





This agreement made the ......day of ...... 2021, between Rutalence No.-01 Works Department (Govt. of Bihar) Works Division Madhepura (Hereinaster Madhepura called "the Employer") of the one part, and M/S Jay Mata Di Construction, At-Gamhariya, Rampur, Baijnathpur, Dist- Saharsa (Bihar) (Hereinaster called "the contractor" of the other part) Whereas the employer is desirous that the Contractor execute the construction and five year maintenance of road under MMGSY (WB), Package No.- MMGSY-WB-19-Madhepura-04; for Construction of Road and CDs under:-

Sl. No.	Name of Road	Length (KM)	Construction Cost (Amt.)	Maintenance Cost (Amt.)
	PART-A-KEWATGAMA BAISARH MAIN ROAD TO GHANDI ASTHAN ROAD	4.550	312,63,560.00	33,81,253.00
1	PART-B-CONSTRUCTION OF HL BRIDGE IN KEWATGAMA BAISARII MAIN ROAD TO CHANDA STHAN ROAD AT CH:2:790 WITH APPROCH ROAD OF 100M		361,73,660.00	2,98,262.00
	PART-C-CONSTRUCTION HL BRIDGE IN KEWATGAMA BAISARH MAIN ROAD TO CHANDI STHAN ROAD AT CH:2-320 WITH APPROCH ROAD OF 100M		538,13,319.00	4,81,357.00
	Total:-	4.550	1212,50,486.00	41,60,873.00

(Tender-III-96958) (Bid ID-423454) (hereinafter called "the Works") and the employer has accepted the Bid by the Contractor for the execution and completion of such Workshind the Routine maintenance of the work for 5 years of the contract price and remedying of any defects therein at a cost of Rupees 12,54,11,359.00 (Rupees Twelve Crore Fifty Four lakh Eleven Thousand Three Hundred Fifty Nine Only)

Date of Completion-

S/R

03. 03-2023 .

ग्रामीण कार्य विभाग

## THE EMPLOYER AND THE CONTRACTOR AGREES AS FOLLOWS:

- 1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Contacts documents referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, This Agreement shall prevail over all other Contracts documents :
  - (a) The Agreement.
  - (b) The Letter of Acceptance.
  - (c) The Contractor's Bid including completed schedules and priced bill of quantities;
  - (d) The Addenda No's . . . . [insert addenda numbers if any]
  - (e) The Particular Conditions of contract
  - (f) The General Conditions of contract;
  - (g) The Specifications
  - (h) The Drawings; and
  - (i) Construction Program, Methodology, Quality Assurance Program and Environmental Management Plan
  - (i) Joint Venture Agreement [for JVs only]
  - (k) Any other document listed in PCC as forming part of the Contract
- 3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day; month and year indicated above.

Signed by: for and on behalf of the Contractor

Signed by: for and on behalf the Employer

in the presence of: Witness, Name, Signature, Address,

in the presence of: Witness, Name, Signature, Address, Date

Rajendri Kurran

Name of Work-Situation of Work-Agency by which work is executed-Date of Measurement-No. and date of agreement

(These four lines should be repeated at the commencement of the measurement relating to each work)

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