

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000

INDIA

BIHAR

2020

## Model Form of Agreement

Notes on Standard Form of Agreement

The Agreement should incorporate any corrections or modifications to the Bid resulting Form corrections of errors (Instructions to Bidders, Clause 26.

D.O. Commencement- 24-09-2020 D.O. Completion- 23-09-2021  
Agreement: NO: 190 MRD/2020-21

This agreement made the 24th day of Sept./2020, between Executive Engineer, Rural Works Department, (Govt. of Bihar) Works Division, Simri Bakhtiyarpur (name and address of Employer) (hereinafter Called "the Employer") of the one part, Prasar Remodelling And Construction Pvt. Ltd, Add-Satya Nagar, Gangjala, Dist-Saharsa, Reg No. 1190556, Class-1st PAN No-AAKCP3036A, GSTIN-10AAKCP3036A1Z6 (hereinafter called "the contractor") of the other Part.

Where as the employer is desirous that the Contractor execute Name of works under MR-3054 Package No-MR-N/19-20 Simri Bakhtiyarpur/11 In Saharsa District. (Bid Id-395456) and (Tender Id-88532) (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 Routine Maintenance of the work for 5 years of the contract period and remedying of any defects there in at the cost of (Const.2,65,41,971/- and Maints. Rs.1,29,50,844/-) Total Rs.3,94,92,815/- (Rupees Three Crore Ninety Four Lakh Ninety Two Thousand Eight Hundred Fifteen) only.

Jayveer K Singh



NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the Execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
  - (i) Letter of Acceptance
  - (ii) Notice to proceed with the works;
  - (iii) Contractor's Bid
  - (iv) Condition of Contract : General and Special
  - (v) Contract Data
  - (vi) Additional condition
  - (vii) Drawings
  - (viii) Bill of Quantities and
  - (ix) Any other documents listed in the Contract Data as forming part of the Contract.

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of \_\_\_\_\_  
was hereunto affixed in the presence of :

Signed, Sealed and Delivered by the said \_\_\_\_\_

in the presence of :

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

*Sangeer Singh*

  
Executive Engineer  
R.W.D. Works Division  
Simriakhtiyarpur

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Name of Road :	Kumedan to Husalnchak				
Block :	Simri Baktiyarpur				
Length :	3.60 km	District :	Saharsa		
19	Providing and fixing of typical MMGSY informatory sign board with Logo as per MORD specifications and drawing. Three MS Plates of 1.6 mm thick, top and middle plate duly welded with MS flat iron 25mm x 5m size on back on edges. The lower plate will be welded with MS angle iron frame of 25mm x 25mm x 5mm. The angle iron frame of the lower most plate and flat iron frame of middle plate will be welded to 2 nos. 75mm x 75 mm of 12 SWG sheet tubes posts duly embedded in cement concrete M-15 grade blocks of 450mm x 450mm x 600mm, 600mm below ground level. The top most diamond plate will be welded to middle plate by 47mm x 47mm of 12 SWG steel plate tube. All M.S. will be stove enameled on both sides. Lettering and printing arrows, border etc. will be painted with ready mixed synthetic enamel paint of superior quality in required shade and colour. All sections of framed posts and steel tube will be painted with primer and two coats of epoxy paint as per drawing Clause 1701 and Annexure 1700.1	No.	2	9,446.04	18892.08
	Cross Drainage Works/Protection/Repair				
20	Painting on Parapet Wall (Black & White Strips) Painting two coats including primer coat after filling the surface with synthetic enamel paint in all shades on new, plastered / concrete surfaces as per drawing and Technical Specification Clause 1701	Sqm	410.8	97.19	39925.65
21	Plastering with cement mortar (1:4 ) on brick work in sub-structure as per Technical Specifications	sqm	148	181.17	26813.16
	Total				7677824.5
	12 % GST				921333.0
	1% LABOUR CESS				76778.2
	Seigniorage Fee				69975.4
	Total Construction Cost			A	8745917.2
	SCHEDULE B				
22	5 YEAR MAINTENANCE COST	Quarterly	20	177492.60	3549852.0
	12 % GST				425982.2
	1% LABOUR CESS				35498.5
	Seigniorage Fee				7872.8
	Total Maintenance Coct			B	4019205.6
	Grand Total Cost (A+B)				12765122.8

Construction Cost Rs-----8,745,917.2  
 5 years Maintenance Cost Rs--4,019,205.6  
 Total Amount of B.O.O. Rs-----12,765,122.8

31.01.2020  
 EXECUTIVE ENGINEER  
 R.W.D. Works Division  
 Simri Bakhtyarpur

Sanjeev K Singh  
 Superintending Engineer  
 R.W.D. Works Circle  
 SAHARSA

Approved  
 21/01/2020  
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Approved as Corrected

S.E.  
 R.W.D. Works Circle, Saharsa