

Supplementary Agreement

RURAL WORKS DEPARTMENT

1. Name of Office: Office Of the Executive Engineer
Rural Works Department, Works
Division, Kishanganj-2
2. Name of Work: Revised Work of "KOHDRA TO
PAWANA"
3. Head: MMGSY
4. Name of Agency: GAUTAM AGARWAL,
At- Netaji Subhash Road, P.S- Islampur,
Dist- Uttar Dinajpur.
5. Supplementary Agreement No: 03/SBD/MMGSY/2016-17 (Suppl.)
6. Rate: 10% Below of BOQ Rates
7. Agreement Construction
Amount (After Revision) Rs: 85,79,245.00
8. Agreement Maintenance
Amount Rs: 8,06,609.00
9. Total Agreement Amount
(After Revision) Rs: 93,85,854.00
10. Date of Commencement / Start: 30-11-2016
11. Date of Completion as per
Agreement: 29-11-2017


Sr. Divisional Accounts Officer
Rural Works Department,
Works Division, Kishanganj-2


Executive Engineer
Rural Works Department,
Works Division, Kishanganj-2




बिहार BIHAR

18/10/15 1 SEP 2024

BB 495020

Ma. Mashkoor Alam,
S.V. Kishanganj
Licence No.-06/99/KSG

SUPPLEMENTARY AGREEMENT

This Agreement made this day the 16/10/15 2025 between Gautam Agarwal, At-Netaji Subhash Road Purba Ansa 12, P.S- Islampur, Dist- Uttar Dinajpur, hereinafter called the First Party which expression shall include his heirs, executors and administrators/their successors and assigns and The Executive Engineer, RWD, Works Division, Kishanganj-2, 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 03/SBD/MMGSY/2016-17 relating to the construction of KOHDRA TO PAWNA 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 03/SBD/MMGSY/2016-17 except the items mentioned in the Schedule annexed to this Agreement; and whereas both the parties are desirous that the items mentioned in the Schedule annexed to this Agreement should be executed by the First, 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. 03/SBD/MMGSY/2016-17 whatsoever called upon to do so by the Engineer-in-Charge.
 - 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. 03/SBD/MMGSY/2016-17
 - c) That the First Party shall have to execute all the items which the Engineer-in-charge consider necessary.
 - d) That on the due execution and completion of this Agreement by the parties, the bill of the First

16/10/15

Party in relation to the work already done by him under the Original Agreement No 03/SBD/MMGSY/2016-17 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.

- e) 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. 03/SBD/MMGSY/2016-17 and this Agreement.
- 3) Except as modified by this Agreement the said Agreement No 03/SBD/MMGSY/2016-17 shall remain in full force and effect.

IN WITNESS WHEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR
SIGNATURE ON THIS DAY THE16/11/25.....2025

original

16/11/25

16/11/25

16/11/25