MMGSY (SC) MBM. Measurement Book Schedule XLV-Form No. 134 PMGSY MOKAMA TO PACHLAKADIVISION HINGWA BAZAR. SUB-DIVISION ency—; man Jamala enterprises.

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73 Sch. XLV-Form No. 134

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Supplementary Agreement of :- 206 SBD/MMGSY/2020-21

Rural Works Department (Govt.of Bihar) Works Division Simri Bakhtiyarpur (hereinafter called " the Employer") of the one part, ENTERPRISES (Prop-Hari Shankar Jha). Add-Dumrail, Tiwari Tola. Ward No-23, Dist-Saharsa, Mob-9661350047 (Registration No.- 1170081, Class-1 st) (hereinafter called "the contractor" of the other part) Whereas the employer is desirous that the Contractor execute the construction and maintenance of road from PMGSY Mokma to Pachlakh Hingwa Bazar. In Saharsa District, (Tender ID- 97483) and (Bid ID- 422068) (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 price and remedying of any defects therein at a revised GST Claim cost of (12.21% below), Rs-2,65,023.00 (Rupees-Two Lakh Sixty Five Thousand & Twenty Three Only) as per above calculation. 8/2051~4

**Executive Engineer** R.W.D. (W) Division, Simri Bakhtiyarpur

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

- In this agreement, words and expressions 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.
- In this Agreement 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.
- The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defect wherein the Contract Price or such sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 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 data
  - (v) Conditions of contract: Special and General.
  - (vi) Specification of MORD
  - (vii) Drawings
  - (viii) Bill of Quantities. And
  - (ix) Other document listed in the contract data as forming part of the contract.

In witnessed 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 .....

In the presence of:

Binding Signature of Employer .....

MAAJWALA ENTERPRISES

Binding Signature of Contractor .....

22/05/2

Executive Engineer
D. (W) Division, Simri Bakhtiyarpur

MAA. IWALA ENTERPRISE

22.35:

### बिहार सरकार ग्रामीण कार्य विभाग

पत्रांक — BRRDA (HQ) MMGSY (N)-270/13 Part-IV 920 प्रेषक

/पटना दिनाक 2 • 9-19

संजय दूबे, भावपवलेव अपर सचिव, ग्रामीण कार्य विभाग, पटना।

सेवा में

अभियंता प्रमुख सभी मुख्य अभियंता, सभी अधीक्षण अभियंता, सभी नोडल पदाधिकारी, सभी कार्यपालक अभियंता, ग्रामीण कार्य विभाग ।

विषय:-SBD (Standard Bidding Document) को Contract Clause-25 को विभागीय SBD/NIT Agreements में प्रतिस्थापित करने के संबंध में।

निदरानुमार उपर्युक्त विषय के संबंध में कहना है कि पथ निर्माण विभाग की अधिसूचना संख्या-7435 (S) दिनांक 14.08.2019 SBD (Standard Bidding Document) के द्वारा Contract Clause-25 को निम्नलिखित रूप से प्रतिस्थापित किया गया है -

"Contract Clause-25 Settlement of Disputes and Arbitration- The Settlement of Disputes and Arbitration Shall be done in accordance with the Provisions Made in Bihar Public Works Contracts Disputes Arbitration Tribunal Act, 2008." उक्त के क्रम में यह निदेश दिया जाता है कि -

- ग्रामीण कार्य विभाग अंतर्गत PMGSY को छोडकर भविष्य की सभी निर्माण (1) योजनाओं में Standard Bidding Document, NIT तथा एकरारनामा आदि दस्तावेजों में उक्त आशय का संशोधन तुरत अनिवार्यतः किया जाए।
- पूर्व के सभी Standard Bidding Document के आलोक में चल रहे कार्यों में (2) संवेदक की लिखित राहमति प्राप्त कर वर्त्तमान एकरारनामा में उक्त आशय का संशोधन किया जाए।

**Executive Engineer** R.W.D.Works Division imri Bakhtiyarpur

विश्वासभाजन

# अधीक्षण अभियंता का कार्यालय, ग्रामीण कार्य विभाग, कार्य अंचल, सहरसा। पत्रांक....285,.../ अनुक

प्रेषक,

ई0 राजीव रंजन सुधांशु, अधीक्षण अभियंता,

सेवा में.

कार्यपालक अभियंता, ग्रामीण कार्य विभाग,

कार्य प्रमंडल, सिमरी बख्तियारपुर।()

सहरसा, दिनांक ...../

विषय:

Enterprises & Maa Jwala <del>Construction</del> (Prop-Hari Shankar Jha), Add-Dumrail,

Tiwari tola, Ward No-23, District-Saharsa संवेदक के द्वारा उपलब्ध

कराये गये GST दावों के भुगतान की स्वीकृति के संबंध में।

प्रसंग:

आपका पत्रांक 912 अनु0, दिनांक 04.05.2024

उपर्युक्त विषयक प्रसांगिक पत्र के संबंध में सूचित करना है कि निम्नांकित कार्यो के स्वीकृत महाशय, प्राक्कलन में दिनांक 18.07.2022 से GST दर 12% से 18% किये जाने के फलस्वरूप आपके द्वारा उपलब्ध कराये गये GST तथ्यात्मक विवरणी अनुमोदित कर अग्रेतर कार्रवाई हेतु लौटाई जाती है। जिसकी विवरणी निम्न

GST भूगतान हेत् प्रकार है :-दावे की राशि Name of Road SL. Head No. PMGSY Mokma to Pachlakh Hingwa 2,65,023=00 MMGSY(SC) 1. Bazar. विश्वासमाजन,

अनु0:—यथोक्त।

अधीक्षण अभियंता. ग्रामीण कार्य विभाग, कार्य अंचल,

MAA JWALA ENTERPRISES JA +9 2 Proprietor

**Executive Engineer** R.W.D.Works Division Simri Bakhtiyarpur



# MAA JWALA ENTERPRISES

(Government Contractor & General Order Suppliers)

Add.:- At + P.O. - Tiwari Tola, Distt. - Saharsa (Bihar). Pin Code - 852201 E-mail: hsjsaharsa@gmail.com

Ref :	Date :

To The Executive Engineer, Works Division, Simri-Bakhtiyarpur Rural Works Department, Government of Bihar

Sub: Reimbursement of GST paid due to change in rate of tax from 12% to 18%

Dear Sir,

I am writing to bring to your attention an issue regarding Goods and Services tax (GST) that has affected our business significantly. We would like to request reimbursement for the GST amount we paid due to sudden increase in rate of tax from 12% to 18% with effect from 18th July, 2022.

My business, M/S. Maa Jwala Enterprises, At- Mainpur, Araria, Pin- 854311 Bihar has been a responsible taxpayer, complying with all GST regulations and fulfilling our tax obligations promptly. However, the unexpected and substantial rise in the GST rate has caused a considerable financial burden on our organization.

Considering the unforeseen nature of this change and the financial strain it has placed on our business, we kindly request to review our case and grant us reimbursement for the additional GST paid from 18th July, 2022 onwards. Hence, we raise our claim of

Name of road	GST Claim
PMGSY Mokma to Pachlakh Hingwa Bazar	3,88,372
TOTAL	3.88.372

Please find following attached documents to support our request:

- Copy of BOQ
- 2. Copy of RA Bills as applicable
- 3. Copy of 3B
- 4. Copy of 7A
- 5. Payment Certificate

For M/S. Maa Jwala Enterprises

Executive Engineer

R.W.D.Works Division

Your Faithfully

3 Rainemr

MAA JWALA ENTERPRISES

Proprietor MAA JWALA ENTERPRISES

Agency: M/S. Maa Jwala Enterprises

Project name: Construction of Road From PMGSY Mokma to Pachlakh Hingwa

Agreement No.: 206/SBD/2020-21 MMGSY (SC)

Division: Simri-Bakhtiyarpur

Statement showing component of total payments post change in rate of	ГАХ
Particulars	Amount
Total Work Done Value excluding taxes, cess etc	64,41,873
GST @ 12%	7,73,025
Labour walefare cess @ 1%	64,419
Seigniorage fees	93,813
Work Done Value Including taxes, cess and fees	73,73,129
Work Done Value Including taxes, cess and fees (12.21% below)	64,72,870
Total Payment received after 18-7-2022	64,72,870

	Statement showing GST reimbursement	
	Gross Amount Payable as per agreement item [A]	64,72,870
	(inclusive of GST @12% for contracts drawn on or before 18-7-2022)	
Less:	Embedded GST Component (64,72,870/118%*12%)	6,58,258
	Net Amount (Excluding GST component)	58,14,612
Add:	GST as per revised rates @ 18%	10,46,630
	Total amount (incl. of GST @ 18%) [B]	68,61,24
	GST Reimbursement amount [B-A]	-3,88,37

28-11-22	Details of Payments	+269
Date	Particulars	Amount
27-03-2023	RA bill no. 3	-3,96,875
24-04-2023	RA bill no. 4	2,97,656
10-08-2023	RA bill no. 5	<del>2,97,65</del> 3
22-09-2023	RA bill no. 6	<del>26,91,8</del> 18
	Total	<del>26,84,0</del> 0

4546860 UIST Claim Amount RS-265093=00

Sr. Divisional Accounts Offices

R.W.D. Works Division Simri Bakhtiyarpur

Executive Bro R.W.D. Works Division Skmri Bakhtayarpur

MAA JWALA ENTERPRISES

Executive Engineer R.W.D.Works Division

Simri Bakhtiyarpur

Const. of Road from pmusy Mokrona to Pachlakh Hingwa Bazar

GIST Difference Amount -> 2,65,023=0

(HST clear Amount Squetioned for Rs. 265,023:00 (Rs. Two course sixty fin (Two Lack sixty live thousand twenty three ) only.

W. 5. 24

Superintending Engineer R. W.D. Works Circle SAHARSA

MAA IWALA ENTERPRIS

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3/105/29

R.W.D.Works Division
Simri Bakhtiyarpur

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MARINEL OF LEPUSE

Name of Division :-

Simri-Bakhtiyarpur

Name of Work :-

Construction of Road From PMGSY Mokma to Pachlakh Hingwa Bazar

Name of Agency :-

M/S. Maa Jwala Enterprises

Agreement no. :-

206/SBD/2020-21 MMGSY (SC)

R/A Bill No.	Bill Date	Bill Amounts (Rs)				G_S.T submitted by contractor (Rs.)	0-0.1 0.11.0. 0.1.0.	G.S.T Difference / Claim in (Rs.)
NA BIII NO.				47,625	18%	71,438	6%	
	27-03-2023	3,96,875					6%	17,859
3rd Bill	24-04-2023	2,97,656	12%		1.00			17,859
4th Bill	10-08-2023		12%	35,719			6%	
5th Bill	A			3,23,018	18%	4,84,527	074	3,88,372
Sth Bill	22-09-2023	20,31,616						3,88,374

Maa Jwala Enterprises

Total G.S.T Difference/Claim Amounts (Rs) = NET PAYABLE AMOUNT (Rs) =

वित विभाग का पर्मेक -674 कि नरे-10-24 650\$3=00 \$ 313HIL

Proprietor

M/s Maa Jwala Enterprises (Authorised Signatory)

**Executive Enginee** RWD, Works Division, Simri-Bakhtiyarpur

1. 200 85-111 00 -18-07-2022 TO OIG R'S- 4946860=00

2. EXCLUSING UIST

Amount 89.29 %-4417051 =00

3. Aboustable Amount - 265013=00 RS Two lath sixty bive thousand

twenty throw only.

**Executive Engineer** R.W.D.Works Division

Simci Bakhtiyarpur

Sr. Divisional Accounts Office Charles Charleson. RWD Works Divisi Son Bakhalarous

## कार्यपालक अभियंता का कार्यालय ग्रामीण कार्य विभाग, कार्य प्रमंडल, सिमरी बख्तियारपुर।

Email. ID :- ec.simribakh(iyarpur@gmail.com (Mob-8986915464)

980, 3199 पत्रांक.

सिमरी बख्तियारपुर, दिनांक-. 90-05 201.11

प्रेषक.

ई० संग्राम हेम्ब्रोम, कार्यपालक अभियंता. ग्रामीण कार्य विभाग, कार्य प्रमंडल सिमरी बख्तियारपूर।

सेवा में.

Post Office, Saharsa (H.O)

विषय:-

F.D/T.D/NSC/B.G के सत्यापन के संबंध में ।

महाशय,

उपर्युक्त विषय के संदर्भ में कहना है कि निम्नलिखित F.D/T.D/NSC/B.G जो आपके शाखा से निर्गत होने के पश्चात् अधोहस्ताक्षरी के पदनाम से प्रतिज्ञिप्त है, जिसे संवेदक MAA JWALA ENTERPRISES (Prop-Hari Shankar Jha). Add-Dumrail, Tiwari Tola. Ward No-23, Dist-Saharsa के द्वारा प्रतिभूति के रूप में जमा की गई है जिसे सत्यापित कर यथाशीघ हाथों—हाथ या Email. ID :- ec.simribakhtiyarpur@gmail.com के माध्यम से लौटाने की कृपा की

जाय ताकि अग्रेतर कार्रवाई की जा सकें।

Road Name	N.S.C Account No	Date of Issue	Amount
	3541503528	28.02.17	5,00,000.00
MMGSY, NDB, MR,	3669394824	01.06.17	4,17,000.00
Agrrement	4,070632888	23.06.18	1.73,000.00 Total-1090000=00
	MMGSY, NDB, MR, PMGSY GST Glame	MMGSY, NDB, MR, PMGSY GST Glame Caim Aprrement	3541503528 28.02.17  MMGSY, NDB, MR, 3669394824 01.06.17  Aprement 01.06.17

अनु०:- यथोक्त।

विश्वासभाजन कार्यपालक अभियंता ग्रामीण कार्य विभाग कार्य प्रमंडल, सिमरी बख्तियारपुर।

Executive Empiries R.W.D. Works Divion



Works Division, Simri Bakhtiyarpur

Executive Engineer
Rural Works Rural Works Department

T	9	00	7	6	S	4	w	2	ga	š a
	MR-N/19-20/Simri Bakhtiyarpur/09	MR-N/19-20/Simri Bakhtiyarpur/02	MR-N/19-20/Simri Bakhtiyarpur/03	MMGSY-WB-20- 21/Simri Bakhtiyarpur/01	BR29P3R02	MMGSY	MMGSY	MMGSY	MMGSY	Package No
Total :-	(1) PWD Road to Sarbela (2) PWD Road to Mohanpur (3) Saini Tola Via Lagjora Bandh to Goriyari Koshi Bandh 117 KM	<ul><li>(1) Kishanpur to Barsingha</li><li>(2) Paharpur to Kishanpur</li><li>(3) Pasthpar NH-106 to Thari</li><li>Panchayat Border Via Beldari</li></ul>	<ul><li>(1) Bhagwatpur to Laxmipur</li><li>(2) Sabela to Pipra</li><li>(3) Khap tola to Chikania</li></ul>	(1) Belwara Nepal road to Hasuliya (2) Bhabra Main Road to Gadh Bazar Tak	MRLO8-FANGO TO BANKAȚTI VIA KOPARIYA	Lagma Baltora Dhar to Inarwa	Arsi Chamgori to Chillarahi	Lagma Panchayat Sima to Khauzuraha Path	PMGSY Mokma to Pachlakh Hingwa Bazar	Name of work
	177 SBD/MR- 3054/2020-21	176 SBD/MR- 3054/2020-21	210 MBD/MR- 3054/2020-21	196 SBD/MMGSY- WB/2020-21	22SBD/PMGSY Phase-III/2022- 23	14 SBD/MMGSY/ 2021-22	10 SBD/MMGSY/ 2021-22	25 SBD/MMGSY/ 2022-23	206SBD/MMG SY/2020-21	Agreement No
	0.01% below	0.01% below	0.00% below	0.01% below	225BD/PMGSY Phase-III/2022- On B.O.Q Rate 23	17.02% below	17.02% below	15.52% below	12.21% Below	Rate
303052417	v 35452550	56525669	23450321	48692411	61907272	8057127	13187555	48602047	7177465	Agreement Cost
1 107728047	10279091	14143728+2633 5038=40478766	54815206	0.00	2154984	0.00	0.00	0.00	0.00	Revised Supp. Agg.
13176739	-	1288356	3879649	605907	3075064	276271	337563	2383025	265023	Supp. GST Clamp
423957203		98292791	82145176	49298318	67137320	8333398	13525118	50985072	7442488	Total
8814830		1965856	1642904	985966	1678433	166668	270502	1019701	148850	SD
000000		1740000	1734000	980000	1678000	200000	263000	245000	400000	Deposed
111000	135950	225856	-91096	5966	433	-33332	7502	774701	-251150	Balance
321.000	176000.00	226000.00	0.00	6000.00	1000.00	0.00	8000.00	500000.00-	0.00	Balance Deposite

# Agreement Details of Maa Jwala Enterprises (Prop-Harl Shankar Jha), Add-Tiwari Tola, Ward No-33, Post+Ps+Dist-Saharsa, (Bihar) Pin code-852201 OFFICE OF THE EXECUTIVE ENGINEER R.W.D. WORKS DIVISION, SIMRI BAKHTIYARPUR