



बेहार BIHAR

चम्पारण पुरी चम्पारण
मोतिहारी

23 AUG 2024

9222 मल्ल
30/04/2024

शिवम कुमार
15/10/24
AY 237386
15/10/24

Agreement Form

Executive Engineer

Agreement No.....04.....MBD-2024-25 Dated: R.W.D. Works Div., Chakia

This agreement, made the _____ day of _____ 2024,

between Executive Engineer, RWD (W) Division, Chakia. of the one part, and M/s Shivam Kumar (Reg. No.1210170), At- Chhota Bariyarpur, PO- Motihari, PS- Chhataunni, Dist-East Champaran, Pin 845401, Mob. No.9801538660 Whereas the E/I is desirous that the Contractor execute output and Performance based Rural Road Contract for the maintenance of Roads..... (hereinafter called "The Works") and the E/I 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.76328401=00 Rupees-(Seven crore sixty three Lakh twenty eight thousand four hundred one) only.

Sl. No.	Package Number	Road Name	Length (KM)
1.	MR-N/23-24 Chakia/08	Sarottar to Sarottar NHPC Road via High School	1.820
2.		SH 74 to Nonia Tola	1.260
3.		Puraina to Banparuaa	3.700
4.		Repair of road from N.H.-74 to Khap Gopalpur	1.000
5.		Repair of P.W.D. 70 Ghat road to Rampur Korar	1.600
6.		Repair of P.W.D. 70 Ghat road to Tajpur	2.000
7.		SH - 74 Budiya Maisthan to Sundarpur	4.000

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.

M/s Shivam Kumar
Avinash Kumar
Partner

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

15/10/24

15/10/24



2. In Consideration of the payments to be made by the E/I to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the E/I 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.

3. The E/I 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) 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.

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 E/I _____

Binding Signature of Contractor _____

Ms Shivam Kumar
Arunachal Kumar
Partner

Executive Engineer
R.W.D. Works Div., Chakla
15/11/24
15/11/24