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Certificate No. : IN-DL33844197981049T
Certificate Issued Date : 07-Oct-2021 02:25 PM
Account Reference : IMPACC (IV)/ dl791003/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DLDL79100363209404991468T
Purchased by : CEIGALL INDIA LIMITED PATEL ENGINEERING LTD JV
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : NATIONAL HIGHWAYS AUTHORITY OF INDIA
Second Party : CEIGALL INDIA LIMITED PATEL ENGINEERING LTD JV
Stamp Duty Paid By : CEIGALL INDIA LIMITED PATEL ENGINEERING LTD JV
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line.....

ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT

THIS AGREEMENT is entered into on this the 8th day of October, 2021

BETWEEN

The President of India through the Ministry of Road Transport & Highways, represented by Chairman, National Highways Authority of India G-5 & 6, Sector 10, Dwarka, New Delhi-110075 (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of **One Part**;

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AND

M/s Ceigall India Limited, Lead Member of M/s Ceigall India Limited - M/s Patel Engineering Limited (JV), A-898, Tagore Nagar, Ludhiana-141001, Punjab (hereinafter referred to as the "**Contractor**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **Other Part**.

WHEREAS:

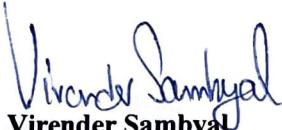
- A. The Government of India entrusted the development, operation & maintenance and management of National Highway No.NH-1A (Now NH 44) including the section from Ch.158+675 to Ch.164+660 (North Bound) and Ch.160+282 to Ch.163+368 (South Bound connecting with Existing Tunnel-T4) excluding Ch.161+544 to Ch.164+100 (North Bound) including construction of Twin Tube Tunnel in the UT of Jammu & Kashmir to the Authority;
- B. The Authority resolved to Construction of Four Laning of part of Ramban to Banihal Section of NH-1A (Now NH-44), from Ch.158+675 to Ch.164+660 (North Bound) and Ch.160+282 to Ch.163+368 (South Bound connecting with Existing Tunnel-T4) excluding Ch.161+544 to Ch.164+100 (North Bound) including construction of Twin Tube Tunnel (Package-II) (hereinafter called the "NH-1A (Now NH-44)") in the UT of Jammu & Kashmir on Engineering, Procurement, Construction ("EPC") basis in accordance with the terms and conditions to be set forth in an agreement to be entered into.
- C. The Authority accordingly invited the proposals (the "**Request for Proposals**" or "**RFP**") from the eligible bidders as per the technical and commercial terms and conditions prescribed in the RFP for undertaking the Project.
- D. After evaluation of the bids received; the Authority accepted the bid of the selected bidder and issued its Letter of Acceptance No. NHAI//J&K/Ramban-Banihal Pkg-II/2021/EPC dated 03.09.2021 (hereinafter called the "**LOA**") to the selected bidder for Construction of Four Laning of part of Ramban to Banihal Section of NH-1A (Now NH-44), from Ch.158+675 to Ch.164+660 (North Bound) and Ch.160+282 to Ch.163+368 (South Bound connecting with Existing Tunnel-T4) excluding Ch.161+544 to Ch.164+100 (North Bound) including construction of Twin Tube Tunnel (Package-II) in the UT of Jammu & Kashmir on EPC Mode at the Contract Price specified hereinafter, requiring the selected bidder to inter alia:
 - (i) to give his consent to enter into this Agreement and the enforceability of the provisions thereof, within 10 (ten) days of the date of issue of LOA;
 - (ii) submit Performance Security and Additional Performance Security (if any) as per RFP requirements, and
 - (iii) execute this Agreement within 10 days from the receipt of 50% of Performance Security and 50% of Additional Performance Security, if any.
- E. The Contractor has fulfilled the requirements specified in Recital (D) above;

NOW, THEREFORE, in consideration of the foregoing and the respective covenants set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, the Authority hereby covenants to pay the Contractor, in consideration of the obligations specified herein, the Contract Price or such other sum as may become payable under the provisions of the Agreement at the times and in the manner specified by the Agreement and intending to be legally bound hereby, the Parties agree as follows:



IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
FOR AND ON BEHALF OF
National Highways Authority of India by:


Mr. Virender Sambyal
General Manager (T)- J&K
National Highways Authority of India
G-5&6, Sector-10, Dwarka
New Delhi-110075

SIGNED, SEALED AND DELIVERED
FOR AND ON BEHALF OF
M/s Ceigall India Limited Lead Member of M/s
Ceigall India Limited - M/s Patel Engineering Limited
(JV) by:


Mr. Aman Deep Grover
General Manager
M/s Ceigall India Limited Lead Member of M/s
Ceigall India Limited - M/s Patel Engineering Limited
(JV) A-898, Tagore Nagar, Ludhiana -141001,
Punjab

In the presence of:

1. Signature 

Name
Address

2. Signature 

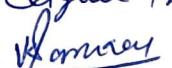
Name
Address

Witesh Kumar Grover
8/10/21
Dumka NHAL HQ

In the presence of:

1. Signature 

Name Rahul Kumar
Address Ceigall India Limited

2. Signature 

Name VISHAL KUMAR
Address A22, Third floor, Green Park
Sector 10, New Delhi

COUNTERSIGNED and accepted by:
M/s Patel Engineering Limited Other Member of M/s Ceigall India Limited - M/s Patel
Engineering Limited (JV)
Patel Estate Road, Jogeshwari (West), Mumbai - 400102