



43772
22-2-23

मुरारी प्रसाद यादव
मुद्रांक विवेकता
क्रा. नं-19/87-88
कन्याउण्ड भागलपुर

- 1) Agreement Amount :- Construction Cost :- 4,32,10,433.00
Maintenance cost :- 54,50,091.00
Total :- 4,86,60,524.00
- 2) Agreement rate :- 0.16% (शून्य दशमलव एक छः) प्रतिशत कम दर पर
- 3) Work Order Date :- 16/09/2023
- 4) Completion Date :- 15/06/2024

(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.- 12.MBD/2023-24

This agreement made the Day of September-2023 between The Executive Engineer, Rural Works Department, Works Division, Navgachhiya.

(Hereinafter called "the Employer") of the part one and Sri Dharmendra Kumar Choudhary, At-Tulsinagar Bank Colony, Tilkamanjhi, Dist.-Bhagalpur (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/2023-24 Navgachia/05 under Bihpur Block under 3054 MR (New Maintenance Policy-2018) Scheme (Year-2023-24) and identification number of Contract.

प्रमोद कुमार चौधरी

16/9/2023 Executive Engineer
Rural Works Division
Navgachhiya

(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.

Sl. No.	Block	Road Name	Length (KM)	Construction Cost	Maintenance Cost	Total Cost
01	Bihpur	Jairampur To Sahuri NH-31	4.750	3,41,39,433.00	47,86,033.00	3,89,25,466.00
02	Bihpur	Sonbarsa REO Road To Choudhary Tola	1.150	90,71,000.00	6,64,058.00	97,35,058.00
		Total:-	5.900	4,32,10,433.00	54,50,091.00	4,86,60,524.00

Constructions & 5-Years Maintenance Cost Rs. 4,86,60,524.00

(Rupees Four Crore Eighty Six Lakh Sixty Thousand Five Hundred and Twenty Four 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 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.

यमेश कुमार चौधरी

16/7/2023

Executive Engineer
Naugachi