

FORM OF SUPPLEMENTARY AGREEMENT

Rate Approved by Chief Engineer-1, RWD, Bihar, Patna Letter No.4338 WE dated 16-09-2020 on 01.00 % (One Point Zero Zero Percent) below.

Supplementary Agreement No- 06th/SBD/2023-24 Supply of 765BD/2020-21

This Agreement made this day the 13th of May 2023 between Executive Engineer, RWD, Works Division, Sherghati hereinafter called the First Party which expression shall include his heirs, executors and administrators/their successors and assigns and the President of India, hereinafter VISHWANATH KUMAR SINGH, AT- SAREWA PO- DIHA, PS- GURARU, GAYA called the Second Party, which expression shall include his successors and assigns, shown as under:

1) That this Agreement shall be called as Supplementary Agreement to the Agreement No. 76 SBD/2020-21 relating to the construction of L045 to Bhindish- 0.905 km under MMGSY GURUA BLOCK entered into by the parties to this Agreement. Total revised Agreement amount-





- 2) That WHEREAS the First Party has substantially completed the execution of the work described in and covered by the Agreement No. 76 SBD/2020-21 except the items mentioned in the Schedule annexed to this Agreement and whereas the items of the work mentioned in the Schedule annexed to this agreement cannot now be executed on account of non completion of the sanitary work, electric installation and some other work; and whereas both the parties are desirous that the items mentioned in the Schedule annexed to this Agreement should be executed by the First Party after the completion of the sanitary work, electric installation and some other work, it is hereby further agreed as under:
- a) That First Party shall and will execute the work covered by the items mentioned in the Schedule annexed to this Agreement at the rates and as per the terms and conditions of the original Agreement No. 76 SBD/2020-21 Whatsoever called upon to do so by the Engineer-in-Charge, within a period of one year from the date hereof.
- b) That the First Party shall have absolutely no claim of whatsoever nature against the Second Party for doing the work mentioned in the Schedule annexed to this Agreement as required under clause (a) above, except that which he would be entitled to under the original Agreement No. 76 SBD/2020-21
- c) That the First Party shall have to execute all the items which the Engineer-in-charge consider Necessary.
- e) That on the due execution and completion of this Agreement by the parties, the bill of the First Party in relation to the work already done by him under the Original Agreement No. 76 SBD/2020-21 shall be provisionally finalized by the Second Party and payment on account, if any amount due, shall be made to the First Party provided that the Second Party shall have a right to retain such amount as is considered reasonable by him as a security for the execution of the work mentioned in the Schedule annexed to this Agreement and the Second Party shall have right to deal with the said amount of security as he thinks proper under the terms and conditions of the Original Agreement. Further, on the due execution and original completion of this Agreement, the First Party shall be entitled to claim back his security deposit relating to the work in question, subject to the right of the Second Party to retain

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Executive Engineer

R.W.D (W) Dh. Sherghati

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such amount as he thinks reasonable as mentioned above soon after the maintenance period of three months or six months, as the case may be mentioned in clause of the Original Agreement, is over.

- f) That the final bill relating to the entire work under the two agreements shall be prepared after the completion of the entire work covered by Agreement No. 76 SBD/2020-21 and this Agreement.
- 3) Except as modified by this Agreement the said Agreement No. 76 SBD/2020-21 shall remain in full force and

effect. IN WITNESS WHEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURE ON THIS DAY THE

Date of Start! - 19-07-2023

Date of Completion! - 05.09.2023

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Executive Engineer

R.W.D (W) Div. Sherghati

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Mame of work :- LO45 To BHINDISH socials of Revined T/s construction wst = 88.93 Lac 5 year maintane wet: 6.7 22 Lac Total 95.652 Lac. As per agreement (1/below) - . 956 Lac Total 94. 696 Lac. Details of revised BOB. 8892932.65 construction wit = 88 99 2932.54 = 672180.78/ 5 year maintace Total: 9565183.42 Lac As peragreement (1/1. below) 295651.134 Love. 9469462. 296 Lac. Total 94 69462.00 (say)

Contractor B O.Q. is approved for Rs.
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curlified copy.

Superintending Engineer
Rural Works Department
Works Circle, Gaya

(9) Mind 7. 2021

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Executive Engineer

Aby

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