



बिहार BIHAR

*माला देवी*  
*18/08/24* 3006  
*AM*

01 JUL 2024  
 नगर कार्यपालिका मुंगेर

### FORM OF SUPPLEMENTARY AGREEMENT

This Agreement made on this day ..... 2024 between Executive Engineer, RWD Works Division, Munger (Name and Address of Employer) Hereinafter called "the Employer" of the one part, and Smt. Mala Devi, W/o Diwakar Kumar, Bari Mahuli, Basudeopur, Munger ( Name and Address of Contractor ) hereinafter called the First Party which expression shall include his heirs, executors and administrators/their successors and assigns and the President of India, hereinafter 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. 05/MBD/2022-23 (Amounting Rs. 23,50,061/- exceeding from ₹ 4,69,31,201/- to ₹ 4,45,81,140/- as per revision of estimate) relating to the Construction of road under Package No. MR-N/22-23Munger/03 and Five year maintenance under Head 3054 M/R entered into by the parties to this Agreement.
- 2) That WHEREAS the First Party has substantially completed the execution of the work described in and covered by the Agreement No. 05/MBD/2022-23 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 :

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 Executive Engineer  
 R.W.D. (W) Div, Munger  
 16/8/24



- 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. **05/MBD/2022-23** 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. **05/MBD/2022-23**
- c) That the First Party shall have to execute all the items which the Engineer-in-charge consider necessary.
- d) That the First Party shall start with the work of the remaining items mentioned in the Schedule annexed to this Agreement within ..... days from ..... on the receipt of a letter to the effect from the Engineer-in-Charge or from any date fixed in the said letter and shall complete the said work within the time fixed by the Engineer-in-Charge or as extended by him from time to time.
- 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. **05/MBD/2022-23** 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 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. **05/MBD/2022-23** and this Agreement.
- 3) Except as modified by this Agreement the said Agreement No. **05/MBD/2022-23** shall remain in full force and effect.

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

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Executive Engineer  
R.W.D. (W) Div, Munger

16/08/24