

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

Standard Form of Agreement

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

D.O. Commencement- 04-5-2021

D.O. Completion- 03-2-2022

Agreement: 8530/2021-22

This agreement made the 04th day of May/2021, between Executive Engineer, Rural Works Department, (Govt. of Bihar) Works Division, Simri Bakhtiyarpur (name and address of Employer) (here in after Called "the Employer") of the one part, Chandrika Prasad Sah, S/o- Vasudev Prasad Sah, Ward No-04 Village+Post :- Patarghat Saharsa :- 852107 , Reg No.193/2016 Old , New Reg. No-2190463 Class 2nd Mob.-9470047347 PAN No-AKZPS3257N, GSTIN-10AKZPS3257N1ZE (here in after called "the contractor") of the other Part.

Whereas the employer is desirous that the Contractor execute Name of works under MMGSY SC Construction of Road From Kishanpur Panchayat Paharpur To NH 106 Rasna In Saharsa District. (Bid Id-444857) and (Tender Id-104382) (Name and identification number of Contract) (here in after 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. 47,47,118/- and Maints. Rs.4,77,773/-) Total Rs. 52,24,891 /- (Rupees Fifty Two Lac Twenty Four Thousand Eight Hundred Ninty One) only.

Executive Engineer

R.W.D. Works Division

Simri Bakhtiyarpur

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NOW THIS AGREEMENT WITNESSETH as follows:

1. 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.

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 remedying the defects within the 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 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) Special Conditions of Contract and General Conditions of Contract;
- vi) Specifications;
- vii) Drawings;
- viii) Bill of Quantities; and
- ix) Any other document listed in the Contract Data as forming part of the Contract.

In witness whereof, the parties thereto 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 -----

(Signature) / 13.01.2017

Executive Engineer
R.W.D. Works Division
Simribakhtiyarpur