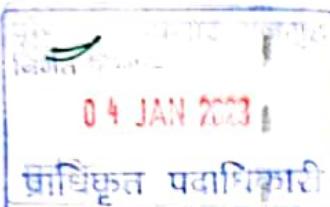


बिहार BIHAR १०/०१/२३

कार्यपालक कार्यालय आमोंण काप विभाग धमदाहा, पुर्णा
१००० रुपये



प्राधिकृत पदाधिकारी
13 - 01 - 2023
AMRENDRA YADAV
Stamp Vender, Purnea
L.No-229/95

Agreement

Agreement No. - 54 / M.B.D MR (3054)/2022-23

Name and firm of contractor :- M/S Khushi Construction & Company

(Prop. Nand Kishor Rajak)

At- New Sipahi Tola Nagar Parishad

Purnea 854301

Name of Work :- Construction of Road From Vivaka Chowk Mohanpur To Dhabinia Basa /
S.H 65 To Terashi/ T03 To Balaprasadi/ Rupouli P.C.C Road To Jhalari
Harizan Mushari Package No. MR-N/2022-23 Dhamdaha/24

Construction Cost :- 2,76,14,773.00

Maintenance Cost :- 1,00,61,790.00

Total = 3,76,76,563.00

Agreement Value :- 3,76,76,563.00 Rupees (Three Crore Seventy Six Lakhs Seventy six
Thousand Five Hundred Sixty Three Only) Quoted Rate - 0.05% below

Approved By CE 4 RWD Patna Vide Letter No. 3062 Dated .26/12/2022 &
CE 2 RWD Patna Vide Letter No. 50 Dated, 05/01/2023

Date of Commencement :- 30/12/2022

Time of completion :- 29/09/2023

This agreement made on between Executive Engineer, R.W.D. work Division
Dhamdaha of the one part M/S Khushi Construction & Company (Prop. Nand Kishor Rajak) At-
New Sipahi Tola Nagar Parishad Purnea 854301

Hereinafter called the contractor of the other part.

M/S Khushi Construction & Company
प्राधिकृत पदाधिकारी
Proprietor

16.01.23
Executive Engineer
Rural Works Department
Work Division Dhamdaha (Purnea)

Whereas the Employer is desirous that the Contractor Construction of Road From Vivaka Chowk Mohanpur To Dhabinia Basa / S.H 65 To Terash/ T03 To Balaprasad/ Rupouli P.C.C Road To Jhalari Harian Mushari Package No. MIR-N 2022-23 Dhamdaha/24

[Name and identification number of Contract] Hereinafter 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 :- **3,76,76,563.00 Rupees (Three Crore Seventy Six Lakhs Seventy six Thousand Five Hundred Sixty Three 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.
 - (i) Letter of Acceptance
 - (ii) Notice to Proceed with the work
 - (iii) Contractor's Bid
 - (iv) Contract Data
 - (v) Condition of Contract
 - (vi) Drawings
 - (vii) Specifications
 - (viii) Bill of quantity and
 - (ix) Any other document listed in the Contract Data as forming part of the Contract
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 :

Ms Khusi Construction & Company

1/1/2023

Binding Signature of Contractor

Proprietor

16.01.23
Executive Engineer

16.01.23
Ranu Wimal Deopati, Employer
Works Division Dhamdaha (Purnea)