



बिहार BIHAR

8282  
23-X-23

AT 206528

### **(A) Standard Form of Agreement**

Notes on Standard Form of Agreement, The Agreement should incorporate any corrections or modifications to the Bid resulting from corrections of errors (Instructions to Bidders, Clause 26)

## **Standard Form : Agreement**

Agreement No.- 06/MBD/2023-24

This agreement made the .....Third (03) Day of ~~July~~<sup>August</sup> 2023 between The Executive Engineer, Rural Works Department, Works Division, Navgachhiya.

(Hereinafter called "the Employer") of the part one and **Gautam Kumar Yadav, At-Satsang Bhawan Road, PO+PS-Navgachhiya, Dist-Bhagalpur, Pin Code-853204** (Herein after 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 Construction & 5 years maintenance of (Package No.): MR-N/2022-23 Navgachhiya/06 under **Rangra Chowk** Block under 3054 MR (New Maintenance Policy-2018) Scheme (Year-2022-23) and identification number of Contract.

1. Emancipative Linguistics  
Date: 3/8/2020 Name: A. M. Naqash  
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(herein after called "The works") and the employer has accepted the bid by the Contractor for the execution and completion of such works and remedying of any defects therein, at a contract price of rupees.

Sl. No.	Block	Road Name	Length (KM)	Construction Cost	Maintenance Cost	Total Cost
01	Rangra Chowk	Dumariya Tintanga Road To Bhim Das Tola	2.250	1,58,27,956.00	19,86,855.00	1,78,14,811.00
02	Rangra Chowk	RCD Road No.-14 Rangra To Uttarvari Rajput Ttola	2.250	1,18,56,836.00	20,70,633.00	1,39,27,469.00
03	Rangra Chowk	NH-31 To Madrauni Chowk Sahura Via Nasi Tola	1.600	1,17,64,336.00	9,64,712.00	1,27,29,048.00
		Total:-	6.100	3,94,49,128.00	50,22,200.00	4,44,71,328.00

**Constructions & 5-Years Maintenance Cost Rs.-4,44,71,328.00**

**(Rupees Four Crore Forty Four Lakh Seventy One Thousand Three Hundred Twenty Eight Only)**

**NOW THIS AGREEMENT WITNESSTH as follow :-**

1. In this Agreement, Words and expressions shall have the same meanings as are respectively assigned to them in the general conditions hereafter referred to, any 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 conformity in all aspects with the 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
4. The following documents shall be deemed to form and be 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 Road Contract as per Clause A14.1 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 with any post bid correspondence.

In witness whereof the parties thereto have caused this agreement to be executed the day and year first before written.

*3/8/2012*  
Executive Engineer,  
W.D. Deptt. Nagarkhanda  
G.J.

*Gautam Kumar*