

# 014 Government of Bihar



## RURAL WORKS DEPARTMENT

### AGREEMENT DOCUMENT

**Name of Work :** Construction of Road Work Under (MR 3054) , Package No.-MR-N/22-23 Bhagalpur/20 Under Nathnagar (Work Section:- \_\_\_\_\_)Block.

**Name of Agency:** Sudesh Kumar Singh and Co. Const. Pvt. Ltd.  
Kalyanpur, Jamui,  
Mob:- 9934469069  
Gmail- mksingh2323@Yahoo.com

**Agreement Cost:** Rs. 3,53,93,628.00 (Rupees Three Crore Fifty Three Lakh Ninety Three Thousand Six Hundred Twenty Eight Only) Vide C.E.-4, R.W.D, Patna ,Bihar, Vide Letter No. 3109 Encl. Dt-16-06-2023, Vide E.E., R.W.D, (Work Division) Bhagalpur, Vide Lt. No. 1295 Dt- 20-06-2023


Agreement No: - 11 MBD of Year 2023-24

Date of Work Start - 27 / 06 / 2023

Date of Work Complete - 26 / 03 / 2024

SUDESH KUMAR SINGH AND CO CONSTRUCTION PRIVATE LIMITED  


MANAGING DIRECTOR

  
Executive Engineer  
Rural Works Department  
Works Division Bhagalpur  
27/06/23



भारतीय गैर न्यायिक INDIA NON JUDICIAL एक हजार रुपये रु.1000 ONE THOUSAND RUPEES Rs.1000	
Agreement Amount :- Construction Cost :- 2,98,59,457.00 Maintenance cost :- 55,34,171.00 Total :- 3,53,93,628.00	बिहार BIHAR 2) Work Order Date :- कोषागार निदेशिकाधी भागलपुर
1/ 1/ 2022 2/ 2/ 23	AT 222458 गुरुजी रामचन्द्र मुद्रांक विभाग, ला० नं०- 18/87-88 जयप्रकाश नगर, भागलपुर

Rate: 10 % (Ten 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.-

This agreement made the 27 Day of June 2028 of between The Executive Engineer, Rural Works Department, Works Division, Bhagalpur .( Hereinafter called "the Employer") of the part one and Sudesh Kumar Singh and Co. Const. Pvt. Ltd., Kalyanpur, Jamui , (BIHAR) . ( 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/22-23 Bhagalpur/20 under Nathnagar (Work Section:-                      /                     ) Block under 3054 MR Scheme (Year 2022-23) and identification number of Contract.

SUDESH KUMAR SINGH AND CO. CONSTRUCTION PRIVATE LIMITED

Sudesh Kumar Singh  
MANAGING DIRECTOR

जयप्रकाश  
27/6/2022  
प्रमंडलीय लेखा पदविभागी  
ग्रामीण कार्य विभाग  
कार्य प्रमंडल, भागलपुर

16/12  
कार्यपालक अभियंता  
ग्रामीण कार्य विभाग  
कार्य प्रमंडल भागलपुर  
22/6/22



(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
RCD Road Se Nayachak	0.641	35,86,320.00	3,78,723.00	39,65,043.00
Habibpur Chowk To Manoharpur Mode Tak	5.089	2,26,90,454.00	43,19,036.00	2,70,09,490.00
RWD Road T-2 Govindpur More Se Govindpur	0.900	35,82,683.00	8,36,412.00	44,19,095.00
<b>Total:-</b>	<b>6.630</b>	<b>2,98,59,457.00</b>	<b>55,34,171.00</b>	<b>3,53,93,628.00</b>

**Constructions & 5-Years Maintenance Cost Rs. 3,53,93,628.00**

**(Rupees Three Crore Fifty Three Lakh Ninety Three Thousand Six 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 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
  - x. Addenda issued during bid period
  - xi. Any other relevand 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.

SUDESH KUMAR SINGH AND CO CONSTRUCTION PRIVATE LIMITED  
  
MANAGING DIRECTOR

उत्तराखण्ड  
22/06/2022  
प्रमंडलीय लेखा परीक्षक  
ग्रामीण कार्य विभाग  
कार्य प्रमंडल, गंगलपुर

  
कार्यपालक अभियंता  
ग्रामीण कार्य विभाग  
कार्य प्रमंडल भागलपुर  
22/06/22

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 decided to 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:

Biding signature of Employer \_\_\_\_\_

Biding signature of Contractor \_\_\_\_\_

SUDESH KUMAR SINGH AND CO CONSTRUCTION PRIVATE LIMITED  
  
MANAGING DIRECTOR

उत्तर  
प्रतिपक्ष  
प्रमंडलीय लेखा प्रशासक  
ग्रामीण कार्य विभाग  
कार्य प्रमंडल, नागलपुर

04/06/23  
कार्यपालक अभियंता  
ग्रामीण कार्य विभाग  
कार्य प्रमंडल भागलपुर  
प्रतिपक्ष