

# Government of Bihar



## RURAL WORKS DEPARTMENT

### AGREEMENT DOCUMENT

**Name of Work :** Construction of Road Work Under (MR 3054), Package No.-MR-N/22-23Bhagalpur/11UnderShahkund(Work Section\_\_\_\_\_ )Block.

**Name of Agency:** M/S Payal Construction,  
Rajpur, Banka, 813101  
Mob:- 9199040315, Email:- amreshaman93@gmail.com

**Agreement Cost:** Rs. 5,57,96,139.00 (Rupees Five Crore Fifty Seven Lakh Ninety Six Thousand One Hundred Thirty Nine Only) Vide C.E.-4, R.W.D, Patna, Bihar, Vide Letter No. 286 Encl. Dt-13-01-2023 Vide E.E., R.W.D, (Work Division) Bhagalpur, Vide Lt. No. 100 Dt-14-01-2023.

Agreement No:- 14 MBD of Year 2023-23

Date of Work Start - 19 / 01 / 2023

Date of Work Complete - 18 / 10 / 2023

Executive Engineer  
Rural Works Department  
Works Division Bhagalpur

M/S PAYAL CONSTRUCTION

  
PROPRIETOR

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000



बिहार BIHAR

2022 29982  
94-9-23

AR 774893  
मुसरी प्रसाद दास

25 OCT 2022 Agreement Amount :- Construction Cost :- 4,75,17,556.00

Maintenance cost :- रु 82,78,589.00 - राजल

Total :- 5,57,96,139.00

मुद्रांक प्रिंटेड  
नं०-19/87-88  
कम्पाउण्ड भागलपुर

2) Work Order Date :- 19/01/2023

3) Completion Date :- 18/10/2023

Rate: 0.00 % (Zero Decimal Zero Zero percent) below the estimate cost

### (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.- 14 MBP/2022-23

कार्यपालक अभियंता  
ग्रामीण कार्य विभाग  
जनकपुर महानगरपालिका

This agreement made the 19 Day of January 2023 of between The Executive Engineer, Rural Works Department, Works Division, Bhagalpur. ( Hereinafter called "the Employer") of the part one and M/S Payal Construction, Rajpur, Banka, 813101. ( 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/22-23Bhagalpur/11 under Shahkund (Work Section:-) Block under 3054 MR Scheme (Year 2022-23) and identification number of Contract.

M/S PAYAL CONSTRUCTION

PROPRIETOR



(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.

| Road Name   | Length (KM)  | Construction Cost     | Maintenance Cost    | Total Cost            |
|---|--------------|-----------------------|---------------------|-----------------------|
| Repair of Road From L034-Jhiktia to Mahesh Litti (VR34)   | 1.620        | 1,08,34,688.00        | 15,33,035.00        | 1,23,67,723.00        |
| Repair of Road From L061- Gobrain to Kolhachak (VR61)     | 2.150        | 95,28,849.00          | 20,12,834.00        | 1,15,41,683.00        |
| Repair of Road From L060- Makanpur T04 to Asrafpur (VR60) | 2.000        | 1,05,39,295.00        | 18,49,886.00        | 1,23,89,181.00        |
| Repair of Road From Gaura to Banama Via Vasudevapur Tak   | 3.190        | 1,66,14,724.00        | 28,82,828.00        | 1,94,97,552.00        |
| <b>Total:-</b>  | <b>8.960</b> | <b>4,75,17,556.00</b> | <b>82,78,583.00</b> | <b>5,57,96,139.00</b> |

**Constructions & 5-Years Maintenance Cost Rs. 5,57,96,139.00**

**(Rupees Five Crore Fifty Seven Lakh Ninety Six Thousand One Hundred Thirty Nine 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 constructed 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

**M/S PAYAL CONSTRUCTION**

**FOR CONTRACTOR**

- 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.

### Special Conditions of Contract.

Along with conditions given in the agreement form, all other conditions like conditions of N.I.T. & its enclosures, conditions of tender decision order, condition of Administrative sanction, conditions of technical sanction, the instruction issued from time to time by the Govt. officials in any form will be applicable.

- 1) Hire charge of departmentally supplied Road Roller in any will be recovered on the rate applicable.
- 2) Cost of Empty bitumen drums will be recovered on the rate applicable.
- 3) Form M & N with affidavit and clearance challan from Mining Department should be deposited.
- 4) Material Test report from concerned Govt. Department should be deposited by the contractor at his own cost and it should be satisfactory.
- 5) If defective materials are found at site, the contractor will be completely responsible for that.
- 6) The updated work programme shall be submitted at intervals of 30 days.
- 7) This agreement is valid subject to verifications of amount of security deposit, performance security amount performance guarantees amount. If in process of verification, these amount in any form found false, the agreement will be cancelled automatically and further proper action will be taken as per govt. orders.

The common seal of \_\_\_\_\_

Was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

In the presence of:

Bidding signature of Employer \_\_\_\_\_

Bidding signature of Contractor \_\_\_\_\_

**M/S PAYAL CONSTRUCTION**

*Kajal*  
**PROPRIETOR**

**M/S PAYAL CONSTRUCTION**

*Kajal*  
**PROPRIETOR**