

Dipu Construction, Vill. - Narayanpur, P.O. - Pattisital, P.S. - Bheldi, Distt. - Chapra, (Bihar) (herein after called "the Contractor" of the one part.)

Whereas the Employer is desirous that the Contractor execute Output and Performance based Rural Road contract for the Repair & Maint, of Road from Package No. – MR-N/2022-23 Chapra-1/10

| SI.<br>No. | Block          | Package<br>No.            | Name of Road  | . Main Work Amount | Maint.<br>Amount. | Grand Total |
|------------|----------------|---------------------------|---|--------------------|-------------------|-------------|
| 1          | Rivilganj      |                           | NH-19 to Godna Repura   | 7811129.00         | 2342695.00        | 10153824.00 |
| 2          | Rivilganj      | MR-<br>N/22-23<br>Chapra- | Hatidas Mathiya to Mukrera harijan Tola<br>via House of Binay Singh | 5122076.00         | 2397540.00        | 7519616.00  |
| 1          | Rivilgani      | 1/10                      | NH 19 Semariya se Nath Baba Mandir Tak                              | 1327707.00         | 660861.00         | 1988568.00  |
| i          | OR SHARE SHOWN |                           | Total   | 14260912.00        | 5401096.00        | 19662008.00 |

(hereinaster called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein, at a Cost of Main work Rs. 14260912.00 + Maintenance work Rs. 5401096.00 Grand Total Rs. 19662008.00 (One Crore Ninety Six Lakh Sixty two Thousand Eight only)

## NOW THIS AGREEMENT WITNESSETH as follows:

In this Agreement, Works 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.

रागं ५ कारंगेट

Executive Engine R.W.D. (W) Divis



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 the Execution and completion of the Works 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.

The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.

- Letter of Acceptance (i)
- Contractor's Bid (ii)
- Section VI General Conditions, (iii)
- Section VII Particular Conditions (iv)
- (General and Supplementary Technical (v) Section V- Technical Specifications Specifications)
- (vi) Appendix A - Drawings

(vii)

Section IV – Works Schedule

R.W.D. (W) Division,

Chapter I

Quality Plan for Output and Performance Based Road Contract as per Clause A14.1 of (viii)

17 9 the Technical Specifications.

**Executive Engineer** 

elicali mater. eve sin

- (ix) Appendices to the Contract
- (x) Addenda issued during bid period
- (xi) Any other relevant documents listed in the Particular Conditions together with any post
   bid correspondence.

In Witness where of the parties there to have caused this agreement to be executed the day and year first before written.

The common Seal of Employer

Was here into affix in Presence of (i)

(ii)

Signed Sealed and Delivered by the said to

<u>Dipu Construction</u>, Vill. – Narayanpur, P.O. – Pattisital, P.S. - Bheldi, Distt. - Chapra, (Bihar)

In the presence of (i)

(ii)

Binding Signature of Employer

Binding Signature of contractors

ZIM Japic PETE

18/08/22

Executive Engineer
R.W.D. (W) Division,
Chapra-1