



2/98

ANNEX - B

Standard Form: Agreement

Agreement No- 37/68/2-2

This Agreement made the 6th of OCTOBER 2013.....
Between The **EXECUTIVE ENGINEER, RURAL WORKS DEPARTMENT, WORK DIVISION,**
BAGAHA-1 ("The E/I") of the one part, and **M/S MAA BINDYAVASNI CONSTRUCTION, (REGISTRATION NO- 1190014), VILL- THAKRAHA, POST-THAKRAHA, PS- THAKRAHA, DIST- WEST CHAMPARAN, PIN-845404, MOBILE NO-9631252553, E-MAIL ID- birendra121@yahoo.com** [Name & address of Contractor] ("The Contractor") of the other part. Whereas the E/I is desirous that the Contractor execute Construction of road/bridge and performance based Rural road contract for the Routine Maintenance of roads/Construction of Bridge MGSY/ 24-25/ Bagaha-1/01 (1. Basgaon Manjhariya se bhulhiya Riyaj Miyan ke tola path me khuti Nadi par pul nirman karya 2.Bagaha-01 Block ke panchayat Lagunaha Chautarwa ke antargat Siyarha chaur ke gram chauriya and Bariyarya ke bich pul ka Nirman 3. Parsauni Vishunpurwa path me 500 m par pul nirman karya) (Tender ID- 140699 under MGSY Scheme (Hereinafter called "The Construction works & Routine Maintenance") and the E/I has accepted the Bid by the Contractor for the execution of The Construction works & Routine Maintenance and the remedying of any defects therein, at a contract price of Rs- 15,00,43,722.00 (Fifteen crore forty three thousand seven hundred twenty two Only)

| SL No | Package No/ Project Number | Bridge/ Road Name | Length (In KM/M) |
|-------|-------------------------------|--|------------------|
| 1 | MGSY/ 24-25/ Bagaha- 1/01 | Basgaon Manjhariya se bhulhiya Riyaj Miyan ke tola path me khuti Nadi par pul nirman karya | 60.75 |
| 2 | | Bagaha-01 Block ke panchayat Lagunaha Chautarwa ke antargat Siyarha chaur ke gram chauriya and Bariyarya ke bich pul ka Nirman | 60.75 |
| 3 | | Parsauni Vishunpurwa path me 500 m par pul nirman karya | 40.50 |

M/s Maa Bindyavashini Const.

अभ्यपुर्व लिखि

Partner

8698205

~~Engineering~~ 60.25
Executive Engineer
R.W.D. (W) Division
Baghia-1
L. 10.10

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 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.
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
 - (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 before written

The Common Seal of -.....

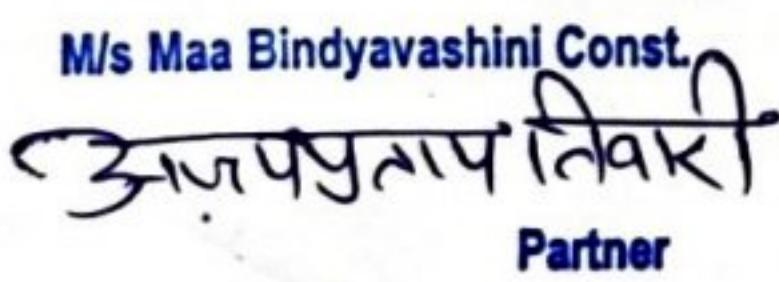
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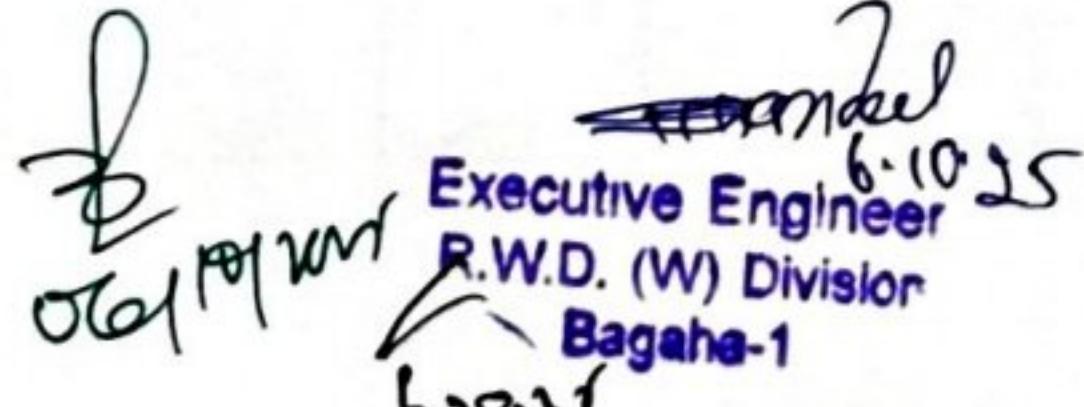
Signed, sealed and delivered by the said

In the presence of:

Binding Signature of E/I

Binding Signature of Contractor

M/s Maa Bindyavashini Const.

Partner


Executive Engineer 6.10.25
R.W.D. (W) Division
Baghe-1
6.10.25