

Certified Copy

- Name of the work : Construction of Road From (1. Mustafapur Narayan Chauk REO Road To Mustafapur Durga Asthan PMGSY Road Tak Via Ram Avtar Or Laldev Ke Ghar 2. Kaji Chak Shiv Mandir Se SH-74 Mushahar Toli 3. Gandhi Tola Se paswan Tola Hote Huye Mohna Ray ke Ghar Tak Mohan Ray ke Ghar ke paas PMGSY Road Tak), Package No. MMGSY-WB-19-MUZAFFARPUR WEST-06 Under MMGSY (World Bank).
2. No. of Road : Three
3. Length of the Road : 6.930 Km.
4. Name of the Agency & Address : Singh Construction Pvt. Ltd.,  
Address :- New Sadpura Colony,  
Post Office Lane,  
Aghoria Bazar, Muzaffarpur
5. Agreement No. : 153 SDD/2019-20
6. Approval of Rate : CE-3, RWD Bihar Patna, Letter No. 5502 enc.  
dt. 02.08.2019 on 0.04 % below from Schedule rate.
7. Agreement value of the work:-  
(a) Construction cost ——— : Rs. 4,87,58,032.00  
(b) Maintenance cost ——— : Rs. 53,88,185.00  
Rs. 5,41,46,217.00 Less 0.04 % below from  
Schedule rate.  
Rs. 5,41,23,472.00  
(Rupees Five Crore Forty One Lakh Twenty  
Three Thous. Four Hundred Seventy Two Only).
8. Performance Security (4%) : Rs. 21,64,939.00  
Environmental Social, Health & : Rs. 5,41,235.00  
Safety (ESHS) Performance Security (1%)  
Additional Performance Security (3.80%): Rs. 5,413.00  
Rs. 27,11,587.00
- Performance security (including earnest money) deposited by the Agency in the form of T.D. amounting to Rs. 27,12,000.00 The details of T.D. is as follow:-  
(i) TD A/c No. 3421556 - 5Years Rs. 21,65,000.00 (P.O., Silout S.O., Muz.)  
(ii) TD A/c No. 3421543 - 5Years Rs. 5,41,400.00 (P.O., Silout S.O., Muz.)  
(iii) TD A/c No. 5421545 - 5Years Rs. 5,600.00 (P.O., Silout S.O., Muz.)  
Rs. 27,12,000.00  
(Rupees Twenty Seven Lakh Twelve Thousand  
Only.)
9. Date of work Order : 19.08.2019
10. Date of completion : 18.08.2020

SINGH CONSTRUCTION PVT. LTD.

*Sheela Singh*  
MANAGING DIRECTOR

*Jan*  
Executive Engineer  
Rural Work's Department  
Work's Division, Muzaffarpur, W.B.

Retention money (6% from each bill subject to the maximum of 5% of final contract price).

Rs. 27,06,174.00

Defect liability period

Five years from the actual date of completion of the work.

Refund of performance security and security deposit.

After five years from the actual date of completion of the work.

Total item of Agreement

144 (One Hundred Forty Four) item in each road.

Note:-M.B.D. for MMGSY Funded by World Bank Rules, terms and conditions will be applicable.

Executive Engineer  
Executive Engineer  
R.W.D. Works Division  
Muzaffarpur West



भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु. 1000

Rs. 1000

सत्यमेव जयते

INDIA

बिहार BIHAR

1455

21/08/19

सिंह कंस्ट्रक्शन् प्रा. लि. पोस्ट ऑफिस रोड  
AB 32208

**AGREEMENT FORM**

This Agreement made the ..... between Executive Engineer  
R.W.D. Works Division, Muzaffarpur West (name and address of Employer) hereinafter called  
"the employer" and Singh Construction Pvt. Ltd., Address :- New Sadpura Colony, Post Office  
Lane, Aghoria Bazar, Muzaffarpur (name and address of contractor) hereinafter called "the  
contractor" on the other part.

Whereas the Employer is desirous that the contractor execute (1. Mustafapur  
Narayan Chauk REO Road To Mustafapur Durga Asthan PMGSY Road Tak Via Ram Avtar Or  
Laldev Ke Ghar 2. Kaji Chak Shiv Mandir Se SH-74 Mushahar Toli 3. Gandhi Tola Se paswan  
Tola Hote Huye Mohna Ray ke Ghar Tak Mohan Ray ke Ghar ke paas PMGSY Road Tak),  
Package No. M. MGSY-WB-19-MUZAFFARPUR WEST-06 Under MMGSY (World Bank).

(name and identification number of contract) (hereinafter called 'the works')  
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 Rs. 5,41,23,472.00 (Rupees  
Five Crore Forty One Lakh Twenty Three Thousand Four Hundred Seventy Two Only).

**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) this Agreement  
(b) the Letter of Acceptance  
(c) the Contractor's Bid including completed schedules and priced bill of quantities.

SINGH CONSTRUCTION PVT. LTD.

*Sheikh M. Khuram*

MANAGING DIRECTOR

Executive Engineer

Rural Work's Department

Work's Division, Muzaffarpur.



- (d) the Addenda No's . . . . . [insert addenda numbers if any]. . . . .
- (e) the Particular Conditions of contract
- (f) the General Conditions of contract;
- (g) the Specifications
- (h) the Drawings; and
- (i) Construction Program, Methodology, Quality Assurance Program and Environmental Management Plan
- (j) Joint Venture Agreement [for JVs only]
- (k) Any other document listed in PCC as forming part of the Contract

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of . . . . . [name of the borrowing country]. . . . . on the day, month and year indicated above.

Signed by: .....  
for and on behalf of the Employer

in the  
presence of: .....  
Witness, Name, Signature, Address, Date

SINGH CONSTRUCTION PVT. LTD.

Signed by: *Shailam Kumar*  
for and on behalf the Contractor  
MANAGING DIRECTOR

in the  
in the presence of: .....  
Witness, Name, Signature, Address, Date