

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

बिहार BIHAR

(A) STANDARD FORM OF AGREEMENT

Notes on standard Form of Agreement.

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

STANDARD FROM : AGREEMENT

Rate Approved by Chief Engineer-1, RWD, Bihar, Patna Letter No.448 WE dated 03-02-2023

% (Zero point five six Percent) below.

Agreement No- ^{844h}15 M.B.D:-2022-23

This Agreement made the ^{24th}24th of Feb-2023 between Executive Engineer, RWD, Works Division, Sherghati (herein after called "the Employer") of the one part, and Gita Devi W/O Ram Naresh Yadav, Bhalua, Bhalua, Gaya, Bihar 824231 Pincode: 824231 Email- vk.samrat@gmail.com Mobile- 8521549892 Reg. No- 120100/2020 called the Contractor" of the other part)

Where as the employer is desirous that the contractor Execute MR-N/22-23 Sherghati/03 (Tender Id- 119034) (New Maintenance Policy -2018)

1. Amas kasmaa to Baheri- 1.300 km under Gurua Block
2. Karmain Gurua Road to Auradih- 5.200 km 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- 42620692.00 (Four Crore twenty six lakh twenty thousand six hundred ninety two.)

Executive Engineer
R.W.D. (V) Division
Sherghati (Gaya)
24.02-23

गीता देवी

EMD details

2. B.Y. No. 4317 NDBY-00033923Y
amt - 21.93 Lakhs.



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 127 WE date- 04.02.23

Date of Work Started- 24-02-23 *completime of months*

Date of Completion- 23-11-2023
23-11-2023

गीता फदी

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

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

Letter No. 4/11

Date 24-02-23

Issue of Notice to Proceed with the Work

To,

Gita Devi

W/O Ram Naresh Yadav, Bhalua, Bhalua, Gaya, Bihar 824231 Pincode:

824231

Email- vk.samrat@gmail.com


Mobile- 8521549892

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/03 (Tender Id- 119034)** and routine maintenance for five years after completion of construction, Contract Price of **Rupees- 42620692.00 (Four Crore twenty six lakh twenty thousand six hundred ninety two.)**

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.
24-02-23


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

गीता देवी

Letter of Acceptance

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

Letter No. 201

Date 7/2/23

To:

Gita Devi

W.O Ram Naresh Yadav, Bhalua, Bhalua, Gaya, Bihar 824231 Pincode: 824231

Email- vk.samrat@gmail.com

Mobile- 8521549892

Reg. No- 1200100/2020

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/03 (Tender Id- 119034)**, as given in the Contract Data] and routine maintenance of the Works for five years for the Contract Price of Rupees- **42620692.00 (Four Crore twenty six lakh twenty thousand six hundred ninety two.)** 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. 21.32 Lakh & Addition Performance Security Rs 0.61 Lakh (Total – Rs. 21.32 + 0.61 = 21.93 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

[Signature]
Executive Engineer,
R.W.D., (W) Division
Sherghati.
07.02.23

Executive Engineer

R.W.D. (W) Division

Sherghati (Gaya)
24.02.23

जीता देवी