

# CONTRACT

ORIGINAL

**NAME OF WORK:** CONSTRUCTION OF 105 M SPAN INTERMEDIATE LANE MOTOR BRIDGE OVER SARYU RIVER IN BANKOT BADIGIRI SAPTESHWAR MOTOR ROAD IN DISTRICT PITHORAGARH

**CONTRACT BOND NUMBER:** 19/BR/RFB-EPC/UGRIDP/2023  
17/UPETARE/

BETWEEN

**PROGRAM MANAGER,**  
*PROJECT IMPLEMENTATION UNIT-PUBLIC WORKS DEPARTMENT,*  
*UTTARAKHAND DISASTER PREPAREDNESS AND RESILIENCE PROJECT*  
*(U-PREPARE)*  
*5<sup>TH</sup> FLOOR, USDMA BUILDING, 36, IT PARK, SAHASTRADHARA ROAD,*  
*DEHRADUN, UTTARAKHAND*

AND

**LAXMI DUTT BINWAL**  
**'A' CLASS GOVT. CONTRACTOR & SUPPLIER NEAR PWD CAMPUS**  
**LOHAGHT, DISTT. CHAMPAWAT**

DATED: 02 - May - 2025

  
Dy Program Manager



(1)

# INDEX FOR CONTRACT BOND

(Year 2024-25)

Contract Bond No.: 17/प्रभाग/ 19/BR/RFB-EPC/UGRIDP/2023 Dated: 02 /May /2025

1. Name of Contractor : LAXMI DUTT BINWAL  
‘A’ CLASS GOVT. CONTRACTOR & SUPPLIER NEAR PWD CAMPUS LOHAGHT, DISTT. CHAMPAWAT
2. Package Number : 19/BR/RFB-EPC/UGRIDP/2023
3. Name of Work : CONSTRUCTION OF 105 M SPAN INTERMEDIATE LANE MOTOR BRIDGE OVER SARYU RIVER IN BANKOT BADIGIRI SAPTESHWAR MOTOR ROAD IN DISTRICT PITHORAGARH
4. Contract Value : ₹ 14,75,00,000.00 (including GST amount ₹ 2,25,00,000.00 and including all other applicable taxes, levies and duties)
5. Date of Start : 18 / 05 / 2025
6. Date of Completion : 17 / 11 / 2026

## Table of Contents

S.No.	Particulars	Pages No.
<b>Part I : Form of Agreement</b>		
1.	Engineering, Procurement and Construction Agreement	9 - 14
<b>Part II : Definitions and Interpretation</b>		
2.	ARTICLE 1 – Definitions and Interpretation	15 - 20
<b>Part III : Scope of the Sub-Project</b>		
3.	ARTICLE 2 – Scope of the Sub-Project	21 - 22
4.	ARTICLE 3 – Obligations of the Contractor	23 - 30
5.	ARTICLE 4 – Obligations of the Authority	31 - 32
6.	ARTICLE 5 – Representations and Warranties	33 - 36
7.	ARTICLE 6 – Disclaimer	37
<b>Part IV : Design and Construction of the Sub-Project</b>		
8.	ARTICLE 7 – Performance Security	38 - 40
9.	ARTICLE 8 – Right of Way	41 - 44

  
Laxmi Datt Binwal  
'A' Class Govt. Contractor  
Lohaghat (Champawat)  
Mob.- 9817905658

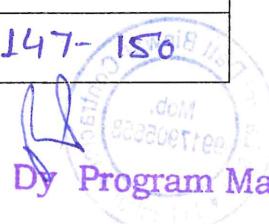
(3)

  
Dy Program Manager

S.No.	Particulars	Pages No.
10.	ARTICLE 9 – Utilities and Trees	45- 46
11.	ARTICLE 10 – Design and Construction of the Sub-Project	47- 55
12.	ARTICLE 11 – Quality Assurance, Monitoring and Supervision	56 - 68
13.	ARTICLE 12 – Completion Certificate	69- 70
14.	ARTICLE 13 – Change of Scope	71- 74
15.	ARTICLE 14 – Maintenance	NA
16.	ARTICLE 15 – Supervision and Monitoring During Maintenance	NA
17.	ARTICLE 16 – Traffic Regulation	77
18.	ARTICLE 17 – Defects Liability	78- 79
19.	ARTICLE 18 – Authority's Engineer	80- 82
<b>Part V : Financial Covenants</b>		
20.	ARTICLE 19 – Payments	83- 92
21.	ARTICLE 20 – Insurance	93- 97
<b>Part VI : Force Majeure and Termination</b>		
22.	ARTICLE 21 – Force Majeure	98- 104
23.	ARTICLE 22 – Suspension of Contractor's Rights	105- 106
24.	ARTICLE 23 – Termination	107- 113
<b>Part VII : Other Provisions</b>		
25.	ARTICLE 24 – Assignment and Charges	114- 115
26.	ARTICLE 25 – Liability and Indemnity	116- 118
27.	ARTICLE 26 – Dispute Resolution	119- 120
28.	ARTICLE 27 – Miscellaneous	121- 126
29.	ARTICLE 28 – Definitions	127- 144
<b>Part VIII : Other Documents</b>		
30.	Notification of Award	147- 150

Laxmi Datt Binwal  
'A' Class Govt. Contractor  
Lohaghat (Champawat)  
Mob.- 9917905658

(S)

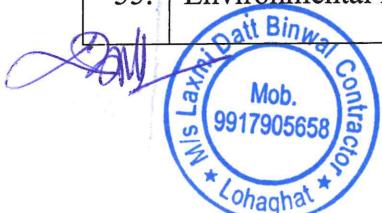


Dy Program Manager

S.No.	Particulars	Pages No.
31.	Contractor's Technical Bid	151 - 516
32.	Contractor's Financial Bid/ Price Schedules (BOQ)	517 - 520
33.	Addendum (if any)	521 - 542
34.	Copy of Performance Security & Banks' Verification Letter	543 - 562

### SCHEDULES

35.	SCHEDULE A – Site of the Sub-Project	563 - 572
36.	SCHEDULE B – Development of the Sub-Project	573 - 582
37.	SCHEDULE C – Sub-Project Facilities	583 -
38.	SCHEDULE D – Specifications and Standards	584 - 647
39.	SCHEDULE E – Maintenance Requirements	648 - 653
40.	SCHEDULE F – Applicable Permits	654
41.	SCHEDULE G – Form of Bank Guarantee	655 - 666
42.	SCHEDULE H – Contract Price Weightages	667 - 670
43.	SCHEDULE I – Drawings	671 - 672
44.	SCHEDULE J – Sub-Project Completion Schedule	673 - 674
45.	SCHEDULE K – Tests on Completion	675 - 676
46.	SCHEDULE L – Completion Certificate	677 - 678
47.	SCHEDULE M – Payment Reduction for Non-Compliance	679 - 680
48.	SCHEDULE N – Selection of Authority's Engineer	681 - 687
49.	SCHEDULE O – Forms of Payment Statements	688
50.	SCHEDULE P – Insurance	689 - 690
51.	SCHEDULE Q – Tests on Completion of Maintenance Period	NA
52.	SCHEDULE R – Taking Over Certificate	691
53.	SCHEDULE S – Performance Certificate	693 - 702
54.	Social Management Plan	703 - 710
55.	Environmental Management Plan	711 - 754



Dy Program Manager  


# PART I: FORM OF AGREEMENT

Dy Program Manager

(9)





**WHEREAS:**

- (A) Government of Uttarakhand has intended to take up the subproject namely "Construction Of 100m Intermediate Lane Steel Truss Motor Bridge over Dholi River at Sela Village in District Pithoragarh." under U-PREPARE.
- (B) The Authority had resolved to take up the work **on** Engineering, Procurement, Construction ("EPC") basis in accordance with the terms and conditions to be set forth in an agreement to be entered into.
- (C) The Authority had prescribed the technical and commercial terms and conditions, and invited bids RFB No. 19/BR/RFB-EPC/UGRIDP/2023 from all bidders having required eligibility and qualification criteria for undertaking the Sub-project.
- (D) After evaluation of the bids received, the Authority had accepted the bid of the selected bidder and issued its Letter of Acceptance No. 420/19/BR/RFB-EPC/UGRIDP/2023 dated 15/03/2024 (hereinafter called the "LOA") to the selected bidder for the work at the contract price specified hereinafter, requiring the selected bidder to inter alia:
- (i) To give his consent to enter into this Agreement and the enforceability of the provisions thereof, within 10 (ten) business days of the date of issue of LOA;
  - (ii) Submit Performance Security and ES Performance Security (if any) as per RFB requirements,
- (E) The Contractor has fulfilled the requirements specified in Recital (D) above;

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, the Authority hereby covenants to pay the Contractor, in consideration of the obligations specified herein, the Contract Price or such other sum as may become payable under the provisions of the Agreement at the times and in the manner specified by the Agreement and intending to be legally bound hereby, the Parties agree as follows:

*Vineet Kumar*  
(Vineet Kumar)  
Program Manager  
PIU-PWD  
U-PREPARE



(13)