AGREEMENT

AGREEMENT FOR the work of "Replacement of Damage PQC Panels on YCEW at various locations in Km 00/000 to km 94/000 Both Corridor of Yashwantrao Chavan Expressway"

This agreement made in Mumbai this 19 day of July 2014 between the Maharashtra State Road Development Corporation Ltd. A Government of Maharashtra undertaking, incorporated under the Companies Act, 1956, having its registered office at Nepean Sea Road, Mumbai-400036. (hereinafter called the Corporation, which expression shall, unless it be repugnant to the context or necessary thereof, include its successor or assign or assignee) of the one part and M/S. Jaihind Road Builders (hereinafter called "the Contractor") of the other part.


cable two days before work order
2. In consideration of the payments to be made to the contractor for the work to be executed by him, the contractor shall duly provide, execute, complete the said work on or before the dates mentioned in the time schedule of completion of work attached to the Tender documents and shall maintain the same at his own cost during the defect liability period thereafter and perform all such acts and things in the Contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works at the time and manner subject to the terms and conditions stipulated in the contract.

3. In consideration of the due provision, execution and completion of the said works, the corporation does hereby agree that the corporation will pay to the contractor the respective amount for the work actually done by him as per the terms and conditions of the contract.

4. In consideration of the due provision, execution and completion of the said works, the contractor does hereby agree to pay to the corporation the amount as may be due to the corporation and such other sum or sums as may become payable to the corporation towards loss of or damage to the corporation's equipment, materials, construction plant and machinery, including those given on hire to the contractor, if any as set forth in the said conditions of contract, such payments to be made at such time in such manner as provided in the contract.

5. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Mumbai and only courts in Mumbai shall have jurisdiction to try and adjudication over them.
WHEREAS the Corporation is desirous that the contractor execute the work of "Replacement of Damage PQC Panels on YCEW at various locations in Km 00/000 to km 94/000 Both Corridor of Yashwantrao Chavan Expressway" enumerated or referred to in the Bid Notice, Instruction to Bidders, General Conditions of Contract, Special conditions of contract, Scope of work, Specifications, Technical Specifications and other documents constituting the "Bid" and acceptance thereof, copy thereto annexed all of which are designed to form of this contract and are in the term "CONTRACT" wherever herein used.

AND WHEREAS the Corporation has accepted the bid of the Contractor for the provision and the execution of the said work at------------------- amount as stated in the bid subject to the conditions of contract.

AND WHEREAS the Contractor has deposited with the Corporation the Sum of Rs. 1,83,23,145/- (Rupees One Crore Eighty Three lakhs Twenty Three Thousand One Hundred Forty Five Only) being the Performance Security payable by them, being 10% of the Contract Value and undertake to allow corporation to make such deductions provided in the contract from the bill payable to them.

NOW THIS AGREEMENT WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND DECLARED AS FOLLOWS.

1. The document which forms part of the contract will be Bid Notice, General Bid Notice including Corrigendum to Bid Notice, Volume-I (Non-Variable Document), Volume-II (Variable Document), Volume-III (Financial Bid), Volume-IV (Specification & Drawings), common set of deviations, addendum's to bid, accepted technical proposal, letter of correspondence for negotiation and letter of acceptance thereof. It is further agreed that the work order No Dated shall construe the contract between the parties.
IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND
SEALS TO THESE PRESENTS IN DUPLICATED THE DAY AND YEAR FIRST MENTIONED ABOVE.

SIGNED AND DELIVERED FOR AND ON BEHALF OF
Maharashtra State Road Development Corporation Ltd.

Signature:­
Chief Engineer
MSRDC Ltd, Mumbai

Designation:­

In the presence of:­

1) ____________________________
Address ________________________________
Executive Engineer
Maharashtra State Road Development Corpn. Ltd.
Camp Office, Pune - 1.

2) ____________________________
Address ________________________________
Deputy Engineer
Maharashtra State Road Development Corpn. Ltd
Camp Office, Pune.

Signed and delivered for and on behalf of
M/s. JAIHIND ROAD BUILDERS.

For Jaihind Road Builders
Signature:­

Authorised Sign.

In the presence of:­

1) ____________________________
Address ________________________________
Shivaji Sawant
306, S/K Chambers
Vashi, Navi Mumbai

2) ____________________________
Address ________________________________

Bank/Branch: IBKL - 6910323/NAVI MUMBAI - VASHI SECTOR 17
Pmt Txn id : 58143771
Pmt DtTm : 25-FEB-2015@17:49:12
ChallanIdNo: 69103332015022551657
District : 2201-PUNE
Stationery No: 14048005116174
Print DtTime : 28-Feb-2015@10:25:53
GRAS GRN : MH0060336082014158
Office Name : IGR008-HVL1_HAVELI NO1
StDuty Schm: 0030046401-75/STAMP DUTY
StDuty Amt : R 1,82,500/- (Rs One, Eight Two, Five Zero Zero only)
RgnFee Schm: 0030063301-70/Registration Fees
RgnFee Amt : R 0/- (Rs Zero only)
Article : 5(h)(B)(vi)-Agreement if not otherwise provided for
Prop Mvty: N.A. Consideration: R 1,82,500/-
Prop Descr : Replacement of Damage PQC Panels on YCEW km 0 to 94
Duty Payer: PAN-AGQPK2102B, DEEPAK RAJARAM KUKREJA
Other Party: TAN-MUMM11080G, MSRDC LTD
Bank official Name & Signature
RASHI KU. SHRESTHA
Asst Manager

Please write below this line

e-SBTR IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT.