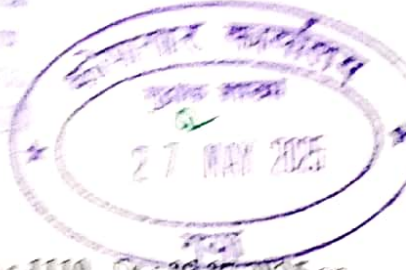


बिहार BIHAR

जिला इंजीनियर रोड विभाग मुजफ्फरगढ़
मो. सुखदेव कुमार झा
बिहार बिहार - 824201

BB 629067



Agreement

Rate Approved by Chief Eng-2 (Cava) RWD, Bihar, Para Letter No. 1110 Dtd: 22.07.2025 on
Rate below (-) 22.89 % (Twenty Two Point Eighty Nine Percent Below)

Construction Rs.	=	1,24,53,491.00
Maintenance Rs.	=	9,94,388.00
Agreement Value Rs.	=	1,34,47,879.00

Agreement No. 12 CM/3.D/AM/654 (AM/2025-26)/25-26

This agreement made the 24th July Day of 2025 between
Executive Engineer, RWD, Works Division, Tekari, ("The E/I") of the one part,
and Mr. Azad Construction Private Limited, Azad Aawar, SO. Md. Suleman, Post-
Karnawan, Bunder Kumbhari, Cava Bihar Pincode: 824201 (Name and 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 (Output and performance based) of
Roads/Construction of Bridge MMGSY (AWSESH-SC) TIKARI-2, (Tender ID-
141077, Under MMGSY (AWSESH-SC)) Length:- 1.650 km, (Hereinafter called
"The Construction Works & Routine Maintenance") and the E/I has accepted the Bid
by the contractor for the execution of such The Construction works & Routine
Maintenance and the sanctioning of any defect therein, at a contract price of
Rs. 1,34,47,879.00 (One Crore Thirty Four Lakh Forty Seven Thousand Eight
Hundred Seventy Nine Only). The Commencement of work is 21-07-2025 and
Completion shall be up to i.e. 25-07-2025.

22.06.25
Executive Engineer
RWD, Works Division
Tekari

Work Details						
Sl. No.	Name of Block	Name of Road	Length (in Km)	Construction Cost (in Lakh)	Maintenance Cost (in Lakh)	Total (in Lakh)
1	Pariya	Bagahi Maniyara road to Maniyara Mahaedalit Tola	1.650	124.53491	9.94388	134.47879
Total----			1.65000	124.53491	9.94388	134.47879

Agreement Amounts :- 134.47879

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

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the General conditions 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 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
 - (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.

24.09.2019

24.09.2019
 Executive Engineer
 R.W.D. Works Division
 Tekari

OFFICE OF THE EXECUTIVE ENGINEER,
RURAL WORKS DEPARTMENT, WORKS DIVISION, TIKARI, GAYA, JI

Letter No. ...1263.....

Tikari/Date ...21.07.2025

Letter of Acceptance

To:

M/s Azad Construction
(Bid ID-617372)

Ref:- Letter No. 1110 Date:- 03.07.2025 of C.E.-2 (Gaya ji), R.W.D., Bihar,
Patna

This is to notify that your Bid ID-617372 for execution of the Package No.-
MMGSY (AWSESH-SC)-TIKARI-48 (Under MMGSY-'Awasesh-SC') (Tender ID-
140977) and Routine Maintenance of the works for five years for the Contract Price of
Rs.1,34,47,879.00 (One Crore Thirty Four Lakh Forty Seven Thousand Eight
Hundred Seventy Nine Only) is hereby accepted in Order of the reference letter by our
Agency.

You are hereby requested to furnish Performance Security, (and additional security
for unbalanced bids in terms of ITB Clause 26.3) [where applicable] in the form detailed
in Cl. 30 of ITB for an amount of Rs.32,39,000.00 (Thirty Two Lakh Thirty nine
Thousand Only). Within 10 days of the receipt of this Letter of Acceptance valid up to
45 days from the date of expiry of Defects Liability Period i.e. up to and sign the
Contract. If the Performance Security is in the form of a Bank Guarantee, the period of
validity of Bank Guarantee could be one year initially, however, the Contractor would
get this Bank Guarantee extended in such a way that an amount equal to the requisite
Performance Security is always available with the Employer until 45 days after the lapse
of Defects Liability Period failing which action as stated in Cl. 30.3 of ITB will be taken.
You are also requested to indicate your nominee as required under Clause 53.2 of the
GCC.

निदेश है कि एकाग्रनामा के पूर्व Character Certificate, Registration, Pan, Work
Programme and GST Clearance Certificate मूल में अवलोकन हेतु अचूक रूप से प्रस्तुत किया
जाय।

S.D. Rs. 2,69,000.00 ✓
APG Rs. 29,70,000.00 ✓
Total Amount:- 32,39,000.00

Yours faithfully

[Signature]
21/7/25
Executive Engineer,
R.W.D., Work Division,
Tikari, Gaya ji

Letter of Acceptance (MMGSY)

[14]

[Signature]
21/7/25
Executive Engineer
R.W.D. Works Division
Tikari