

Agreement

Agreement No. 04 MBD 2023 - 24

(Below -10.00%) Bikramgani/ Date 28 07 2023

between EXECUTIVE ENGINEER, RURAL WORKS DEPARTMENT, WORKS DIVISION,

BIKRAMGANJ (name and address of Employer) (hereinafter called "the Employer") of the one part, and M/S BIHAR INFRATECH, PROP-SARITA DEVI, VILL-BHARKHAR, KAIMUR (BID ID-532530) [name and address of Contractor] (hereinafter called "the Contractor "of the other part).

Whereas the E/I is desirous that the Contractor execute Output and performance based Rural Road contract for the maintenance of Roads Package No. MR-N/ 22-23 Bikramganj/01 (Tender ID- 123148) (hereinafter called "the Works") and the E/I has accepted the Bid by the Contractor for the execution and Completion of such Works and the remedying of any defects there in, at a contract price of Rs. 77871335=00 (Seven Crore Seventy Eight Lakhs Seventy One Thousand Three Hundred Thirty Five) Only only.

Package No.- MR-N/ 22-23 Bikramganj/01

0	Road Name and Block	Constrction Cost(Rs)	GST 18% (Rs)	SF(Rs.)	Total (A)	Maintena nce Cost	GST 18% (Rs)	L.Cess +SF(Rs.)	Total (B)	Grand Total(A+B)
	Chausa Canal Service Road to Baradih to Kauwakhoch	47784476.00	8601206. 00	477845.00+ 403970.00 = 881815.00	57267 497.00	17259287 .00	3106672 .00	172593.00+65 286.00 = 237879.00	20603838. 0	77871335.00
		2.1						Grand Total		77871335.00

Proprietor

Executive Engineer Rural Works Department Vorks Division Bikramag

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

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the General Condition hereinafter 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 E/I to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the E/I to execute and complete the Works and remedy any

defects therein in conformity in all aspects with the provisions of the Contract.

3. The E/I 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:
 - Letter of Acceptance
 - Contractor's Bid (ii)
 - Section VI- General Conditions (iii)
 - Section VII- Particular Conditions (iv)
 - Section V- Technical Specifications (General and Supplementary Technical Specifications)
 - Appendix A- Drawings (vi)
 - Section IV- Works Schedule (vii)
 - Quality Plan for Output and Performance Based Road Contract as per Clause A14.1 of (viii) the Technical Specifications
 - Appendices to the Contract (ix)
 - Addenda issued during bid period
 - Any other relevant documents listed in the Particular Conditions together with any (X) (xi) 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 M/S BIHAR INFRATECH PROP-SARITA DEVI, VILL-BHARKHAR, KAIMUR BID ID-532530

Rural Works Bapartment, Works Division, Bikramg