

# CONTRACT

ORIGINAL

**NAME OF WORK:** CONSTRUCTION OF 4 NO. INTERMEDIATE LANE RCC BRIDGE & STEEL TRUSS BRIDGE IN KM-3, KM-7, KM-11 & KM-14 AT NANDPRAYAG GHAT MOTOR ROAD, BLOCK-GHAT, DISTRICT CHAMOLI.

**CONTRACT BOND NUMBER:** 02/uPREG&/06/BR/RFB/UGRIDP/2023

**DATED** : 18-06-2024

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*

AND

**M/s D. S. Construction**  
*ADDRESS: 385/65 GAUSHALA, MUZAFFARNAGAR,  
 UTTAR PRADESH*

**DATED:** 18-06-2024

M/s D.S. Construction

*Vishal Kulkarni*  
 Partner

(1)

*[Signature]*



सत्यमेव जयते



IN-UK26789786585822W

## INDIA NON JUDICIAL

### Government of Uttarakhand

e-Stamp

#### Certificate No.

IN-UK26789786585822W

Certificate Issued Date

18-Jun-2024 04:04 PM

Account Reference

NONACC (SV)/ uk1220804/ DEHRADUN/ UK-DH

Unique Doc. Reference

SUBIN-UKUK122080460399212100129W

Purchased by

DS CONSTRUCTION

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

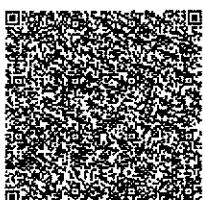
DS CONSTRUCTION

Stamp Duty Paid By

DS CONSTRUCTION

Stamp Duty Amount(Rs.)

100  
(One Hundred only)



Please write or type below this line



## CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT No.02/UTTAKH/06/BR/RFB/UGRIDP/2023 made the  
18 day of June, 2024.

BETWEEN

- (1) Program Manager, Project Implementation Unit-Public Works Department, Uttarakhand Disaster Preparedness and Resilience Project (U-PREPARE), 5<sup>th</sup> Floor, USDMA Building, 36<sup>th</sup> IT Park, Sahastradhara Road, Dehradun-248001, Uttarakhand (*hereinafter called "the Employer"*) of the one part, and

Statutory Rep: R. S. Soni

1. The authenticity of this Stamp certificate should be verified at [www.sholiestamp.com](http://www.sholiestamp.com) or using e-Stamp Mobile App of Stock Holdings. Any discrepancy in the stamp can be reported to the concerned authority. 2. The onus of checking the legitimacy is on the users of the certificate. 3. In case of any discrepancy please inform the Competent Authority.

Program Manager  
PIU-PWD  
U-PREPARE, DEHRADUN

(7)

WHEREAS the Employer desires that the Works known as "Construction of 4 No. Intermediate Lane RCC Bridge & Steel Truss Bridge in KM-3, KM-7, KM-11 & KM-14 at Nandprayag Ghat Motor Road, Block-Ghat, District Chamoli, Uttarakhand" should be executed by the Contractor, and has accepted a Bid by the Contractor in the sum of ₹ 8,18,87,831.96 (Rupees Eight Crore Eighteen Lakh Eighty Seven Thousand Eight Hundred Thirty One and Paisa Ninety Six) [including GST amount ₹ 1,24,91,364.20 and including all other applicable taxes, levies and duties] (hereinafter called "the Contract Price") for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents in the following order of precedence:
  - (i) this Agreement
  - (ii) the Notification of Award
  - (iii) Particular Conditions of Contract
  - (iv) General Conditions of Contract, including appendix
  - (v) the Specification
  - (vi) the Drawings
  - (vii) the Letter of Bid – Financial Part and original completed Schedules including Price d Bill of Quantities (BOQ)
  - (viii) Minutes of Pre-bid Meeting/ Addendum & Corrigendum (if any)
  - (ix) Construction Program, Methodology, Quality Assurance Program, the ES Management Strategies and Implementation Plans, and Code of Conduct for Contractor's Personnel (ES)
  - (x) Joint Venture Agreement [for JVs only]
  - (xi) Copy of Performance Security
  - (xii) Power of Attorney/ Authorization to sign the Contract
  - (xiii) the Contractor's Technical Bid
  - (xiv) Any other document listed in the PCC as forming part of the Contract.
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

M/s D.S. Construction  
Vikram Singh Mehta  
Partner

Program Manager  
PIU-PWD,  
U-PREPARE, DEHRADUN

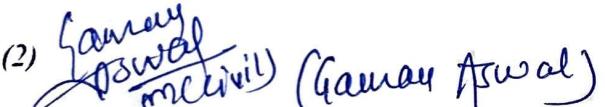
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year specified above.

**For and on behalf of the Employer:**

  
Program Manager  
**Vineet Kumar, IAS**, PIU-PWD,  
in the capacity of: U-PREPARE, DEHRADUN  
Program Manager  
PIU-PWD  
Authorized Representative of  
Program Director,  
Project Management Unit, U-PREPARE (World Bank),  
5th Floor, USDMA Building,  
36, IT Park, Sahastradhara Road,  
Dehradun – 248001, Uttarakhand

In the presence of

(1)  (Abhishek Tiwari)  
(2)  (Gaurav Awasthi)

**For and on behalf of the Contractor:**

  
M/s D.S Construction  
Vivek Kumar Malik  
In the capacity of: Partner  
M/s D. S. CONSTRUCTION,  
385/65 Gaushala, Muzaffarnagar,  
Uttar Pradesh  
In the presence of

(1)   
(2) 

M/s D.S. Construction

  
Vivek Kumar Malik  
DOB: 15/01/1979  
U.P.-PWD  
U-PREPARE  
Partner

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