

# CONTRACT

**NAME OF WORK:** CONSTRUCTION OF 60M SPAN INTERMEDIATE  
LANE STEEL TRUSS BRIDGE OVER JIMBA  
RIVER AT KM-01 OF SERAGHAT-GOLPHA-  
BONA MOTOR ROAD, BLOCK- MUNSYARI,  
DISTRICT PITHORAGARH, UTTARAKHAND.

**CONTRACT BOND NUMBER:** 04/05/BR/RFB/UGRIDP/2023

**DATED** : 18-06-2024

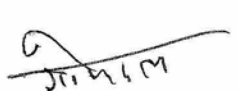
BETWEEN

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

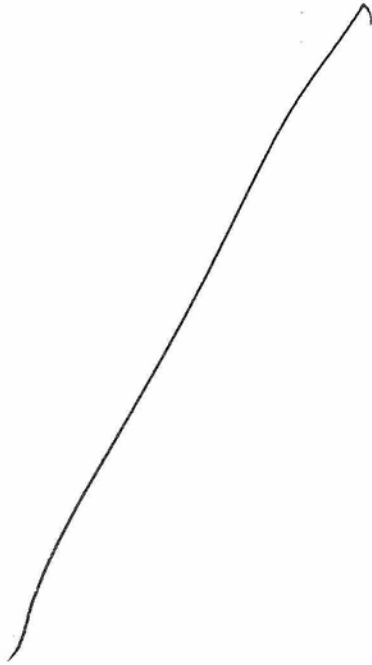
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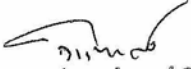
M/s G. S. MAITHANI AND SON'S  
ADDRESS: TANAKPUR ROAD, PITHORAGARH- 262501,  
UTTARAKHAND


DATED: 18-06-2024

  
G.S. Matiyani and Sons  
Tanakpur Road  
Pithoragarh (UK.)

  
Dy Program Manager



  
**G.S. Matiyani and Sons**  
Tanakpur Road  
Pithoragarh (UK.)


  
5. 11. 2018

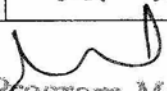
**INDEX FOR CONTRACT BOND**  
**(Year 2024-25)**

**Contract Bond No.:** 04/UGRARE/05/BR/RFB/UGRIDP/2023 **Dated:** 18/06/2024

1. Name of Contractor : M/s G. S. MAITHANI AND SON'S,  
Tanakpur Road, Pithoragarh- 2625001, Uttarakhand.
2. Package Number : 05/BR/RFB/UGRIDP/2023
3. Name of Work : Construction of 60M Span Intermediate Lane Steel Truss  
Bridge over Jimba River at Km-01 of Seraghat-Golpha-  
Bona Motor Road, Block- Munsyari, District Pithoragarh,  
Uttarakhand
4. Contract Value : ₹ 6,51,64,329.16 (including GST amount ₹ 99,40,321.40  
and including all other applicable taxes, levies and duties)
5. Date of Start : 20/09/2024
6. Date of Completion : 19/03/2026

Sl.No.	Particulars	Pages No.
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**G.S. Matiyani and Sons**  
Tanakpur Road  
Pithoragarh (UK.)

  
Dy Program Manager

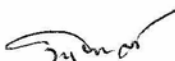
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**G.S. Matiyani and Sons**  
Tanakpur Road  
Pithoragarh (UK.)

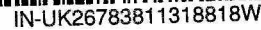
  
Dy Program Manager

Sl.No.	Particulars	Pages No.
16.		
	Total No. of Pages	

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**G.S. Matiyani and Son**  
Tanakpur Road  
Pithoragarh (UK.)

  
G.S. Matiyani



**Government of Uttarakhand**

## e-Stamp

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: 18-Jun-2024 03:46 PM

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

SUBIN-UKUK122080460386187442605W

: G S MATIYANI AND SONS

: Article 5 Agreement or Memorandum of an agreement

: NA

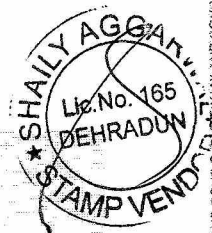
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: PROGRAM MANAGER PIU PWD U PREPARE DEHRADUN

G S MATIYANI AND SONS

: G S MATIYANI AND SONS

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(One Hundred only)



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## CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT No. 04/UP/ETC/05/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, IT Park, Sahastradhara Road, Dehradun-248001, Uttarakhand (*hereinafter called "the Employer"*) of the one part, and
- (2) M/s G. S. MAITHANI AND SON'S, Tanakpur Road, Pithoragarh- 262501, Uttarakhand (*hereinafter called "the Contractor"*) of the other part:

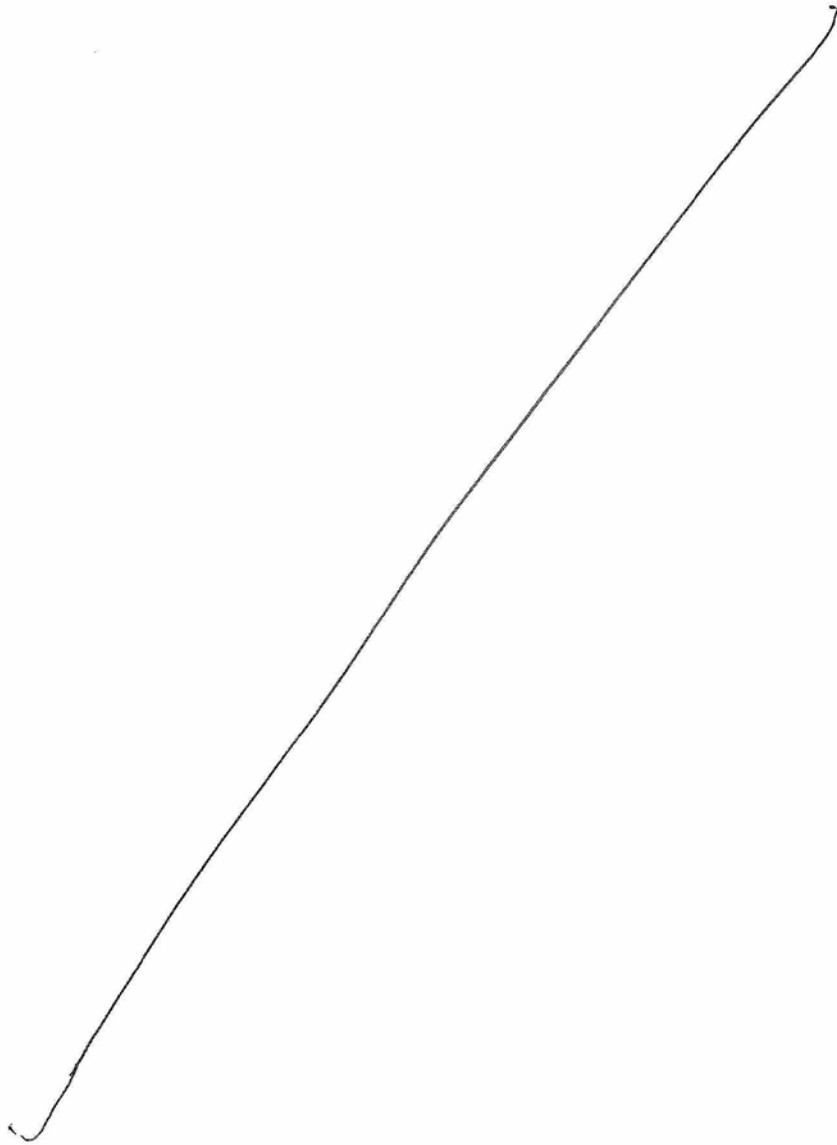
Program Manager  
Stock Holdings  
PREPARE, DEHRADUN

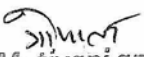
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2 The onus of checking the legitimacy is on the users of the certificate.

in case of any discrepancy please inform the Competent Authority.



  
**G.S. Matiyani and Sons**  
Tanakpur Road  
Pithoragarh (UK.)

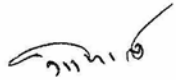
Program Manager  
RIU PWD,  
U-PREPARE, DEHRADUN



WHEREAS the Employer desires that the Works known as "*Construction of 60M Span Intermediate Lane Steel Truss Bridge over Jimba River at Km-01 of Seraghat-Golpha-Bona Motor Road, Block- Munsyari, District Pithoragarh*" should be executed by the Contractor, and has accepted a Bid by the Contractor in the sum of **₹ 6,51,64,329.16 (Rupees Six Crore Fifty One Lakh Sixty Four Thousand Three Hundred Twenty Nine and Paise Sixteen Only)** [including GST amount ₹ 99,40,321.39 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 Priced 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) Contractor's Technical Bid
  - (xiv) Other document 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.
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.

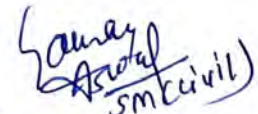

  
**G.S. Matiyani and Sons**  
Tanakpur Road  
Pithoragarh (UK.)

  
Program Manager  
NU-RWD,  
U-PREPARE, DEHRADUN

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:


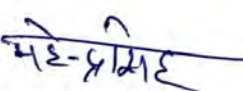
  
Program Manager  
PIU-PWD,  
U-PREPARE, DEHRADUN  
Program Manager,  
PIU-PWD  
Authorized Representative of Program Director,  
Project Management Unit, U-PREPARE (World Bank),  
5<sup>th</sup> Floor, USDMA Building,  
36, IT Park, Sahastradhara Road,  
Dehradun - 248001, Uttarakhand  
In the presence of

- (1)  (Samay Arwal)  
(2)  (Abhishek Tiwari)

For and on behalf of the Contractor:

  
Kavindra Singh Mainthani,  
In the capacity of Partner  
M/s. G. S. MAITHANI AND SON'S,  
Tanakpur Road, Pithoragarh- 262501,  
Uttarakhand

In the presence of

- (1)  Sanjeev Rawat  
(2) 

U-PREPARE, DEHRADUN  
PIU-PWD  
PROJECT MGR