

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

ORIGINAL APPLICATION NO. 1144/2024

IN THE MATTER OF:

MOHAN SINGH BAGDRI

...PETITIONER

VERSUS

STATE OF UTTARAKHAND AND ORS..

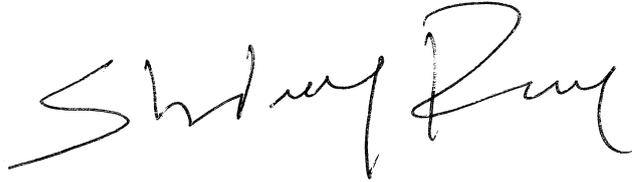
RESPONDENTS

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Filed on 15.07.2025

Filed by,



SHUVODEEP ROY

SUPREME COURT OF INDIA

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**ADDITIONAL AFFIDAVIT ON BEHALF OF
RESPONDENT NO.6- M/S BRIDGE & ROOF COMPANY
INDIA LIMITED**

ADVOCATE FOR THE RESPONDENT: SHUVODEEP ROY

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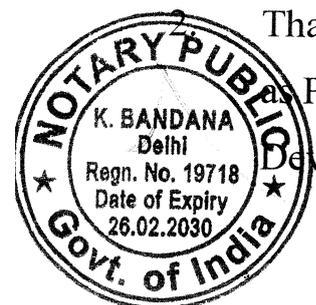
**ADDITIONAL AFFIDAVIT ON BEHALF OF RESPONDENT
NO.6- M/S BRIDGE AND ROOF COMPANY (INDIA) LIMITED**

MOST RESPECTFULLY SHOWETH:-

I, Soumitra Kundu, S/o Amarendra Nath Kundu aged about 56 years currently posted as Deputy General Manager (Co-ordination/ Projects) of Bridge And Roof Co. (India) Ltd. having Zonal Office at B-22, 2nd Floor, Himalaya House, 23, K.G. Marg, New Delhi- 110 001

1. That the deponent is well conversant with the facts and circumstances of the case, as per the records maintained by site office and, as such, competent to swear the present affidavit. The present affidavit is being filed on behalf of the Respondent No. 6 herein - Bridge And Roof Co. (India) Ltd., to place and record the actual status in respect of the matter.

That the deponent, on behalf of the answering Respondent No.6 – working Programme Implementation Unit (PIU) for the Uttarakhand Rural Road Development Authority (URRDA), wish to submit the following



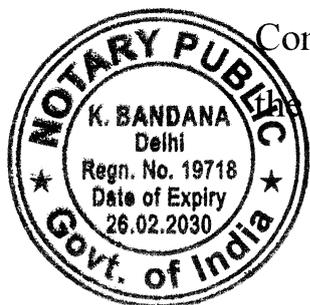
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additional reply in response to the Application filed by Applicant herein vide letter petition dated 27.01.2024 wherein the Applicant has alleged violation of environmental norms during the execution of the construction work of road under Prime Minister Gramin Sadak Yojna (PMGSY) and a bridge at Bhardari Gad.

The answering respondent has already filed an earlier affidavit dated 18.03.2025 with drone video and Google Earth images of the site which demonstrate that no environmental norms were violated during excavation process. The answering respondent wishes to rely upon averments made in its earlier affidavit dated 18.03.2025.

3. That it is to be submitted that Answering Respondent No. 6 herein has been engaged by Uttarakhand Rural Road Development Authority (Henceforth URRDA) through AGREEMENT dated 22.09.2021, entered into between the parties, wherein Answering Respondent No. 6 has been awarded the work as the Programme Implementation Unit/ Project Management Consultant for the Project, thus is only eligible to receive consultancy charges from the URRDA. AGREEMENT dated 22.09.2021 is annexed herewith as ANNEXURE-5. Page - 7 - 24

4. That the work scope also includes engaging contractor on behalf of URRDA, Govt. of Uttarakhand, following URRDA approved 'Standard Bidding Document'. Subsequently, Respondent No. 6 engaged 'M/s Khara Contractor' vide Letter of Intent (LOI) dated 03.03.2022 for execution of the work and pursuant thereto M/s Khara Contractor has been executing



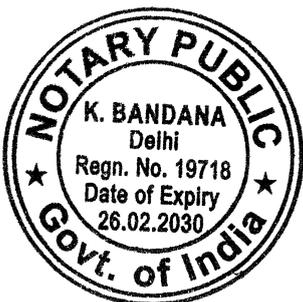
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the subject work. However, M/s Khara Contractor have not been impleaded as a party herein.

5. That there is no provision of 'Dumping Yard' in the AGREEMENT dated 22.09.2021 or the 'Standard Bidding Document', neither there is any provision of payment against providing of Dumping Yard nor dumping material in Dumping Yard in Detailed Project Report (DPR) prepared by URRDA. Yet, Respondent No. 6, being a Central Public Sector Enterprise, has only allowed the Contractor to execute the work following PMGSY (Pradhan Mantri Gramin Sadak Yojana)/ URRDA Guidelines.

Furthermore, work scope of Respondent No. 6 only involved 30 meter bridge construction work at KM 1.5 of Semalta-Kafna-Satni Road, whereas the entire Road Project stretches around 10 KM and involved a large quantum of excavation work, for which URRDA engaged other agency(ies) for carrying out the road work.

The bridge location was later shifted by around 50 meter downstream by URRDA during February, 2024, after carrying out substantial bridge abetment work at the original bridge location, after which the excavated area on river bank at the original bridge location was back filled. The bridge span also increased from 30 meter to 48 meter at new bridge location.



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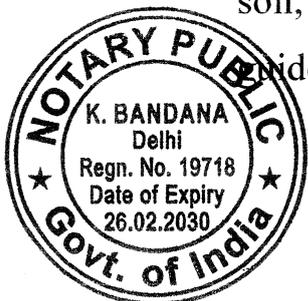
The bridge construction work required the executing agency M/s Khara Contractor to excavate the riverbank at both side of river for the bridge abetment work.

6. That for the purpose of transportation of construction materials from one end of bridge to another side and also to facilitate safe movement of workers, a temporary ramp has been prepared across the river by using the same excavated soil after the last monsoon, which was dug out during excavation of both side of river bank at the new bridge location. To allow flow of river along the natural flow channel, no soil is filled at around 3 meter area on which gratings are placed to facilitate movement of man and materials from either side of bridge.

The bridge abetment work is expected to be completed by March 2026, subject to the approval of the revised final proposal for quantity variation, arising from the relocation of the bridge. The proposal is currently under consideration by URRDA.

7. That, as per the contractor's assessment, the soil used for the temporary ramp shall be used in entirety for backfilling of the river bank.

It is further estimated by the contractor that, even more soil would be required for completion of backfilling at river bank and for establishing connectivity between the bridge with both side of road. But, remaining soil, if any, shall be disposed off in proper way following URRDA guidelines without causing any damage to the river or the surroundings.



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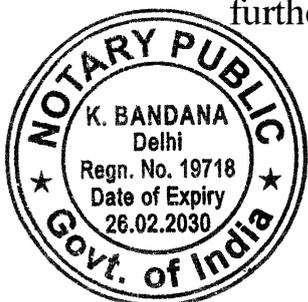
8. That, in the meantime, during the pendency of the case before the Hon'ble National Green Tribunal, the UKPCB (Respondent No. 4) arranged an inspection of the site and took photographs of these soil heaps, and imposed penalty of Rs. 6,06,322/- without any fault and prior notice issued to Respondent No. 6, which is not justified. The same has also been brought to the notice of the executing agency M/s Khara Contractor for suitable onward action at their end.

9. That, as of now, the work is held up at the bridge site since last almost 4 weeks due to heavy rainfall and substantial increase of flow of water through river channel, which has disrupted access to the opposite side of the bridge. The suspension of work is expected to continue throughout the monsoon season.

Photographs and videos of different stages of execution are being submitted in a Pen Drive for reference as ANNEXURE-6.

10. That, in view of above, the answering respondent submits that, as there is no merit in the allegations against the answering respondent, and in view thereof, answering respondent herein need not be a Party to the present proceedings. This Hon'ble Court may be pleased to pass appropriate Order(s) that it may deem fit and proper in the interest of justice.

The answering respondent, being a Central Public Sector Enterprise, further assure this Hon'ble Tribunal that it remains committed to



A handwritten signature in black ink, appearing to be "K. Bandana".

upholding environmental standards, throughout the implementation of this Project pertaining to its scope of work.

11. The above information / document and present affidavit are submitted accordingly.

IDENTIFIED

VERIFICATION:-

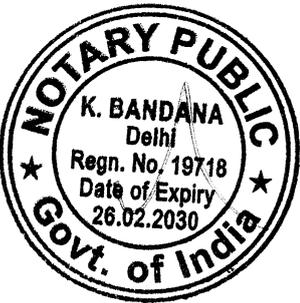
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Verified at New Delhi on this 15th day of July 2025 that the contents of the above affidavit are true and correct to my knowledge based on the records of Bridge And Roof Co. (India) Ltd.. No part of it is false and nothing material has been concealed therefrom.

[Handwritten Signature]

RESPONDENT NO.6

सौमित्र कुंदू / SOUMITRA KUNDU
उप महाप्रबंधक (सामन्वय/परियोजनाएँ) उत्तर
Deputy General Manager (Co-ordination/Projects) North
ब्रिज एंड रूफ कम्पनी (इण्डिया) लिमिटेड
BRIDGE AND ROOF CO. (INDIA) LIMITED



15 JUL 2025

[Handwritten Signature]

RESPONDENT NO.6

ATTESTED
NOTARY PUBLIC DELHI
Govt. of India

Development, Government of Uttarakhand, which expression shall unless repugnant to the context or meaning thereof include its successors-in-office and authorized assignees having its office, at First Floor, Panchayatiraj Directorate, Opposite IT Park, Sahshtradhara Road, Dehradun – 248001, Uttarakhand, as party of the First Part.

AND

Bridge and Roof Co(I) Ltd, A Government of India Undertaking, B-22,2nd Floor, Himalaya House, K G Marg, Connaught Place, New Delhi -110001 (hereinafter referred to as **Bridge and Roof**) which expression shall unless repugnant to the context or meaning thereof include its successors-in-office and authorized assignees as party of the Second Part.

AND

Whereas Government of Uttarakhand proposes to *CONSTRUCTION OF STEEL GIRDER/STEEL TRUSS COMPOSITE BRIDGES UNDER PMGSY IN STATE OF UTTARAKHAND*, in the State of Uttarakhand under the Pradhan Mantri Gram Sadak Yojana (PMGSY) a Centrally sponsored Programme of the Government of India and have requested to engage **BRIDGE AND ROOF** to execute the projects as the Programme Implementation Units (PIUs) under Uttarakhand Rural Road Development Agency (URRDA), the Implementing Agency of PMGSY works in the State.

AND

Whereas Government of Uttarakhand has agreed to get the PMGSY works executed through **Bridge and Roof** on the basis of their technical capabilities.

AND

Whereas **Bridge and Roof** has been recommended by the State of Uttarakhand for construction/upgradation & maintenance of the works as per PMGSY Guidelines in the State of Uttarakhand.

AND

Whereas Government of Uttarakhand has proposed for the engagement of **Bridge and Roof** for construction and maintenance of the Project as Programme Implementation Unit (PIU) under Uttarakhand Rural Road Development Agency (URRDA), the Implementing Agency of PMGSY

(Uday Raj Singh)
Chief Executive Officer
P.M.G.S.Y.
Uttarakhand, Dehradun

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ब्रिज एंड रूफ कंपनी (इंडिया) लिमिटेड
BRIDGE & ROOF CO (INDIA) LTD.

गुरमुख सिंह / GURMUKH SINGH
महा प्रबंधक (विपणन एवं बी.डी.) उत्तर
General Manager (Mktg. & BD) North

works in terms of the PMGSY Guidelines in the districts to the intimated to the parties of First and Second Part from time to time.

AND

Whereas **Bridge and Roof** has agreed to execute works and maintenance of the same for required period as mentioned (5 Years for Bridge works) under the Project, on behalf of Government of Uttarakhand, subject to the condition that construction cost, maintenance cost, land compensation, Forest land CA, NPV cost and Agency Fee being released to the BRIDGE AND ROOF by the State of Uttarakhand as per the conditions agreed hereinafter.

AND

Whereas Government of Uttarakhand has agreed to provide funds to **Bridge and Roof** towards construction cost, agency fee and maintenance of the bridges so constructed for five years succeeding the date of completion of the projects as provided in the PMGSY guidelines and hereinafter.

NOW, therefore, in consideration of the promises and mutual agreements, covenants and conditions set forth that shall form an integral part of this Agreement, it is hereby agreed by and amongst the parties as follows (words and expressions having the same meaning as in the PMGSY guidelines and related documentation published or used by Ministry of Rural Development or its agencies):

1.0 PROGRAMME IMPLEMENTATION UNIT (PIU)

- 1.1 **Bridge and Roof** shall be responsible for taking all actions required of a PIU as stipulated in the PMGSY Guidelines for PIUs in its charge. **Bridge and Roof** shall establish a Main Project Office at Dehradun and a site Office(s) in each PIUs under its charge as mentioned in the above para.
- 1.2 **Bridge and Roof** will have prior consultation with the URRDA on the implementation structure that is to be put in place. Changes in the structure will require prior approval of URRDA.

2.0 PROCUREMENT OF WORKS

Procurement of all works will be in strict conformity with the PMGSY Guidelines including e-procurement directions as per Standard Bidding Document (SBD). Till the time the concerned PIUs are in place in working strength and are registered on e-procurement portal of

(Uday Raj Singh) ³
Chief Executive Officer
P.M.G.S.Y.
Uttarakhand, Dehradun

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महा प्रबंधक (विपणन एवं बी.डी.) उत्तर
General Manager (Mktg. & BD) North

- PMGSY, URRDA will invite and award the tenders in the name of Governor of Uttarakhand and in accordance with the PMGSY Guidelines as per existing process.
- i. All the concerned officers of BRIDGE AND ROOF will make themselves conversant with the Online Management, Monitoring and Accounting System (OMMAS). BRIDGE AND ROOF will ensure that all the concerned officers will be exposed to a training module on OMMAS which is the MIS for PMGSY in consultation in the NRIDA.
 - ii. Only such works will be put to tender where the at least 80% land is free of encroachments and encumbrances Forest land diversions proposals under Forest Conservation Act, 1980 shall be prepared and get cleared in favour of Rural Development Department of Uttarakhand from appropriate authorities by BRIDGE AND ROOF. URRDA will co-ordinate along with BRIDGE AND ROOF with forest Department to get clearance, if required. Besides that compensation proposal of private land, assets, public utilities etc. shall also be made and subsequently disbursement of the compensation to concerned person/authorities shall be done by the BRIDGE AND ROOF. Any assistance, if required shall be given by Rural Development Department of Uttarakhand & URRDA to BRIDGE AND ROOF in this regard. The expenditure of NPV and other items related to forest land diversion, compensation etc. shall be borne by the Govt. of Uttarakhand.
 - iii. Only the Standard Bidding Documents prepared by NRIDA and adopted by the Government of Uttarakhand in accordance with the programme guidelines on the subject or modifications agreed to by NRIDA, on the recommendations of Government of Uttarakhand shall be used for inviting and processing tenders.
 - iv. Invitations to electronic bids shall be advertised in at least two widely circulated National daily newspapers as well as in local newspapers at least 30 days prior to the deadline for the submission of bids. The invitation of bids shall also be displayed on Central PMGSY website, i.e. www.pmgstendersuk.gov.in.
 - v. No special preference will be accorded to any bidder either for price or for other terms and conditions when competing with local bidders, State-owned enterprises, small-scale enterprises or enterprises from any State.
 - vi. Award of Tender may be restricted up to the Amount Put to Tender.

(Uday Singh)
Chief Executive Officer
P.M.G.S.Y.
Uttarakhand, Dehradun

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ब्रिज एण्ड रूफ कम्पनी (इण्डिया) लिमिटेड
BRIDGE & ROOF CO. (INDIA) LTD.

गुरमुख सिंह / GURMUKH SINGH
महा प्रबंधक (विपणन एवं बी.डी.) उत्तर
General Manager (Mktg. & BD) North

- vii. URRDA reserves the right to withdraw any/all road/bridge projects, if the BRIDGE AND ROOF fails to execute the projects & the same will be taken up by URRDA for future execution.
- viii. In future, the process of inviting bids, evaluation and approval may be delegated to BRIDGE AND ROOF after requisite sanction from NRIDA/ Appropriate Authority.

3.0 IMPLEMENTATION

BRIDGE AND ROOF would adopt the following systematic approach in implementation of the PMGSY:

i. Implementation Procedure

The project shall be implemented as per PMGSY Guidelines and associated documents, including the Rural Roads Manual, Quality Control Handbooks and Standard Bidding Document, except as may be agreed between the parties. The BRIDGE AND ROOF shall perform the services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques, practices, and shall observe sound management practices for selection of construction contractor/agencies, technologies safe & effective equipment, machinery, materials and methods.

ii. Coordination & Facilitation

Government of Uttarakhand will be at liberty to inspect any record or ask for any report as per PMGSY Guidelines and bring to the notice of the State Government/Ministry of Rural Development in case of any complaint. The Government of Uttarakhand shall constitute a Co-ordination Committee headed by CEO URRDA, Chief Engineer URRDA and including the representative of BRIDGE AND ROOF in the main Project Office in the State to ensure requisite coordination, facilitate execution and resolve operational difficulties faced by BRIDGE AND ROOF as the PIU.

The Co-ordination Committee will also monitor the implementation of the programme on quarterly basis and, if necessary, at shorter intervals.

(Uday Raj Singh)
Chief Executive Officer
P.M.G.S.Y.
Uttarakhand, Dehradun

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iii. Project Offices

- (a) Each PIU, considering the workload of less than or equal to Rs. 30 crore (awarded cost), will consist of at least 1(one) Executive Engineer level officer (EE)/Senior Resident Engineer; 2(two) Assistant Engineer level officers, 6(six) Junior Engineer level officers, 1(one) Finance Officer/Senior Accountant and One Junior Assistant for maximum 2(two) PIU at the projects HQ.
- (b) For Proper Monitoring & functioning of the system: 01(One) Project Manager (PM) equivalent to S.E., PMGSY shall be deployed over 3-4 Programme Implementation Units (PIUs).
- (c) 01(One) General Manager (GM) equivalent to Zonal Chief Engineer, PMGSY shall be deployed over 2-3 Project manager.

iv. Progress Report

BRIDGE AND ROOF shall submit true & correct progress report (as per format prescribed from time to time) every month/quarter to URRDA giving physical status of works and financial expenditure and the same shall be uploaded on the PMGSY Website (OMMAS).

v. Monitoring

- a) Effective monitoring of the project shall be carried out through the OMMAS software used to monitor the progress. To this end, the PIUs and the Main Project Office of BRIDGE AND ROOF shall equip themselves with adequate number of computers and peripherals and shall acquire internet connectivity to receive and transmit data reliably at no additional cost sought. BRIDGE AND ROOF will ensure that all officials at this main project office as well as PIUs will make themselves conversant with the OMMAS software. The PIUs and the Main Project Office shall furnish "On line" all the data and information (including accounts data), as may be prescribed by the NRIDA from time to time, in the relevant module of the OMMAS.
- b) The PIUs shall monitor the progress of the works by maintaining full information on Contractors, Contractor-wise status report of cost of work done and payments made, list of completed works and value of work done in the prescribed forms.
- c) BRIDGE AND ROOF shall submit to the NRIDA and the URRDA the reports and documents specified in the format, in the numbers and within the time period set forth by NRIDA and also furnish

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specific data/information called for by the Ministry of Rural Development/ NRIDA and/or URRDA as and when required.

d) The overall supervision/monitoring of works would be done by URRDA, Government of Uttarakhand.

vi. **Completion and Handing over Possession of Completed sub-Project:**

BRIDGE AND ROOF shall allow State Quality Monitors (SQM) as referred by the SQC, under second tier quality control as per PMGSY guidelines and National Quality Monitors (NQM) as referred by NRIDA to inspect the quality of works during execution of works. It will be binding upon BRIDGE AND ROOF to get it rectified or reconstruct the item of works through the concerned contractor as per the observations of SQMs and NQMs.

5(Five) years post Construction Maintenance contract shall be inbuilt with the Original Contract of Construction. The possession of completed sub-project shall be taken over by URRDA only after satisfactory completion of Original Works along with Maintenance works for required period as mentioned.

Liquidated Damages:

Bridge and Roof shall take all steps to complete the projects within the time limits prescribed in the PMGSY Guidelines and towards this, suitably incorporate the provisions relating to levy of Liquidated Damages in the agreement with its contractors engaged on behalf of Government of Uttarakhand for delays in completion of works. All amounts towards Liquidated Damages, if any, as may be received by BRIDGE AND ROOF under this provision, shall be adjusted towards the project cost. BRIDGE AND ROOF will take all necessary actions for recovery of liquidated damages as per the contract.

If the liquidated damage amount is in excess of the security deposit and performance security available, the excess amount will be recovered from the payments of the contractor due with the URRDA in other PMGSY works, other State Government works or other BRIDGE AND ROOF works done and the cost thereof is payable. Appropriate provisions to this effect will be incorporated in the agreements with the contractors. BRIDGE AND ROOF will make all out efforts and take legal action against the defaulting contractor(s) through the Government of Uttarakhand.

(Uday Raj Singh)
Chief Executive Officer
P.M.G.S.Y.
Uttarakhand, Dehradun

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ब्रिज एण्ड रूफ कंपनी (इण्डिया) लिमिटेड
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General Manager (Mktg. & BD) North

4.0 QUALITY MONITORING

- 4.1 BRIDGE AND ROOF shall ensure that the provisions of the Quality Control Handbooks are applied to PMGSY funded works. The 1st tier of quality control will be executed at the Programme Implementation Unit (PIU) level. The Implementation of the provisions of the Quality Control Handbook shall be recorded in the Quality Control Registers maintained at the work sites in two parts, one by the Contractor and one by the PIU. Payment shall not be made to the contractor unless the test results have been found to be satisfactory.
- 4.2 A three-tier set up envisaged for Quality Assurance for PMGSY funded works will, therefore, be as follows:-
- The first tier shall be the PIU/Senior Engineer of the PIU in charge of the work. The Contractor shall establish field Quality Control laboratories and get the contractually stipulated tests conducted. The test results shall be recorded in the prescribed Quality Control Registers. Engineers of the PIU shall witness the carrying out of a portion of tests as prescribed in the Quality Control Hand Book. All the concerned officers shall record their observations in the Quality Control Registers. All test readings and observations as well as results shall be intimated by the PIU electronically to URRDA.
 - The 2nd tier shall comprise the SQMs deputed by the URRDA who would also separately inspect each work at least thrice during construction and upload at least ten digital photographs (including one of the Field Laboratories) through mobile set based hand-held devices directly on OMMAS. The SQMs will also inspect roads/bridges during post construction maintenance period as and when assigned by SQC.
 - The third tier shall comprise of National Quality Monitors (NQMs) engaged by the NRIDA for the purpose. The PIU of BRIDGE AND ROOF shall be responsible for reporting compliance on the observations of NQMs and observations of NRIDA in this regard and furnishing ATRs to URRDA for further submission to NRIDA.

(Uday Raj Singh)
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General Manager (Mktg. & BD) North

5.0 PERSONNEL OF BRIDGE AND ROOF

- 5.1 BRIDGE AND ROOF would deploy sufficient number of technical and support personnel for satisfactory and timely execution of the project at all levels.
- 5.2 BRIDGE AND ROOF will make available the list of Graduate and Diploma Engineers that it will deploy along with their CVs for approval by URRDA. Changes in key personnel like PIU Heads and above (other than redeployment within the projects in the State PMGSY works) shall be done only with prior information of URRDA. Other Staff can be changed without affecting the execution. If work is stopped at any project due to force majeure and or non-performance of deployed contractors, BRIDGE AND ROOF may shift the personnel by informing URRDA.
- 5.3 URRDA may ask BRIDGE AND ROOF to replace an engineer with another person with better or at least the same qualification and experience.

6.0 DOCUMENTS PREPARED BY BRIDGE AND ROOF TO BE THE PROPERTY OF THE GOVERNMENT OF UTTARAKHAND

All plans, drawings, specifications, designs, reports, other documents and software prepared by BRIDGE AND ROOF within scope of work assigned for the State Government/Ministry of Rural Development under this Agreement shall become and remain the property of the Government of Uttarakhand. BRIDGE AND ROOF shall, not later than 15 days upon completion, termination or expiration of this Agreement, whichever is earlier, deliver all such documents etc. to the URRDA, together with a detailed inventory thereof. BRIDGE AND ROOF may retain a copy of such documents and software.

7.0 ACCOUNTING, INSPECTION AND AUDITING

- (i) BRIDGE AND ROOF shall keep accurate and systematic accounts and records in respect of implementation of the project in accordance with the accepted accounting principles and in such form, manner (including entry in OMMAS) and details as may be specified by BRIDGE AND ROOF and URRDA, so as to identify all its relevant charges and cost, and the basis thereof and;
- (ii) BRIDGE AND ROOF shall permit the Government of Uttarakhand or its designated representative(s) periodically, and up-to one year from the expiration or termination of this Agreement, to inspect the

(Uday Raj Singh) 9
Chief Executive Officer
P.M.G.S.Y.
Uttarakhand, Dehradun

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General Manager (Mktg. & BD) North

same and make copies thereof as well as to have them audited by auditors appointed by the URRDA. The expenditure on this account will be borne by the URRDA. Periodic statements of all accounts shall be the duly authenticated outputs generated directly from the OMMAS.

8.0 RELEASE OF FUNDS (Construction and Maintenance Cost)

8.1 URRDA will release funds to PIUs of BRIDGE AND ROOF for construction/maintenance of works under PMGSY through State Consolidated Funds as per the current practice and in accordance with the Programme Guidelines. PIUs of BRIDGE AND ROOF will also be authorized to update such accounting entries on OMMAS like other PIUs in the State. An enabling provision for such data entry for BRIDGE AND ROOF will be made by URRDA in consultation with NRIDA/C-DAC.

8.2 Acceptance of the Tender should be restricted up to the Amount Put to Tender, which comprises of the estimated cost of construction and the cost of maintenance for post completion maintenance period approved by the Government of India. Any proposal of additional cost, over and above the sanctioned cost shall be referred to URRDA for final approval of competent authority as per PMGSY Guidelines.

8.3 Fund Release Process:

Authorization will be released by the URRDA within seven working days subject to placement of proper Requisition for on account Bills of actual progress of construction/maintenance works including Agency Fee.

9.0 RELEASE OF AGENCY FEE

9.1 The agency fee of BRIDGE AND ROOF shall be 6.66% (six point six six percent) of the value at which the projects have been awarded for execution plus 18% GST (as applicable) of the value of agency fee. In case, the BRIDGE AND ROOF has prepared the Detailed Project Reports on behalf of the Government of Uttarakhand, the BRIDGE AND ROOF shall be entitled to an additional amount equal to the actual cost of preparation of the DPRs limited to the standard rate prescribed by NRIDA.

9.2 The Agency Fee will be paid by State Govt. and booked under State Fund. The Schedule of payment of Agency Fee will be as under:

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Chief Executive Officer
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Uttarakhand, Dehradun

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General Manager (Mktg. & BD) North

1 st installment	The actual cost of preparation of DPRs limited to the standard rate prescribed by NRIDA, if any. Along with 1% (one) of the value of the projects proposed to be put to tender by URRDA for tendering.
2 nd installment	2% (two) on the awarded cost of construction reduced by the excess payment, if any, already; made in the 1 st installment on utilization of 30% of the awarded cost
3 rd installment	2.66% on the awarded cost of construction on utilization of 70% of the awarded cost.
4 th installment	1.00 % on the awarded cost of construction on achievement of 100% completion of construction and issue of no defect certificate by the URRDA against submission of bank guarantee of equal amount. 5 bank guarantees shall also be submitted, each equal to 0.2% of awarded cost of construction. One such bank guarantee shall be released to BRIDGE AND ROOF each year on issue of satisfactory maintenance certificate by URRDA for that year.
5 th installment	6.66 % of the awarded cost on the routine maintenance during 1st year and on issue of satisfactory maintenance certificate by the URRDA.
6 th Installment	6.66% of the awarded cost on routine maintenance during 2 nd years and on issue of satisfactory maintenance certificate by the URRDA.
7 th installment	6.66% of the awarded cost on routine maintenance during 3 rd year and on issue of satisfactory maintenance certificate by the

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Chief Executive Officer
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8 th installment	URRDA. 6.66% of the awarded cost on routine maintenance during 4 th year and on issue of satisfactory maintenance certificate by the URRDA.
9 th and final installment	6.66% of the awarded cost on routine maintenance during 5 th year and on issue of satisfactory maintenance certificate by the URRDA.

- 9.3 BRIDGE AND ROOF Fee shall cover the cost involved in inviting and deciding tenders, all administrative and project management expenses including deployment of the Teams for execution of the project work, and the first levels of quality monitoring as per PMGSY Guidelines. BRIDGE AND ROOF would intimate the SQC of the URRDA of the quality monitoring arrangement as per PMGSY Guidelines and quality manuals. The cost of advertisement of tenders in newspapers will be paid separately by the State.

10.0 TAXES AND DUTIES

- 10.1 All new or variations in statutory taxes/ levies, duties, Cess, entry tax charged by the Government of India/ Government of Uttarakhand and/ or other State Governments, and by or any local bodies/ authorities on the BRIDGE AND ROOF in respect of execution of projects covered under this agreement and GST on Consultancy Fee of BRIDGE AND ROOF (including any variation thereof) shall form an integral part of the project cost to be borne by URRDA and shall be reimbursed to BRIDGE AND ROOF by the URRDA on the basis of documentation .
- 10.2 Agency fee payable to BRIDGE AND ROOF shall be subjected to TDS at the rate applicable. In case BRIDGE AND ROOF is exempted from payment of income tax on the agency fee payable, proof of such tax exemption from the Income Tax Department is to be produced.
- 10.3 Any imposition(s) in the form of penalty or rate enhancement because of negligence/ delay, with regard to taxes and duties, on behalf of BRIDGE AND ROOF or its contractors shall not be

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General Manager (Mktg. & BD) North

adjusted towards the project cost and are not payable to BRIDGE AND ROOF.

11.0 COST ESCALATION

The following provisions will govern escalation of costs:

- a) In case, there is a tender premium, a detailed proposal justifying the case shall be sent to the URRDA and the decision on such tender premium shall be taken by the URRDA/Government of Uttarakhand as per Programme Guidelines.
- b) In case of escalation due to change in scope of work or change in specification which could not be foreseen at the time of preparing the DPRs, a detailed proposal justifying the case shall be sent to the URRDA and the decision on such cases of variation will be taken by URRDA/Government of Uttarakhand.
- c) In case of escalation due to delay/negligence on the part of BRIDGE AND ROOF, the additional cost thereof will be borne by BRIDGE AND ROOF.
- d) In case of escalation due to delay/negligence of Contractor(s), the additional cost thereof will be met through levy of Liquidated Damages on the Contractor(s) by BRIDGE AND ROOF and the same will be credited to the Project Funds.

12.0 CONFIDENTIALITY

BRIDGE AND ROOF, their Sub-Consultants, Contractors and the personnel of such Sub-Consultant or the Contractor shall not disclose any proprietary or confidential information relating to the project, the services, this Agreement or the Ministry of Rural Development/URRDA business or operations without the prior written consent of Ministry of Rural Development/URRDA.

13.0 INSURANCE TO BE TAKEN OUT BY BRIDGE AND ROOF

BRIDGE AND ROOF shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain at their (of the Sub-Consultants, as the case may be) own cost but on terms and conditions approved by URRDA/Ministry of Rural Development, insurance against the risk, and for the coverage, as specified below and at the request of the Co-ordination Committee, BRIDGE AND ROOF shall provide evidence showing that such insurance has been taken out and maintained and that the current premium therefore have been paid;

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Chief Executive Officer
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General Manager (Mktg. & BD) North

(a) Third party motor vehicle liability insurance as required under Motor Vehicles Act 1988 in respect of motor vehicles operated in India by the BRIDGE AND ROOF or their personnel or any Sub-Consultant or their personnel for the period of the Contract; and

(b) BRIDGE AND ROOF professional liability and worker's compensation insurance in respect of the Personnel of the BRIDGE AND ROOF and any Sub-Consultant, in accordance with relevant provision of the applicable law, as well as, with respect to such personnel, any such life health, accident, travel or other insurance as may be appropriate.

14.0 IMPLEMENTATION OF THE AGREEMENT

All directions, approvals, consents and notices to be given and actions to be taken under these presents, unless otherwise expressly provided herein, shall be exercised and given by the signatories to this Agreement or by the authorized representative(s) that each party may nominate in this behalf and notify in writing to the other party. Any other nomination of authorized representative (s) and/or changes in designation shall be informed likewise in writing within one month of signing of the Agreement Notwithstanding any nomination, the designated Officer of BRIDGE AND ROOF or his authorized representatives at its Head Office first above mentioned shall be authorized to act for and on behalf of BRIDGE AND ROOF. Notwithstanding any nomination, CEO URRDA or his authorized representatives shall be authorized to act for and on behalf of the Government of Uttarakhand. Any changes in designation/registered office address shall be intimated in writing to all concerned parties.

15. TERMINATION

15.1 The contract with BRIDGE AND ROOF is liable to be terminated on any or all of the following grounds:-

- (i) Violation of Terms & Conditions specified in this Agreement by BRIDGE AND ROOF.
- (ii) Violation of Terms & Conditions specified in the PMGSY Standard Bidding Document (SBD) by BRIDGE AND ROOF.
- (iii) Violation of the PMGSY Guidelines/Operational Manual by BRIDGE AND ROOF.


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Chief Executive Officer
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BRIDGE & ROOF CO. (INDIA) LTD.
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महा प्रबन्धक (विपणन एवं बी.डी.) उत्तर
General Manager (Mktg. & BD) North

(iv) Mutual agreement by all the parties to this agreement to terminate/foreclose this agreement on the ground of inability of the BRIDGE AND ROOF to perform its role as a PIU under this agreement.

(v) Any issue not covered under the General Terms & Conditions of this Agreement, but is likely to adversely affect the interests of the Government of India or the Government of Uttarakhand.

15.2 This agreement shall, however, be terminated on the grounds mentioned above other than the ground stated at (iv), only after giving a reasonable opportunity to BRIDGE AND ROOF to explain its case, giving it time of minimum 15 days or such time as deemed necessary by the government of Uttarakhand to do so. Thereafter, in the event of a decision to terminate this agreement, '15 days' further time shall be given to the BRIDGE AND ROOF to wind up its operations. Any costs incurred by BRIDGE AND ROOF as a result of such termination and winding up due to stated grounds at (i) to (iii) of Para 15.1 shall be borne by BRIDGE AND ROOF.

15.3 On termination of this agreement, the Government of Uttarakhand, may appoint another PIU to take over the tasks and functions assigned to the BRIDGE AND ROOF under this agreement, or require the Government of Uttarakhand to appoint its own PIU and the BRIDGE AND ROOF shall provide all cooperation and assistance required for transfer of the works, including maintenance of the completed works, to the PIU.

15.4 On such termination of the agreement, BRIDGE AND ROOF shall settle all the pending issues with its contractors/agencies, including recording of the status of execution/completion of works in the presence of representative(s) of these contractors/agencies and make all payments due on such works to these contractors/agencies, subject to certification by the State.

15.5 Further, on such termination of the Agreement on the grounds specified in Para 15.1(i) to (iii) above, no additional claim by BRIDGE AND ROOF will be entertained.

15.6 On termination/foreclose of the Agreement on the stated grounds at (iv) & (v) of Para 15.1, BRIDGE AND ROOF shall be given a notice of 90 days to wind up the operations and shall take up all the activities as per Para 15.3 and 15.4 for smooth handing over to Government of Uttarakhand.

(Uday Raj Singh)
Chief Executive Officer
P.M. G.S.Y.
Uttarakhand, Dehradun

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ब्रिज एण्ड रूफ कंपनी (भारत) लिमिटेड
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General Manager (Mktg. & BD) North

15.7 In all cases of termination of this agreement, BRIDGE AND ROOF shall refund to the Government of Uttarakhand the balance of the unutilized amounts out of the funds released to it under this agreement.

16.0 INDEMNITY

BRIDGE AND ROOF shall, before commencing work under the agreement, submit to Government of Uttarakhand, an indemnity bond or any other surety to the satisfaction of Government of Uttarakhand, for a value equivalent to 10% of the BRIDGE AND ROOF fee, which shall remain valid for the Project construction completion period against abandonment of work or termination where such termination was due to willful failure on the part of BRIDGE AND ROOF to be performed under this Agreement.

17.0 DISPUTE RESOLUTION

17.1 The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the currency of the Agreement, and the Parties hereby agree that it is their intention that this agreement has to be operated fairly between them, and without detriment to the interest of either of them and that if during the term of this agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree, action pursuant to the provisions of para 17.2 shall apply.

17.2 Any differences or dispute between the Parties arising out of or in connection with these presents shall be discussed and settled amicably amongst the parties in the Coordination Committee. In case of a difference or dispute arising out of the interpretation of a clause of this Agreement, the same shall be referred to Principal Secretary, Ministry of Rural Development, Uttarakhand, whose interpretation shall be final and binding on all Parties to this Agreement.

18.0 NOTICE

All notice required or referred to under this Agreement, shall be writing and signed by the respective authorized signatures' of the parties mentioned herein above, unless otherwise notified.

(Uday Raj Singh)
Chief Executive Officer
P.M.G.S.Y.
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ब्रिज एण्ड रूफ कम्पनी (इंडिया) लिमिटेड
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General Manager (Mktg. & BD) North

19.0 FORCE MAJEURE

The parties shall ensure due compliance with the terms of this Agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the Agreement to the extent that such a failure is due to force majeure events such as fire, rebellion, mutiny, civil commotion, riots, strike, lock-out floods, forces of nature, accident, act of God and any other reason beyond the control of concerned party. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event and give written notice of 15 days to the other party to this effect.

Not later than 30 days after the BRIDGE AND ROOF as a result of an event of force majeure, having become unable to perform a material portion of the Agreement, the Parties shall consult one another with a view to agreeing on appropriate measure to be taken in the circumstances.

However, the service covered under this Agreement shall be started as soon as practicable by the parties concerned after such eventuality has come to an end or ceased to exist. The construction contract with the contractor shall be governed by the Standard Bidding Document and as amended from time to time, issued by National Rural Infrastructure Development Agency (NRIDA), Ministry of Rural Development, Government of India.

20.0 INDEMNIFICATION

The BRIDGE AND ROOF shall fully indemnify and keep indemnified the President of India and the Governor of Uttarakhand against any action, claim or proceeding relating to infringement by the BRIDGE AND ROOF, including its agents, of any of the provisions of relevant acts, laws, rules, regulations and /or notifications including amendments. In the event of any claims except Arbitration/cases for claims of contractors made under or action brought against the Government of India and/ or the Government of Uttarakhand in respect of any such matter as aforesaid, the BRIDGE AND ROOF shall be immediately notified, thereof, who shall, at its own expense, settle the claims(s) or conduct any litigation that may arise thereof.

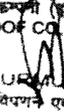
21.0 DURATION AND VALIDITY

21.1 This agreement shall come into force and become effective on the date of signing of the Agreement and shall remain valid for a period 45 (Forty


(Uday Raj Singh)
Chief Executive Officer
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ब्रिज एण्ड रूफ कंपनी (इंडिया) लिमिटेड
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General Manager (Mktg. & BD) North

Five) Days after the stated period of Maintenance including the Period of Construction.

21.2 In case the implementation of the Project gets extended, then all the provisions of this/Agreement shall continue to operate till this Agreement is formally renewed/extended/replaced/foreclosed or terminated. The Agreement may be foreclosed/ terminated on mutual consent of the parties.

21.3 Terms and conditions stated here in this document may be altered/modified/amended with the consent of both the parties and final approval of the competent authority of the state government and these conditions would form a part of this agreement.

22.0 JURISDICTION

The Agreement has been entered and its validity, construction, interpretation & legal effects shall be to the exclusive jurisdiction of the District Courts of Dehradun. No other jurisdiction shall be applicable.

IN WITNESS WHEREOF the Parties have executed these present through their Authorized Representative at Dehradun.

<p>For and on Behalf of Government of Uttarakhand</p> <p>(Uday Raj Singh) CEO URRDA</p> <p><i>(Signature)</i> (Uday Raj Singh) Officer Uttarakhand, Dehradun</p>	<p>For and on Behalf of BRIDGE AND ROOF</p> <p>ब्रिज एण्ड रूफ कंपनी (भारत) लिमिटेड BRIDGE & ROOF CO. (INDIA) LTD.</p> <p>गुरमुख सिंह / GURMUKH SINGH महा प्रबन्धक (विपणन एवं बी.डी.) उत्तर General Manager (Mktg. & BD) North</p> <p>(GURMUKH SINGH) GENERAL MANAGER (MKTG & BD)N BRIDGE AND ROOF</p>
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Witness

1. *(Signature)*
(शशि कान्त पाण्डेय)
सहायक अभियन्ता
यू.आर.आर.डी.ए., देहरादून

2. *(Signature)* 22/09/21
(संजय सिंह)
अधिशासी अभियन्ता
यू0आर0आर0डी0ए0

Witness

1. *(Signature)*
(A. Banerjee)
Asst. Const. Manager.
Bridge & Roof Co. (I) Ltd.

2. *(Signature)*
(MANISH KUMAR)
Construction Manager
Bridge & Roof Co. (I) Ltd.



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