

## <u>Agreement</u>

Agreement No.- 50 M.B.D MR (3054)/2022-23

Name and firm of contractor :- Nisha Kumari

At. Lakshmipur Bishariya Mekhand Milik

B.kothi Purnea 854203

Name of Work: Construction of Road From Bhotiya PMGSY Road To Dhanuk Mandal Tola/L024 To Bhangathi Mushari Under Package No. MR-N 2022-23 Dhamdaha/15

Construction Cost :- 2,36,45,654.00 Maintenance Cost :- 66,86,918.00

Total = 3,03,32,572.00

Agreement Value :- 3,03,32,572.00 Rupees (Three Crore Three Lakhs Thirty Two Thousand Five Hundred Seventy Two Only) Quoted Rate – 0.51 % below Approved By CE 2 RWD Patna Vide Letter No. 1453 Dated. 18/11/22

Date of Commencement:- 22.12.2022 Time of completion:- 21.09.2023

This agreement made on 22.12.20.22 between Executive Engineer, R.W.D. work Division Dhamdaha of the one part and Nisha Kumari At. Lakshmipur Bishariya Mekhand Milik B.kothi Purnea 854203. Hereinafter called the contractor of the other part.

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Executive Engineer
Rural Works Department
Works Division Dhamdaha (Pumea)

Whereas the Employer is desirous that the Contractor execute Construction of Road From Bhotiya PMGSY Road To Dhanuk Mandal Tola /L024 To Bhangathi Mushari Under Package No. MR-N 2022-23 Dhamdaha/15

[Name and identification number of Contract ][Hereinaster Called "the works"] and thereafter undertake routine maintenance for five years; and the Employer has accepted the Bid by the Contractor for execution and completion of such Works and the remedying of any defects and routine maintenance therein, at cost of Rs 3,03,32,572.00 Rupees (Three Crore Three Lakhs Thirty Two Thousand Five Hundred Seventy Two Only))

## NOW THIS AGREEMENT WITHNESSETH as follows:-

- 1. In this Agreement, Words and expression shall have the same meanings as are respectively assigned to them in the Condition 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 payment 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 provision of the 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 Contract Price or such other sum as may become payable under the provision of the Contract at the times and in the manner prescribed by the Contract and undertaking routine maintenance for five years.
- 4. The following documents shall be deemed to form and be ready and construed as part of this Agreement, Viz.
  - Letter of Acceptance (i)
  - FD-41268249810/12.9.22-12.9.27-650000 41490609379/9.12.22-9.4.25-445000 41490544525/9.12.22-9.4.25-500000 Notice to Proceed with the work (ii)
  - Contractor's Bid (iii)
  - Contract Data (iv)
  - Condition of Contract (v)
  - Drawings (vi)

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- Specifications (vii)
- Bill of quantity and (viii)
- Any other document listed in the Contract Data as forming part of the Contract (ix)
- 5. Deduction :- I.T Vat/GST Royalty, Labour Cess & all other deduction will be deduced form each bill as per Govt. rule.

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

Por 211 as 17/2)

Works Division Dhamdaha (Pumea)