

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

बिहार BIHAR

ANNEX-B Agreement

AK 558005

This agreement made the 14th day of 09/2023.  
Between The Executive Engineer, RWD Work Division,  
Benipur, The E/I For BRRN/23 floor, Vishweshwaraiya Bhawan,  
Jawaharlal Nehru Marg, Patna-15 of One part, and  
M/S Kuwar Construction.,  
S/O Girindra Narayan Kuwar, Kuwar Nagar,  
Dist-Darbhanga-846001 (Bid I.D-529825)  
("The Contractor") of the Oter Part.

Whereas the E/I is desirous that the Contractor Execute Output and performance based Rural Road contract for the maintenance of Roads Tender ID-122891, Package No-MR-N/22-23/BENIPUR/01 (hereinafter called "The Works") and the e/I has accepted the Bid by the Contractor for the execution of such Works and the remedying of any defects therein, at a contract price Rs-66010518.00 (Six Crore Sixty Lakh Ten Thousand Five Hundred & Eighteen Only)

| Sl No | Package No             | Road Name                           | Length (Km) |
|-------|------------------------|-------------------------------------|-------------|
| 1     | MR-N/22-23 /Benipur/01 | Sajanpura to Habidih(kntwasn more). | 3.300       |
| 2     |                        | T05 to Ibrahimpur.                  | 2.523       |
| 3     |                        | T01 Devram to Ram Nagar.            | 2.940       |
| 4     |                        | L030-L034 Deepa Tol to Katwasa      | 2.100       |
| 5     |                        | Gramin Bank se Mahwa Tol            | 2.540       |

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

- In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the General condition hereafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

M/s. Kuwar Construction  
Proprietor

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:
  - 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

The handwritten text in blue ink appears to be a signature followed by the date "2/6/13".