

Agreement

Agreement no.- **27** MBD of /2023-24

Date of Start- **14.08.2023** / **14.08.23**

Date of Completion (Schedule-1)- **13.05.2024** / **13.05.24** Below- 10.00% from S/R

This Agreement made the **15th** day of **Sep.** 2023 Between The Executive Engineer, Rural Works Department, Works Division Madhepura (The Employer) of the one part and Ramanand Prasad Raman, At- Bhura, Triveniganj, Dist- Supaul - 852113 Contractor" of the other part. Whereas the Employer is desirous that the Contractor execute output and performance based Rural Road contract for construction and maintenance of Road namely 1. Bhawanipur PWD Road To Mandal Tola Road, 2. Sakarhatti To Chharrapatti Road, 3. Srinagar To Karariya Tola Road & 4. Sukhasan Hatt MMGSY Road To Jorgama Chowk under Package No.- MR-N/2022-23 Madhepura/17; (Tender ID-124164) (Bid ID-537745) hereinafter called ("The works") and the Employer has accepted the Bid by the Contractor for the execution of such works and the remedying of any defects therein, at a contract price of Rs 6,35,96,760.00 (Rupees Six Crore Thirty Five Lakhs Ninety Six Thousand Seven Hundred Sixty Only)

Sl. No.	Name of Road	Length (Km)	Construction Amount	Maintenance Amount	Total
1	Bhawanipur PWD Road To Mandal Tola	2.330	8952780.00	3956261.00	12909042.00
2	Sikarhatti To Chharrapatti Road	1.630	6698964.00	2510798.00	9209763.00
3	Srinagar To Karariya Tola	2.770	17220797.00	4723773.00	21944570.00
4	Sukhasan Hatt MMGSY Road To Jorgama Chowk Road	3.600	13809390.00	5813991.00	19623382.00
Total:-		10.330	46681932.00	17004825.00	63596760.00

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

[Signature]

[Signature]
Executive Engineer
 R.W.D (W) Division-Madhepura
15/9/23

2. In consideration of the payments 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 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 and undertaking routine maintenance for 5 years, 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, Notice to proceed with the works;
 - v) Section V – Technical Specifications (General and Supplementary Technical Specification)
 - 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; and
 - xi) Any other relevant 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.

The Common Seal of _____

was hereunto affixed in the presence of:


Signed, Sealed and Delivered by the said _____
in the presence of:

Binding Signature of Employer:


15/9/23
Executive Engineer
R.W.D (W) Division-Madhepura

Binding Signature of Contractor




15/9/23
Executive Engineer
R.W.D (W) Division-Madhepura