

T BIHAR

ANNEX - B

Agreement No- 36 RRSmp/25-26

This Agreement made the 329 07070 BER 2003 Between The EXECUTIVE ENGINEER, RURAL WORKS DEPARTMENT, WORK DIVISION, BAGAHA-1 ("TheE/I") of the one part, and RAMAKANT MISHRA. (Registration No- 1210135). S/O-BANKA MISHRA. PAKADIYA. WARD NO-08. PO-MANJHARIYA KISHUN. PAKARIYA. WEST CHAMPARAN. BIHAR. PIN-845459. MOBILE NO-9771388696. E-MAIL ramakantmishra2796@gmail.com [Name & address of Contractor] ("The Contractor") of the other part.

Whereas the E/I is desirous that the Contractor execute Output and performance based Rural Road contract for the maintenance of Roads RRSMP/ 25-26/ Bagaha-1 /03 (Tender ID- 143077) under RRSMP Scheme (Hereinaster called "The Work") 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-6,51,82,915.00 (Six crore fifty one lac eighty two thousand nine hundred fifteen Only)

SL No	Package No	Name of Road	Length (In Km)
1	25-26/ Bagaha- 1 /03	NH 727Anil Dakar ke ghar to Baswariya Pade tola	0.400
2		Siswaniya to Dhunmun Yadav ke ghar tak	0.700
3		PWD Road to Bahuarwa Urdu tola	0.540
4		NH 727 Lauriya Bettiah Huda to Misir tola Ward No-6 Lalbabu jii ke ghar tak	1.110
5		Barwa Sekh Nathuni Kushwaha ke ghar to Guddu Yadav ghar tak	1.030
6		Khab tola Gultan Miya ke ghar to Shekh Kamulah ke ghar tak	0.800
7		PWD Road to Pakrihar	1.000
8		PMGSY Road to Lachhnauta Babu tola	1.955
9		Parari to Manguraha Parari	1.870

NOW THIS AGREEMET WITNESSETH and the Parties hereto agree as follows:

- In this Agreement, words and expression shall have the same meanings as are respectively
 assigned to them in the General condition hereafter referred to, and they shall be deemed to form
 and be read and construed as part of this Agreement.
- 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.
- 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 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.
- 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 where of the parties there to have caused this Agreement to be executed the day and year first befour written

The Common Seal of -.....

Was here unto affixes in the presence of

Binding Signature of E/I

Binding Signature of Contractor . Dang + ant mil

Executive 3 (C) 5

ROWD (W)

Bagaina-1

3. P. N.