

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

जिल्हाधिकारी, कोटिहारी
मोतिहारी

3736 दि. 15/10/2022 कोटिहारी, जिल्हाधिकारी कार्यालय, कोटिहारी, जिल्हा, पूर्वी चम्पारण, बिहार
8-9-22 AR 919677

AGREEMENT

26 Agreement No. 15 MSB/2022-23

This Agreement made on 12 Oct 22 Between The

कोटिहारी, जिल्हाधिकारी, कोटिहारी, जिल्हा, पूर्वी चम्पारण, बिहार
M/S Nikumbh Bhardwaj Constuction, At- Chandmari, Near Bhanu Lodge, P.S-

Motihari, Dist- East Champaran the hereinafter called the Contractor the other part.

Whereas the Employer is desirous that the Contractor execute Output and performance based Rural Road contract for the maintenance of Roads MR-N/ 21-22 Motihari-04 Under MR-3054.(herein after called "The Works") and the Employer has accepted the Bid by the Contractor for the execution of such Works and the remedying of any defects therein, at a contract price of Rs. 42303964.00 (Four Crore twenty three lakh three thousand nine hundred sixty four only)

S.No.	Package No.	Road Name	Length [Km]
1	MR-N/21-22 Motihari/04	Motihari Rulahi PWD Road to Sahani tola	3.35
2		Motihari Rulahi PWD Road to Majhar	2.00
3		Dhekaha PMGSY Road to Mahuawa tola tak	0.50
4		L 023 to Bin Toli	1.90

NOW THIS AGREEMENT WITNESSETH and the Parties hereto agree as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the General condition hereafter 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.

M/S NIKUMBH BHARDWAJ CONSTRUCTION

Partner

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

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein 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) Contractor's Bid
- (iii) Section VI – General Conditions,
- (iv) Section VII – Particular Conditions
- (v) Section V – Technical Specifications (General and Supplementary Technical Specifications)
- (vi) Appendix A – Drawings
- (vii) Section IV – Works Schedule
- (viii) Quality Plan for Output and Performance Based Road Contract as per Clause A14.1 of the Technical Specifications
- (ix) Appendices to the Contract
- (x) Addenda issued during bid period
- (xi) Any other relevant documents listed in the Particular Conditions together with any post bid correspondence. In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal ofwas here unto affixed in the presence of :

Signed, sealed and delivered by the saidin the presence of:

M/S NIKUMBH BHARDWAJ CONSTRUCTION

[Handwritten signature]

Partner

Binding Signature of Contractor

[Handwritten signature]

[Handwritten signature]
12/7/22
Executive Engineer
R.W.D. (M) Division
Binding Signature of Employer

[Handwritten signature]