



उत्तर प्रदेश UTTAR PRADESH

EE 709706

Contract Agreement No.2 (2018-19)

This Agreement is made at Delhi on 10th August, 2018

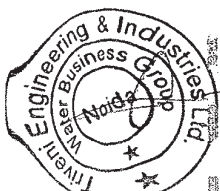
BETWEEN

Delhi Jal Board, Govt. of NCT of Delhi, through its Chief Executive Officer (hereinafter referred to as the Delhi Jal Board), of the one part,

AND

M/s TRIVENI-GSJ-GHARPURE-JV, A-44, Hoisery Complex, Phase-II Ext., NOIDA - 201305, Uttar Pradesh, India through Sh. S.K. Agarwal, General Manager (Marketing) authorized through Power of Attorney dated 17.05.2017 (hereinafter referred to as the Contractor), of the other part:

WHEREAS the Employer desired that the Works known as "Rehabilitation and Up-gradation of Kondli – Phase I (45.5 MLD), Phase II (113.7 MLD) & Phase III (45.5 MLD) Waste Water Treatment Plant (WWTP) with effluent standards of BOD – 10 mg/l, TSS -10 mg/l or better under YAP – III" Package - K3" should be designed and executed by the Contractor, and has accepted a Bid by the Contractor for execution and completion of these Works and the remedying of any defects therein.



[Handwritten signatures and initials]

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क्रम सं० 11 30/07/2008

स्टाम्प क्रय करने का प्रयोजन

क्रय क्रेता का नाम व पूरा पता

क्रय की धनराशि 60

श्रीकाश प्रताप सिंह स्वाम्य विक्रेता
लाइसेन्स नं० 21/17-18 अवि-31-03
जिला एवं सत्र न्यायालय सूरजपुर कटर भोएडा

श्रीकाश प्रताप सिंह

हरदोस



श्री एस. जे. ए. लिमिटेड

दरपुर इन्जीनियर्स एण्ड अर्किटेक्ट्स
प्रा० लि० (जे० वी०)

The Contractor has agreed to execute the work on DBO basis at a total cost of INR 381,10,35,858/- (Rupees Three Eighty One Crores Ten Lakhs Thirty Five Thousand Eight Hundred and Fifty Eight Only) + EURO 10,78,364/- (EURO Ten Lakhs Seventy Eight Thousand Three Hundred and Sixty Four only) i.e. INR 389,71,49,858/- (Rupees Three Eighty Nine Crores Seventy One Lakhs Forty Nine Thousand Eight Hundred and Fifty Eight only) only as approved by Delhi Jal Board in its meeting held on 09.07.2018 vide resolution No. 627. The detail of cost is as under:

Particulars		INR	EURO
i) Capital Works	Civil	: Rs. 131,39,53,358/-	--
	E&M including interim O&M for 36 months	: Rs. 174,69,86,000/-	10,78,364/-
	Total cost of Capital Works	: Rs.306, 09, 39,358/-	10,78,364/-
ii) O&M Works	One year DLP and 10 years Operation & Maintenance	: Rs. 75, 00, 96,500/-	----
	Total cost of O&M Works	: Rs. 75, 00, 96,500/-	----
Total cost of Project		: Rs. 381,10,35,858/-	10,78,364/-

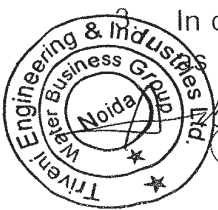
The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

(a)	The Letter of Acceptance dated 10.07.2018 and Work Order dated 26-07-2018;
(b)	The Letter of Technical Bid;
(c)	The Letter of Price Bid;
(d)	The Particular Conditions (Part A Contract data and Part B Specific Provisions);
(e)	The General Conditions of Contract (FIDIC Conditions);
(f)	The Employer's Requirement
(g)	Contractor's Proposal and post-bid opening correspondences;
(h)	All The Schedules
(i)	Corrigendum & Addendum and Reply to Pre-bid Queries issued; and
(j)	The Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

For the purpose of interpretation, the priority of the listed documents shall be in accordance with the above listed order.

In consideration of the payments to be made by the Employer to the Contractor specified in this Agreement, the Contractor hereby covenants with the



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employer to execute the work and to remedy defects therein in conformity in all respects with the provisions of the contract.

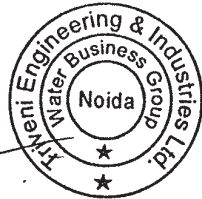
- The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

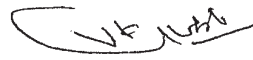
Signed by



(S.K. Agarwal)
General Manager (Marketing)
M/s TRIVENI -GSJ-GHARPURE-JV



Signed by



(V.K. Gupta)
EE (SDW) IV

Signed by



(R.K. Lakhera)
EE(C) Dr-IX

for and on behalf of the Contractor

for and on behalf of the Employer

In the presence of,

Witness 1

Witness 2


Name R.K. Agarwal

Signature 

Address PMC, YAP-III
Rajendra Place, New Delhi

Date 10/08/2018

Name Satheesh Kumar

Signature 

Address A-44, Hosiery Complex Ph-2,
Noida

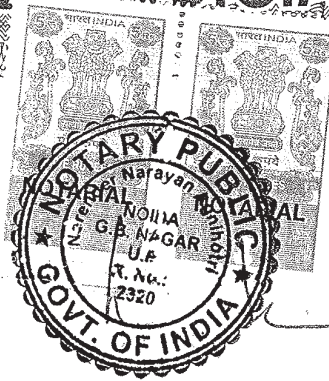
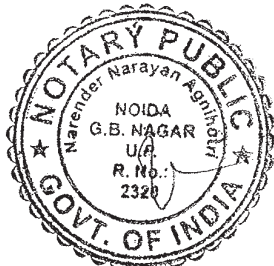
Date 10/08/2018

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उत्तर प्रदेश UTTAR PRADESH

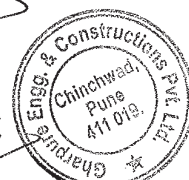
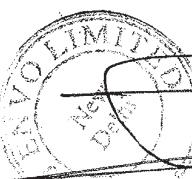
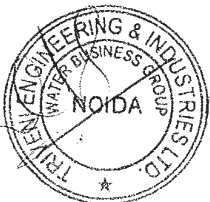
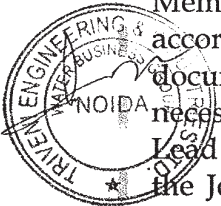
DR 389612



POWER OF ATTORNEY FOR LEAD MEMBER OF JOINT VENTURE

Whereas the Delhi Jal Board has invited BIDs from applicants for Rehabilitation and Up-gradation of Kondli Phase I (45.5 MLD), Phase II (113.7 MLD) & Phase III (45.5MLD) Wastewater Treatment Plants (WWTPs) with effluent standards of BOD - 10 mg/l, TSS -10 mg/l or better under YAP (III) (the "Project").

Whereas, M/s Triveni Engineering & Industries Ltd., M/s GSJ Envo Ltd. & M/s Gharpure Engineering & Constructions Pvt. Ltd. (collectively the "JV") being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Bidding Document and other BID documents including agreement in respect of the Project, and whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's BID for the Project and its execution.



16 MAY 2017

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क्रम सं०
स्टाम्प क्रय करने का प्रयोजन.....
स्टाम्प क्रेता का नाम व पूरा पता.....
स्टाम्प की धनराशि.....

Triveni Engineering & Industries Ltd.
A-44, Hosiery Complex,
Phase-II, Extn.
Noida-201305, (U.P.)

अरविन्द कुमार स्टाम्प विक्रेता

ला० न० 91 ला० की अवधि 31-03-2018

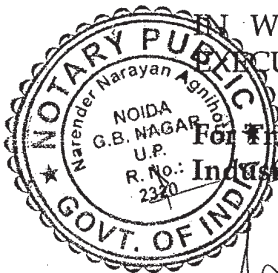
उप-निबन्धक कार्यालय परिसर नोएडा

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NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s Triveni Engineering & Industries Ltd. Water Business Group, A-44, Hosiery Complex, Phase-II Extension, Noida - 201 305, Uttar Pradesh, a Company, having our registered office at Deoband, District Saharanpur, Uttar Pradesh - 247554 and M/s GSJ Envo Ltd., 51, Hemkunt Colony, New Delhi - 110048 & M/s Gharpure Engineering & Constructions Pvt. Ltd., 41/3, Telco Road, Mohan Nagar, MIDC, Chinchwad, Pimpri-Chinchwad, Maharashtra - 411019 (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s Triveni Engineering & Industries Ltd. through its Authorized Representative, Mr. S.K. Agarwal, General Manager (Marketing) lawful attorney of the Joint Venture (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the prequalification of the Joint Venture and submission of its BID for the Project, including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in pre BID and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the BID of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture's BID for the in all respect Project and/ or upon award thereof till the EPC Contract is entered into with the Authority & Compelled. AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS 17th DAY OF MAY, 2017



For Triveni Engineering & Industries Ltd.

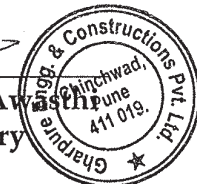
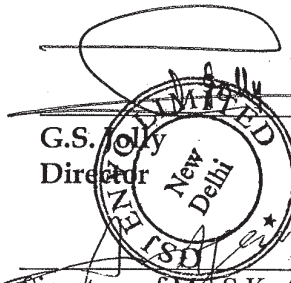
M/s GSJ Envo Ltd.

M/s Gharpure Engineering & Constructions Pvt. Ltd.

B.K. Agrawal
Chief Executive Officer

G.S. Jolly
Director

Ashutosh K. Awasthi
Auth. Signatory



Narendra Narayan Agnihotri
Advocate (Notary)
R. No.: 2320
NOIDA G.B. NAGAR

16 MAR 2018

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