

Supplementary Agreement of :- 176 SBD/MR-3054/2020-21

This agreement, made the 22.44.... day of 179.7.1.....-2024. between Rural Works Department (Govt.of Bihar) Works Division Simri Bakhtiyarpur (hereinafter called " the Employer") of the one part, and MAA JWALA ENTERPRISES (Prop-Hari Shankar Jha). Add-Dumrail, Tiwari Tola. Ward No-23, Dist-Saharsa, Mob-9661350047 (Registration No.- 1220221, Class-I st) (hereinafter called "the contractor" of the other part) Whereas the employer is desirous that the Contractor execute the construction and maintenance of road from (1) Kishanpur to Barsingha-GST Amount-36,177.00 (2) Paharpur to Kishanpur-GST Amount-5,97,877.00 (3) Pasthpar NH-106 to Thari Panchayat Border Via Beldari-GST Amount-6,54,302.00 (Package No- MR-N/19-20/Simri Bakhtiyarpur/02). In Saharsa District, (Tender ID-80452) and (Bid ID- 366211) (hereinafter called "the Works") and the employer has accepted the Bid by the Contractor for the execution and completion of such Works and the Routine maintenance of the work for 5 years of the contract price and remedying of any defects therein at a revised GST Claim cost of (0.01% below), Rs-12,88,356.00 (Rupees-Twelve Lakh Eighty Eight Thousand Three Hundred Fifty Six Only) as per above calculation.

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Executive Engineer R.W.D. (W) Division, Simri Bakhtiyarpur

NOW THIS AGREEMENT WITNESSETII AS FOLLOWS:

- In this agreement, words and expressions 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.
- In this Agreement of the payments to be made by the Employer to 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.
- 3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defect wherein the Contract Price or such 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) Notice to proceed with the works.
 - (iii) Contractor's Bid
 - (iv) Contract data
 - (v) Conditions of contract :- Special and General.
 - (vi) Specification of MORD
 - (vii) Drawings
 - (viii) Bill of Quantities. And
 - (ix) 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 Employer

MAA JWALA ENTERPRISES

SM)

roprietor

Executive Engineer

R.W.D. (W) Division, Simri Bakhtiyarpur

MAA JWALA ENTERPRISES

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Proprietor

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