



7049- 9/2/23/1000
बिहार BIHAR

लक्ष्मण कुमार
पिता: राम कुमार शर्मा
7/2/23

AT-867393

(A) STANDARD FORM OF AGREEMENT

Notes on standard Form of Agreement.

The Agreement should incorporate any correction of Modification to the Bid resulting from JAN 2023
Corrections of errors (Instructions to Bidders. Clause 26)

STANDARD FROM : AGREEMENT

Rate Approved by Chief Engineer-1, RWD, Bihar, Patna Letter No.449 WE dated 03-02-2023 on
11.56% (Eleven point five six Percent) below.

Agreement No-13- M.B.D:-2022-23

This Agreement made the 14th of Feb-2023 between Executive Engineer, RWD, Works Division, Sherghati (herein after called "the Employer") of the one part, and Satyendra Kumar Vill- Jhikatiya Po- Maigra Ps- Imamganj Distt- Gaya Pin Code-824206 Email- satyendrakumar5148@gmail.com Mobile- 9430004017 Reg. No- 1210176/2021 called the Contractor" of the other part) Where as the employer is desirous that the contractor Execute MR-N/22-23 Sherghati/02 (Tender Id- 119033)

1- Barbigha to Paluhara- 9.200 km under Gurua Block (New Maintenance Policy -2018)

[Name and identification number of contract](hereinafter called the work) and the employer has accepted the Bid by the contractor for the execution and completion of such works and the remedying of any defects therein at a cost of Rupees- 39683388.00 (Three Crore ninety six lakh eighty three thousand three hundred eighty eight only.)

सत्येंद्र कुमार

Executive Engineer
RWD, Works Division
Sherghati
17-02-2023
1712

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In this Agreement word 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 work and remedy any defects therein 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 work and the remedying the defects wherein the contract price or the such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement Viz:
 - (i) Letter of Acceptance
 - (ii) Notice to proceed with the works
 - (iii) Contractor's Bid
 - (iv) Contract Date
 - (v) Special conditions of contract and General Conditions of contract
 - (vi) Specification
 - (vii) Drawing
 - (viii) Bill of Quantities, and
 - (ix) Any other documents listed in the contract data as forming part of the contract.

In witness where of 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 -----

[Signature]
Executive Engineer
RWD, Works Division
Sherghati

In the presence of :

Binding Signature of Employer -----

[Signature]
17/2

Binding Signature of Contractor -----

Note:- Rate approved by the S.E., R.W.D, Works Circle, Gaya letter No 128 WE date- 04.02.23

Date of Work Started- 17-02-2023

Date of Completion- 16-11-2024

[Signature]

[Signature]
Executive Engineer
RWD, Works Division
Sherghati
17-02-23
[Signature]
17/2

**OFFICE OF THE EXECUTIVE ENGINEER,
RURAL WORKS DEPARTMENT, WORKS DIVISION
,SHERGHATI, GAYA**

Letter No. 334

Date 17-02-2023

Issue of Notice to Proceed with the Work

To,

Satyendra Kumar

Vill- Jhikatiya Po- Maigra Ps- Imamganj Distt- Gaya Pin Code-824206

Email- satyendrajhikatiya3@gmail.com



Mobile- 9430004017

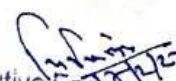

Dear Sir,

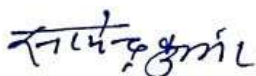
Pursuant to your furnishing the requisite Performance Security as stipulated in ITB Clause 30 and signing of the Contract for the construction of **MR-N/22-23 Sherghati/02 (Tender Id- 119033)b** and routine maintenance for five years after completion of construction, Contract Price of **Rupees- 39683388.00 (Three Crore ninety six lakh eighty three thousand three hundred eighty eight only.)**

you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Your Faithfully


Executive Engineer,
R.W.D., (W) Division,
Sherghati. 
17.02.2023


Executive Engineer
RWD, Works Division
Sherghati 
17/2



Letter of Acceptance

OFFICE OF THE EXECUTIVE ENGINEER,
RURAL WORKS DEPARTMENT, WORKS DIVISION, SHERGHATI, GAYA

Letter No. 193

Date 7/2/23

To;

Satyendra Kumar

Vill- Jhikatiya Po- Maigra Ps- Imamganj Distt- Gaya Pin Code-824206

Email- satyendrajhikatiya3@gmail.com


Mobile- 9430004017

Reg. No- 1210176/2021


This is to notify you that the Employer, namely, **Executive Engineer, RWD, Works division, Sherghati** has accepted your Bid dated **30.06.2022** for execution of the **MR-N/22-23 Sherghati/02 (Tender Id- 119033)**, as given in the Contract Data] and routine maintenance of the Works for five years for the Contract Price of Rupees- **39683388.00 (Three Crore ninety six lakh eighty three thousand three hundred eighty eight only.)** in accordance with the instructions to bidders is hereby accepted by our Agency.

You are hereby requested to furnish Performance Security, (and additional security for unbalanced bids in terms of ITB Clause 26) [where applicable] in the form detailed in Cl, 30 of ITB for an amount of Performance Security **Rs. 19.85 Lakh & Addition Performance Security Rs 20.33 Lakh (Total – Rs. 19.85 + 20.33 = 40.18 Lakh)** 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 i.e. upto **02.02.2029** 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 requisite performance security is always available with employer until 10 days after the lapse of Defect Liability Period failing which action as stated in Cl.30.3 of ITB will be taken.


Your Faithfully


Executive Engineer,

R.W.D., (W) Division,

Sherghati. 

07.02.23


Executive Engineer
RWD, Works Division
Sherghati 