



BIHAR

1271 हरि किशोर प्रसाद गुप्ता (Reg. No. 1230297), At-Maglapur, Po+PS-Kalyanpur, Dist-East Champaran, BIHAR. Pin-845413, Mob. No.9955485652, 6201627623

कृष्णा कुमार श्रीवास्तव

मुद्रांक विक्रेता
व्यवहार न्यायालय, मोतिहारी
L.M.-79/81

AUG 2024

Agreement Form

Agreement No. 01... MBD-2024-25 Dated:-

This agreement, made the 29th day of August - 2024,

between Executive Engineer, RWD (W) Division, Chakia. of the one part, and Harikishor Prasad Gupta, (Reg. No.1230297), At-Maglapur, Po+PS-Kalyanpur, Dist-East Champaran, BIHAR. Pin-845413, Mob. No.9955485652, 6201627623 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.82325142=00 Rupees-(Eight crore twenty three Lakh twenty five thousand one hundred forty two) only.

Sl. No.	Package Number	Road Name	Length (KM)
1.	MR-N/23-24 Chakia/05	T01 To Mugalpur	2.260
2.		PWD Chakiya Kesariya Mela Chowk to Lakshmipur	2.480
3.		SEMRA SE MADHUAHA SEMRA HANUMAN MANDIR TAK	4.025
4.		World Bank Road se Pakdi Kamal tak	2.250
5.		PMGSY Road Ramdiha to Ganga Shirsiya via Lakhwaniya Tola	2.015
6.		Kairgawa to Ganga Sirisiya to Puran Chhapra	2.000
7.		Bhuwan Chhapra Mani Chhapra PMGSY to Madhopur Govind	1.605
8.		Gadari to Lohar Toli via Nonia Tola	1.930

हरि किशोर प्रसाद गुप्ता

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

29/08/24

29/8/24

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.
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 _____

एच. आर. प्रसाद

Executive Engineer
R.W.D. Works Div., Chakia
29/08/24
20/8/24