

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000



बिहार BIHAR

Agreement No .

Date.

This agreement, made the 22 day of Nov. 2022, Between EXECUTIVE ENGINEER, RURAL WORKS DEPARTMENT, WORKS DIVISION, RAXAUL [name and address of Employer] (hereinafter called "the Employer") of the one part, and **RAJ CONSTRUCTION (PROPRIETOR-RAKESH KUMAR)**. Address- **S/O RAMASHARAY PRASAD, P.O- DHUMNAGAR CHAURIYA TOLA, WARD NO-15, DHUMNAGAR, WEST CHAMPARAN, BIHAR-845438 (BID ID-511071)** [name and address of Contractor] (hereinafter called "the Contractor" of the other part). Whereas the Employer is desirous that the Contractor execute Output and performance based Rural Road contract for the maintenance of Roads **T05 GBC to Jokiva Via Jativahi, Package No.- MR-N/21-22/Raxaul/08 (Tender ID-118566)** (hereinafter 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. 1,49,90,169.00 (Rupees One crore forty-nine Lakh ninety Thousand and One hundred sixty-nine Only)**

NOW THIS AGREEMENT WITNESSETH as follows:

1. In the Agreement, words and expression shall have same meaning 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 and defects therein in conformity in all aspects with provisions of the Contract.
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.

MIS RAJ CONSTRUCTION

PROPRIETOR

Executive Engineer
Rural Works Department
Works Division, Raxaul



बिहार BIHAR

4. There are following documents shall be deemed to form and 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 Contract as per Clause A 14.1 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 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 of

Was hereunto affixed in the presence of:

Signed, Sealed and delivered by the said

In the presence of:

Binding Signature of Contractor

Binding Signature of Employer

RAJ CONSTRUCTION (PROPRIETOR-RAKESH KUMAR),
Address S/O RAMASHARAY PRASAD, NO-15,
WEST CHAMPARAN, BIHAR, 845438

Executive Engineer,
Rural Works Department,
East Champaran, Bihar-845305

M/S RAJ CONSTRUCTION

Rakesh Kumar
PROPRIETOR

[Signature]
Executive Engineer
Rural Works Department
Works Division, Raxaul

