



बिहार BIHAR  
पुष्प प्रसाद  
सिद्ध विजेता नवादा  
लॉ नं०-136/97

AT 267097

### AGREEMENT

This agreement, made the 12<sup>th</sup> day of June, 2023 Between The Executive Engineer, RWD Work Division, Rajgir Ebr. BRRDA, PATNA(BIHAR) (Name and address of employer)(hereinafter called "the employer") of part, and

**Pankaj Kumar,**

**Vill-Maphi, (Tola- Bhojpur), P.S-Warsaliganj, Dist-Nawada**  
(BID ID-520428)

Whereas the Employer is desirous that the contractor execute for Repair & Five Years Maintenance of Road MR 3054 New Maintenance Policy Package No.MR-N/22-23/Rajgir/04 (Tender ID-20665, Bid Id-520428) 1.Rajgir Islampur Road to Karimpur, 2.Rajgir Sabalpur Road to Chakpar Sabalpur Pathrouara, 3. L031 to Tetariya, 4.Lo28 to Khaira Salary, 5. Silao Garour Road to Harhari Bigha Dodachak, 6. L056 Silao Garour Road to Keshu Bigha [name and identification number of contract] (hereinafter 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 2,44,75,248.00 (Rs. Two Crore Forty Four Lakh Seventy Five Thousand Two Hundred & Forty Eight Only) i.e on 18.88 % (Eighteen Point Eighty Eight Percent) Below on B.O.Q. Rate with the intended date for the whole of the works 09 months from the date of issue of LOA.

Ag no - 04MBD/23-24 dt. 12.05.2023.

*Pankaj Kumar*

*12/6/23*  
Executive Engineer  
RWD (W) Div. Rajgir  
*12/6/23*

**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, and 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 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) Condition of Contract: General and Special
  - (v) Contract Data
  - (vi) Additional condition
  - (vii) Drawings
  - (viii) Bill of Quantities and
  - (ix) Any other documents listed in the Contract Data as forming part of the Contract.

Witnessed whereof the parties there to 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 \_\_\_\_\_

*T. K. J. Kumar*

*12/04/23*  
*12/04/23*  
Executive Engineer  
RWD (W) Div. Raigir  
*12/04/23*