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08/07/2024
कोशल कुमार पिता - रविचंद्र पासवान
11- रितुआई, रामपुरा, महाराजगंज, बिहार
1000x121000/r
AU 839540
असोक सिन्हा
पत्रा विवेता, सह

Date of commencement:- 13.07.2024
Date of completion :- 12.04.2025

Agreement

Agreement No-.....03..... M.B.D./ MR-3054/24-25

This agreement, made the 13th day of July- 2024 Between Rural Works Department (Govt. of Bihar) Works Division Simri Bakhtiyarpur (hereinafter called "the Employer") of the one part, and Kaushal Kumar, Vill-Situaha, Ward No-01, Po+Ps-Salkhua, Dist-Saharsa (Bihar) Pin code-852126 (Registration No.- 1240061 (Class-1st) (hereinafter called "the contractor" of the other part) Whereas the employer is desirous that the Contractor execute the *construction and maintenance of road from (1) Saharsa Zila Antargat Simri Bakhtiyarpur ke Banma Itahari Prakhand se juri Sarak Islamiya (2) Lakshmina Mushari to PMGSY Road Mall Bishanpur (3) PWD Road (Basudev Paswan) to Mohanpur village (4) PWD Road to Kushimpur (Package No-MR-N/23-24 Simri Bakhtiyarpur/06) Tender ID-130035 & Bid ID-566403* (hereinafter called "the Works") and the employer has accepted the Bid by the Contractor for the execution and completion of such Works and the Routine maintenance of the work for 5 years of the contract price and remedying of any defects therein at a cost of Rupees (0.01% below) (Construction cost Rs. 3,07,23,198.00 and Maintenance Cost Rs. 61,01,621.00) Total Rs. 3,68,24,819.00 (Rupees Three crore sixty eight lakh twenty four thousand eight hundred nineteen) Only

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13.07.24

Executive Engineer
R.W.D. (W) Division,
Simri Bakhtiyarpur

13/07/24

Kaushal Kumar

NOW THIS AGREEMENT WITNESSETH and the parties here to agree as follows :-

1. In this Agreement, works and expressions shall have the meanings as are respectively assigned to them in the General condition here in after to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payment to be made by the employer to the contractor as here in after 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 remedying the defect wherein the contract price of such 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 & construed as part of this Agreement, viz:
 - (1) Letter of Acceptance
 - (2) Contractor's Bid
 - (3) Section-VI- General Condition
 - (4) Section-VII- Particular Conditions
 - (5) Section -V- Technical Specification (General and Supplementary Technical Specifications)
 - (6) Appendix A- Drawings
 - (7) Section-IV- works Schedule
 - (8) Quality plan for output and performance based road contract as per Clause A14.1 of the Technical Specification
 - (9) Appendices to the Contract
 - (10) Addenda issued during bid period
 - (11) Any other relevant documents listed in the Particular Conditions together with any post bid correspondence.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The common seal of

Was here unto affixed in the presence of:

Signed, Seal and delivered by the said

In the presence of:

Binding Signature of E/I

Binding Signature of Contractor

Executive Engineer

R.W.D. (W) Division, Simri Bakhtiyarpur

Karshil Kumar