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**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI  
ORIGINAL APPLICATION NO. 1144/2024**

**IN THE MATTER OF:**

MOHAN SINGH BAGDRI

.....PETITIONER

VERSUS

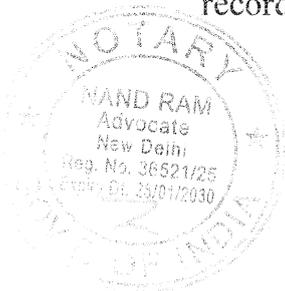
STATE OF UTTARAKHAND AND ORS.

..RESPONDENTS

**SUPPLEMENTARY AFFIDAVIT ON BEHALF OF RESPONDENT NO.6  
- BRIDGE AND ROOF COMPANY (INDIA) LIMITED**

I, Soumitra Kundu, S/o Amarendra Nath Kundu, aged about 56 years, currently posted as Deputy General Manager (North) of Bridge And Roof Co. (India) Ltd., having Zonal Office at B-22, 2nd Floor, Himalaya House, 23, K.G. Marg, New Delhi – 110001, do hereby solemnly state and affirm as under :-

1. That the deponent is working as Deputy General Manager (North) of Bridge And Roof Co. (India) Ltd., and in course of discharge of his official duties, deponent has become conversant with the facts of the instant case and being duly authorized on this behalf by Respondent no.6 herein, the deponent is fully competent to swear the present Affidavit.
2. That the answering respondent has already filed a Response Affidavit dated 18.3.2025 and Additional Affidavit dated 15.7.2025. The present Supplementary Affidavit is in furtherance of the contentions of the Answering Respondent and is a comprehensive one on the issues raised during the course of previous hearings of the case, as far as they concern the answering respondent herein. The answering respondent also seeks leave of the Hon'ble Tribunal to refer to and rely upon the previous affidavits and materials already filed on record.



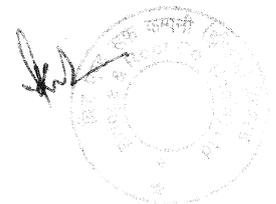
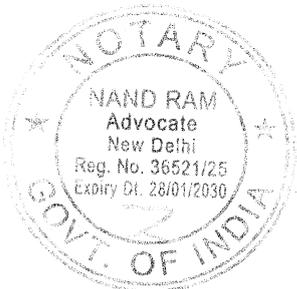
**3. Re answering respondent's background:-**

- 3.1 That it is submitted at the outset, that the answering respondent herein - Bridge And Roof Co. (India) Ltd. - is a Central Public Sector Undertaking of the Government of India and is a *Mini Ratna Category – I PSU*, under the Ministry of Heavy Industries, Govt. of India.

Established in 1920, the answering respondent completed an over century of operation, evolving into a premier multi-disciplinary engineering and construction organization with robust goodwill for its credibility for its execution of work providing design, engineering and construction services and has executed several works all over India and Abroad for the different Departments of Govt. of India including the Ministry of Defence and Railways which are of National importance. It is pertinent to mention here that the answering respondent has been awarded various Awards for its excellence over the years, including Construction Industry Development Council Vishwakarma Award in 2025, and further Department of Public Enterprises in its DPE MOU rating for FY 2023-2024 has rated Answering Respondent as EXCELLENT.

As part of its continued efforts to implement a sustainable work environment across project executions, the company was awarded the prestigious ISO 14001 certification in July 2023, further reaffirming its commitment to environmental responsibility and sustainable business practices.

A True Copy of the ISO 14001 certification issued to the answering respondent [Bridge And Roof Co. (India) Ltd.] is annexed herewith as **Annexure-R/1 [Page 11 to - ]**.



4. **Re engagement of the answering respondent [Bridge And Roof Co. (India) Ltd.] qua the subject Project:-**

4.1 That the answering respondent has been engaged as the Programme Implementation Unit (PIU) / Project Management Consultant by Uttarakhand Rural Roads Development Agency (URRDA) under the Pradhan Mantri Gram Sadak Yojana (PMGSY) scheme through an Agreement dated 22.09.2021 for the construction and maintenance of a 30-metre span bridge at Bhardari Gad in District Rudraprayag, Uttarakhand.

True copy of the said Agreement dated 22.09.2021 for the construction and maintenance of a 30-metre span bridge at Bhardari Gad in District Rudraprayag, Uttarakhand is annexed herewith as **Annexure- R/2 [Page 12 to 29 ]**.

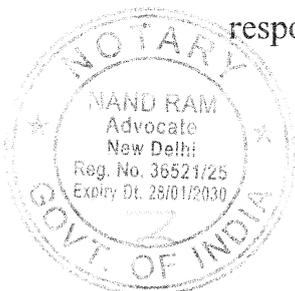
4.2 That as per the said Agreement dated 22.09.2021, the answering respondent was responsible for engaging a Contractor on behalf of URRDA by following the URRDA-approved Standard Bidding Document.

Accordingly, the answering respondent engaged M/s Khara Contractor as the execution agency vide Letter of Intent dated 03.03.2022 for execution of the work.

True copy of the said Letter of Intent dated 03.03.2022 is annexed herewith as **Annexure-R/3 [Page 30 to 31 ]**.

5. **Re payment modalities under the Agreement dated 22.09.2021:-**

5.1 That as per Clause 9 of the Agreement dated 22.09.2021, the answering respondent is entitled to Consultancy Charges/Agency Fee at the rate of 6.66%



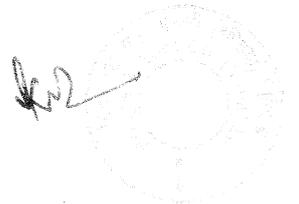
of the total awarded execution cost payable to the contractor/execution agency i.e. M/s Khara Contractor, plus 18% GST as applicable. These Consultancy Charges, along with applicable GST, are paid directly by URRDA, Government of Uttarakhand, through direct transfer of funds to the bank account of the answering respondent, and are booked under State Fund.

5.2 That as per Sub-clause 8 of the same Agreement, payments to M/s Khara Contractor for the construction and maintenance work are made through State Consolidated Funds based on the certification of actual progress by the answering respondent, with the funds being authorised through the OMMAS Online Portal maintained under the PMGSY Scheme.

6. **Re scope of answering respondents work, modification thereto & involvement of others:-**

6.1 That the scope of answering respondent's work, as far as the present Project is concerned, was limited only to Consultancy Charges/Agency Fee for the construction of a 30-metre span motorable bridge at Chainage KM 1.5 on the Semalta-Kafna-Satni Road, whereas the entire road project stretches approximately 10 Kilometres. The road portion involving extensive excavation was executed by other agencies engaged directly by URRDA.

6.2 That the bridge location was subsequently shifted by about 50 metres downstream by URRDA during February 2024 after substantial abutment work had already been carried out at the original site. The excavated area at the former site was duly backfilled thereafter. The bridge span was also increased from 30 metres to 48 metres at the new location. The revised proposal for variation in quantities arising out of this relocation is presently under consideration before URRDA.



7. **Re Contract value awarded to contractor & corresponding agency fee to answering respondent and present payment realization status:-**

7.1 That for the 30-metre bridge, the contract value awarded to M/s Khara Contractor was Rs. 241.53 Lacs (including GST), with the corresponding Agency Fee payable to the answering respondent being Rs. 18.97 Lacs (including GST).

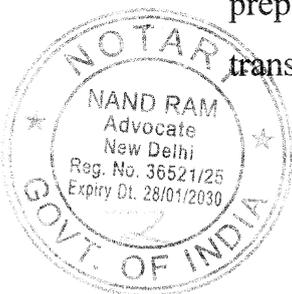
7.2 That for the modified 48-metre bridge, as per the revised proposal now pending approval, the contract value of M/s Khara Contractor is Rs. 1369.28 Lacs (including GST), and the corresponding Agency Fee payable to the answering respondent is Rs. 107.60 Lacs (including GST).

7.3 That as against the above, payments realized till date stand at Rs. 188.05 Lacs (including GST) to M/s Khara Contractor and only Rs. 9.59 Lacs (including GST) to the answering respondent herein.

8. **Re Excavation at river bank, use of excavated soil for construction purpose and re-use of excavated soil on completion of bridge construction:**

8.1 That for the purpose of construction of the subject bridge, the executing agency M/s Khara Contractor had to excavate both sides of the riverbank for the abutment work.

Since both ends of the proposed bridge are located at an elevation of approximately 22 metres above the riverbank, a temporary earthen ramp was prepared by reusing the same excavated soil to facilitate the safe transportation of construction materials and tools, as well as to enable



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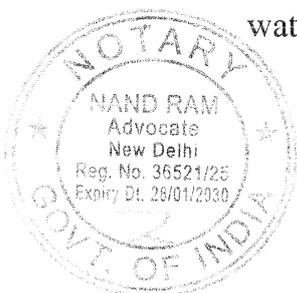
movement of workers across the river during the execution period. The ramp was constructed after the monsoon of 2024, purely as an operational necessity in view of the difficult hilly terrain. To ensure that the natural river flow remained unobstructed, a 3-metre wide section in the middle of the riverbed was kept open and fitted with gratings to maintain the free flow of water, which is sufficient throughout both the lean and monsoon seasons as the river is of seasonal nature.

8.2 That unlike road construction work, the excavated soil from the bridge constructions work is not surplus and is entirely required for reuse and as such, it cannot be called 'debris'. The soil used for preparing the temporary ramp is to be fully reused for back-filling the riverbanks after completion of the bridge and for establishing connectivity of the bridge with adjoining roads. It is estimated that even additional soil may be required to complete the backfilling. In case of any remaining surplus soil, the same shall be disposed of in an environmentally safe manner as directed by URRDA without causing any harm to the river or its surroundings.

8.3 That since the excavated soil is reused in its entirety, there is no provision in the Agreement dated 22.09.2021 or the URRDA-approved Standard Bidding Document for creation or use of a separate dumping yard. The Detailed Project Report (DPR) also does not contain any clause or cost provision related to dumping yard facilities or disposal of excavated material therein.

9. **Re Non-Existence of *Gharat* at Bridge Location before Start of Work:**

9.1 That prior to commencement of the work relating to the Project by the answering respondent, there was no existence of any *Gharat* (traditional water mill) at the location of the proposed bridge construction. To substantiate



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this fact, the answering respondent had submitted drone photographs of the site taken before starting the construction work, which clearly shows that no such *Gharat* existed at the site and that the road works had already been completed on both sides of the proposed bridge by other road construction agencies. Therefore, the allegations made by the complainant regarding damage to any *Gharat* are erroneous, baseless, and appear to be made with *mala fide* intent.

**10. *Re Unwarranted imposition of environmental compensation by Uttarakhand State Pollution Control Board for alleged 'improper disposal of debris':***

10.1 That pursuant to the inspection carried out on 24.02.2025 by a Joint Committee comprising officials from the office of the Sub-Divisional Magistrate, Tehsildar, Executive Engineer (PMGSY), Forest Department, Pollution Control Board, Geology and Mining Department, Revenue Department of the Government of Uttarakhand, along with the complainant, a Report was submitted (See Pg.334-338) making certain observations/findings as follows:-

- i) The width of the water flow in *Bhardari Gad* has reduced due to falling of debris generated from road construction at the site in question;
- ii) The debris emitted from the under construction *Bhardari Gad* Bridge has not caused any damage to any tree or plant;
- iii) A finding that debris generated from road works under PMGSY and from the bridge excavation had gone into the *Bhardari Gadera*, resulting in a reduction of width and damage to a purportedly pre-



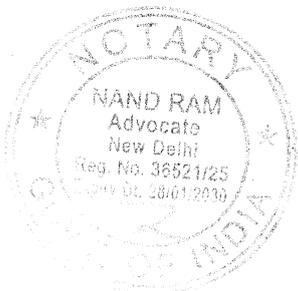
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existing *Gharat*. The quantity of debris was estimated as 585.58 cubic metres from PMGSY (Irrigation Section), Jakholi, and 1649.70 cubic metres from Bridge And Roof Co. (I) Ltd., leading to a recommendation for assessment of environmental compensation based on the said figures.

10.2 That the answering respondent has strong objections to the said findings for the reasons that there was no *Gharat* existing at the bridge site before commencement of work and therefore there could be no question of any damage caused by answering respondent. Moreover, no debris was generated or disposed of improperly during the bridge construction works. The soil excavated for abutment and access formation (earthen ramp as explained above) does not constitute debris and has been properly reused for construction purposes. These activities were operational necessities carried out in compliance with site requirements without any violation of environmental norms.

10.3 That to clarify the position in respect of the, the answering respondent craves leave to bring on record few (5 nos.) Figures / Layouts to explain the nature and scope of the bridge construction activity at the site before, during, and after construction. This will show proper excavation, management and systematic soil reuse within the project site. The layout demonstrates that there is no scope for improper discharge of debris.

It is reiterated that in the subject Project, since both ends of the proposed bridge are located at an elevation of approximately 22 metres above the riverbank, a temporary earthen ramp was prepared by reusing the same excavated soil to facilitate the safe transportation of construction materials and tools, as well as to enable movement of workers across the river during the execution period.



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Under no circumstances, this soil excavated for abutment work and used for temporary earthen ramp during construction phase and which is to be reused at the site itself as backfill at the culmination of construction, can be classified as 'debris' to slap environment compensation upon the answering respondent.

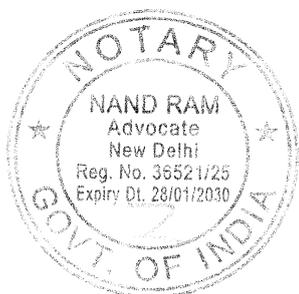
A True Copy of few (5 nos.) Figures / Layouts to explain nature and scope of bridge construction activity at the site is annexed herewith as **Annexure R/4** [Page 32 to 36 ].

10.4 That in view of these facts, answering respondent has submitted a representation dated 26.08.2025 before the Respondent no.4 herein - Uttarakhand Pollution Control Board (UPCB) requesting reconsideration and withdrawal of the environmental compensation, wrongly imposed upon the answering respondent.

True copy of the said representation dated 26.08.2025 submitted by the answering respondent before the Respondent no.4 herein - Uttarakhand Pollution Control Board (UPCB), is annexed herewith as **Annexure-R/5** [Page 37 to 38 ].

To the best of the answering respondent's knowledge, the said representation has not been considered or disposed off yet by the Respondent no. 4.

10.5 That considering the fact that M/s Khara Contractors are the Contractors actually working on the ground for execution of the Bridge Construction Project, the answering respondent herein has also preferred an application for impleadment of M/s Khara Contractors as Party-Respondent No. 7 in the present case.



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11. That above contentions/document and present affidavit are submitted accordingly.

**DEPONENT**

सौमित्र कुंडू / SOUMITRA KUNDU  
Deputy General Manager (North)  
उप महाप्रबंधक उत्तर  
BRIDGE & ROOF CO. (INDIA) LTD.  
ब्रिज एण्ड रूफ कंपनी (इण्डिया) लिमिटेड

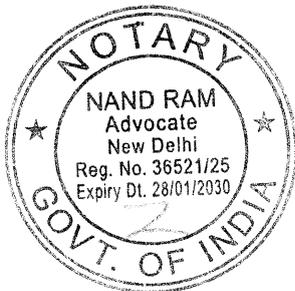
**VERIFICATION:-**

Verified at New Delhi on this 26 OCT 2025 day of October, 2025 that the contents

of the above affidavit are true and correct to my knowledge derived on basis of official records of Bridge And Roof Co. (India) Ltd. No part of it is false and nothing material has been concealed therefrom.

**DEPONENT**

सौमित्र कुंडू / SOUMITRA KUNDU  
Deputy General Manager (North)  
उप महाप्रबंधक उत्तर  
BRIDGE & ROOF CO. (INDIA) LTD.  
ब्रिज एण्ड रूफ कंपनी (इण्डिया) लिमिटेड



CERTIFIED THAT THE DEPONENT  
Sh/Smt/Km. Soumitra Kundu  
S/o, W/o, D/o. Amarendra Nath Kundu  
Identified by Shri/Smt. Shivadeep Ray  
affirmed before me at Delhi on 26.10.2025 Si. (Signature)  
the content of the affidavit which have been referred to  
to his/ her knowledge.  
(NOTARY PUBLIC, GOVT. OF INDIA)

26 OCT 2025

ATTESTED

NAND RAM, ADV.  
NOTARY PUBLIC, DELHI  
GOVT. OF INDIA

*Soumitra Kundu*  
I Identified the deponent who has signed in my presence.



# Certificate Of Registration

## ENVIRONMENTAL MANAGEMENT SYSTEM

*This is to certify that the Environmental Management System  
of*

**BRIDGE AND ROOF CO. (INDIA) LTD.**  
(A GOVERNMENT OF INDIA ENTERPRISE)

**Address: Head Office: 427/1 G.T.Road, Howrah-711 101, West Bengal, India.**

**Regd. Office: 2/1 Russel Street, Kankaria Centre, 5th Floor, Kolkata-700071, W.B., India.**

*has been assessed and found to comply with the requirements of:*

### ISO 14001:2015

(Environmental Management System)

*Scope of Certification:*

**Multidisciplinary Services in Design, Engineering, Procurement, Construction and Management of Construction Projects including Project Management Consultancy in the fields of Infrastructure, Industrial and other Construction Projects including Workshop.**

**Sector Code: 28**

**Certificate Number: IN/E/00107/10066**

**Issue no.: 01**

**Date of approval : 07.07.2023**

**Valid until : 06.07.2026**

**Revision no: nil**

**Revision date : nil**

**Original Certification Date: 07.07.2023**

May  
2024

**S. Dutta**  
**Managing Director**

May  
2025

Surveillance Audit 1st Year

Surveillance Audit 2nd year



MSCB- 240

## MS CERTIFICATION SERVICES PVT. LTD.

**Address: 3/23, R.K. Chatterjee Road, Kolkata-700042, West Bengal, India.**

[www.ms certification.net](http://www.ms certification.net)

*The validity of this certificate can be verified at [iafcertsearch.org](http://iafcertsearch.org) or [www.ms certification.net](http://www.ms certification.net)  
The Certificate is Valid Only if the Annual Surveillance Mark is Signed by Auditor on Original.*

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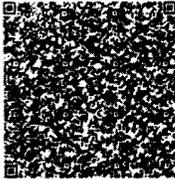


सत्यमेव जयते

## INDIA NON JUDICIAL Government of Uttarakhand

### e-Stamp

**Certificate No.** : IN-UK44774067691840T  
**Certificate Issued Date** : 22-Sep-2021 10:23 AM  
**Account Reference** : NONACC (SV)/ uk1203304/ DEHRADUN/ UK-DH  
**Unique Doc. Reference** : SUBIN-UKUK120330493662963970262T  
**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)



AL No.                      No.-12  
 RADEEP KUNER  
 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

**Statutory Alert:**

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2. Any discrepancy in the details on this Certificate as visible on the website / Mobile App renders it invalid.
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(Uday Raj Singh)

Chief Executive Officer

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

गुरमुख सिंह / GURMUKH SINGH

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

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

2

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

गुरमुख सिंह / GURMUKH SINGH  
मुख्यालय (Dehradun) उत्तराखण्ड

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  
P.M.G.S.Y.

BRIDGE & ROOF CO. (INDIA) LTD.  
गुरुमुख सिंह / GURMUKH SINGH  
मुख्य अधिकारी (मुख्य)

PMGSY, URRDA will invite and award the tenders in the name of Governor of Uttarakhand and in accordance with the PMGSY Guidelines as per existing process.

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

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

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

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

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

### 3.0 IMPLEMENTATION

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

#### i. Implementation Procedure

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

#### ii. Coordination & Facilitation

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

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

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

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General Manager (Mktg. & BD) North

**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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(Uday Raj Singh)  
Chief Executive Officer  
PMGSY

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

#### 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:-
- The first tier shall be the PIU/Senior Engineer of the PIU in charge of the work. The Contractor shall establish field Quality Control laboratories and get the contractually stipulated tests conducted. The test results shall be recorded in the prescribed Quality Control Registers. Engineers of the PIU shall witness the carrying out of a portion of tests as prescribed in the Quality Control Hand Book. All the concerned officers shall record their observations in the Quality Control Registers. All test readings and observations as well as results shall be intimated by the PIU electronically to URRDA.
  - The 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.
  - The third tier shall comprise of National Quality Monitors (NQMs) engaged by the NRIDA for the purpose. The PIU of BRIDGE AND ROOF shall be responsible for reporting compliance on the observations of NQMs and observations of NRIDA in this regard and furnishing ATRs to URRDA for further submission to NRIDA.

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

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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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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.

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General Manager (Mktg. & B.D.) 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 1st 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

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

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Chief Executive Officer  
P.M.G.S.Y.

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.

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(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  
PMGSY.

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General Manager (Mktg. & B.D.)

(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  
BRIDGE & ROOF CO. (INDIA) LTD.

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

## 16.0 INDEMNITY

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

## 17.0 DISPUTE RESOLUTION

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

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

## 18.0 NOTICE

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

(Uday Raj Singh)  
Chief Executive Officer  
P.M.G.S.Y.  
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## 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.

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General Manager (Mktg.) Uttar

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> Officer Uttarakhand, Dehradun</p>	<p>For and on Behalf of BRIDGE AND ROOF</p> <p>ब्रिज एण्ड रूफ कंपनी (भारत) लिमिटेड BRIDGE &amp; ROOF CO. (INDIA) LTD.</p> <p>गुरमुख सिंह / GURMUKH SINGH महा प्रबन्धक (विपणन एवं 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  
यू.आर.आर.डी.ए., देहरादून

2.

*S. C. N*  
*22/09/21*  
(संजय सिंह)  
अधिसासी अभियन्ता  
यू०आर०आर०डी०ए०

Witness

1.

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

2.

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



# ब्रिज एण्ड रूफ कम्पनी (इण्डिया) लि० BRIDGE AND ROOF CO. (INDIA) LTD.



(भारत सरकार का एक उद्यम)

(A GOVERNMENT OF INDIA ENTERPRISE)



पंजीकृत कार्यालय :

Registered Office :

चतुर्थ एवं पांचवी मंजिल, कंकड़िया सेंटर,  
2/1, रसल स्ट्रीट, कोलकाता -700 0714TH & 5TH FLOOR, KANKARIA CENTRE,  
2/1, RUSSEL STREET, KOLKATA-700 071

## LETTER OF ACCEPTANCE

Ref.: B&amp;R/HO/71123/PMGSY/UK/PKG-16/LOA/688

Date: 03.03.2022

M/s Khara Contractors,  
G.T. Road, Near Cantt. Truck Union,  
Ferozepur Cantt., Punjab

Mobile No. 9815078179,  
Email : [kharacontractors@gmail.com](mailto:kharacontractors@gmail.com)

Kind Attn. : Mr. Manjit Singh (Partner)

Sub: LETTER OF ACCEPTANCE (LOA) FOR "CONSTRUCTION & MAINTENANCE (05 YEARS) OF 06 NOS STEEL GIRDER / STEEL TRUSS COMPOSITE BRIDGES IN STATE OF UTTARAKHAND" - (1) Construction & Maintenance (05 years) of 01 No. 24M. Span Steel Girder Bridge at Km 2 (Ch. 1/21 to 1/22) of Rudraprayag Gaurikund MR Km 57 to Khat Khariya, L042 at Block - Augustmuni, Rudraprayag : UT10103, (2) Construction & Maintenance (05 years) of 01 No. 30M. Span Steel Bridge at Km 1.5 of Semalta-Kafna-Satni, L050 at Block - Jakholi, Rudraprayag : UT10126, (3) Construction & Maintenance (05 years) of 01 No. 30M. Span Steel Bridge at Km 11.5 of Gorpa-Sirwari to Kurchhola, L026 at Block - Jakholi, Rudraprayag : UT1098, (4) Construction & Maintenance (05 years) of 01 No. 36M. Span Steel Bridge at Km 3 of Paldwadi to Dungar Semal MR, T01 (PMGSY-II) at Block - Ukhimath, Rudraprayag : UT1022, (5) Construction & Maintenance (05 years) of 01 No. 18M. Span Steel Bridge at Km 6 of Paldwadi to Dungar Semal MR, T01 (PMGSY-II) at Block - Ukhimath, Rudraprayag : UT1023 and (6) Construction & Maintenance (05 years) of 01 No. 30M. Span Steel Bridge at Km 5 of Tala Barangali MR to Paw Durgadhar (Jagpura), L028 at Block - Augustmuni, Rudraprayag : UT101112.

- Ref: i) Notice Inviting Tender (e-NIT) No. Bid Identification No. : PMGSY/B&R/02 for 2021-2022 dated 13.12.2021 : PACKAGE No. : B&R / PKG / UK / 16 [Tender ID No. 2021\_CCUK\_115087\_1, generated from PMGSY UK Portal].
- ii) Your Bid No. 493907 ( generated from PMGSY Portal ) uploaded on 20.12.2021

Dear Sir,

This is to notify you that the Employer, Bridge & Roof Co. (India) Ltd. on behalf of CEO, URRDA has accepted your Bid dated 20.12.2021 for execution of the 06 (Six) Nos. Bridge(s) [ (1) Construction & Maintenance (05 years) of 01 No. 24M. Span Steel Girder Bridge at Km 2 (Ch. 1/21 to 1/22) of Rudraprayag Gaurikund MR Km 57 to Khat Khariya, L042 at Block - Augustmuni, Rudraprayag : UT10103, (2) Construction & Maintenance (05 years) of 01 No. 30M. Span Steel Bridge at Km 1.5 of Semalta-Kafna-Satni, L050 at Block - Jakholi, Rudraprayag : UT10126, (3) Construction & Maintenance (05 years) of 01 No. 30M. Span Steel Bridge at Km 11.5 of Gorpa-Sirwari to Kurchhola, L026 at Block - Jakholi, Rudraprayag : UT1098, (4) Construction & Maintenance (05 years) of 01 No. 36M. Span Steel Bridge at Km 3 of Paldwadi to Dungar Semal MR, T01 (PMGSY-II) at Block - Ukhimath, Rudraprayag : UT1022, (5) Construction & Maintenance (05 years) of 01 No. 18M. Span Steel Bridge at Km 6 of Paldwadi to Dungar Semal MR, T01 (PMGSY-II) at Block - Ukhimath, Rudraprayag : UT1023 and (6) Construction & Maintenance (05 years) of 01 No. 30M. Span Steel Bridge at Km 5 of Tala Barangali MR to Paw Durgadhar (Jagpura), L028 at Block - Augustmuni, Rudraprayag : UT101112 ] under Pradhan Mantri Gram Sadak Yojana : PMGSY : YEAR 2021-22 PMGSY BATCH-I and Routine Maintenance of the works for five years for the Contract Price as stated below :-

Contd.....2

दूरभाष / PHONE : (91) (033) 2217-2108/2274/2275/2276/2277/2278/2279/2280/2281/2282/2283/2284/2285/2286/2287/2288/2289/2290/2291/2292/2293/2294/2295/2296/2297/2298/2299/2300/2301/2302/2303/2304/2305/2306/2307/2308/2309/2310/2311/2312/2313/2314/2315/2316/2317/2318/2319/2320/2321/2322/2323/2324/2325/2326/2327/2328/2329/2330/2331/2332/2333/2334/2335/2336/2337/2338/2339/2340/2341/2342/2343/2344/2345/2346/2347/2348/2349/2350/2351/2352/2353/2354/2355/2356/2357/2358/2359/2360/2361/2362/2363/2364/2365/2366/2367/2368/2369/2370/2371/2372/2373/2374/2375/2376/2377/2378/2379/2380/2381/2382/2383/2384/2385/2386/2387/2388/2389/2390/2391/2392/2393/2394/2395/2396/2397/2398/2399/2400/2401/2402/2403/2404/2405/2406/2407/2408/2409/2410/2411/2412/2413/2414/2415/2416/2417/2418/2419/2420/2421/2422/2423/2424/2425/2426/2427/2428/2429/2430/2431/2432/2433/2434/2435/2436/2437/2438/2439/2440/2441/2442/2443/2444/2445/2446/2447/2448/2449/2450/2451/2452/2453/2454/2455/2456/2457/2458/2459/2460/2461/2462/2463/2464/2465/2466/2467/2468/2469/2470/2471/2472/2473/2474/2475/2476/2477/2478/2479/2480/2481/2482/2483/2484/2485/2486/2487/2488/2489/2490/2491/2492/2493/2494/2495/2496/2497/2498/2499/2500/2501/2502/2503/2504/2505/2506/2507/2508/2509/2510/2511/2512/2513/2514/2515/2516/2517/2518/2519/2520/2521/2522/2523/2524/2525/2526/2527/2528/2529/2530/2531/2532/2533/2534/2535/2536/2537/2538/2539/2540/2541/2542/2543/2544/2545/2546/2547/2548/2549/2550/2551/2552/2553/2554/2555/2556/2557/2558/2559/2560/2561/2562/2563/2564/2565/2566/2567/2568/2569/2570/2571/2572/2573/2574/2575/2576/2577/2578/2579/2580/2581/2582/2583/2584/2585/2586/2587/2588/2589/2590/2591/2592/2593/2594/2595/2596/2597/2598/2599/2600/2601/2602/2603/2604/2605/2606/2607/2608/2609/2610/2611/2612/2613/2614/2615/2616/2617/2618/2619/2620/2621/2622/2623/2624/2625/2626/2627/2628/2629/2630/2631/2632/2633/2634/2635/2636/2637/2638/2639/2640/2641/2642/2643/2644/2645/2646/2647/2648/2649/2650/2651/2652/2653/2654/2655/2656/2657/2658/2659/2660/2661/2662/2663/2664/2665/2666/2667/2668/2669/2670/2671/2672/2673/2674/2675/2676/2677/2678/2679/2680/2681/2682/2683/2684/2685/2686/2687/2688/2689/2690/2691/2692/2693/2694/2695/2696/2697/2698/2699/2700/2701/2702/2703/2704/2705/2706/2707/2708/2709/2710/2711/2712/2713/2714/2715/2716/2717/2718/2719/2720/2721/2722/2723/2724/2725/2726/2727/2728/2729/2730/2731/2732/2733/2734/2735/2736/2737/2738/2739/2740/2741/2742/2743/2744/2745/2746/2747/2748/2749/2750/2751/2752/2753/2754/2755/2756/2757/2758/2759/2760/2761/2762/2763/2764/2765/2766/2767/2768/2769/2770/2771/2772/2773/2774/2775/2776/2777/2778/2779/2780/2781/2782/2783/2784/2785/2786/2787/2788/2789/2790/2791/2792/2793/2794/2795/2796/2797/2798/2799/2800/2801/2802/2803/2804/2805/2806/2807/2808/2809/2810/2811/2812/2813/2814/2815/2816/2817/2818/2819/2820/2821/2822/2823/2824/2825/2826/2827/2828/2829/2830/2831/2832/2833/2834/2835/2836/2837/2838/2839/2840/2841/2842/2843/2844/2845/2846/2847/2848/2849/2850/2851/2852/2853/2854/2855/2856/2857/2858/2859/2860/2861/2862/2863/2864/2865/2866/2867/2868/2869/2870/2871/2872/2873/2874/2875/2876/2877/2878/2879/2880/2881/2882/2883/2884/2885/2886/2887/2888/2889/2890/2891/2892/2893/2894/2895/2896/2897/2898/2899/2900/2901/2902/2903/2904/2905/2906/2907/2908/2909/2910/2911/2912/2913/2914/2915/2916/2917/2918/2919/2920/2921/2922/2923/2924/2925/2926/2927/2928/2929/2930/2931/2932/2933/2934/2935/2936/2937/2938/2939/2940/2941/2942/2943/2944/2945/2946/2947/2948/2949/2950/2951/2952/2953/2954/2955/2956/2957/2958/2959/2960/2961/2962/2963/2964/2965/2966/2967/2968/2969/2970/2971/2972/2973/2974/2975/2976/2977/2978/2979/2980/2981/2982/2983/2984/2985/2986/2987/2988/2989/2990/2991/2992/2993/2994/2995/2996/2997/2998/2999/3000/3001/3002/3003/3004/3005/3006/3007/3008/3009/3010/3011/3012/3013/3014/3015/3016/3017/3018/3019/3020/3021/3022/3023/3024/3025/3026/3027/3028/3029/3030/3031/3032/3033/3034/3035/3036/3037/3038/3039/3040/3041/3042/3043/3044/3045/3046/3047/3048/3049/3050/3051/3052/3053/3054/3055/3056/3057/3058/3059/3060/3061/3062/3063/3064/3065/3066/3067/3068/3069/3070/3071/3072/3073/3074/3075/3076/3077/3078/3079/3080/3081/3082/3083/3084/3085/3086/3087/3088/3089/3090/3091/3092/3093/3094/3095/3096/3097/3098/3099/3100/3101/3102/3103/3104/3105/3106/3107/3108/3109/3110/3111/3112/3113/3114/3115/3116/3117/3118/3119/3120/3121/3122/3123/3124/3125/3126/3127/3128/3129/3130/3131/3132/3133/3134/3135/3136/3137/3138/3139/3140/3141/3142/3143/3144/3145/3146/3147/3148/3149/3150/3151/3152/3153/3154/3155/3156/3157/3158/3159/3160/3161/3162/3163/3164/3165/3166/3167/3168/3169/3170/3171/3172/3173/3174/3175/3176/3177/3178/3179/3180/3181/3182/3183/3184/3185/3186/3187/3188/3189/3190/3191/3192/3193/3194/3195/3196/3197/3198/3199/3200/3201/3202/3203/3204/3205/3206/3207/3208/3209/3210/3211/3212/3213/3214/3215/3216/3217/3218/3219/3220/3221/3222/3223/3224/3225/3226/3227/3228/3229/3230/3231/3232/3233/3234/3235/3236/3237/3238/3239/3240/3241/3242/3243/3244/3245/3246/3247/3248/3249/3250/3251/3252/3253/3254/3255/3256/3257/3258/3259/3260/3261/3262/3263/3264/3265/3266/3267/3268/3269/3270/3271/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Ref.: B&R/HO/71123/PMGSY/UK/PKG-16/LOA/688

Date: 03.03.2022

--: Page 02 :-

Bridge Identification No.	Location [District - Rudraprayag]	Price Quoted by Bidder excluding GST (Rs. In Lakh)			Awarded Value within the Sanctioned Cost excluding GST (Rs. In Lakh)	Additional Cost w.r.t. Sanctioned Cost excluding GST (Rs. In Lakh)
		Construction Cost	Maintenance Cost	Total		
1	2	3	4	5 = 3+4	6	7 = 5-6
UT10103	Block – Augustmuni	134.12	5.46	139.58	123.64	15.93
UT10126	Block – Jakholi	215.65	15.00	230.65	191.83	38.82
UT1098		230.94	15.00	245.94	198.77	47.17
UT1022	Block – Ukhimath	273.26	5.20	278.46	240.00	38.46
UT1023		136.22	5.20	141.42	121.34	20.08
UT101112	Block – Augustmuni	189.67	5.20	194.87	171.10	23.77
<b>Total Amount :</b>		<b>1179.86</b>	<b>51.05</b>	<b>1230.92</b>	<b>1046.68</b>	<b>184.24</b>

Financial bid of the above work is 17.60% higher from the sanctioned cost of the project. The quoted construction cost is Rs. 184.24 Lakh higher than the sanctioned cost of work. It is communicated by URRDA vide their Letter No. 2755/Bridges/Bridge & roof/ITCO/URRDA/21 dated 08.01.2022 for signing the agreement and commencing the work with condition that expenditure should not exceed the sanctioned cost of project till the formal approval is obtained from State Government.

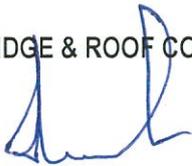
You are hereby requested to furnish the followings :

- (1) Performance Security in the form detailed in Cl. 30 of ITB for an amount of **Rs. 26.17 Lakh (Rupees Twenty Six Lakhs and Seventeen Thousand only)** within 10 days of the receipt of this Letter of Acceptance valid up to 45 days from the date of expiry of Defects Liability Period and sign the Contract. If the Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee could be one year initially, however, the Contractor would get this Bank Guarantee extended in such a way that an amount equal to the requisite Performance Security is always available with the Employer until 45 days after the lapse of Defects Liability Period failing which action as stated in Cl. 30.3 of ITB will be taken.
- (2) Insurance documents should be furnished for approval of Bridge & Roof Co. (India) Ltd. before drawl of agreement and issue of notice to proceed with the work as per clause 13.3 (a) & (b) of condition of contract.

You are also requested to indicate your nominee as required under Clause 55.2 of the GCC.

Yours faithfully,

FOR BRIDGE & ROOF CO (I) LTD.



(D. PAUL)

EXECUTIVE DIRECTOR (PROJECTS)



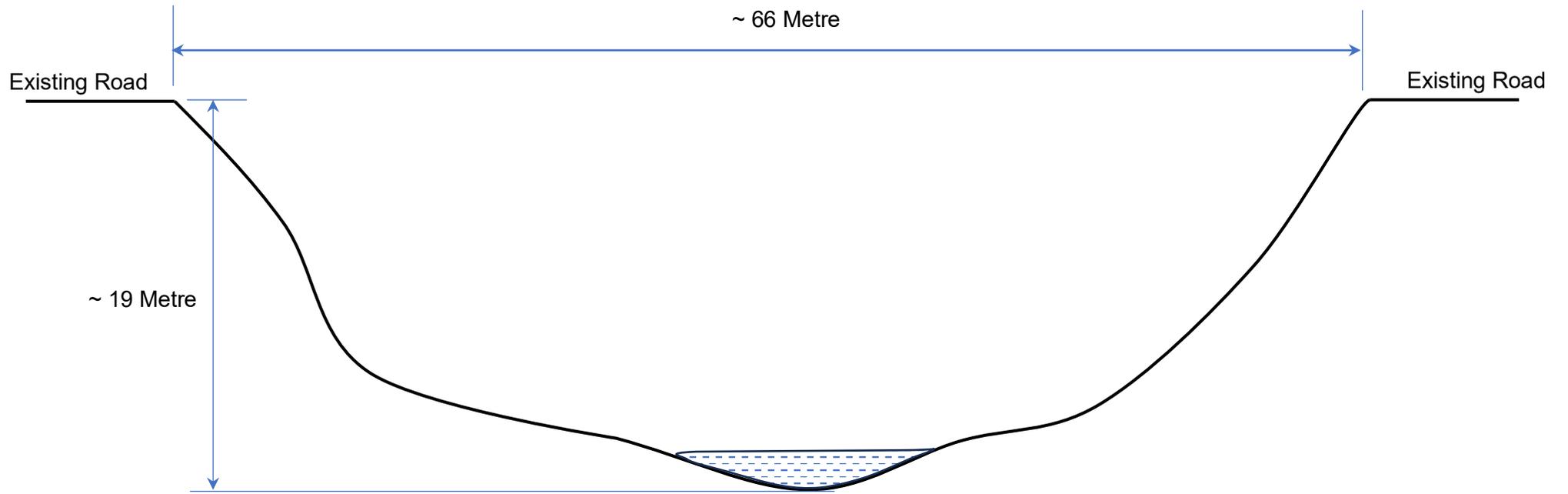


Fig: Before Start of Construction of Bridge

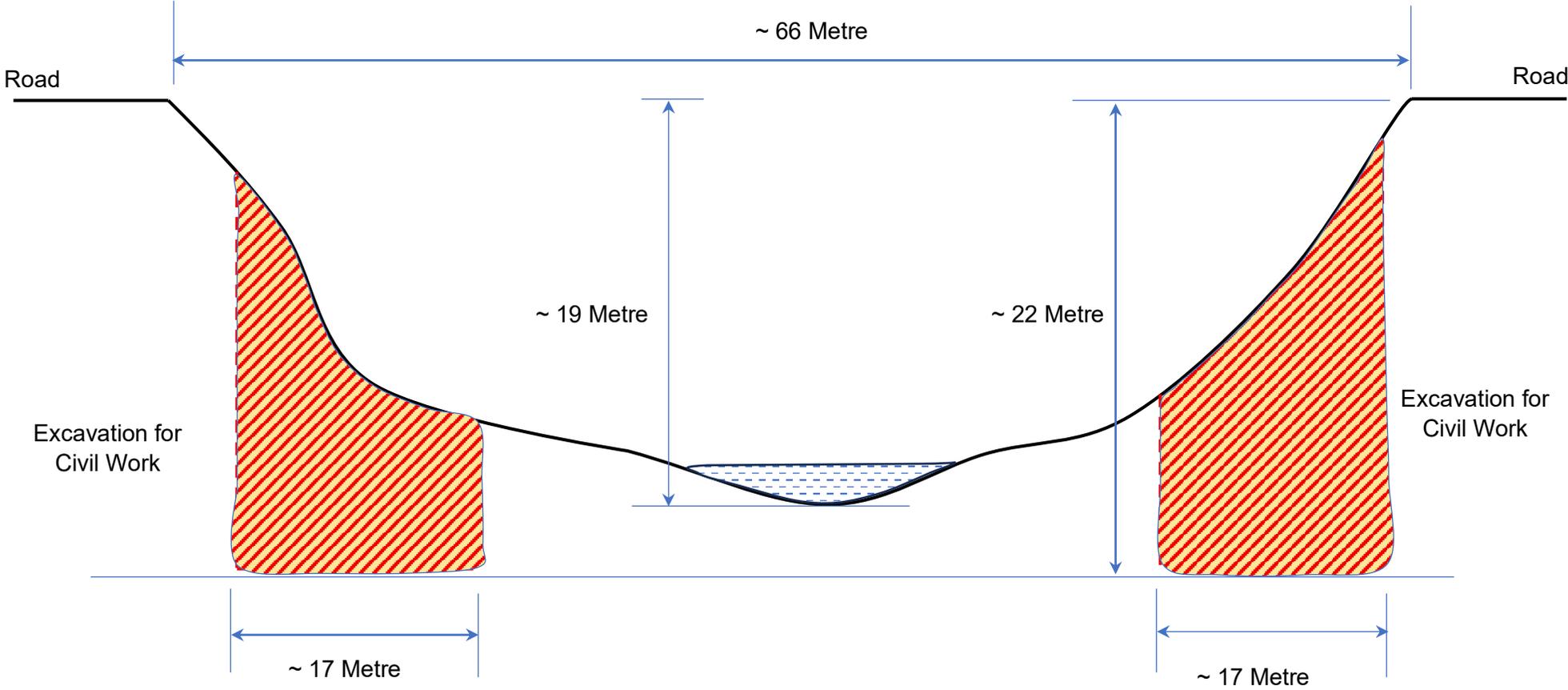


Fig: Excavation work to be carried out for Abutment Work

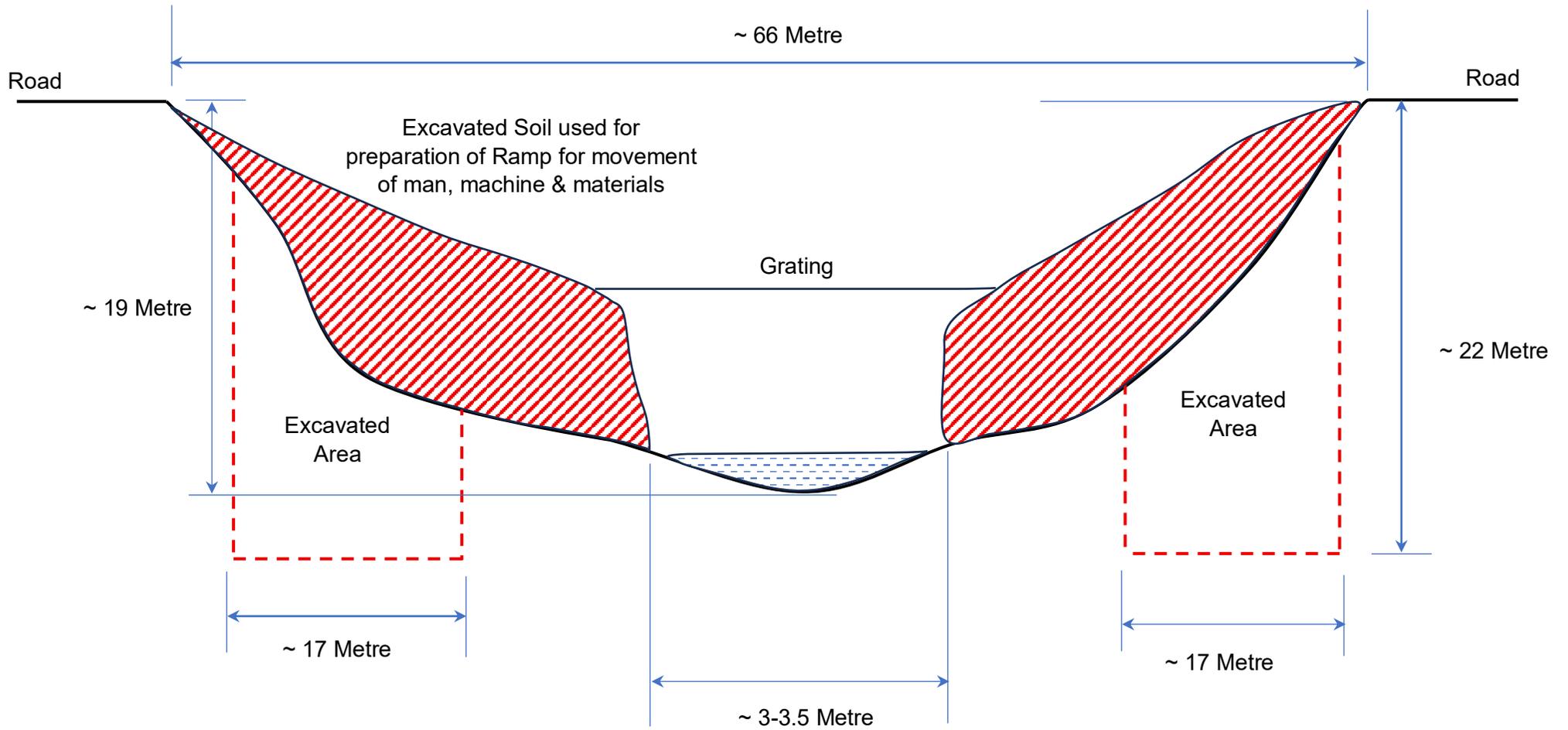


Fig: Use of excavated soil during Construction Work

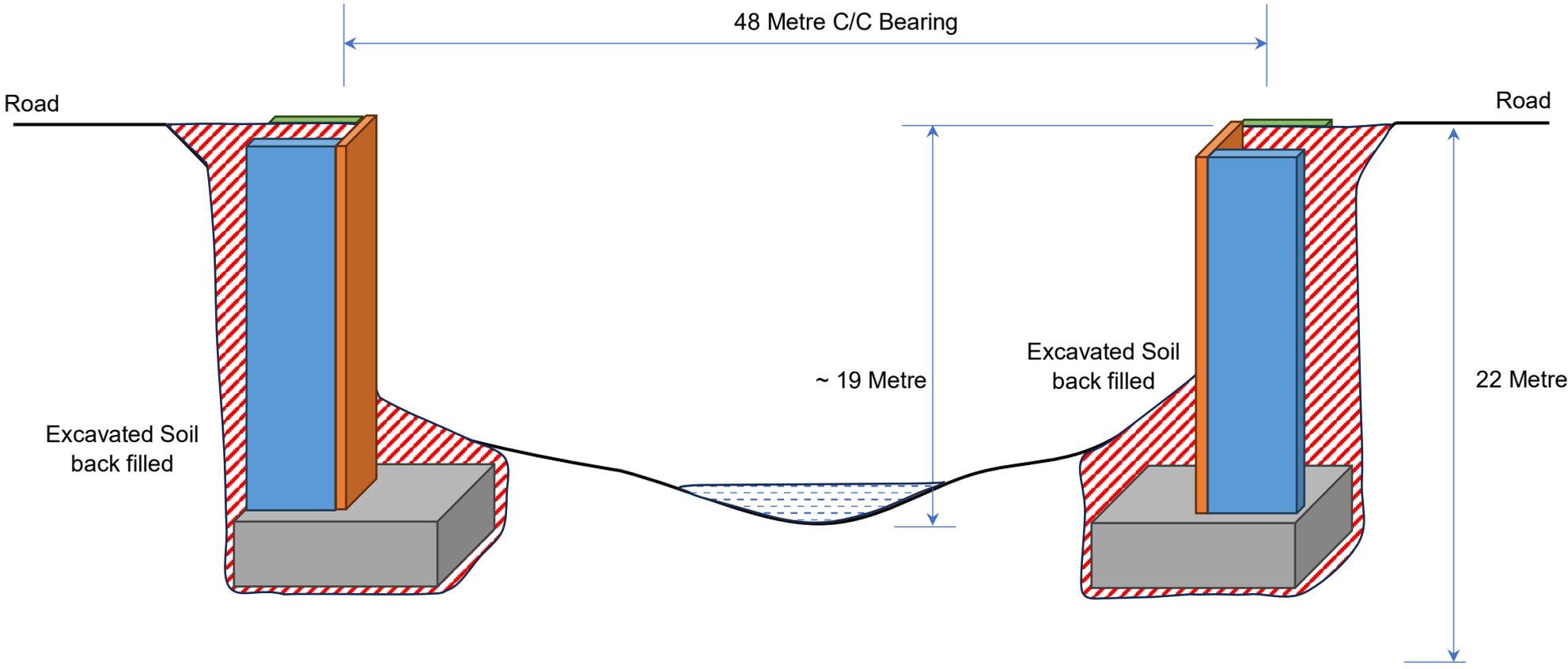


Fig: Use of excavated soil after Construction Work

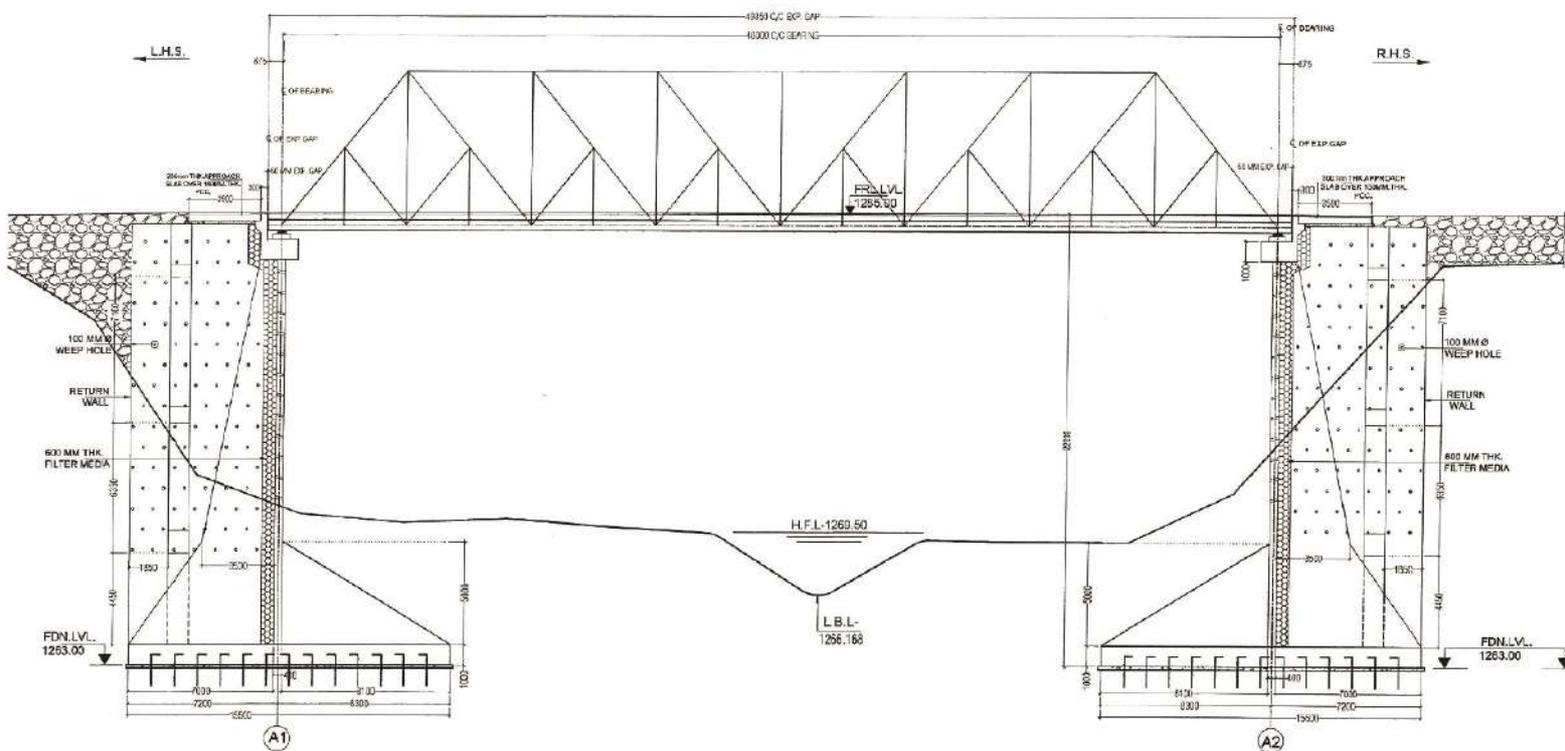


FIG: RUDRAPRAYAG BRIDGE SECTIONAL ELEVATION

Ref.: BANDR/NZ/71123/9363

Date: 26-03-2025

The Member Secretary  
Head Quarters/ Uttarakhand Pollution Control Board  
Gaura Devi Environment Bhawan  
46B, I. T. Park, Sahashradhara Road, Dehradun



Ref.: Your letter no. UKPCB/HO/Gen.-183-828/2025/1895 dated 17.03.2025, received on 24.03.2025

Respected Sir,

This is with reference to your letter dated 17.03.2025, wherein an environmental compensation amounting Rs. 6,06,322/- has been levied on Bridge And Roof Co. (India) Ltd. (B AND R) for alleged environmental violations during the construction of a 48-meter bridge at Bhardari Gad in District Rudraprayag, Uttarakhand.

1) Award of work by URRDA & subsequent engagement of Execution Agency:

In this regard, we would like to clarify that B AND R, a Central PSE, has been engaged as the Programme Implementation Unit (PIU)/ Project Management Consultant by Uttarakhand Rural Roads Development Agency (URRDA) under the Pradhan Mantri Gram Sadak Yojana (PMGSY) scheme, through AGREEMENT dated 22.09.2021 for construction of a 30-meter span bridge at Bhardari Gad in District Rudraprayag, Uttarakhand. As per the agreement, B AND R was responsible for engaging contractor on behalf of URRDA, Govt. of Uttarakhand, following URRDA approved 'Standard Bidding Document'. Subsequently, B AND R engaged 'M/s Khara Contractor' vide Letter of Intent (LOI) dated 03.03.2022 for execution of the work.

2) Scope of work & involvement of others:

The work scope only involved 30-meter span motorable bridge construction work at Chainage KM 1.5 on the Semalta-Kafna-Satni Road, whereas the entire Road Project stretches around 10 KM and involved a large quantum of excavation work, for which URRDA engaged other agency(ies) for carrying out the road work.

3) Re-location of Bridge and approval status:

The bridge location was later shifted by around 50 meter downstream by URRDA during Feb-2024, after carrying out substantial bridge abetment work at the original bridge location, after which the excavated area on river bank at the original bridge location was back filled. The bridge span also increased from 30 meter to 48 meter at new bridge location. However, revised final proposal for quantity variation, arising from the relocation of the bridge, is currently under consideration by URRDA.

4) Excavation at river bank & use of excavated soil for construction purpose:

For construction of the bridge, the executing agency M/s Khara Contractor had to excavate the riverbank at both side of river for the bridge abetment work. **Since both ends of the bridge is around twenty two (22) meter above the river bank, for the purpose of transportation of construction materials and tools & tackles from one end of bridge to another side and also to facilitate safe movement of workers, a temporary ramp has been prepared by M/s Khara Contractor across the river by using the same excavated soil after the last monsoon, which was dug out during excavation of both side of river bank at the new bridge location. The ramp is an essential requirement for the execution of the bridge work at such remote hilly location.**

Continued on Page 2

Ref.: BANDR/NZ/71123/9363

Date: 26.08.2025

Page 2

However, to allow flow of the river along the natural flow channel, no soil was filled at around three (3) meter area on which gratings were placed to facilitate movement of man and materials from either side of bridge. The river is a seasonal type & this space is sufficient for natural flow of water throughout the year, during both the lean season and the monsoon.

5) Use excavated soil on completion of bridge construction:

**Unlike the road work, the excavated soil arising out of bridge work is not surplus soil and the entire soil used for the temporary ramp shall be reused in entirety for backfilling of the river bank on completion of bridge construction.**

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

6) No provision of 'Dumping Yard' in Agreements:

This is probably due to the afore stated reasons that, the excavated soils are reused in entirety after construction of Bridge that, there is no provision of 'Dumping Yard' in the AGREEMENT dated 22.09.2021 or URRDA approved 'Standard Bidding Document'. Additionally, the Detailed Project Report (DPR) prepared by URRDA also does not include any provision for a Dumping Yard or for payment related to dumping material in such a yard.

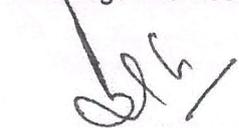
7) Excavated soil can't be considered as 'debris' for levying compensation on B AND R:

In view of the above, we humbly submit that the imposition of a penalty on B AND R for the alleged improper disposal of 'debris' may kindly be reconsidered, as the excavated soil does not qualify as 'debris', nor has it been dumped elsewhere. Rather, it is being fully and appropriately utilised for the construction of the bridge at this remote location, with the activity carried out purely as an operational necessity and without any intent to violate environmental regulations.

Thanking you,

Yours faithfully,

For Bridge And Roof Co. (India) Ltd.



(Brajesh Kumar Jha)



**Dy. General Manager (Coordination) North**

Cc: GGM (Coord./ Projects)

Cc: DGM (Coord/ Projects) North

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standingcounsel office &lt;standingcounseloffice@gmail.com&gt;

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**SERVICE-SUPPLEMENTARY AFFIDAVIT ON BEHALF OF RESPONDENT NO.6 – BRIDGE AND ROOF COMPANY (INDIA) LIMITED IN Original Application No. 1144/2024 Mohan Singh Bagdri Vs. State Of Uttarakand And Others**

1 message

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**standingcounsel office** <standingcounseloffice@gmail.com>

Sun, Oct 26, 2025 at 7:57 PM

To: tamtaadvocates@outlook.com, Mukesh Verma <mvermadv@gmail.com>, arpita rawat <arpita29legal@gmail.com>, judicial-ngt@gov.in, samratnigam@gmail.com

Sir/Madam,

Please find attached herewith SUPPLEMENTARY AFFIDAVIT ON BEHALF OF RESPONDENT NO.6 – BRIDGE AND ROOF COMPANY (INDIA) LIMITED IN Original Application No. 1144/2024 Mohan Singh Bagdri Vs. State Of Uttarakand And Others

From Office

Shri Shuvodeep Roy  
Advocate for Respondent No.6  
Mob No. 9818182688



**notarized final supplementary affidavit b and r.pdf**  
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