

instruction of road/bridge and performance based Rural Road contract for the Routine Maintenance (output and performance based) of Roads/Construction of Bridge (hereinafter called "The Construction Works Construction of Road From MMGSY (AWSESH-SC) Forbisganj-409 With Six Year's Maintenance Tender Id-142265 Under MMGSY (AWSESH). and the E/I has accepted the Bid by the Contractor for the execution of such The Construction Works & Routine Maintenance and the remedying of any defects therein, at a contract price of Rs-790.97944 (Seven Crore Ninety Lakh Ninety Seven

sand Nine Hundred Forty Four Rupess Only.

hous Sl.	and Nine Hu	ndred Forty Four Rupess Onl	Leng th (Km)	Const. Amount Lakh	Maint Amount Lakh	Renwal Cost Lakh
1	MMGSY (AWSESH- SC) Forbisganj- 409	DB 17 Nahar Road To Dhumgarh Mandal Tola	1.820	177.82648	17.19039	21.56016
2		Tedhi Sarpanch To Rishidev Tola	2.100	159.70804	11.89847	12.61600
3		Umesh Mehta House To Mehta Tola Sukshena	1.500	138.95140	16.57198	21.36079
4		Board Road 89 To Rishidev Tola	1.220	116.07379	11.76471	15.06124
5		Kamta Ghat Mushahari Tola To	0.950	64.94860	3.73225	1.71514
3	5 Harijan Tola TOTAL			657.50831	61.15780	72.31333

## NOW THIS AGREEMENT WITNESSETH and the Parties hereto agree as follows:

1.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.

2.In consideration of the payments to be made by the E/I to the Contractor as herein after mentioned, the Contractor hereby covenants with the E/I to execute and complete the Construction Works & Routine Maintenance and remedy any defects therein in conformity in all aspects with the provisions of the contract.

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 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/BOQ (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

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 .....

Partner

M/s Simanchal/Construction

Executive Engineer Rural Works Department Werk Division.Ferbesganj