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Supplementary Agreement being an Addendum No.1 to Contract Agreement No.10 of 2013-14

(Package No.OSRP-CW-ICB-P04B)

This "Supplementary Agreement" being an Addendum No-1 to Contract Agreement No.-10 of 2013-14 for the work "Widening & Strengthening of existing carriageway to two lane road from Duhuria to Chandabali(Km.49/00 to Km. 99/00 of MDR and Km 45/0 to Km.51/500 of SH-9 under Package No OSRP-CW-ICB-P04B) is made on this 4th day of March, 2017 between the Chief Engineer, DPI & Roads, Odisha, Office of the Engineer-in Chief (Civil), Odisha, NirmanSoudha, Unit-V, Kesari Nagar, Bhubaneswar-751001, Odisha (Chief Engineer of World Bank Projects) on behalf of the Government of Odisha in Works Department (hereinafter called " the Employer") of the one part and M/s DPJ-NKC (JV), Plot N.63, Udyog Vihar, Phase-IV, Gurgaon-122016, Haryana (hereinafter called "the Contractor") of the other part.

WHEREAS, the Chief Engineer, World Bank Projects, Odisha, Office of the Engineer-in Chief (Civil), Odisha, Nirman Soudha, Unit-V, Keshari Nagar, Bhubaneswar-751001, Odisha on behalf of the Government of Odisha in Works Department (hereinafter called "the Employer") of the one part had executed a Contract on 16.09.2013 (Contract Agreement No.10 of 2013-14, Package No-OSRP-P04B) with M/s DPJ-NKC JV, Plot N.63, Udyog Vihar, Phase-IV, Gurgaon-122016, Haryana. (hereinafter called "the Contractor") of the other part for the work of construction for Widening & Strengthening of existing

Contractor
M/s DPJ-NKC-JV

Page 1

Chief Engineer
DPI & Roads, Odisha

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4/1/17

Ab/00

Chief Engineer
D.P. Singh

x
[Signature]

Sanjiv Kumar Khate
Stamp Vender
Khandagiri Sub Registrar Office
Rhubaneswar

DISTRICT TREASURY
RUBANESWAR, RHUBANESWAR
23 FEB 2017

SECURITY OFFICER

Supplementary Agreement being an Addendum No. 1
to Contract Agreement No 10 of 2013-14
Package No OSR-CW-108-108B

The "Supplementary Agreement" being an Addendum No. 1 to Contract Agreement No-10 of 2013-14 for the work Widening & Strengthening of existing carriageway on the lane road from Duniya to Chandrakulam Km 48.00 to Km 48.00 & Km 48.00 to Km 48.00 of SH-9 under Package No OSR-CW-108-108B was made on the 4th day of March 2017 between the Chief Engineer, P&R Roads, Odisha Office of the Engineer (Civil), Odisha, Bhubaneswar and the Engineer (Civil), Odisha Office of the Engineer (Civil), Odisha, Bhubaneswar. The said contract was entered into between the Government of Odisha in Odisha Engineer of Work Bank Projects, on behalf of the Government of Odisha in Odisha Department (hereinafter called "the Employer"), of the one part and M. D.P. (MDC) JV, Plot No. 32, Udyog Vihar, Gurgaon-122016, Haryana (hereinafter called the Contractor) of the other part.

WHEREAS, the Chief Engineer, Odisha Office of the Engineer (Civil), Odisha, Bhubaneswar and the Engineer (Civil), Odisha Office of the Engineer (Civil), Odisha, Bhubaneswar on behalf of the Government of Odisha in Odisha Department (hereinafter called "the Employer") of the one part had executed a Contract on 10.05.2013 (Contract Agreement No 10 of 2013-14 Package No OSR-CW-108-108B) with M. D.P. (MDC) JV, Plot No. 32, Udyog Vihar, Gurgaon-122016, Haryana (hereinafter called the Contractor) of the other part for the work of construction of Widening & Strengthening of existing

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carriageway to 2 lane Road from Duhuria to Chandabali Road (Km 49.000 to Km 99.000 of MDR and Km 45.000 to Km 51.500 of SH-9 for "Accepted Contract Amount" of Rs 170,42,73,538/-".

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

Name of Section- 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 (16.10 Kms)	4.12.2013	17 months from the date of commencement	3.5.2015	Rs 2,83,000/- per day of delay
Section-II (11.80 Kms)	4.12.2013	20 months from the date of commencement	3.8.2015	Rs 2,36,000/- per day of delay
Section-III (15.50 Kms)	4.12.2013	23 months from the date of commencement	3.11.2015	Rs, 2,25,000/- per day of delay
Section-IV (13.10 Kms)	4.12.2013	27 months from the date of commencement	3.3.2016	Rs, 2,20,000/- per day of delay

WHEREAS, the progress of work has been very slow and the main reasons for slow rate of progress as claimed by the Contractor are as under:-

1. Delay in Revising and approving of diversions Specifications
2. Delay in handing over of encumbrance free site
3. Delay due to unforeseen law and order situation on the project site
4. Non availability of Minor Minerals due to change in Odisha Minor Mineral Rule and delay in Environment clearance of stone quarry
5. Delay due to change of scope from 7.0m carriageway to 10.0 carriage way
6. Survey Data anomalies
7. Due to unprecedented rain during working season
8. Delay due to abnormal increase in BOQ quantities of earth work

WHEREAS, the work could not be carried out by the Contractor due to above multiple hindrances submitted by the Contractor in their letter no. DPJ-NKC(JV)/OSRP/2017-18/713, dated 16.2.2017 and DPJ-NKC(JV)/OSRP/2017-18/721a dated 28.2.2017.

WHEREAS, the contractor has also requested the Employer for rescheduling the sections stipulated in the original Agreement to facilitate them to execute the work in continuous stretches which has also been emphasized by the district Administration. The Contractor on the above reasons requested for extension of time for all the four sections and also in the said letter the Contractor confirmed and agreed that they will neither raise any claim for additional cost/associated cost or prolongation cost due to the above changes nor will go in for any litigation in respect of this contract in any forum i.e. in DRB or Arbitration or Court of Law due to rescheduling of sections, increase in the scope of work, increase in the Accepted Contract Amount and prolongation of Contract Period.

WHEREAS, the Contractor had sought extension of time for completion of all the Sections which was determined by the Engineer on the basis of rescheduled sections. As per recommendations of the Engineer, the Employer has granted extension of time for all the four sections for completion of rescheduled sections in accordance with Clause 8.4 of General Conditions of Contract.

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 to Contract Agreement No.-10 of 2013-14" as follows:-

1. That, the Sections mentioned in Sub Clause 1.1.5.6 of General Conditions of Contract and 2.1 of Contract Date are hereby rescheduled as mentioned below.

Section Name	Length of Section	Stretch of the Section
Section-I	16.1 km	Between Duhuria to Pattamundai i.e. Km.49.000 to Km.69.000
Section-II	11.8 km	Anywhere in project corridor
Section-III	15.5 km	Anywhere in project corridor
Section-IV	13.1 km	Anywhere in project corridor

2. That, the Table -Summary of Sections provided in the end of Part-A -Contract Data is hereby deleted and replaced with the new Table -Summary of Sections to be completed up to the revised dates as detailed below:-

Name of Section-Sub Clause 1.1.5.6	Revised date of completion of work	Damages for delay in completion - Sub Clause 8.7
Section-I (16.10 Kms)	03.05.2017	Rs 3,43,987/-per day of delay
Section-II (11.80 Kms)	31.10.2017	Rs 2,86,858/- per day of delay
Section-III (15.50 Kms)	23.05.2018	Rs, 2,73,488/- per day of delay
Section-IV (13.10 Kms)	07.07.2018	Rs, 2,47,610/- per day of delay

Note :-

- (i) If, the Contractor fails to complete any of the sections as per the revised date of completion, the delay damages shall be withheld from the interim payment certificates of the Contractor as per the rate of delay damages mentioned in this clause. However, if the Contractor is able to complete the work of last section and whole of the work up to the revised stipulated time for completion of 07.07.2018, then the Contractor shall be entitled for the refund of all the delay damages withheld from the Contractor's interim payments for not completing Section-I,II and III.
- (ii) Balance length of 6.50 Kms of Section-IV which has not been handed over to the Contractor so far, shall be handed over to the Contractor within 5th May 2017.
- (iii) The scope of work shall be modified accordingly, if there is delay of more than 15 days in the removal of encumbrances from the date of intimation of encumbrances by the Contractor.

3. That, the Contractor shall submit a revised work programme to complete all sections by extended dates within 7 days in accordance with clause 8.3 of General Conditions of Contract.
4. That, the Contractor shall neither raise any claim for additional cost/associated cost or prolongation cost due to any reasons whatsoever nor will go in for any litigation in respect of this contract in any forum i.e. in DRB, Arbitration or Court of law on account of increase in the scope of work, increase in the Accepted Contract Amount and prolongation of Contract period.
5. That, the claim for additional cost amounting to Rs.80.00 crores raised by the Contractor vide letter no DPJ-NKC (JV)/OSRP/2015-16/02/415, dated 08.12.2015 shall be considered as withdrawn and will be treated as null and void. Similarly, the Employer shall also not raise any claim of whatsoever nature or delay damages from the Contractor due to any reasons whatsoever in respect of any of terms and Conditions of the Contract as per original scope of work. However, the Contractor shall be liable to pay delay damages to the Employer for not completing any of the sections or completion of work within the Stipulated Period as defined in Clause-2

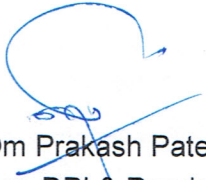
of this "Supplementary Agreement" subject to provision of Clause 8.4 of General Conditions of Contract.

6. That, both the parties to the Contract hereby affirm and indemnify the other party of any action, complaint or claim due to modification/increase in the scope of work or modification/increase in the value of "Accepted Contract Amount". 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.
7. That, the Contractor hereby further reiterates that the responsibility for arranging aggregates, sand and moorum etc shall continue to rest upon the Contractor and no claim for delay on this account shall be admissible or entertained by the Employer for seeking any extension of time or any additional cost/associated cost. However, the Employer shall continue to provide full support/assistance to the Contractor in accordance with the provisions of Contract as and when requested by the Contractor in writing.
8. Unless otherwise stated in this "Supplementary Agreement", all other terms and conditions of the original Contract Agreement No. 10 of 2013-14 dated 16.09.2013 shall remain the same and all the clauses of the original contract Agreement shall continue to be valid, operational and in full force for this "Supplementary Agreement".

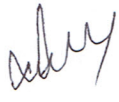
IN WITNESS WHEREOF, the parties hereto have caused this "Supplementary Agreement" executed on the day and year first before written.

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

For and on behalf of Employer
Works Department,
Government of Odisha


Er. Om Prakash Patel
Chief Engineer, DPI & Roads, Odisha

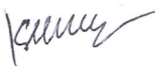
For and on behalf of the
Contractor
M/s DPJ – NKC (JV)



Mr. Naresh Kumar
Managing Director, NKC Projects Pvt. Ltd.
Gurgaon (India)
Authorized representative of DPJ-NKC JV

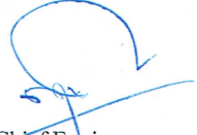
In the presence of witnesses

1. Pradeep Kumar Misra, A.E, PMU
2. Krishan Kumar, DPJ






Contractor
M/s DPJ-NKC-JV


Chief Engineer
DPI & Roads, Odisha