

Notes on standard Form Agreement.

The Agreement should incorporate any Correction 134/1800 (cation to the Bid resulting from Corrections of errors (1951/1960) (1

Rate Approved by Chief Engineer-02 (Gaya), R.W.D, Bihar, Patna Letter No. 1093 WE Dated 01.07.2025 on 23.11 % (Twenty Three Point One One Percent) below.

Agreement No- 14 C.M.B.D:-2025-26

10

This Agreement made the 24th Sep. 2023 between Executive Engineer, RWD, Works Division, Sherghati (herein after called "the Employer") of the one part, and Manish Singh, At- Amri, Thana- Muffasil, Amari, Gaya Sohaipur, Gaya Bihar 823003, called the Contractor" of the other part) Where as the employer is desirous that the contractor Execute - MGSY/24-25/Sherghati/01 (Tender Id- 140493) Under Amas Block.

Name of Bridge:- Panchayat Rampur ke Gram Dhibra Main Utwankhan nadi par puliya ka nirman- 13.80mtr

[Name and identification number of contract] (Hereinaster 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-6016413.00 (Sixty Lakh Sixteen thousand four hundred thirteen Only.)

Executive Engineer

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 Conditions of conctract
 - (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 excuted 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 Singnature of Contractor
Note:- Rate approbed by the S.E., R.W.D, Works Circle, Gaya letter No 1351 WE date 02

Date of Work Started- 02-07-2025

Date of Completion- 01.07.2026

Executive Engineer 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,

Manish Singh, At- Amri, Thana- Muffasil, Amari, Gaya Sohaipur, Gaya Bihar 823003

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/01 (Tender Id- 140493) and routine maintenance for five years after completion of construction, Contract Price of Rupees-6016413.00 (Sixty Lakh Sixteen thousand four hundred thirteen Only.) 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.

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

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

Letter No. 845

Date: 02-07-2025

To,

Manish Singh,

At- Amri, Thana- Muffasil, Amari, Gaya Sohaipur, Gaya Bihar 823003

Ref:- Work Allotted Vide Chief Engineer-2 (Gaya), R.W.D, Bihar, Patna Letter No. 1093 WE Dated-01.07.2025

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/01 (Tender Id- 140493), as given in the Contract Data] and Routine Maintenance of the works for five years for the Contract Price of Rupees- 6016413.00 (Sixty Lakh Sixteen thousand four hundred thirteen Only.) i.e. 23.11% (Two Three Point One 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. 1.20500 Lakh & Additional Performance Security Rs.- 13.67000 Lakh (Total-Rs 1.20500 + 13.67000 = 14.87500 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 01.07.2030 and accordingly 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, 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.

HARY PAR

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

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