

हरियाणा HARYANA

X 802447

STANDARD FORM: AGREEMENT

This agreement, made on the 27th day of May, 2024 between the Governor of Haryana, acting through <u>Executive Engineer</u>, <u>M.Garh Canal Water Services Division</u>, <u>Mahendergarh</u> (hereinafter called "the Engineer" which expression shall, unless the Contract otherwise requires, be deemed to include his successors and assigns) on the one part <u>"A and A Technocarts Co, Village- Kamalpur, Bawal Road, Rewari-123401"</u> (hereinafter called the Contractor" which expression shall unless the Contract otherwise requires, be deemed to include his successors and assigns) of the other part.

Whereas the Employer is desirous that the Contractor execute the work "Laying RCC pipeline for connecting Krishnawati River off taking from Km. 15.122 (Tail) of Nangal Disty." costing Rs. 73,38,644.00 (Seventy Three Lakhs Thirty Eight Thousand Six hundred forty four Only) completion period is 06 Months Agreement No. 356 /2024-2025 (hereinafter called "the works") and the Engineer has accepted the Bid by the Contractor for the execution and completion of such works and the removal/remedying of any defects therein.

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

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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. (27th May 2024).

The Common Seal of

Executive Engineer

M/Garh Canal W/S Division

Mahendergarh

A&A Technocart Co.

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was hereunto affixed in the presence of:

Marit

Binding Signature of Employer / Engineer

Binding Signature of Contractor

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