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Supplementary Agreement as Addendum No-1

This Supplementary Agreement (hereinafter referred to as Addendum No-1) is executed on this 5th day of April, 2017 at Bhubaneswar between "The Chief Engineer, DPI & Roads, Odisha O/o the Engineer-in-Chief (Civil), Odisha" Nirman Soudha, Keshari Nagar Bhubaneswar (hereinafter referred to as "Employer") of the First Part,

And

Backbone-Utkal JV, having its registered office at IMFA Building, Bomikhal, Rasulgarh, Bhubaneswar-751001 (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the subject or context be deemed to include its successors and permitted assigns) of the Second Part,

WHEREAS, the work of "Construction for Widening and Strengthening of existing carriageway to 2 lane road from Jagatpur to Nischintakoili (Km 0.000 to Km 25.000 of MDR (Balance Works), Package No.-OSRP-CW-ICB-P04A1)" had been awarded to M/s Backbone-Utkal JV by the Chief Engineer, DPI & Roads, Odisha vide letter of Acceptance No. PMU-WB-114-2015-40111, dated 27.11.2015 for accepted contract amount of Rs.107,38,63,577/- with time period of 18 months for completion and the Contract Agreement (Agreement No.-4 of 2015-16 dated December 23, 2015) was executed between the Employer and the Contractor on 23.12.2015. Date of commencement has been considered as 01.01.2016 and accordingly, the stipulated date of completion is 30.06.2017.

WHEREAS, as per Contract, the work has been split into two sections and different dates specified for the completion of each section and other details are given below:-

Sibendu Pattanayak

1 of 3

[Signature]

13929
28/3/22

Back bone utkole JV

1a
TREASURY
BHUBANESWAR
31 DEC 2018
ADDL. TREASURY OFFICER

[Signature]
Ajay Ku. Panda

Ajay Ku. Panda
Stamp Vendor
Bhubaneswar Court

228070

Supplementary Agreement as Addendum No-1

The Supplementary Agreement (as earlier referred to as Addendum No-1) is executed on the 5th day of April, 2017 at Bhubaneswar between The Chief Engineer, RI & Road, Odisha and the Engineer-in-Chief (Civil) Odisha, Western Goods Road, Bhubaneswar. The said agreement is referred to as 'Employer's' in the First Part of the Agreement.

ART-1

The Engineer-in-Chief JV, having its registered office at 10/1, Building, Bhubaneswar, Odisha, is hereby referred to as 'Contractor' which expansion and modification to the subject of contract is deemed to include its successors and assigns (including) of the Second Part.

WHEREAS, the work of 'Construction for widening and strengthening of existing roadways to 2 lanes each from regular to National Highway (Km 0.00 to 1.25 KM) of MDR (Bhubaneswar) Package No. 04/19-CW-C-POKAT' has been awarded to M/s. Bhubaneswar JV by the Chief Engineer, RI & Road, Odisha vide letter of award No. B-19/2017 dated 02.11.2017 for a contract amount of Rs. 10,58,65,77/- with the period of 18 months for completion and the Contract Agreement No. 4 of 2017 dated December 22, 2017) was executed between the Employer and the Contractor on 22.12.2017. (Date of commencement has been specified as 01.01.2018 and accordingly, the stipulated date of completion is 30.08.2019). The work under the Contract has been split into 2 sections and different dates specified for the completion of each section are given below:-

[Signature]
[Signature]

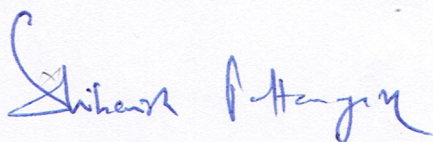
Section Name/ Description - Sub Clause 1.1.5.6	Date of Commencement	Time for Completion- Sub Clause 1.1.3.3	Schedule date of completion of work	Damages for Delay in Completion - Sub Clause 8.7
Section-I (Km.11/000 to Km.25/000) 14.0 Kms	01.01.2016	14 months from the date of commencement	28.02.2017	Rs.3,09,000/- per day of delay
Section-II (Km.0/000 to Km.11/000) Km.11.0 Kms	01.01.2016	18 months from the date of commencement	30.06.2017	Rs.2,43,000/- per day of delay

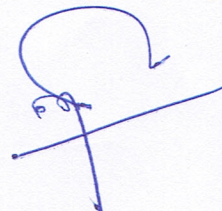
WHEREAS, the work could not be carried out by the Contractor over continuous stretch of Section-I due to non-removal of encumbrances, stoppage of work by public of Salipur and delay in decision by Water Resource Department and Revenue Department for providing Box culvert in place of HP culverts over Irrigation canals and therefore, the Contractor resorted to work over other stretches of the corridor free from encumbrances with an intention to complete the pavement length of 14 km to achieve Milestone-I as stipulated in the contract.

WHEREAS, the Contractor has substantially completed 14.093 Km of pavement works (DBM and PQC) in eighteen discontinuous stretches as per statement attached excepting BC and other road furniture to be executed at a time after completion of long continuous stretches keeping in view the aesthetics of the road as against the length of 14.0 Km for Section-I and the Contractor has requested through his Letter No.BEL-UMSL (JV)/HO/JGT/16-17/269. Dtd.27.03.2017, addressed to the Employer to accept the substantial completion of 14.093 Km by rescheduling of Section-I to meet the Milestone-I.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Employer and the Contractor agree to the following stipulations through the execution of "Supplementary Agreement" being an Addendum No.1" as follows:-

1. Time for completion of Section-I from Km 11/000 to 25/000 (14 Km) provided in Sub Clause 2.1 of Contract Data is 28.02.2017. But due to number of constraints expressed by the Contractor, pavement works have been substantially completed more than 14.0 Km in different stretches on the corridor and not specifically within the stretch from Km 11/000 to 25/000. Since the Contractor has achieved the required length of pavement mentioned for Section-I, the Employer hereby agrees to accept it as substantial completion of Section-I considering the revised kilo meterage of the Section attached to this Addendum No.1 as Schedule-A. The Contractor shall not be entitled for any additional time for execution of finishing works of Section-I along with Section-II.
2. Works executed in Section-I shall be taken over along with Section-II and completion of the entire corridor in accordance with Clause 10 of General Condition of the Contract after completion of all works.
3. Both the parties to the Contract shall affirm and indemnify the other party of any action, complaint or claim due to execution of this Addendum No-1. Both the parties to the Contract further waive and relinquish their right to raise any claim against the other party to the Contract on this account.





4. **Validity of all other contract clauses**

Unless otherwise stated in this supplementary agreement being "Addendum No-1", all other terms and conditions of the original Contract dated 23.12.2015 shall remain the same.

IN WITNESS WHEREOF, the Parties hereto have caused this "Supplementary Agreement being an Addendum No-1" executed on the day and year first before written.

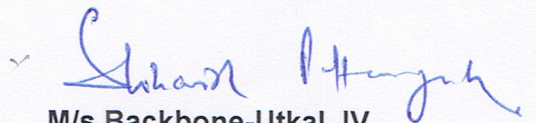
Signed, sealed and delivered by the said Employer and the Contractor.

FOR AND ON BEHALF OF



Chief Engineer,
DPI & Roads, Odisha
(For and on behalf of Government of Odisha)
Employer

FOR AND ON BEHALF OF



M/s Backbone-Utkal JV
(Contractor)

In Presence of Witness.

For Employer- (i) *Manoranjan Misra* (ii)

For Contractor- (i) *Dilip K. Mohapatra* (ii)
(PRO)
Backbone-Utkal JV

SCHEDULE A

Project :	Widening and Strengthening of Existing Carriageway to 2 Lane Road from Jagatpur to Nischintakoili (Km.0.000 to Km.25.000 of MDR), Package: OSRP-CW-ICB-P04A1
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REVISED CHAINAGE OF SECTION-I

Sl. No.	Chainage		Length (Km)
	From	To	
1	0.020	0.370	0.350
2	0.540	1.710	1.170
3	2.535	5.780	3.245
4	7.250	7.530	0.280
5	7.750	7.880	0.130
6	8.030	8.290	0.260
7	8.630	9.460	0.830
8	9.485	9.750	0.265
9	10.940	14.330	3.390
10	14.420	15.785	1.365
11	15.920	16.100	0.180
12	16.160	16.560	0.400
13	16.630	16.840	0.210
14	16.910	17.440	0.530
15	17.540	17.700	0.160
16	23.210	24.070	0.860
17	24.250	24.455	0.205
18	24.480	24.650	0.170
		Total	14.000

x Shikhar Patanjali