

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

Name and firm of contractor :- Jaya Anavar

Village Daket P.O Mirganj Khagaha

P.S Mirganj Dhamdaha 854301

Name of Work :- Construction of Road From T01 Se Mushari Sakhua Tola /T05 To Fulkahi Under Package No. MR-N/2022-23, Dhamdaha/21

Construction Cost :- 1,82,39,870.00

79,10,289.00 Maintenance Cost :-Total = 2,61,50,159.00

Agreement Value :- 2,61,50,159.00 Rupees (Two Crore Sixty One Lakhs Fifty Thousand

One Hundred Fifty Nine Only) Quoted Rate - 0.01% below

Approved By CE 2 RWD Patna Vide Letter No. 1450 Dated. 18/11/22

Date of Commencement :- 22.12.22 Time of completion :- 21.09.23 Time of completion :-

This agreement made on 22:12:22... between Executive Engineer, R.W.D. work Division Dhamdaha of the one part and Jaya Anavar Village Daket P.O Mirganj Khagaha P.S Mirganj

Dhamdaha 854301. Hereinafter called the contractor of the other part.

Executive Engineer Rural Works Department Works Division Dhamdaha (Pumea) Whereas the Employer is desirous that the Contractor execute Construction of Road From T01 To Mushari Sakhua Tola /T05 To Fulkahi Under Package No. MR-N 2022-23 Dhamdaha/21

[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 2,61,50,159.00 Rupees (Two Crore Sixty One Lakhs Fifty Thousand One Hundred Fifty Nine 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 FD-03080310062102-12.9.27-12/27-525000 03080310063215/0112/22-0112/27-85000 Agreement, Viz.
 - Letter of Acceptance (i)
 - Notice to Proceed with the work (ii)
 - Contractor's Bid (iii)
 - Contract Data (iv)
 - Condition of Contract (v)
 - Drawings (vi)
 - 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

677/20/101C

Executive Engineer Binding Signature of Eliphover Works Division Dhamdaha (Pumea)