

बिहार BIHAR

2019 25 PRS 1-1000 AY 647152 AN 9- PROSUM SUTER 61 MIGNATURE AY 647152

(A)STANDARD FROM 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)

Rate Approved by Chief Engineer-02 (Gaya), R.W.D, Bihar, Patna Letter No. 1732 WE Dated 06.09.2025 on 12.81 % (Twelve Point Eight One Percent) below.

Agreement No- 15 C.M.B.D:-2025-26

This Agreement made the And Septemble between Executive Engineer, RWD, Works Division, Sherghati (herein after called "the Employer") of the one part, and Deodhari Yadav, Vill- Aura, Sahdeo Khap Dist-Gaya, Bihar, Pincode: 824234, Email- myselfanand0041@gmail.com, called the Contractor" of the other part) Where as the employer is desirous that the contractor Execute - MGSY/24-25/Sherghati/03 (Tender Id- 140495) Under Dobhi Block.

Name of Bridge:- Prakhand dobhi ke panchayat ghodaghat ke gram dharampur koniya main nilanjan nahar pra RCC pul ka niraman- 33.37 mtr

[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- 33149619.00 (Three Crore Thirty One Lakh Fourty Nine Thousand Six Hundred and Minteen Only.)

नेवपारी भावप

Executive Engineer R.W.D. (W) Div. Sherghati

NOW THIS AGREEMENT WITNSSETH AS FOLLOLWS:-

- 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 he payments to be made by the Employer to the contractor as hereinafter mentioned ,the Contractor herby covenants with the Employer to execute and complete the work and remedy any defects therein conformity in all aspects with the provisions of he 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 a 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 Conditionsof conctract
 - (vi) Specification

first before written.

- (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 excuted the day and year

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 Singnature of Contractor7-04973

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

Date of Work Started- 06-09-2025

Date of Completion- 05.09.2026

Executive Engineer
W.D. (W) Div R.W.D. (W) Div. Sherghati

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

Letter No.

Date

Issue of Notice to Proceed with the Work

To,

Deodhari Yaday

Vill-Aura, Sahdeo Khap Dist-Gaya, Bihar, Pincode: 824234 Email- myselfanand0041@gmail.com

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 MGSY/24-25/Sherghati/03 (Tender Id- 140495) and routine maintenance for five years after completion of construction, Contract Price of Rupees-33149619.00 (Three Crore Thirty One Lakh Fourty Nine Thousand Six Hundred and Ninteen Only.) you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Your Faithfully

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

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Executive Engineer R.W.D. (W) Div. Sherghati

<u>Letter of Acceptanc</u> OFFICE OF THE EXECUTIVE ENGINEER, RURAL WORKS DEPARTMENT, WORKS DIVISION, SHERGHATI, GAYA

Letter No.

1162

Date: 06.09.2025

To,

Deodhari Yadav

Vill-Au a, Sahdeo Khap Dist-Gaya, Bihar Pincode, Pincode: 824234 Email- myselfanand0041@gmail.com

Ref:- Work Allotted Vide Engineer in Chief, R.W.D, Bihar, Patna Letter No. 4958 WE Dated 04.09.2025

This is to notify you that the Employer, namely, Executive Engineer, RWD, Works Division, Sherghati has accepted your Bid dated 09.05.2025 for execution of the MGSY/24-25 Sherghati/03 (Tender Id- 140495), as given in the Contract Data] and Routine Maintenance of the works for five years for the Contract Price of Rupees- 33149619.00 (Three Crore Thirty One Lakh Fourty Nine Thousand Six Hundred and Ninteen Only.) i.e. 12.81% (Twelve Point Eight One Percent) below to the Estimated Rate as corrected and modified in accordance with the Instructions to the Bidders.

You are hereby requested to furnish Performance Security, (and additional security for unbalanced bids in terms of ITB Clause 26.3) [where applicable] in the form detailed in Cl, 30 of ITB for an amount of Performance Security Rs. 6.63000 Lakh (e-BG with SFMS validity 7 year 28 days) & Additional Performance Security Rs.- 19.60000 Lakh (e-BG with CMBD Clause 34.1) (Total- Rs 6.63000 + 19.60000 = 26.23000 Lakh) within 10 days from the receipt of this Letter of Acceptance valid up to 45 days from the date of expiry of Defects Liability Period i.e. up to 07 Year 28 days and accordingly sign the Contract. If the Performance Security & Additional Performance Security is in the form of a Electronic Bank Guarantee. However, You would get this Bank Guarantee extended in such a way that an amount equal to the requisite Performance Security is always available with Employer until 45 days after the lapse of Defect Liability Period; failing which action as stated in Cl.30.3 of ITB will be taken.

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

Sherghati.

Executive Engineer R.W.D. (W) Div. Sherghati

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