

ORIGINAL

CONTRACT

Name of Work:

CONSTRUCTION OF 84 M SPAN
INTERMEDIATE LANE MOTOR BRIDGE
OVER PINDER RIVER IN KULSARI TO
SUNAU MOTOR ROAD AND ITS
APPROACH ROAD IN DISTRICT
CHAMOLI UNDER EPC MODE

Contract Bond Number

19 /U-PREPARE/07/BR/RFB-EPC/
UGRIDP/2025

Between

Program Manager,

*Project Implementation Unit-Public Works Department (PIU-PWD),
Uttarakhand Disaster Preparedness and Resilience Project (U-PREPARE)*

*5th Floor, USDMA Building, 36, IT Park, Sahastradhara Road,
Dehradun, Uttarakhand*

And

**M/s KGL INFRASTRUCTURES,
33-A, AAM BAGH, GARHI CANTT.
DEHRADUN-248003**

Dated: 29/08/2025

M/s KGL Infrastructures



Partner



Dy Program Manager

(1)

INDEX FOR CONTRACT BOND (Year 2025-26)

Contract Bond No.: **19** /U-PREPARE/07/BR/RFB-EPC/UGRIDP/2025 Dated: **29/08/2025**

1. Name of Contractor : M/s KGL INFRASTRUCTURES, 33-A, AAM BAGH, GARHI CANTT. DEHRADUN-248003
2. Package Number : **19**/U-PREPARE/07/BR/RFB-EPC/UGRIDP/2025
3. Name of Work : Construction of 84 M Span Intermediate Lane Motor Bridge over Pinder River in Kulsari to Sunau Motor Road and its approach, in District Chamoli under EPC Mode
4. Contract Value : ₹14,18,49,110.98 (including GST amount ₹2,16,37,999.98 and including all other applicable taxes, levies and duties)
5. Date of Start : **14/09/2025**
6. Date of Completion : **13/03/2027**

Table of Contents

S.No.	Particulars	Pages No.
Part I : Form of Agreement		7- 12
1.	Engineering, Procurement and Construction Agreement	
Part II : Definitions and Interpretation		13
2.	ARTICLE 1 – Definitions and Interpretation	15-18
Part III : Scope of the Sub-Project		19
3.	ARTICLE 2 – Scope of the Sub-Project	20
4.	ARTICLE 3 – Obligations of the Contractor	21-26
5.	ARTICLE 4 – Obligations of the Authority	27-28
6.	ARTICLE 5 – Representations and Warranties	29- 31
7.	ARTICLE 6 – Disclaimer	32
Part IV : Design and Construction of the Sub-Project		33
8.	ARTICLE 7 – Performance Security	34-35
9.	ARTICLE 8 – Right of Way	36-38
10.	ARTICLE 9 – Utilities and Trees	39-40

M/s KGL Infrastructures

 **Parvez Patel**

Partner

(3)

 **Dy Program Manager**

11.	ARTICLE 10 – Design and Construction of the Sub-Project	41 - 49
12.	ARTICLE 11 – Quality Assurance, Monitoring and Supervision	50 - 61
13.	ARTICLE 12 – Completion Certificate	62 - 63
14.	ARTICLE 13 – Change of Scope	64 - 67
15.	ARTICLE 14 – Maintenance	NA
16.	ARTICLE 15 – Supervision and Monitoring During Maintenance	NA
17.	ARTICLE 16 – Traffic Regulation	70
18.	ARTICLE 17 – Defects Liability	71 - 72
19.	ARTICLE 18 – Authority's Engineer	73 - 75
Part V : Financial Covenants		76
20.	ARTICLE 19 – Payments	77 - 84
21.	ARTICLE 20 – Insurance	85 - 88
Part VI : Force Majeure and Termination		89
22.	ARTICLE 21 – Force Majeure	90 - 94
23.	ARTICLE 22 – Suspension of Contractor's Rights	95 - 96
24.	ARTICLE 23 – Termination	97 - 102
Part VII : Other Provisions		103
25.	ARTICLE 24 – Assignment and Charges	104
26.	ARTICLE 25 – Liability and Indemnity	105 - 107
27.	ARTICLE 26 – Dispute Resolution	108 - 109
28.	ARTICLE 27 – Miscellaneous	110 - 113
29.	ARTICLE 28 – Definitions	114 - 128
Part VIII : Other Documents		129
30.	Notification of Award	131 - 134
31.	Contractor's Technical Bid	135 - 468
32.	Contractor's Financial Bid/ Price Schedules (BOQ)	469 - 474

M/s KGL Infrastructures

Partner

Dy Program Manager

33.	Addendum (if any)	475 - 492
34.	Copy of Performance Security & Banks' Verification Letter	493 - 532
SCHEDULES		533
35.	SCHEDULE A – Site of the Sub-Project	535 - 540
36.	SCHEDULE B – Development of the Sub-Project	541 - 551
37.	SCHEDULE C – Sub-Project Facilities	552
38.	SCHEDULE D – Specifications and Standards	553 - 616
39.	SCHEDULE E – Maintenance Requirements	617 - 622
40.	SCHEDULE F – Applicable Permits	623 -
41.	SCHEDULE G – Form of Bank Guarantee	624 - 634
42.	SCHEDULE H – Contract Price Weightages	635 - 638
43.	SCHEDULE I – Drawings	639 - 640
44.	SCHEDULE J – Sub-Project Completion Schedule	641
45.	SCHEDULE K – Tests on Completion	642 - 643
46.	SCHEDULE L – Completion Certificate	645
47.	SCHEDULE M – Payment Reduction for Non-Compliance	646 - 647
48.	SCHEDULE N – Selection of Authority's Engineer	648 - 654
49.	SCHEDULE O – Forms of Payment Statements	655
50.	SCHEDULE P – Insurance	656 - 657
51.	SCHEDULE Q – Tests on Completion of Maintenance Period	NA
52.	SCHEDULE R – Taking Over Certificate	659
53.	SCHEDULE S – Performance Certificate	660
54.	Social Management Plan	670 - 681
55.	Environmental Management Plan	682

M/s KGL Infrastructures



Partner

Dy Program Manager



PART I: FORM OF AGREEMENT

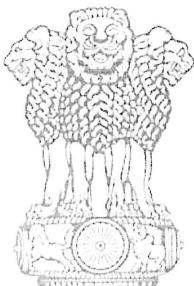

Dy Program Manager

M/s KGL Infrastructures



Partner





सत्यमेव जयते



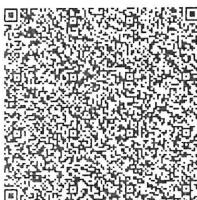
IN-UK26762513462418W

INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No.	:	IN-UK26762513462418W
Certificate Issued Date	:	18-Jun-2024 02:43 PM
Account Reference	:	NONACC (SV)/ uk1208004/ DEHRADUN/ UK-DH-
Unique Doc. Reference	:	SUBIN-UKUK120800460344070052068W
Purchased by	:	KGL INFRASTRUCTURES
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	NA
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	PROGRAM MANAGER PIU PWD U PREPARE DEHRADUN
Second Party	:	KGL INFRASTRUCTURES
Stamp Duty Paid By	:	KGL INFRASTRUCTURES
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)



LALIT KUMAR
e-STAMP
STAMP IS ON
M.: 3097227115 Dehradun

ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT

THIS AGREEMENT is entered into on this the 29th day of August, 2025.

BETWEEN

Program Manager, Project Implementation Unit-Public Works Department, Uttarakhand Disaster Preparedness and Resilience Project (U-PREPARE), 5th Floor, USDMA Building, 36, IT Park, Sahastradhara Road, Dehradun-248001, Uttarakhand for and on behalf of State of Uttarakhand, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

AND

M/s KGL INFRASTRUCTURES, 33-A, AAM BAGH, GARHI CANTT. DEHRADUN-248003 means the selected bidder under the RFB No. 07/BR/RFB-EPC/UGRIDP/2023 having its registered office at West Rest Camp 5-A Dehradun, Uttarakhand (hereinafter referred to as the "Contractor" which

West Camp 5-A, A.D.

79

Viney PIU-PWD

expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the Other Part.

WHEREAS:

- (A) Government of Uttarakhand has intended to take up the subproject namely "**Construction of 84 M Span Intermediate Lane Motor Bridge over Pinder River in Kulsari to Sunau Motor Road and its approach, in District Chamoli**" 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. 07/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. 413/07/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 submit the acceptance to the Notification of Award-Letter of acceptance.
 - (ii) Submit Performance Security and ES Performance Security as per Notification of Award-Letter of acceptance.
- (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:

M/s KGL Infrastructures

Partner

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

60