

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

INDIA

बिहार BIHAR

AT 971002

**(A) STANDARD FORM OF AGREEMENT**

Notes on standard Form of Agreement

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

**STANDARD FORM : AGREEMENT**

Rate Approved by Chief Engineer-I, RWD, Bihar, Patna Letter No.447 WE dated 03-02-2023 on 0.11

% (Zero point One One Percent) below.

Agreement No- 14 M.B.D:-2022-23

This Agreement made the 24.11 of Feb-2023 between Executive Engineer, RWD, Works Division, Sherghati (herein after called "the Employer") of the one part, and M/S Maa Shanti Construction Vill-Sri Ram Bigha Po-Gurua Ps-Gurua Dist-Gaya Bihar Pin-824205 Email- sunilvermagaya@gmail.com Mobile- 9939287179 Reg. No- 1210353/2021 called the Contractor" of the other part) Where as the employer is desirous that the contractor Execute MR-N/22-23 Sherghati/01 (Tender Id- 119032) (New Maintenance Policy -2018)

1. Salempur to Matua- 4.250 km under Gurua Block
2. Salempur to Neema Bigha- 2.070 km under Gurua Block
3. Gaya Sherghati Road to Dadu Barma- 3.280 under Gurua Block

[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- 44424698.00 (Four Crore forty four lakh twenty four thousand six hundred ninety eight only.)

M/S MAAS SHANTI CONSTRUCTION

रैरान कुमार  
PARTNER

Executive Engineer

R.W.D. (W) Division

Sherghati (Gaya)





**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 -----  
**Executive Engineer**  
**R.W.D. (W) Division**  
**Sherghati (Gaya)**  
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-----

**Note:- Rate approved by the S.E., R.W.D, Works Circle, Gaya letter No 126 WE date- 04.02.23**

Date of Work Started- 24-02-23  
Date of Completion- 23-11-2024 } 09 months.

M/S MAA SHANTI CONSTRUCTION

**रोशन कुमार**  
PARTNER

**Executive Engineer**  
**R.W.D. (W) Division**  
**Sherghati (Gaya)**  
24-02-23  
24/2

## Letter of Acceptance

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

Letter No. 200

Date 7/2/23

To;

**M/S Maa Shanti Construction**

Vill-Sri Ram Bigha Po-Gurua Ps-Gurua Dist-Gaya Bihar Pin-824205

Email- sunilvermagaya@gmail.com

Mobile- 9939287179

Reg. No- 1210353/2021

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/01 (Tender Id- 119032)**, as given in the Contract Data] and routine maintenance of the Works for five years for the Contract Price of Rupees- 44424698.00 (Four Crore forty four lakh twenty four thousand six hundred ninety 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. 22.22 Lakh & Addition Performance Security Rs 0.13 Lakh (Total – Rs. 22.22 + 0.13 = 22.35 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 29.11.2028 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**

*[Signature]*  
Executive Engineer,  
R.W.D., (W) Division  
Gm Sherghati.  
07-02-23

**M/S MAAS HANTI CONSTRUCTION**

*[Signature]*  
PARTNER

*[Signature]*  
**Executive Engineer**  
R.W.D. (W) Division  
Gm Sherghati (Gaya)  
04-08-23