



बिहार BIHAR

9815 11.2.25. 1000/- जवाला प्रसाद अरुण 39(90)
 तारीख... किमत्त... नाम... AV 201800
 ता/पति का नाम... पता... जिला - जनक प्रसाद सिंह
 वास्ते... हो... नाम... जकांत पाठक
 ला० न०- 13/76 सिविल कोर्ट. मजफ्फरपुर जिला - दियौली जिला -
 महाराजगिरि जिला - वैशाली

AGREEMENT FORM

This Agreement made on the 23.02.25. between Executive Engineer R.W.D. Works Division, Muzaffarpur West (name and address of Employer) hereinafter called "the employer" and Jwala Prasad Arun, At+P.o- Chhitrauli, P.s- Mahua, Dist- Vaishali, Bihar (name and address of contractor) hereinafter called "the contractor" on the other part.

Whereas the Employer is desirous that the contractor execute Construction of Road From Construction of Road From MR-N/24-25 Muzaffarpur West/01 in Kanti, Motipur, Paroo & Sahebganj Block Under New Maintenance Policy - 2018.

(name and identification number of contract) (hereinafter called 'the works') and the Employer has accepted the Bid by the contractor for the execution and completion of such works and the remedying of any defects therein, at a cost of Rs. 4,32,15,551.00 (Rupees Four Crore Thirty Two Lakh Fifteen Thousand Five Hundred Fifty One) only.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement, words and expression 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 Employer, the contractor as hereinafter 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.

Executive Engineer
 R.W.D. Works Division
 Muzaffarpur, West
 07.03.25

1. Name of the work : Construction of Road From MR-N/24-25 Muzaffarpur West/01 in Kanti, Motipur, Paroo & Sahebganj Block Under New Maintenance Policy - 2018.
2. No. of roads. : 10 (Ten)
3. Length of the road. : 11.657 km.
4. Name of the Agency & Address : Jwala Prasad Arun,
At+P.O- Chhitrauli, P.s- Mahua,
Dist- Vaishali, Bihar.
5. Agreement No. : 23 MBD/24-25
6. Approval of Rate : Engineer in Chief, RWD, Bihar, Patna, Letter No. 212 enc. dt. 30.01.2025 on 21.86% below from Schedule rate.
7. Agreement value of the work:-
 - (a) Construction cost — — — : Rs. 4,59,81,961.00
 - (b) Maintenance cost — — — : Rs. 93,05,043.00

Rs. 5,52,87,004.00 Less 21.86% below from Schedule rate.
Rs. 4,32,15,551.00
(Rupees Four Crore Thirty Two Lakh Fifteen Thousand Five Hundred Fifty One) only.
8. Earnest Money Deposit (5.00%) : **Rs. 21,60,778.00**
A.P.G. (15.01%) : **Rs. 83,01,324.00**
Rs. 1,04,62,102.00
Performance security (including earnest money) deposited by the Agency in the form of FD amounting to Rs. **1,04,62,185.00** The details of FD is as follow:-
 - (i) FD No. 5770953346 : Rs. 64,69,368.00 (C.B.I, Hajipur)
 - (ii) FD No. 5770956802 : Rs. 21,60,778.00 (C.B.I, Hajipur)
 - (iii) FD No. 5771239057 : Rs. 15,19,039.00 (C.B.I, Hajipur)
 - (iv) FD No. 5769280099 : Rs. 3,13,000.00 (C.B.I, Hajipur)

Rs. 1,04,62,185.00
(Rupees One Crore Four Lakh Sixty Two Thousand One Hundred Eighty Five only)
9. Date of work Order : 07.03.2025
10. Date of completion : 06.12.2025 (Nine Month)
11. Security Deposit : 5% (Five percent) to be deducted from the gross amount of each running Bill.
12. Defect liability period : Five years + 45 Days from the actual date of completion of the work.
13. Refund of performance security and security deposit : After five years from the actual date of completion of the work.
14. Total item of Agreement : 550 (Five Hundred Fifty) item in road.

Note:-New Maintenance Policy-2018 Rules, terms and conditions will be applicable.

Bingh.

27.12.2025

07/03/25
Executive Engineer
R.W.D. Works Division
Muzaffarpur West

07/03/25
07.02.2025

3. The Employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying the defects wherein 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 ready and construed as part of this Agreement viz.
- (i) Letter of Acceptance.
 - (ii) Notice to proceed with the works.
 - (iii) Contractor's Bid.
 - (iv) Condition of contract : General and Special.
 - (v) Contract Data.
 - (vi) Additional condition.
 - (vii) Drawings.
 - (viii) Bill of Quantities and
 - (ix) Any other document listed in the contract Data as forming part of the contract.

In witnessed 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 hereunto affixed in the presence of:

Signed, sealed and Delivered by the said _____

_____ in the presence of:

Binding Signature of the Employer _____

Binding Signature of the Employer _____

[Handwritten signature]
07.03.25

[Handwritten signature]
07/03/25
Executive Engineer
R.W.D. Works Division
Muzaffarpur, West
[Handwritten signature]
07/03/25

[Handwritten signature]