



### Agreement

Agreement no.- **57** MBD of /2023-24

Date of Start- **13.03.2024**

Date of Completion (Schedule-1)- **12.12.2024**

Below- 0.05 % 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 Sanjay Kumar Singh, S/O- Gopal Jee Singh, At- Bakhorapur, Dist- Bhojpur-802311 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/04; (Teuder ID-130228) (Bid ID-567952) 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 6,60,20,343.00 (Rupees Six Crore Sixty Lakhs Twenty Thousand Three Hundred Forty Three One Only) Details of Roads are as follows-

Sl. No.	Name of Road	Length (Km)	Construction Amount	Maintenance Amount	Total
1	Sonbarsa BRC Building to Pakki road via Khap Tola	2.500	12976995.00	3167568.00	16144523.00
2	T01 Lalpur - Nishiuharpur	0.925	11730615.00	2546453.00	14277068.00
3	L021- Shankarpur T01 to Gahararpur	0.850	14732982.00	4249965.00	18982947.00
4	L026-T03 Gidha to Kajra	1.600	13618814.00	2996990.00	16615804.00
Total:-		9.875	53059366.00	12960976.00	66020343.00

Sanjay Kumar Singh

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



**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.
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.

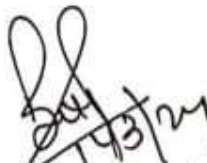
In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

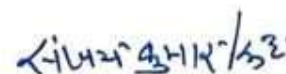
The Common Seal of \_\_\_\_\_

was hereunto affixed in the presence of:

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

Binding Signature of Employer:

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

  
Binding Signature of Contractor

  
14/03/24