



बिहार BIHAR

दमरवना

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AV 393078

1-12-2023

गति करमिना  
मिना करमिना

## Agreement Form

Agreement No. 09. SBD-2023-24 Dated:- 12-12-2023

This agreement made the 12<sup>TH</sup> day of DECEMBER-2023, between Executive Engineer, RWD (W) Division, Chakia. of the one part, and M/S Jay Construction Prop-Dharmendra Kumar, (Reg. No.1210080), At-32, Town/Vill-Damarvana, Po-Muksudhara Anchal-Minapur, Dist-Muzaffarpur Bihar Pin-843117, Mob. No. 9931207872, E-Mail ID- dharmuz001@gmail.com, Whereas the Employer is desirous that the Contractor execute Construction of Road & CD Works with Maintenance, Group No.- MMGSY NDB-469-CHAKIA के अधीन 1. Bakhari bazar to Balakothi minapur pwd path tak, 2. Kalyanpur pwd road se Fatehpur tatma toli एवं 3. Bhurkurwa pull to Salempur mr road Tak Path Nirman. Road under MMGSY (NDB BRICS) and thereafter undertake routine maintenance for five years; and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects and routine maintenance therein at a Total Cost of Rs.67934712=00 (Six crore seventy nine Lakh thirty four thousand seven hundred twelve) only.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement, words and expressions 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.
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 and undertaking routine maintenance for five years.

Jay Construction

Proprietor

Executive Engineer  
R.W.D. Works Div., Chakia

12/12/23

12/12/23



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 five 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) Notice to proceed with the works;
- (iii) Contractor's Bid;
- (iv) Contract Data;
- (v) Special Conditions of Contract;
- (vi) General Conditions of Contract;
- (vii) Specifications;
- (viii) Drawings;
- (ix) Bill of Quantities; and
- (x) Any other document listed in the Contract Data as forming part of the contract.

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 \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

Jay Construction  
\_\_\_\_\_  
Proprietor

\_\_\_\_\_  
Executive Engineer  
R.W.D. Works Div., Chakla  
12/14/23  
12/12/23