

॥ ई-मेल ॥

प्रेषक,

जिलाधिकारी,  
रुद्रप्रयाग।

सेवा में,

रजिस्ट्रार जनरल,  
मा0 राष्ट्रीय हरित अधिकरण,  
नई दिल्ली (110001)/

संख्या- 1385 /33-10 (2024-25)

दिनांक

जनवरी, 04, 2025

विषय:-

मा0 राष्ट्रीय हरित प्राधिकरण, नई दिल्ली में योजित मूल आवेदन संख्या-1144/2024 मोहन सिंह बागड़ी बनाम् उत्तराखण्ड राज्य के संबंध में।


महोदय,

कृपया उपरोक्त विषयक मा0 राष्ट्रीय हरित प्राधिकरण, नई दिल्ली में योजित मूल आवेदन संख्या-1144/2024 मोहन सिंह बागड़ी बनाम् उत्तराखण्ड राज्य के मामले में दिनांक 19.11.2024 को पारित आदेश के द्वारा जिलाधिकारी, रुद्रप्रयाग को नोडल प्राधिकारी नामित किया गया।

मा0 प्राधिकरण द्वारा पारित आदेश के क्रम में कार्यालय आदेश संख्या-901/33-10 (2024-25) दिनांक 09 दिसम्बर, 2024 को समिति गठित करते हुए दिनांक 11 दिसम्बर, 2024 को स्थलीय निरीक्षण किये जाने के निर्देश दिये गये। अधोहस्ताक्षरी की ओर से उप जिलाधिकारी, रुद्रप्रयाग स्थलीय निरीक्षण में उपस्थित हुए।

उप जिलाधिकारी, रुद्रप्रयाग ने अपने पत्र संख्या-59/पी0ए0-2024 दिनांक 11 दिसम्बर, 2024 द्वारा उपरोक्त प्रकरण से संबंधित संयुक्त निरीक्षण आख्या प्रस्तुत की गयी है।

अतएव उप जिलाधिकारी, रुद्रप्रयाग द्वारा उपलब्ध करायी गयी संयुक्त निरीक्षण आख्या (Searchable PDF/OCR Supported PDF) में संलग्न कर अग्रेत्तर कार्यवाही हेतु प्रेषित की जा रही है।  
संलग्न- यथोपरि।

भवदीय,  
  
(सी.एस. महारवार)  
जिलाधिकारी,  
रुद्रप्रयाग।

प्रतिलिपि:-

- निम्नांकित को मा0 प्राधिकरण द्वारा दिनांक 11.07.2024 को पारित आदेश के क्रम में गठित समिति की संयुक्त निरीक्षण आख्या सूचनार्थ एवं अग्रेत्तर कार्यवाही हेतु प्रेषित:-
- 1- सचिव, उत्तराखण्ड शासन, सिंचाई एवं बाढ़ नियंत्रण अनुभाग-2, देहरादून।
  - 2- श्री अमित पोखरियाल, क्षेत्रीय अधिकारी, उत्तराखण्ड प्रदूषण नियंत्रण बोर्ड, क्षेत्रीय कार्यालय, ई-115 नेहरू कॉलोनी, देहरादून।
  - 3- श्री ध्रुव टम्टा, पैनल अधिवक्ता, 331, एम.सी. शीतलवाड ब्लॉक, सर्वोच्च न्यायालय, नई दिल्ली को संयुक्त निरीक्षण आख्या संलग्न कर इस आशय से प्रेषित कि उक्त प्रकरण से संबंधी प्रभावी पैरवी मा0 प्राधिकरण में करने का कष्ट करें।

जिलाधिकारी,  
रुद्रप्रयाग।

॥ आदेश ॥

मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित मूल आवेदन सं0-1144/2024 मोहन सिंह बागड़ी बनाम उत्तराखण्ड राज्य व अन्य के मामले में दिनांक 19.11.2024 के द्वारा शिकायतकर्ता श्री मोहन सिंह बागड़ी, ग्राम सेमलता पट्टी भरदार ब्लॉक जखोली जनपद रुद्रप्रयाग की सेमलता-कफना-डुंगरा मोटरमार्ग पर सड़क निर्माण तथा भरदारी गाड़ में पुल निर्माण कार्य से निकले मलबे को नदी में डाले जाने से 02 घराट प्रभावित होने संबंधित शिकायत पर संज्ञान लेते हुए मा0 अधिकरण द्वारा पारित आदेश दिनांक 19.11.2024 के बिन्दु संख्या-3 में निम्न संयुक्त समिति का गठन किया गया है:-

1. जिलाधिकारी, रुद्रप्रयाग।
2. उत्तराखण्ड प्रदूषण नियंत्रण बोर्ड।
3. प्रमुख सचिव, सिंचाई विभाग उत्तराखण्ड का एक प्रतिनिधि जो अधिशासी अभियन्ता के पद न्यून न हो।

संबंधित प्रकरण में जिलाधिकारी, रुद्रप्रयाग को समन्वय और अनुपालन हेतु नोडल अधिकारी नामित किया गया है, तथा संयुक्त समिति को स्थल का निरीक्षण करते हुए तथ्यात्मक रिपोर्ट प्रस्तुत किये जाने के निर्देश दिये गये हैं।

अतः मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित मूल आवेदन सं0-1144/2024 में पारित आदेश दिनांक 19.11.2024 के अनुपालन में शासन तथा प्रदूषण नियंत्रण बोर्ड द्वारा नामित सदस्यों के साथ जनपद के निम्नांकित अधिकारियों को नामित करते हुए निम्न समिति गठित की जाती है, तथा गठित समिति दिनांक 11 दिसम्बर, 2024 को स्थलीय निरीक्षण करते हुए समयान्तर्गत उप जिलाधिकारी, रुद्रप्रयाग के माध्यम से उपरोक्त प्रकरण से संबंधित तथ्यात्मक संयुक्त निरीक्षण आख्या उपलब्ध करायेगी:-

1. श्री अमित पोखरियाल, क्षेत्रीय अधिकारी, उत्तराखण्ड प्रदूषण नियंत्रण बोर्ड, क्षेत्रीय कार्यालय, ई-115 नेहरू कॉलोनी, देहरादून।
2. उप जिलाधिकारी, रुद्रप्रयाग।
3. अधिशासी अभियन्ता, सिंचाई खण्ड, रुद्रप्रयाग।
4. उप निदेशक/ज्येष्ठ खान अधिकारी, भूतत्व एवं खनिकर्म विभाग, रुद्रप्रयाग।

दिनांक 07.12.2024

ह0/-  
(श्याम सिंह राणा)  
प्र0 जिलाधिकारी,  
रुद्रप्रयाग।

॥ कार्यालय जिलाधिकारी, रुद्रप्रयाग ॥

संख्या- 901/33-10 (2024-25) दिनांक दिसम्बर, 09, 2024

प्रतिलिपि:- निम्नांकित को सूचनार्थ एवं अग्रेत्तर कार्यवाही हेतु प्रेषित-

- 1- गठित समिति से संबंधित अधिकारीगण।
- 2- अधिशासी अभियन्ता, पी.एम.जी.एस.वाई. (सि0ख0), जखोली, जनपद रुद्रप्रयाग।
- 3- कार्यालय प्रति।

(डी.एस. रौतेला)  
प्रभारी अधिकारी (सं0का0),  
कृते जिलाधिकारी, रुद्रप्रयाग।

*[Handwritten Signature]*

प्रेषक,

उप जिलाधिकारी,  
रुद्रप्रयाग।

सेवा में,

जिलाधिकारी,  
रुद्रप्रयाग।

oc/mc  
v  
A.D.M  
13/12/2024

पत्रांक- 59 / पी0ए0-2024, रुद्रप्रयाग, दिनांक- 11, दिसम्बर, 2024।

विषय- मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित मूल आवेदन संख्या-1144/2024, मोहन सिंह बागड़ी बनाम् उत्तराखण्ड राज्य व अन्य के मामले के संबंध में।

महोदय,

कृपया उपरोक्त विषयक आपके आदेश संख्या-901/33-10 (2024-25), दिनांक-09 दिसम्बर, 2024 का सादर सन्दर्भ ग्रहण करने का कष्ट करें, जिसके द्वारा विषयगत प्रकरण के संबंध में संयुक्त निरीक्षण आख्या उपलब्ध कराये जाने के निर्देश दिये गये हैं।

उक्तांकित आदेश में दिये गये निर्देशों के अनुपालन में विषयगत प्रकरण में अधोहस्ताक्षरी, क्षेत्रीय अधिकारी, उत्तराखण्ड प्रदूषण नियंत्रण बोर्ड, देहरादून, अधिशासी अभियन्ता, सिंचाई खण्ड, रुद्रप्रयाग, उप निदेशक/ज्येष्ठ खान अधिकारी, भूतत्व एवं खनिकर्म विभाग, रुद्रप्रयाग एवं सहायक वैज्ञानिक अधिकारी, उत्तराखण्ड प्रदूषण नियंत्रण बोर्ड, देहरादून द्वारा अधिशासी अभियन्ता, पी0एम0जी0एस0वाई0, (सिंचाई खण्ड) जखोली एवं शिकायकर्ता के प्रतिनिधि की उपस्थिति में प्रश्नगत स्थल का संयुक्त स्थलीय निरीक्षण किया गया।

अतः उपरोक्तानुसारं तैयार संयुक्त स्थलीय निरीक्षण आख्या मूल में संलग्न कर महोदय के संज्ञानार्थ एवं आवश्यक कार्यवाही हेतु सादर प्रेषित की जा रही है।

संलग्न-यथोक्त।

भवदीय,

( आशीष चन्द्र घिस्डियाल, 11/12/24  
उप जिलाधिकारी,  
रुद्रप्रयाग।

## ॥ संयुक्त निरीक्षण आख्या ॥

कार्यालय जिलाधिकारी महोदय, रुद्रप्रयाग के पत्र संख्या-901/33-10 (2024-25), दिनांक-09 दिसम्बर, 2024 के क्रम में मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित मूल आवेदन संख्या-1144/2024, मोहन सिंह बागड़ी बनाम उत्तराखण्ड राज्य व अन्य में शिकायतकर्ता श्री मोहन सिंह बागड़ी, निवासी ग्राम सेमलता, पट्टी भरदार, विकासखण्ड जखोली, जनपद रुद्रप्रयाग द्वारा सेमलता-कफना-डुंगरा मोटर मार्ग पर सड़क निर्माण तथा भरदारी गाड़ में पुल निर्माण के कार्य से निकले मलवे को नदी में डाले जाने से दो घराट प्रभावित होने के संबंध में जाँच हेतु निम्नवत् संयुक्त टीम का गठन किया गया है-

1. उप जिलाधिकारी, रुद्रप्रयाग।
2. क्षेत्रीय अधिकारी, उत्तराखण्ड प्रदूषण नियंत्रण बोर्ड, देहरादून।
3. अधिशासी अभियन्ता, सिंचाई खण्ड, रुद्रप्रयाग।
4. उप निदेशक/ज्येष्ठ खान अधिकारी, भूतत्व एवं खनिकर्म विभाग, रुद्रप्रयाग।

जिलाधिकारी महोदय के उक्तांकित पत्र में दिये गये निर्देशों के अनुपालन में उपरोक्त गठित समिति द्वारा आज दिनांक-11 दिसम्बर, 2024 को विषयगत स्थल का संयुक्त स्थलीय निरीक्षण किया गया, जिसमें उपस्थिति निम्नवत् रही है-

1. उप जिलाधिकारी, रुद्रप्रयाग।
2. क्षेत्रीय अधिकारी, उत्तराखण्ड प्रदूषण नियंत्रण बोर्ड, देहरादून।
3. अधिशासी अभियन्ता, सिंचाई खण्ड, रुद्रप्रयाग।
4. उप निदेशक/ज्येष्ठ खान अधिकारी, भूतत्व एवं खनिकर्म इकाई, रुद्रप्रयाग।
5. सहायक वैज्ञानिक अधिकारी, उत्तराखण्ड प्रदूषण नियंत्रण बोर्ड, देहरादून।
6. अधिशासी अभियन्ता, पी0एम0जी0एस0वाई0, (सिंचाई खण्ड) जखोली।
7. सहायक अभियन्ता/कनिष्ठ अभियन्ता, पी0एम0जी0एस0वाई0, (सिंचाई खण्ड) जखोली।
8. शिकायतकर्ता श्री मोहन सिंह बागड़ी, ग्राम सेमलता, पट्टी भरदार, विकासखण्ड जखोली के प्रतिनिधि श्री शिशुपाल सिंह बागड़ी पुत्र रतनू सिंह, ग्राम सेमलता।
9. श्री रनजीत तरफदार, प्रतिनिधि ब्रीज एण्ड रूफ कम्पनी इंडिया लि0।
10. श्री सोहन लाल, राजस्व उप निरीक्षक, तहसील रुद्रप्रयाग।

निरीक्षण के समय की उपस्थिति का विवरण संलग्न है- (अनुलग्नक-1)

विषयगत प्रकरण/स्थल से संबंधित स्थलीय निरीक्षण आख्या बिन्दुवार निम्नवत् है:-

स्थलीय निरीक्षण के दौरान अधिशासी अभियन्ता, पी0एम0जी0एस0वाई0 द्वारा उपलब्ध कराये गये अभिलेखों के अनुसार प्रमुख सचिव, ग्राम्य विकास विभाग, उत्तराखण्ड शासन, देहरादून के कार्यालय ज्ञाप संख्या-829/पी1-34(Phase-XVI) /यू.आर.आर.डी.ए./18, दिनांक-14 मई, 2018 के माध्यम से उक्त सड़क सेमलता-कफना-डुंगरा (Semalta to kafna satni, 1050 कि0मी0 12 की प्रशासनिक स्वीकृति प्राप्त है। (अनुलग्नक-2)

उक्त सड़क के निर्माण हेतु भारत सरकार के वन पर्यावरण एवं जलवायु परिवर्तन मंत्रालय के पत्र संख्या-8बी/यू0सी0पी0/06/182/2019/एफ0सी0/1587, दिनांक-20.10.2020 के माध्यम से स्वीकृति प्राप्त की गयी है, (अनुलग्नक-3)। तदोपरान्त उत्तराखण्ड ग्रामीण सड़क विकास अभिकरण द्वारा उक्त मोटर मार्ग के निर्माण के लिये अनुबन्ध संख्या-54/UT-10-39(I)/XVI/CE-URRDA/2018-19 दिनांक-11.10.2018 के माध्यम कार्य आवंटित किया गया (अनुलग्नक-4) एवं उत्तराखण्ड ग्रामीण सड़क विकास अभिकरण द्वारा उक्त सड़क निर्माण में स्थान भरदारी गाड़ पर पुल के निर्माण हेतु रूफ एवं ब्रीज इंडिया लि0 को कार्य आवंटित किया गया है, (अनुलग्नक-5)।

1. निरीक्षण के दौरान अपर सहायक अभियन्ता, पी0एम0जी0एस0वाई0, जखोली द्वारा अवगत कराया गया कि शिकायतकर्ता श्री मोहन सिंह बागड़ी, निवासी ग्राम सेमलता को उनके दूरभाष नम्बर-9999052323 पर दिनांक-10 दिसम्बर, 2024 को लगभग प्रातः 07:30 बजे अवगत कराया गया कि दिनांक-11 दिसम्बर, 2024 को आपके द्वारा मा0 राष्ट्रीय हरित





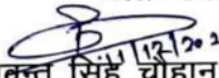


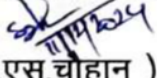
11  
अधिकरण, नई दिल्ली में दर्ज की गयी। शिकायत के संबंध में गठित समिति द्वारा जाँच की जानी है, जिसमें आपकी उपस्थिति अनिवार्य है। इस संबंध में शिकायतकर्ता द्वारा अवगत कराया गया कि वे वर्तमान समय नोएडा में निवासरत हैं एवं दिनांक-11 दिसम्बर, 2024 को जाँच के दौरान मौके पर उपस्थित नहीं हो सकते हैं। शिकायतकर्ता द्वारा यह भी अवगत कराया गया कि मेरे द्वारा मौके पर अपने किसी प्रतिनिधि को भेजा जायेगा। संयुक्त स्थलीय निरीक्षण के दौरान शिकायतकर्ता के प्रतिनिधि के रूप में श्री शिशुपाल सिंह बागड़ी पुत्र रतनू सिंह, ग्राम सेमलता मौके पर उपस्थित थे।


2. निरीक्षण के दौरान मौके पर उपस्थित अधिशासी अभियन्ता, पी0एम0जी0एस0वाई0, जखोली द्वारा अवगत कराया गया कि उपरोक्त वर्णित सड़क पर जगह-जगह कुल 06 डम्पिंग जोन हैं। इस संबंध में कार्यदायी संस्था पी0एम0जी0एस0वाई, जखोली द्वारा मक डम्पिंग प्लान प्रमाण-पत्र प्रस्तुत किया गया है, (अनुलग्नक-6)। प्रश्नगत स्थल पर सड़क निर्माण से उत्सर्जित मलवे (CONSTRUCTION AND DEMOLITION WASTE) गिरने से भरदारी गाड़ में पानी के बहाव की चौड़ाई कम हुई है। प्रश्नगत स्थल पर एक डम्पिंग यार्ड पाया गया, जिसमें नीचे की तरफ वायर क्रेटस स्थापित पाये गये, जो अत्यधिक मलवा आने से क्षतिग्रस्त पाये गये, जिससे जनित मलवा भरदारी गाड़ में भी गया है, जिसकी पुष्टि निरीक्षण के समय भी की गयी। यह भी उल्लेखनीय है कि वर्षा काल के समय सड़क के ऊपरी भू-भाग से भू-स्खलन के दौरान उत्सर्जित मलवा भी उक्त भरदारी गाड़ में जाना पाया गया। भरदारी गाड़ में स्थापित घराट (वार्टर मिल) के संबंध में राजस्व अभिलेखों से पुष्टि की गयी, जिसमें पूर्व में उक्त स्थान पर घराट स्थापित था। सड़क निर्माण व वर्षा काल में भू-स्खलन से उत्सर्जित मलवा, कार्यदायी संस्था द्वारा निर्मित डम्पिंग यार्ड के नीचे लगाये गये वार्यर क्रेट क्षतिग्रस्त हुये हैं तथा अतिरिक्त मलवा उक्त भरदारी गाड़ में आने से घराट दब गया है/क्षतिग्रस्त हुआ है।
3. निरीक्षण के समय भरदारी गाड़ पर ब्रीज एण्ड रूफ इंडिया लि0 द्वारा 48 मीटर लम्बे पुल का निर्माण कार्य गतिमान पाया गया। पुल निर्माण के दौरान कटिंग व नीव खुदाई आदि से उत्सर्जित मलवा/मक निमार्णाधीन स्थल पर पाया गया। उक्त मलवे से भरदारी गाड़ का पानी के बहाव की चौड़ाई कम हुई है।


मौका निरीक्षण एवं कार्यदायी संस्था द्वारा उपलब्ध कराये गये अभिलेख एवं मौके पर हुई वार्ता तथा उपस्थित शिकायतकर्ता के प्रतिनिधि व अन्य ग्रामीणों से हुई वार्ता के अनुसार सड़क निर्माण हेतु कार्यदायी संस्था पी0एम0जी0एस0वाई0, जखोली एवं ब्रीज एण्ड रूफ इंडिया लि0 द्वारा क्रमशः सड़क निर्माण से उत्सर्जित मलवा व पुल के निर्माण हेतु नीव के खुदान से उत्सर्जित मलवे का CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT RULE 2016 उल्लिखित प्राविधानों के अनुसार समुचित प्रबन्धन/निस्तारण नहीं किया गया है।


अतः उक्तानुसार संयुक्त निरीक्षण आख्या आवश्यक कार्यवाही हेतु सादर प्रेषित।

  
( खुशवंत सिंह चौहान )  
अधिशासी अभियन्ता,  
सिंचाई खण्ड  
रुद्रप्रयाग।




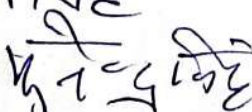





  
( एस.एस.चौहान )  
सहायक वैज्ञानिक अधिकारी  
उत्तराखण्ड प्रदूषण नियंत्रण बोर्ड,  
देहरादून

  
( बीरेंद्र कुमार सिंह )  
उप निदेशक/ज्येष्ठ खान  
अधिकारी, रुद्रप्रयाग।

  
( अमित पोखरियाल )  
क्षेत्रीय अधिकारी,  
उत्तराखण्ड प्रदूषण नियंत्रण बोर्ड,  
देहरादून।

  
( आशीष चन्द भट्टियाल )  
उप जिलाधिकारी,  
रुद्रप्रयाग।

उपरोक्त दिनांक-11-12-2024 को श्रीमान् जिलाधिकारी महोदय, के पास संख्या- 901/33-10 (2024-25) दिनांक दिसम्बर 09, 2024 के अनुपालन में मानकीय दारिद्र्य प्रकृति में योजित काद सं० 1144/-2024 में दिये निदेशों के क्रम में उत्तराखण्ड प्रदूषण नियंत्रण बोर्ड के प्रातिनिधिक अधिकारि शिवाजी सिंह के अतिरिक्त अधिकारी उत्तराखण्ड प्रदूषण नियंत्रण बोर्ड क्षेत्रीय कार्यालय ई-115 नेहरू कालोनी देहरादून श्रीमान् उपजिलाधिकारी महोदय रुद्रप्रसाद अधिकारी सिंह एवं जेष्ठ जून अधिकारी ब्रजेश एवं जूनियर जिलाधिकारी रुद्रप्रसाद तथा सिविल कार्यवाही का प्रसंगिकी श्री शिवाजी सिंह को रखा है. श्री शिवाजी सिंह पर उपरोक्त में, सिविल कार्यवाही की मोहताबि कागदों को दूरकाष-सं० 9354 01 699 का 999 का 05 2323 पर कानून सम्बन्ध कराया गया है दिनांक 11-12-2024 को मानकीय राष्ट्रीय दारिद्र्य प्रकृति नई दिल्ली में दिये गये आदेशों में सिविल कार्यवाही पर- सिविल कार्यवाही उपरोक्त की प्रा.

- 1 नाम - शिवाजी सिंह -  एक एक पीएन  
उपनिदेशक अधिकारी  
अतिरिक्त डी.डी.डी.
  - 2  आनिल सिंह
  - 3  अनंद सिंह - 
  - 4  अनंद सिंह  
सहायक उपनिदेशक
  - 5  अनंद सिंह  
उपनिदेशक/संय.  
खाना भवन, एसडीओ
  - 6 अमित पोखरीवाल  
डि० सचिव०, यू०के०पी०सी  
देहरादून
-   
 (ASHSH Guldiyal)  
 SDM (R)  
 11/12/24  
  
 11/12/2024  
 (कृष्णकमल सिंह पीएन)  
 सचिव/अतिरिक्त  
 विनियम सं० 5, 2014/उपनिदेशक  
  
 (Anand Singh)  
 B.S.  
 Anand Singh  
 Jalandhar

उपस्थिति पत्र

आज दिनांक 11-12-2024 को श्रीमान जिलाधिकारी महोदय के पत्र संख्या-901/33-10 (2024-25) दिनांक दिसम्बर, 09, 2024 के अनुपालन में माननीय हरित प्राधिकरण में योजित वाद सं0-1144/2024 में दिये गये निर्देशों के क्रम में उत्तराखण्ड प्रदूषण नियंत्रण बोर्ड के प्रतिनिधि श्री अमित पोखरियाल क्षेत्रीय अधिकारी उत्तराखण्ड प्रदूषण नियंत्रण बोर्ड क्षेत्रीय कार्यालय ई-115 नेहरू कॉलोनी देहरादून, श्रीमान उप जिलाधिकारी महोदय रुद्रप्रयाग, अधिशासी सिंचाई खण्ड अभियन्ता, ए0ई0 पी0एम0जी0एस0वाई0 रुद्रप्रयाग एवं उप निदेशक/ज्येष्ठ खान अधिकारी भूतत्व एवं खनिकर्म विभाग रुद्रप्रयाग तथा शिकायतकर्ता का प्रतिनिधि श्री शिशुपाल सिंह पुत्र रतनू सिंह ग्राम सेमल्ला मौके पर उपस्थित थे। शिकायतकर्ता श्री मोहनसिंह बागड़ी को दूरभाष नम्बर 935401699, 9999052323 पर अवगत कराया गया कि दिनांक 11-12-2024 को माननीय राष्ट्रीय हरित अधिकरण नई दिल्ली मौके पर उपस्थित थे, शिकायतकर्ता धर सेमल्ला मौके पर उपस्थित नहीं था।

- |     |   |                     |            |
|-----|---|---------------------|------------|
| 1-  | शिशुपाल सिंह  | ह0 अस्पष्ट          |            |
| 2-  | अनिल सिंह   | ह0 अस्पष्ट          |            |
| 3-  | मुनेन्द्र सिंह  | ह0/- मुनेन्द्र सिंह |            |
| 4-  | सोहनलाल, रा0उ0नि0 सौराखाल                                       | ह0 अस्पष्ट          |            |
| 5-  | बीरेन्द्र कुमार सिंह, उप निदेशक/ज्ये. खान अधि. रुद्रप्रयाग।     | ह0 अस्पष्ट          | 11/12/2024 |
| 6-  | अमित पोखरियाल, क्षे0अधि0, यू.के.पी.सी.बी., देहरादून।            | ह0 अस्पष्ट          |            |
| 7-  | एस0एस0 चौहान, सहायक वैज्ञानिक अधिकारी यू.के.पी.सी.बी. देहरादून। | ह0 अस्पष्ट          | 11/12/2024 |
| 8-  | Ranjit Tarafder, JE B&R   | ह0 अस्पष्ट          |            |
| 9-  | Ashish Ghildiyal, SDM (R)                                       | ह0 अस्पष्ट          | 11/12/24   |
| 10- | खुशवन्त सिंह चौहान, अधिशासी अभियन्ता सिंचाई खण्ड, रुद्रप्रयाग।  | ह0 अस्पष्ट          | 11/12/2024 |
| 11- | OMJEE, EE PMGSY Jakholi   | ह0 अस्पष्ट          |            |

## ग्राम्य विकास विभाग

उत्तराखण्ड शासन

देहरादून

संख्या: 329 / पी1-34(Phase-XVI) / यू.आर.आर.डी.ए. / 18 दिनांक: 14 मई, 2018

कार्यालय ज्ञाप

प्रधानमंत्री ग्राम सड़क योजना फेज-18, वर्ष 2018-19, बैच-1 में 182 (1000+ की 02, 500+ की 22, 250+ की 158 एवं 2 कलस्टर) असंयोजित पात्र बसावटों को बारहमासी सम्पर्क मार्गों से संयोजित करने हेतु Regular PMGSY के अन्तर्गत 256 कार्यों (स्टेज-1 के 107, स्टेज-1 व 2 के 27, स्टेज-2 के 95 एवं सेतु के 27), लम्बाई 2038.289 किमी०, लागत ₹ 1282.82 करोड़ (केन्द्रांश ₹ 1135.71 करोड़ एवं राज्यांश ₹ 127.11 करोड़), ग्रामीण विकास विभाग, भारत सरकार के पत्र सं० पी-17024/24/2017-RC (FMS-355978) दिनांक 25 अप्रैल, 2018 के द्वारा प्रदत्त वित्तीय स्वीकृति के क्रम में, कार्यवार प्रशासनिक एवं वित्तीय स्वीकृति परिशिष्ट-क के अनुसार प्रदान की जाती है। इन 256 कार्यों में से स्टेज-1 के कार्यों हेतु 02 वर्षीय एवं स्टेज-1 व 2, स्टेज-2 व सेतुओं हेतु 05 वर्षीय अनुरक्षण एवं रख-रखाव पर होने वाला व्यय ₹ 108.77 करोड़ का वहन, शासनादेश सं० 2078/आई1-01/पी०एम०जी०एस०वाई० / 03 दिनांक 17 दिसम्बर 2003 के क्रम में राज्य सरकार द्वारा किया जायेगा। यह आदेश तत्काल प्रभाव से लागू होंगे।

हस्ताक्षर

(मनीषा पंवार)

प्रमुख सचिव,

ग्राम्य विकास विभाग

प्रतिलिपि: निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित -

1. प्रमुख अभियन्ता एवं विभागाध्यक्ष, लोक निर्माण विभाग, उत्तराखण्ड, देहरादून।
2. मुख्य अभियन्ता एवं उप मुख्य कार्यकारी अधिकारी, यू०आर०आर०डी०ए०।
3. मुख्य अभियन्ता, पी०एम०जी०एस०वाई०, कुमांऊ क्षेत्र, अल्मोड़ा एवं गढ़वाल क्षेत्र, देहरादून।
4. समस्त अधीक्षण अभियन्ता, पी०एम०जी०एस०वाई० वृत्त, उत्तराखण्ड।
5. समस्त अधिशासी अभियन्ता, पी०आई०यू० (पी०एम०जी०एस०वाई०), उत्तराखण्ड।

संलग्नक: यथोपरि।


हस्ताक्षर

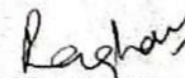
(डा० राघव लंगर)

मुख्य कार्यकारी अधिकारी

यू०आर०आर०डी०ए०

S. No.	Block	Package No.	Name of the Work	Stage	Length in Km	Total Cost (₹ in Lacs)	Yearwise Maintenance (₹ in Lacs)					Total
							Ist yr.	IInd yr.	IIIrd yr.	IVth yr.	Vth yr.	
1	2	3	4	5	6	7	8	9	10	11	12	13
District : Rudraprayag												
179	Augustmuni	UT-10-21	San to Bajyun, L038	I	20.750	1319.10	43.01	43.01	0.00	0.00	0.00	86.02
180	Augustmuni	UT-10-22	Shivnandi to Simtoli, L046	I	10.075	588.19	19.17	21.09	0.00	0.00	0.00	40.26
181	Augustmuni	UT-10-52	Sangu-Sari M.R. Km7 (Payatok) to Kuili, L.053	I	3.500	236.28	5.42	4.85	0.00	0.00	0.00	10.27
182	Augustmuni	UT-10-23	Syali to Pata, L051 (Soiltech MK-III)	I&II	6.575	509.01	7.69	8.46	9.52	10.23	11.54	47.44
183	Augustmuni	UT-10-24	Bawai to Chauki Bersij, L033 (Soiltech MK-III)	I&II	15.000	1209.25	11.46	13.33	54.40	17.41	84.35	180.95
184	Augustmuni	UT-10-36	Ratura to Pokhari, L047 (Zycosoil Nanotechnology)	I&II	7.925	579.28	8.64	9.51	10.76	11.51	13.00	53.42
185	Augustmuni	UT-10-37	Bhaunsal to Kunda Dankot Tarag, L043 (Cold Mix)	II	16.200	1031.41	7.89	8.69	17.32	10.51	27.43	71.84
186	Jakholi	UT-10-43	Tilwara-Saurakhal M.R. Km 20.00 to Sakanyana, L.053	I	4.000	252.29	7.05	7.75	0.00	0.00	0.00	14.80
187	Jakholi	UT-10-39	Semalta to Kafna-Satni, L.050	I	12.000	759.25	20.43	22.48	0.00	0.00	0.00	42.91
188	Jakholi	UT-10-40	Gorti to Uroli, L022	I	5.225	307.64	9.20	10.12	0.00	0.00	0.00	19.32
189	Jakholi	UT-10-42	Darnola to Dungri, L051	I	4.500	286.65	7.89	8.68	0.00	0.00	0.00	16.57
190	Jakholi	UT-10-41	Bandartoli-Mawangaon-Barsari, L030	I&II	6.800	495.67	6.69	7.37	6.68	6.00	6.01	32.75
191	Jakholi	UT-10-19	Dadhi Malghuri Sera to Banoi (Bansi), L049	II	16.775	959.30	12.38	13.62	30.05	10.45	35.82	102.32
192	Ukhimath	UT-10-20	Mansoon to Gadbu, L024 (Missing Link) (Cold Mix)	I&II	2.000	205.45	5.49	6.04	8.14	7.30	8.13	35.10
193	Ukhimath	UT-10-26	Ukhimath to Kimana Kirokhi, L025 (Cold Mix)	II	9.000	503.87	6.87	7.55	8.66	9.14	10.47	42.69
194	Augustmuni	UT-10-38	Duladharband-Ganesh Nagar Motor Road Km 15.35 to Jahangi-Pillubair, L031 (Cold Mix)	II	3.700	211.09	2.33	2.55	10.01	3.08	12.11	30.08
		16	16		144.025	9453.73	181.61	195.10	155.54	85.63	208.86	826.74

  
Chief Engineer  
U.R.R.D.A.

  
Chief Executive Officer  
U.R.R.D.A.

  
Principal Secretary  
Rural Development

भारत सरकार  
पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय  
एकीकृत क्षेत्रीय कार्यालय, देहरादून  
25 सुभाष रोड, देहरादून-248001  
दूरभाष: 0135-2650809  
फैक्स-0135-2653010  
ईमेल- [mocf.ddn@gov.in](mailto:mocf.ddn@gov.in)



16<sup>RD</sup>

GOVERNMENT OF INDIA  
MINISTRY OF ENVIRONMENT, FOREST &  
CLIMATE CHANGE  
INTEGRATED REGIONAL OFFICE, DEHRADUN  
25 SUBASHI ROAD, DEHRADUN-248001  
PHONE- 0135-2650809  
FAX- 0135-2653010  
Email- [mocf.ddn@gov.in](mailto:mocf.ddn@gov.in)

31327-3

दिनांक: 20/10/2020

पत्र सं० 8बी/यू०सी०पी०/०६/१८२/२०१९/एफ०सी०/१५८७

सेवा में,

अपर मुख्य सचिव (वन),  
उत्तराखण्ड शासन,  
सुभाष रोड, देहरादून।

विषय: जनपद - रुद्रप्रयाग में प्रधानमंत्री ग्राम सड़क योजना के अंतर्गत सेमलता से कफना-सतनी मोटर मार्ग के निर्माण हेतु 2.18 हे० (पूर्व में 4.12 हे०) वन भूमि का गैर वानिकी कार्यों हेतु ग्राम्य विकास विभाग को प्रत्यावर्तन।

सन्दर्भ: अपर सचिव, उत्तराखण्ड शासन की पत्र संख्या- 932/x-4-19/1(112)/2019 दिनांक 23.09.2019

महोदय,

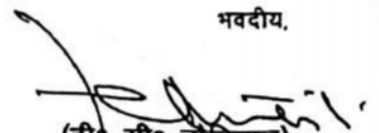
उपरोक्त विषय पर Online Proposal No FP/UK/ROAD/38471/2019 एवं अपर सचिव, उत्तराखण्ड शासन के सन्दर्भित पत्र का अवलोकन करने का कष्ट करें, जिसके द्वारा विषयांकित प्रस्ताव पर केन्द्र सरकार से वन (संरक्षण) अधिनियम, 1980 की धारा-2 के तहत स्वीकृति मांगी थी।

प्रश्नगत प्रकरण में इस कार्यालय द्वारा समय-समय पर अतिरिक्त सूचनाये चाही गयी थी, जिसकी अन्तिम अनुपालना अपर प्रमुख मुख्य वन संरक्षक एवं नोडल अधिकारी (एफ.सी.ए.), उत्तराखण्ड के पत्र दिनांक 13.10.2020 द्वारा प्रेषित कर दी गई है। प्रस्ताव पर ध्यानपूर्वक विचार करने के उपरांत केन्द्र सरकार जनपद - रुद्रप्रयाग में प्रधानमंत्री ग्राम सड़क योजना के अंतर्गत सेमलता से कफना-सतनी मोटर मार्ग के निर्माण हेतु 2.18 हे० (पूर्व में 4.12 हे०) वन भूमि का गैर वानिकी कार्यों हेतु ग्राम्य विकास विभाग को प्रत्यावर्तन किये जाने की सैद्धान्तिक स्वीकृति निम्नलिखित शर्तों पर प्रदान करती है:-

1. वन भूमि की विधिक परिस्थिति नहीं बदली जाएगी।
2. परियोजना के लिए आवश्यक गैर वन भूमि प्रयोक्ता अभिकरण को सौंपे जाने के बाद ही वन भूमि सौंपी जाएगी।
3. प्रतिपूरक वनीकरण:  
क) वन विभाग द्वारा प्रयोक्ता अभिकरण की लागत पर 4.36 हे० अयनत वन भूमि स्वामी क०सं० 12 पर प्रतिपूरक वनीकरण किया जाएगा। जहां तक व्यावहारिक हो, स्थानीय स्वदेशी प्रजातियों को लगाया जाए तथा प्रजातियों की एकल प्लांटेशन से बचें।  
ख) वन मंडल अधिकारी द्वारा अतिरिक्त प्रमाण पत्र भी प्रस्तुत किया जायेगा की उक्त सी.ए. क्षेत्र पर पूर्व में किसी भी अन्य योजना के तहत वृक्षारोपण कार्य नहीं किया गया है।
4. प्रतिपूरक वनीकरण की भूमि पर, यदि आवश्यक हो, तो प्रतिपूरक वनीकरण योजना के अनुसार प्रचलित मजदूरी दरों पर प्रतिपूरक वनीकरण की लागत एवं सर्वेक्षण, सीमांकन और स्तंभन की लागत परियोजना प्राधिकरण द्वारा अग्रिम रूप से वन विभाग के पास जमा की जाएगी। प्रतिपूरक वनीकरण 10 वर्षों तक अनुरक्षित किया जाएगा। इस योजना में भविष्य में निर्धारित कार्यों के लिए प्रत्याशित लागत वृद्धि हेतु उपयुक्त प्रावधान शामिल किए जा सकते हैं।
5. शुद्ध वर्तमान मूल्य  
(क) इस संबंध में भारत के माननीय सर्वोच्च न्यायालय के WP (C) संख्या: 202/1995 में IA नंबर 556 दिनांक 30.10.2002, 01.08.2003, 28.03.2008, 24.04.2008 एवं 09.05.2008 तथा मंत्रालय द्वारा पत्रांक 5-1/1998-एफ.सी. (Pl. 2) दिनांक 18.09.2003, 5-2/2006-एफ.सी. दिनांक 03.10.2006 एवं 5-3/2007-एफ.सी. दिनांक 05.02.2009 में जारी दिशानिर्देशानुसार राज्य सरकार प्रयोक्ता अभिकरण से इस प्रस्ताव के तहत 2.18 हे० वन क्षेत्र के प्रत्यावर्तन के लिए शुद्ध वर्तमान मूल्य वसूल करेगी।  
(ख) विशेषज्ञ समिति से रिपोर्ट प्राप्त होने पर माननीय सर्वोच्च न्यायालय द्वारा प्रत्यावर्तित वन भूमि के शुद्ध वर्तमान मूल्य वसूला जाएगा। प्रयोक्ता अभिकरण इसका एक शपथपत्र प्रस्तुत करेगा।
6. प्रयोक्ता अभिकरण प्रत्यावर्तित वन भूमि में पेड़ों की कटाई को न्यूनतम कर देगा जिनकी संख्या प्रस्ताव के अनुसार 81 trees including 2 saplings से अधिक नहीं होगी एवं पेड़ राज्य वन विभाग के सख्त पर्यवेक्षण में कटेंगे। प्रयोक्ता अभिकरण द्वारा राज्य वन विभाग के पास पेड़ों की कटाई की लागत जमा की जाएगी।

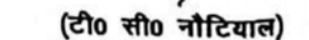
7. परियोजना के तहत प्रयोक्ता अभिकरण से प्राप्त धन केवल ई-पोर्टल (<https://parivesh-nic-in/>) के माध्यम से क्षतिपूर्क यनीकरण कोष प्रबंधन और योजना प्राधिकरण फंड में स्थानांतरित/ जमा किए जाएंगे।
8. प्रयोक्ता अभिकरण आईआरसी मानदंडों के अनुसार सड़क के दोनों किनारों पर पौधों की संख्या बढ़ाएगा।
9. State Govt. will inform this office if they pass any order for tree cutting and commencement of work before stage II approval as per guidelines para 11.2. The State Govt. will strictly monitor and ensure that no further activity is carried out under such permission after the expiry of one year from the date of issue of such permission.
10. एफआरए, 2006 का पूर्ण अनुपालन संबंधित जिला कलेक्टर से निर्धारित प्रमाण पत्र के माध्यम से सुनिश्चित किया जाएगा।
11. संरक्षित क्षेत्रों / वन क्षेत्रों में निश्चित दूरी पर सड़क के साथ गति विनियमन साइनेज लगाए जाएंगे।
12. पर्यावरण (संरक्षण) अधिनियम, 1986 के प्रावधानों के अनुसार, उपयोगकर्ता अभिकरण पर्यावरणीय स्वीकृति यदि लागू हो तो प्राप्त करेगा।
13. केंद्र सरकार की पूर्वानुमति के बिना प्रस्ताव का ले-आउट प्लान नहीं बदला जाएगा।
14. वन भूमि पर कोई भी श्रमिक शिविर स्थापित नहीं किया जाएगा।
15. प्रयोक्ता अभिकरण द्वारा मजदूरों को राज्यीय वन विभाग अथवा वन विकास निगम अथवा वैकल्पिक ईंधन के किसी अन्य कानूनी स्रोत से पर्याप्त लकड़ी, विशेषतः वैकल्पिक ईंधन दिया जाएगा।
16. संबंधित प्रभागीय वनाधिकारी के निर्देशानुसार, प्रत्यावर्तित वन भूमि की सीमा को परियोजना लागत पर भूमि पर सीमांकन किया जाएगा।
17. परियोजना कार्य के निष्पादन के लिए निर्माण सामग्री के परिवहन के लिए वन क्षेत्र के अंदर कोई अतिरिक्त या नया मार्ग नहीं बनाया जाएगा।
18. वन भूमि का उपयोग परियोजना के प्रस्ताव में विनिर्दिष्ट प्रयोजनों के अतिरिक्त अन्य किसी प्रयोजन हेतु नहीं किया जाएगा।
19. केंद्र सरकार की पूर्वानुमति के बिना प्रत्यावर्तन हेतु प्रस्तावित वन भूमि किसी भी परिस्थिति में किसी भी अन्य एजेंसियों, विभाग अथवा व्यक्ति को हस्तांतरित नहीं की जाएगी।
20. इनमें से किसी भी शर्त का उल्लंघन वन (संरक्षण) अधिनियम, 1980 का उल्लंघन होगा एवं पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय के दिशानिर्देश फाइल संख्या 11-42/2017-FC दिनांक 29.01.2018 के अनुसार उस पर कार्रवाई होगी।
21. पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय द्वारा वन एवं वन्यजीवों के संरक्षण व विकास के हित में समय-समय पर निर्धारित शर्तें लागू होंगी।
22. प्रयोक्ता अभिकरण पूर्वविर्दिष्ट स्थलों पर इस प्रकार मलवे का निस्तारण करेगा कि वह अनावश्यक रूप से तय सीमा से नीचे न गिरे। राज्य के वन विभाग के पर्यवेक्षण में तथा परियोजना की लागत पर, प्रयोक्ता अभिकरण द्वारा उपयुक्त प्रजातियों के पौधे लगाकर मलवा निस्तारण क्षेत्र को स्थिर एवं पुनर्जीवित करने का कार्य किया जाएगा। मलवे को यथा स्थान रखने हेतु दीवारें बनाई जाएंगी। निस्तारण स्थलों को राज्य के वन विभाग को सौंपने से पूर्व, इनका स्थिरीकरण एवं सुधार कार्य योजनानुसार समयबद्ध तरीके से पूरा किया जाएगा। मलवा निस्तारण क्षेत्र में वृक्षों की कटाई की अनुमति नहीं होगी।
23. यदि कोई अन्य सम्बन्धित अधिनियम/अनुच्छेद/नियम/न्यायालय आदेश/अनुदेश आदि इस प्रस्ताव पर लागू होते हैं तो उनके अधीन जरूरी अनुमति लेना राज्य सरकार/प्रयोक्त एजेंसी की जिम्मेवारी होगी।
24. अनुपालना रिपोर्ट ई-पोर्टल (<https://parivesh.nic.in/>) पर अपलोड की जाएगी।

भवदीय,

  
(टी० सी० नोटियाल)  
उप महानिरीक्षक, वन (के०)

प्रतिलिपि सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:

1. अपर वन महानिदेशक (एफ०सी०), पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय, इन्दिरा पर्यावरण भवन, जोरबाग रोड, अलीगंज, नई दिल्ली।
2. अपर प्रमुख वन संरक्षक एवं नोडल अधिकारी, वन संरक्षण, इन्दिरा नगर फारेस्ट कालोनी, देहरादून, उत्तराखण्ड।
3. आदेश पत्रावली।

  
(टी० सी० नोटियाल)  
उप महानिरीक्षक, वन (के०)

CONTRACTOR

## Uttarakhand Rural Roads Development Agency

An Agency of Rural Development Department, Govt. of Uttarakhand  
1st Floor, Directorate of Panchayati Raj, Opp. IT Park, Subastradhara Road, Dehradun.

Extract of Contract Bond No. 54 /UT-10-39(1)/XVI/CE-URRDA/2018-19 Date 11/10/18

1. Tender ID: 2017\_CCUK\_66189\_33
2. Name of Work: Semalta to Kafna-Satni Motor Road Stage-I
3. Phase/ Package No.: XVI/UT-10-39
4. Stage: I
5. Name & Add. of Contractor: M/s Vijay Builders, Hotel Vijay Palace, Kedarnath Road, Tilwara, Rudraprayag.

6. Date of Technical Sanction: \_\_\_\_\_

	: Total Cost	Const. Cost	Main. Cost
7. Sanctioned Cost	: 802.16 Lacs	759.25 Lacs	42.91 Lacs
8. BOQ Cost	: 741.67 Lacs	722.19 Lacs	19.48 Lacs
9. Agreement Cost	: 694.67 Lacs	675.20 Lacs	19.47 Lacs

10. Date of Start: 16/10/18

11. Date of Completion: (a) As per agreement: 15/04/20 (b) Actual date of completion \_\_\_\_\_

12. Time Extension if any: \_\_\_\_\_

13. (a) Performance Security: Rs. 17.37 Lakh

(i) BG-SBI No-G/2 478801 dated 04.10.2018, Amount - Rs. 17.40 Lakh

(b) Additional Performance Security: NIL.

14. Name of PIU-

Jakholi

Name of Circle-

Gopeshwar

S.E.  
URRDA

CONTRACTOR



Letter No.: 54 /UT-10-39(I)/XVI/CE-URRDA/2018-19 Dated: 11 October, 2018

**Notice to Proceed with the Work**

To,

M/s Vijay Builders,  
Hotel Vijay Palace,  
Kedarnath Road,  
Tilwara, Rudraprayag.  
Mob.-9412117446  
Email-thevijaybuilders@gmail.com

Ref.: This office letter no.-50/UT-10-39(II)/XVI/URRDA/18 dated 04.10.2018.

Pursuant to your furnishing the requisite Performance Security as stipulated in ITB Clause 30 and signing of the Contract for the construction of **Semalta to Kafna - Satni Motor Road Stage-I, Length-12.00 Km.** and Routine Maintenance of the work for two years after completion of construction, Package No.-UT-10-39 of Phase-XVI, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents. Your contract bond for the above work is registered as **Contract Bond No.-54/UT-10-39(I)/XVI/CE-URRDA/2018-19 Dated 11.10.2018.**

Date of Start : 16.10.2018

Date of Completion : 15.04.2020

Amount of Bond :

S. N.	Particulars	Details of Cost (Rs. in Lakh)		
		Construction	Maintenance	Total
1	Cost of Work	602.86	17.38	620.24
2	Cost of GST @12%	72.34	2.09	74.43
3	Total Cost	675.20	19.47	694.67

Yours Faithfully,

Chief Engineer,  
URRDA

**Copy for information and necessary action:**

1. Chief Engineer, PMGSY, Garhwal Zone, Dehradun.
2. Suptg. Engineer, PMGSY Circle, Gopeshwar.
3. Executive Engineer, PIU (PMGSY), Jakholi with copy of Bond and original Performance Security of Rs. 17.37 Lakh and Additional Performance Security of Rs. - Nil, Total - Rs. 17.37 Lakh (BG-SBI No-G/2 478801 dated 04.10.2018, Amount - Rs. 17.40 Lakh, Total - Rs. 17.40 Lakh) to commence execution of work.
4. Copy to Bond.

Chief Engineer,  
URRDA

C.E.  
URRDA

URRDA

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## Agreement

This Agreement, made the Eleventh day of October, 2018, between Chief Engineer, URRDA and M/s Vijay Builders, Hotel Vijay Palace, Kedarnath Road, Tilwara, Rudraprayag. Whereas the Employer is desirous that the Contractor execute Semalta to Kafna-Satni Motor Road Stage-I, Package No.-UT-10-39 and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a cost of Rupees 694.67 Lakh (Rupees Six Crore Ninety Four Lakh Sixty Seven Thousand Only).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedying the defects within 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.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - i) Letter of Acceptance;
  - ii) Notice to Proceed with the works;
  - iii) Contractor's Bid;
  - iv) Contract Data;
  - v) Special Conditions of Contract and General Conditions of Contract;
  - vi) Specifications;

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C.E.  
URRDA

  
S.E.  
URRDA

BL

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Drawings;

viii) Bill of Quantities; and

ix) Any other document listed in the Contract Data as forming part of the Contract.

In witness whereof, the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of Chief Engineer, URRDA, Dehradun & Contractor

was hereunto affixed in the presence of: Suptg. Engineer, URRDA, Dehradun.

Signed, Sealed and Delivered by the said Chief Engineer, URRDA, Dehradun.

in the presence of: Suptg. Engineer, URRDA, Dehradun.

Binding Signature of Employer Chief Engineer, URRDA, Dehradun.

Binding Signature of Contractor

*[Handwritten Signature]*

S.E.  
URRDA

*[Handwritten Signature]*  
11/10/12

C.E.  
URRDA

*[Handwritten Signature]*

S.E.  
URRDA

*[Handwritten Signature]*

C.E.  
URRDA

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## Item Rate BoQ

Tender Inviting Authority: Chief Engineer, URRDA, First Floor in Directorate Panchayat raj, Opposite IT Park, Sahasthradara road Dehradun

Name of Work: Construction and Maintenance of Samalta to Kahna-Satni Motor Road (Stage I) with 2 Years Maintenance Under PMGSY

Package No: UT-10-39XXVI , Length- 12.000 Km.

Name of the Bidder/ Bidding Firm / Company : M/s Vijay Builders

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Indicated Rate without GST in Rs. P.	BASIC RATE In Figures To be entered by the Bidder Rs. P.	TOTAL AMOUNT Without GST in Rs. P.	GST Applicable Rs. P.	TOTAL AMOUNT With 12 % GST	TOTAL AMOUNT In Words
1	Earth work in hill road (hill side cutting) - Excavation in hilly area for construction of road in all types of soil, rocks & E&B etc. As met at site, true to lines as per plan, L section, cross slope, super elevation as required, also including uprooting & cutting of bushes, dressing of road surface to the required level and slopes, with all lift & leads required for safe disposal of surplus excavated material at suitable dumping places indicated in drawings by mechanical means/ manual means and including construction of required coir geotextile walling of minimum height of 0.60 mt. with the stones available from the required hill side cutting for retaining the muck, without otherwise damaging the forest, forest land, utilities, private and public properties including slip clearance and its safe disposal (same as per mentioned above for safe disposal of surplus excavated material), till the completion of the work as per part II special conditions of contract, MORD specifications Clause 1601, 1602 & 1603, and as per direction of Engineer in charge.	1.000	LS JOB	31719949.42	29363157.18	29363157.18	3523578.86	32886736.04	INR Three Crore Twenty Eight Lakh Eighty Six Thousand Seven Hundred & Thirty Six and Paise Four Only
2	Cartage for excavated materials (Soil) at a suitable dumping places for environmental protection of Khud side land of the road and as directed by Engineer-in-Charge & as per P.W.D. specification.	27806.220	CUM	47.20	24.00	667349.28	80081.91	747431.19	INR Seven Lakh Forty Seven Thousand Four Hundred & Thirty One and Paise Nineteen Only
3	Clearance of land slides in soil and ordinary rock by a bull-dozer D 80 A-12, 180 HP and disposal of the same on the valley side	27806.220	CUM	71.80	66.46	1848001.38	221760.17	2069761.55	INR Twenty Lakh Sixty Nine Thousand Seven Hundred & Sixty One and Paise Fifty Five Only
4	Excavation for Structures - Earth work in Excavation foundation for cross drainage structures, retaining walls, breast walls & other similar structures in all types of soils and rocks as met at site with all lifts and disposal of surplus earth as directed by engineer in charge including supply of all material labour, T&P etc. required for proper completion of work in accordance with the MORD specification.	5182.420	CUM	294.80	272.89	2232906.98	267948.07	2500848.66	INR Twenty Five Lakh Eight Hundred & Forty Eight and Paise Sixty Six Only

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5	Random Rubble stone masonry for structures laid in 1:5 cement & sand mortar by locally available approved stone and sand from approved quarry including supply of all materials, labour, T&P etc required for proper completion of work as per drawing & as per MORD specification for cross drainage structures, retaining walls, breast walls & other similar structures etc. as directed by Engineer-in-Charge.	3739.060	CUM	3415.80	3162.00	11822907.72	1418748.53	13241656.65	INR One Crore Thirty Two Lakh Forty One Thousand Six Hundred & Fifty Six and Paise Sixty Five Only
6	Random Rubble stone masonry for structure laid dry by locally available approved stone, including supply of all materials, labour, T&P etc required for proper completion of work as per drawing & as per MORD specification for retaining walls, breast walls & other similar structures as directed by Engineer-in-Charge.	4301.220	CUM	1772.60	1640.89	7057828.80	846939.47	7904768.36	INR Seventy Nine Lakh Four Thousand Seven Hundred & Sixty Eight and Paise Thirty Six Only
7	Providing & laying filter media as Hand packed stone filling in the back of retaining walls, abutments, wing walls etc. by locally available approved stone including supply of all material, labour, T&P etc. required for proper completion of the work as directed by Engineer in charge.	4346.280	CUM	690.20	638.91	2776881.75	333225.81	3110107.56	INR Thirty One Lakh Ten Thousand One Hundred & Seven and Paise Fifty Six Only
8	Providing Edge stone on valley side of formation as per drawing including supply of all materials, labour, T&P etc. required for proper completion of the work as per MORD Specification and as directed Engineer-in-charge.	6000.000	Nos	61.30	56.74	340440.00	40652.80	381292.80	INR Three Lakh Eighty One Thousand Two Hundred & Ninety Two and Paise Eighty Only
9	Providing and laying of boulder apron laid in wire crates with 4 mm dia G.I. Wire conforming to IS: 290 & IS: 4526 in 100mm x 100mm mesh (woven diagonally) including 10% extra for laps and joints laid with stone boulders weighing not less than 25 Kg each as per drawing and technical specification of MORD and as directed by Engineer in charge.	427.500	CUM	1786.90	2100.00	897750.00	107730.00	1005480.00	INR Ten Lakh Five Thousand Four Hundred & Eighty Only
10	Cement plum masonry with 40% plum & 60% 1:3:7 cement concrete including supply of all material, labour, T&P etc. required for proper completion of the work (As per PWD Uttaranchal specifications.)	337.500	CUM	3588.00	4500.00	1518750.00	182250.00	1701000.00	INR Seventeen Lakh One Thousand Only
11	Construction of Hill side Kuccha drain in accordance with the requirement of specification true to line and grades. Dimensions and other particulars as per drawing including all material labour T&P. etc. required for proper completion of the work as directed by Engineer in charge.	12000.000	RMT	57.80	53.50	642000.00	77040.00	719040.00	INR Seven Lakh Nineteen Thousand & Forty Only
12	Providing P.C.C. grade M 20 (Nominal mix 1:2:4) concrete for plain reinforced concrete in open foundations complete as per drawings and technical specifications Clause 802, 803, 1202 & 1203	13.500	CUM	6505.00	6021.67	81292.55	9755.11	91047.66	INR Ninety One Thousand & Forty Seven and Paise Sixty Six Only
13	15 mm thick Plastering with cement mortar 1:4 including supply of all material labour, T&P & royalty etc required for proper completion of work as directed by Engineer in charge and MORD Specifications Clauses no 613.4	1764.000	SQM	186.00	172.18	303725.52	36447.06	340172.56	INR Three Lakh Forty Thousand One Hundred & Seventy Two and Paise Fifty Eight Only
14	White washing of parapet walls of CD work and tree trunks White washing two coats on parapet walls and tree trunks including preparation of surface by cleaning scraping etc. as per technical specifications Clause 1915	1764.000	SQM	18.40	17.03	30040.92	3604.91	33645.83	INR Thirty Three Thousand Six Hundred & Forty Five and Paise Eighty Three Only
15	Supplying, fitting and placing HYSD bar reinforcement in foundation complete as per drawing and technical Specifications Clauses 1000 and 1202 (The reinforcement steel shall be procured from original (primary) steel producers as per clause no 2011.3.1 of MORD specifications (First Revision 2014)	39.560	QTL	5060.09	4684.12	185303.79	22236.45	207540.24	INR Two Lakh Seven Thousand Five Hundred & Forty and Paise Twenty Four Only
16	Providing & Laying M10 grade plain cement concrete in open foundation as per MORD specification including all material labour T&P etc. as directed by Engineer in charge.	239.640	CUM	5700.60	5277.04	1284589.87	151750.78	1416340.85	INR Fourteen Lakh Sixteen Thousand Three Hundred & Forty and Paise Sixty Five Only
17	Providing & Laying R.C.C M25 grade plain cement concrete in open foundation as per MORD specification including all material labour T&P etc. as directed by Engineer in charge ( for Causeway )	100.800	CUM	7830.00	7258.60	731461.25	87775.35	819236.60	INR Eight Lakh Nineteen Thousand Two Hundred & Thirty Six and Paise Sixty Only
18	Providing and fixing of 5th Kilometer stone as per standard drawing made of precast R.C.C. M15 grade fixed with P.C.C. M10 grade, including excavation of pit, painting and painting letters on kilometer stone with two coat of synthetic enamel paint of approved quality as directed by Engineer in charge	2.000	Nos	4070.30	3767.87	7538.74	904.29	8440.03	INR Eight Thousand Four Hundred & Forty and Paise Three Only
19	Same as above but KM stone	11.000	Nos	2424.50	2244.35	24687.85	2962.54	27650.39	INR Twenty Seven Thousand Six Hundred & Fifty and Paise Thirty Nine Only

20	Providing and fixing of Kilometer stone as per standard drawing made of precast R.C.C. M15 grade fixed with P.C.C. M10 grade, including excavation of pit, painting and printing letters on kilometer stone with two coat of synthetic enamel paint of approved quality as directed by Engineer in charge.	98.000	Nos	636.60	589.30	56572.80	6788.74	63361.54	INR Sixty Three Thousand Three Hundred & Sixty One and Paise Fifty Four Only
21	Providing fixing of Title Information Board with PMGSY Logo at suitable place in the starting of the road as per attached standard drawing duly painted and written as per the MORD specification and direction given by Engineer in charge.	1.000	Nos	12270.60	11358.89	11358.89	1363.07	12721.96	INR Twelve Thousand Seven Hundred & Twenty One and Paise Ninety Six Only
22	Providing & fixing of Semi reflective Traffic Sign Boards (cautionary, mandatory & informatory) as per attached drawing duly painted and written as per the MORD specification and as directed by Engineer-in-charge.	120.000	Nos	1091.20	1043.25	221190.00	26542.80	247732.80	INR Two Lakh Forty Seven Thousand Seven Hundred & Thirty Two and Paise Eighty Only
23	Providing & fixing of PMGSY Logo Board at starting point, end point and at every 2 Km distance of road length as per attached standard drawing duly painted and written as per MORD specification and direction by Engineer in charge.	7.000	Nos	12713.00	11768.42	62378.94	9885.47	92264.41	INR Ninety Two Thousand Two Hundred & Sixty Four and Paise Forty One Only
24	Providing & fixing of Citizen Information Board with PMGSY Logo at starting or prominent location (where maximum no. of citizens can view the detail of the road) as per attached standard drawing duly painted and written as per the MORD specification and direction of Engineer-in-charge.	3.000	Nos	18489.10	17115.35	51348.05	6161.53	57507.58	INR Fifty Seven Thousand Five Hundred & Seven and Paise Fifty Eight Only
25	Providing & fixing of semi reflective Direction and Place Information logo Boards up to 0.90 sqm size as per attached drawing and as per the MORD specification and direction of Engineer-in-charge.	10.800	SQM	3805.20	3522.47	38042.68	4565.12	42607.80	INR Forty Two Thousand Six Hundred & Seven and Paise Eighty Only
26	Preparing of plain table survey after completion of work.	12.000	KM	13200.00	12218.24	148630.88	17595.71	164226.59	INR One Lakh Sixty Four Thousand Two Hundred & Twenty Six and Paise Fifty Nine Only
27	Construction of reference pillars as per Fig. 1600.1 (b) as per drawing and Technical Specification Clause 1602.1 Construction of reference pillars (burjees) @ 20 m on both sides and @ 5.33 m interval on curves.	12.000	KM	7161.50	6629.40	79552.80	9546.34	80098.14	INR Eighty Nine Thousand & Ninety Nine and Paise Fourteen Only
28	Construction of Back pillars as per Fig. 1600.1 (c) as per drawing and Technical Specification Clause 1602.3 Construction of Back Pillar in front of each reference pillars.	12.000	KM	27929.30	25854.15	310249.80	37229.98	347479.78	INR Three Lakh Forty Seven Thousand Four Hundred & Seventy Nine and Paise Seventy Eight Only
29	Construction of Job pillars as per Fig. 1600.1 (d) and Technical Specification Clause 1602.4	12.000	KM	697.90	646.64	7759.68	931.16	8690.84	INR Eight Thousand Six Hundred & Ninety and Paise Eighty Four Only
30	<b>Emergency Maintenance</b>								
31	Major Slip Clearance in all Type of Soil, rock and boulders including cost of all material, machine, T&p etc required for proper completion of work as per mord specification of work 1611								
32	1st Year	960.000	Cum	71.00	71.00	68160.00	8179.20	76339.20	INR Seventy Six Thousand Three Hundred & Thirty Nine and Paise Twenty Only
33	2nd Year	864.000	Cum	79.09	79.09	68258.00	8190.72	76446.72	INR Seventy Six Thousand Four Hundred & Forty Six and Paise Seventy Two Only
34	Deploying Hydraulic excavator of 0.90cum bucket for clearance of Major slip in all type of soil rock and boulders including its operator, fuel, and all other charges required for proper completion of work								
35	1st Year	48.000	hours	1242.00	1242.00	59616.00	7153.92	66769.92	INR Sixty Six Thousand Seven Hundred & Sixty Nine and Paise Ninety Two Only

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CONTRACT NO

CONTRACTOR

132

36	1st Year								
		43 200	hours	1368.20	1368.00	59011.20	7081.34	66092.54	INR Sixty Six Thousand & Ninety Two and Paise Fifty Four Only
37	Providing and laying of boulder apron laid in wire crate with 4 mm dia GI wire conforming to IS 280 and IS-4826 in 100 mm x 100 mm mesh (woven diagonally) including 10 per cent extra for laps and joints laid with stone boulders weighing not less than 25 kg each as per drawing and technical specification 1301								
38	1st Year	36 000	Cum	1788.00	1788.00	84368.00	7724.16	72092.16	INR Seventy Two Thousand & Ninety Two and Paise Sixteen Only
39	1st Year	32 400	Cum	1966.80	1966.00	63698.40	7643.81	71342.21	INR Seventy One Thousand Three Hundred & Forty Two and Paise Twenty One Only
40	Coole Writing including supply of all material, labour, T&P royalty etc. required for proper completion of the work, as directed by Engineer-in-charge and as per PWD specifications 8 90 (For opening communication only)								
41	1st Year	48 000	Cum	1238.00	1238.00	59424.00	7130.88	66554.88	INR Sixty Six Thousand Five Hundred & Fifty Four and Paise Eighty Eight Only
42	1st Year								
43	<b>Routine Maintenance- Under PBMC</b>	43 200	Cum	1362.79	1362.00	58838.40	7060.81	65899.01	INR Sixty Five Thousand Eight Hundred & Ninety One Only
44	Maintenance under PBMC for 1) Trimming of grass and weeds from the shoulders/berms and disposing off the same to suitable locations as per technical specifications Clause 1914. 2) Maintenance of road side Drains including minor silt clearance, reshaping, deepening and regrading, as well as catch water drains as per technical specification Clause 1907. 3) Maintenance of shoulders to the required level by filling/cutting the soil and its compacting including disposal of the surplus material in approved muck disposal points as per specification clause 1903. 4) Maintenance of scuppers & Culverts by way of clearing, Cleaning, Erosion repair, repairs to cracks, parapet walls and Protection works as per drawing and technical specification Clause 1908. 5) Maintenance of Causeway by way of minor Surface repairs, replacing Guide Posts, repair of flood gauges, removal of debris, providing boulders and protection work and painting as per technical specification Clause 1909. 6) Maintenance of road signs by way of cleaning and repainting of mandatory / regulatory / cautionary / Informatory and place identifications sign board as per drawings and technical specification Clause 1910. 7) Maintenance of 200 metre km stone by way of refilling of tiled stones repairing with cement mortar, cleaning, repairing and lettering on 200 metre km stone and 5th km								
45	1st Year								
46	1st Year	12 000	Km	52833.000	52833.00	633996.00	76079.52	710076.52	INR Seven Lakh Ten
Total in Figures		12 000	Km	50207.000	50207.00	602484.00	72298.08	674782.08	INR Six Lakh Seventy
Quoted Rate in Words						64539538.80	7744744.67	72284283.47	INR Seven Crore Twenty Two Lakh Eighty
INR Seven Crore Twenty Two Lakh Eighty Four Thousand Two Hundred & Eighty Three and Paise Forty Seven Only									

URRDA  
S.E.  
[Signature]



सत्यमेव जयते

# INDIA NON JUDICIAL Government of Uttarakhand

## e-Stamp

Certificate No.	: IN-UK44774087881840T
Certificate Issued Date	: 22-Sep-2021 10:23 AM
Account Reference	: NONACC (SV) uk1203304/ DEHRADUN/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK120330493682963970282T
Purchased by	: BRIDGE AND ROOF CO INDIA LTD
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: UTTARAKHAND RURAL ROADS DEVELOPMENT AGENCY
Second Party	: BRIDGE AND ROOF CO INDIA LTD
Stamp Duty Paid By	: BRIDGE AND ROOF CO INDIA LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



ALNO. NO.-12  
RADEEP KUMAR  
STAMP VENDOR  
Dehradun

.....Please write or type below this line.....

AGREEMENT BETWEEN BRIDGE AND ROOF CO (I) LIMITED (A GOVT. OF INDIA UNDERTAKING), AND RURAL DEVELOPMENT DEPARTMENT, GOVERNMENT OF UTTARAKHAND.

GOVERNOR OF UTTARAKHAND represented by the Chief Executive Officer, Uttarakhand Rural Road Development Agency, Department of Rural

(Uday Raj Singh)  
Chief Executive Officer  
Uttarakhand, Dehradun

ब्रिज एंड रूफ को इंडिया लिमिटेड  
BRIDGE & ROOF CO. (INDIA) LTD  
मुख्य प्रबंधक (निष्पत्त एवं वी.डी.)  
General Manager (Mktg. & SO) North

**Statutory Alert:**

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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-22,2<sup>nd</sup> 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

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Chief Executive Officer  
P.M.G.S.Y.  
Uttarakhand, Dehradun

2

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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) <sup>3</sup>  
Chief Executive Officer  
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- 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.pmgstyendersuk.gov.in](http://www.pmgstyendersuk.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

4

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- 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

5

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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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6

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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

7

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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 1<sup>st</sup> 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:-

- a) 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.
- b) The 2<sup>nd</sup> 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.
- c) 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.

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P.M.G.S.Y.  
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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

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Chief Executive Officer  
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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:

(Uday Raj Singh) 10  
Chief Executive Officer  
P.M.G.S.Y.  
Uttarakhand, Dehradun

ब्रिज एंड रूफ कंपनी (इंडिया) लिमिटेड  
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महा प्रबंधक (निर्माण एवं बी.डी.) उत्तर  
General Manager (Mdg. & BD) North

1 <sup>st</sup> 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 <sup>nd</sup> installment	2% (two) on the awarded cost of construction reduced by the excess payment, if any, already; made in the 1 <sup>st</sup> installment on utilization of 30% of the awarded cost
3 <sup>rd</sup> installment	2.66% on the awarded cost of construction on utilization of 70% of the awarded cost.
4 <sup>th</sup> 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 <sup>th</sup> installment	6.66 % of the awarded cost on the routine maintenance during Ist year and on issue of satisfactory maintenance certificate by the URRDA.
6 <sup>th</sup> Installment	6.66% of the awarded cost on routine maintenance during 2 <sup>nd</sup> years and on issue of satisfactory maintenance certificate by the URRDA.
7 <sup>th</sup> installment	6.66% of the awarded cost on routine maintenance during 3 <sup>rd</sup> year and on issue of satisfactory maintenance certificate by the

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

11

ब्रिज एण्ड रूफ कोम्पनी (इंडिया) लिमिटेड  
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General Manager (Midg. & BD) North

8 <sup>th</sup> installment	URRDA. 6.66% of the awarded cost on routine maintenance during 4 <sup>th</sup> year and on issue of satisfactory maintenance certificate by the URRDA.
9 <sup>th</sup> and final installment	6.66% of the awarded cost on routine maintenance during 5 <sup>th</sup> 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

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

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

गुरमुख सिंह / GURMUKH SINGH  
महा प्रबंधक (मिग. & बी.डी.) उत्तर  
General Manager (Mtg. & 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;

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

13

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

गुरमुख सिंह/GURMUKH SINGH  
महान प्रबंधक (मिडल-एंड बी.डी.) उत्तर  
General Manager (Midp. & 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.

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

ब्रिज एण्ड रूफ कंपनी (इंडिया) लिमिटेड  
BRIDGE & ROOF CO. (INDIA) LTD.  
मुख्य प्रबंधक (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

15

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

गुरमुख सिंह / GURMUKH SINGH  
महा प्रबंधक (मिपमन एवं बी.डी.) उत्तर  
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.  
Uttarakhand, Dehradun

16

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

## 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  
P.M.G.S.Y.  
Uttarakhand, Dehradun

17

ब्रिज एंड रूफ कॉन्स्ट्रक्शन्स लिमिटेड  
BRIDGE & ROOF CO. (INDIA) LTD.  
मुख्य निर्देशक / GURMUKH SINGH  
मुख्य प्रबंधक (निर्माण एवं बी.डी.) उत्तर  
General Manager (Mtdg. & 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>(Uday Raj Singh)</i> CEO Uttarakhand, Dehradun</p>	<p>For and on Behalf of BRIDGE AND ROOF</p> <p>ब्रिज एंड रूफ को. लि. (प्रा.) लि. BRIDGE &amp; ROOF CO. (PVT.) LTD.</p> <p>गुरमुख सिंह / GURMUKH SINGH जनरल मैनेजर (मार्केटिंग &amp; बी.डी) उत्तर General Manager (Mktg. &amp; BD) North</p> <p>(GURMUKH SINGH) GENERAL MANAGER (MKTG &amp; BD)N BRIDGE AND ROOF</p>
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Witness

1.

*(शशि कान्त पाण्डेय)*  
सहायक अभियन्ता  
यू०आर०डी०ए, देहरादून

2.

*S.C.N* 22/09/21  
(संजय सिंह)  
अभिशासी अभियन्ता  
यू०आर०डी०ए

Witness

1.

*(A. Banerjee)*  
Asst. Const. Manager.  
Bridge & Roof Co.(P) Ltd.

2.


*(MANISH KUMAR)*  
Construction Manager  
Bridge & Roof Co.(P) Ltd.


## प्रपत्र


परियोजना का नाम :-	जनपद रुद्रप्रयाग में प्रधानमंत्री ग्रामीण सड़क योजना के अन्तर्गत प्रस्तावित, सेगलता से कफना-सतनी मोटर मार्ग (लम्बाई 12.00 कि०मी०) के नव निर्माण हेतु हस्तान्तरण प्रस्ताव।
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मक डम्पिक प्लान प्रमाण-पत्र

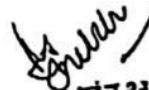
प्रस्तुत प्राक्कलन सेमलता से कफना-सतनी मोटर मार्ग (लम्बाई 12.00 कि०मी०) मोटर मार्ग के निर्माण के समय उत्सर्जित मलवे के निस्तारण हेतु गठित किया गया है। उत्सर्जित मलवे के निस्तारण हेतु स्थल चयन हेतु संयुक्त निरीक्षण किया गया। निरीक्षण के समय मार्ग में कृशकों की नाप भूमि में चैनेज सं 0916, 1111, 1116, 1132, 1138 लगभग जिसमें 84715, 74715, 62715 वर्ग मी० के डम्पिक जोन प्रस्तावित है। उक्त स्थल मार्ग के किनारे स्थित है। मलवा निस्तारण हेतु खंड्ड साइड में मार्ग के समान्तर वायर क्रेट लगाये जाने का प्राक्धान है। कृशकों द्वारा अपनी भूमि पर मलवा निस्तारण हेतु अनापत्ति भी प्रदान की गयी है। अतः उक्तानुसार उत्सर्जित मलवे के निस्तारण हेतु प्राक्कलन गठित किया गया है। उक्त प्राक्कलन के अनुसार ही मार्ग निर्माण के समय उक्त कार्य भी कराये जायेंगे। मलवा कहीं भी वृक्ष आछादित एवं जल स्रोतों में नहीं डाला जायेगा।

  
कनिष्ठ अभियन्ता  
पी०एम०जी०एस०वाई०, सिचाई खण्ड,  
जखोली

  
सहायक अभियन्ता  
पी०एम०जी०एस०वाई०, सिचाई खण्ड,  
जखोली

  
अधिशाली अभियन्ता  
पी०एम०जी०एस०वाई०, सिचाई खण्ड,  
जखोली

  
वन-क्षेत्राधिकारी  
वन दालाधिकारी  
दक्षिणी जखोली रेंज

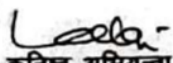
  
उप वन संरक्षक  
प्रशासक/निर्देशिका  
रुद्रप्रयाग

प्रपत्र

**परियोजना का नाम :-** जनपद रुद्रप्रयाग में प्रधानमन्त्री ग्रामीण सड़क योजना के अर्न्तगत प्रस्तावित, सेमलता-डुंगरा-कफना-सौरा-सतनी मोटर मार्ग (लम्बाई 12.00 कि०मी०) के नव निर्माण हेतु हस्तान्तरण प्रस्ताव।

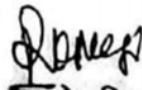
मक डम्पिक प्लान प्रमाण-पत्र

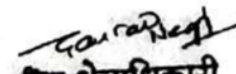
प्रस्तुत प्राक्कलन सेमलता से कफना-सतनी मोटर मार्ग (लम्बाई 12.00 कि०मी०) मोटर मार्ग के निर्माण के समय उत्सर्जित मलवे के निस्तारण हेतु गठित किया गया है। उत्सर्जित मलवे के निस्तारण हेतु स्थल चयन हेतु संयुक्त निरीक्षण किया गया। निरीक्षण के समय मार्ग में कृशकों की नाप भूमि में चैनेज सं० 0/16, 2/16, 3/16, 4/32, 7/8, 11/32 लगभग जिसमें 8050.00 वर्ग मी० के डम्पिक जोन प्रस्तावित है। उक्त स्थल मार्ग के किनारे स्थित है। मलवा निस्तारण हेतु खड्ड साइड में मार्ग के समान्तर वायर क्रेट लगाये जाने का प्रावधान है। कृशकों द्वारा अपनी भूमि पर मलवा निस्तारण हेतु अनापत्ति भी प्रदान की गयी है। अतः उक्तानुसार उत्सर्जित मलवे के निस्तारण हेतु प्राक्कलन गठित किया गया है। उक्त प्राक्कलन के अनुसार ही मार्ग निर्माण के समय उक्त कार्य भी कराये जायेंगे। मलवा कही भी वृक्ष आछादित एवं जल स्रोतों में नही डाला जायेगा।

  
कनिष्ठ अभियन्ता  
पी०एम०जी०एस०वाई०, सिचाई खण्ड,  
जखोली

  
सहायक अभियन्ता  
पी०एम०जी०एस०वाई०, सिचाई खण्ड,  
जखोली

  
अधिरासी अभियन्ता  
पी०एम०जी०एस०वाई०, सिचाई खण्ड,  
जखोली

  
वन क्षेत्राधिकारी  
, खोंकरा रेंज  
वन प्रभाग रुद्रप्रयाग

  
वन क्षेत्राधिकारी  
खोंकरा रेंज  
खोंकरा रेंज

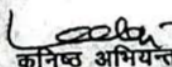
प्रमाणीय वनाधिकारी


प्रपत्र-


परियोजना का नाम	:- जनपद रुद्रप्रयाग में प्रधानमंत्री ग्रामीण सड़क योजना के अन्तर्गत प्रस्तावित, सेमलता-डुंगरा-कफना-सौरा-सतनी मोटर मार्ग (लम्बाई 12.00 कि०मी०) के नव निर्माण हेतु हस्तान्तरण प्रस्ताव।
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मलवा निस्तारण व्यय वहन प्रमाण पत्र

मक डिस्पोजल हेतु वनीकरण एवं अभियांत्रिकी कार्यों में जो भी व्यय होगा उसे ग्राम्य विकास विभाग द्वारा वन विभाग की मांग के अनुसार उपलब्ध करा दिया जायेगा।

  
कनिष्ठ अभियन्ता  
पी०एम०जी०एस०वाई०, सिचाई खण्ड,  
जखोली

  
सहायक अभियन्ता  
पी०एम०जी०एस०वाई०, सिचाई खण्ड,  
जखोली

  
अधिरासी अभियन्ता  
पी०एम०जी०एस०वाई०, सिचाई खण्ड,  
जखोली

  
वन क्षेत्राधिकारी  
दक्षिणी जखोली रेंज

  
वन क्षेत्राधिकारी,  
सौरा रेंज  
जनपद रुद्रप्रयाग

उप वन संरक्षक  
प्रमोद कुमार सिंह  
रुद्रप्रयाग

**Name of work:- Construction of Semalta-Dungra-Kafna-Suanra-Satni Motor Road Under PMGSY**

Sl.No.	Material Received from hill side cutting	278062		
	40 % swelling factor	11122.48		
	<b>TOTAL Material</b>	<b>289184.48</b>		
<b>Disposal and Use of Material</b>				
1	R.R Stone Masonary laid in 1:5	6725.00		cum
2	R.R Stone Masonary laid in Dry	10520.00		cum
3	Hand Packed Stone Filling/ Earth Filling	16155.00		cum
4	Construction of Wirecrate	19965.00		cum
5	Construction of Parapet	13075.00		cum
6	Granular sub-base/base/surface	38555.00		cum
7	Super Elevation	25806.00		cum
8	Patri filling	37632.73		cum
8	<b>Total Used</b>	<b>168433.73</b>		<b>cum</b>
9	Material Disposal by Cartage	120750.75		cum

**Location and Quantity of Dabries Disposal**

Location of dumping Yard	Size of Dumping Yard	Type of Land	Capacity of dumping yard (cum)	Remark
0/16	80x15x15	NAAP	18000	
2/16	100x15x15	NAAP	22500	
3/16	75x15x15	NAAP	16875	
4/32	96.67x15x15	NAAP	21750.75	
7/8	75x15x15	NAAP	16875	
11/32	110x15x15	NAAP	24750	
		<b>Total</b>	<b>120750.75</b>	

**Summary of Dabries Disposal**

S.No.	Total Dabries	Material disposal by Cartage	Reused material for road construction	Total disposal in Dumping Zone	Balance Dabries
1	289184.48	120750.75	168433.73	120750.75	0.00

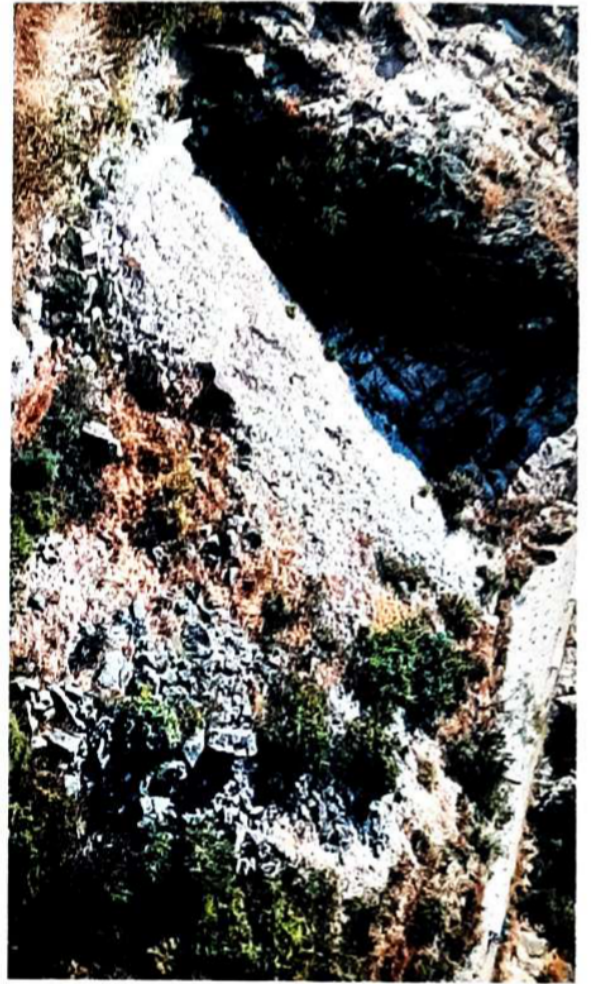
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सहायक अभियन्ता  
पी.एम.जी.एस.वाई. (रि. ख.)  
जखोली (रुद्रप्रयाग)

अधिसासी अभियन्ता  
पी.एम.जी.एस.वाई. (सि. ख.)  
जखोली (रुद्रप्रयाग)



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