



14 3/4 भा. भूपेन्द्र यादव प्रो. सुखदेव यादव स. मंगराुरी प्रा. बिहार BIHAR सचिव के शो 1000

**Agreement**

Agreement no.- 56 MBD of /2023-24

Date of Start- 13.03.2024

Date of Completion (Schedule-1)- 12.12.2024

Below- 0.50% from S/R

This Agreement made the 14th day of March 2024 Between The Executive Engineer, Rural Works Department, Works Division Madhepura (The Employer) of the one part and Bhupendra Yadav, At- Mangrauri, Aina, Mahishi Saharsa, Dist- Saharsa-852216 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 under Package No.- MR-N/23-24 Madhepura/07; (Tender ID-130231) (Bid ID-567379) 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 3,70,10,733.00 (Rupees Three Crore Seventy Lakhs Ten Thousand Seven Hundred Thirty Three Only) Details of Roads are as follows-

Sl. No.	Name of Road	Length (Km)	Construction Amount	Maintenance Amount	Total
1	Bajinathpur Litiyahi Road Bhagwat Chowk To Ram Tola , Bgwat Tola, Sharma T, Yadav Tola tak	1.370	6277961.00	1292393.00	75703545.00
2	L030-Babhani To Bhelwa (VR30)	1.580	6198299.00	1712380.00	7910679.00
3	Bajinathpur Litiyahi Path Kesho Sada ke ghar ke pas se Haridwar Tola	1.870	7730105.00	1928996.00	9669101.00
4	Singhiyan Panchayat me Prasadi Chowk se jame Wali MMGSY Sadak Durda Asthan	2.370	9407913.00	2462687.00	11870600.00
Total:-		7.190	29614278.00	7396456.00	37010733.00

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. 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.

14/03/24

14/03/24  
Executive Engineer  
R.W.D. (W) Div.  
Madhepura



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:

  
Executive Engineer  
R.W.D. (W) Div.  
Madhepura

Binding Signature of Contractor

