

PRE-TENDER ASSOCIATION

To be signed on a Non-Judicial Stamp Paper of requisite value

PRE-TENDER TIE-UP AGREEMENT

WHEREAS Engineering Projects (India) Ltd. (EPI) is a premier construction company of Govt. of India, having its registered office at Core –3, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110 003, India (hereinafter called "EPI" which expression shall unless repugnant to the context include its successors and assigns).

WHEREAS (hereinafter referred to as "Client") vide their letter/tender notification No..... dated has invited tenders for(hereinafter referred to as 'Project')

WHEREAS EPI wishes to participate in the above-mentioned project as main contractor.

WHEREAS M/s..... with their registered office at(hereinafter called "PARTY" which expression shall unless repugnant to the context include its successors and assigns) agreed to participate in the (hereinafter referred to as “Works” as spelt out in Clause no.5 of this Agreement) of the above Project as Sub-contractor of EPI.

WHEREAS EPI and PARTY are hereinafter referred to collectively as “Parties”.

AND WHEREAS EPI now agrees to associate PARTY as its Sub-contractor for execution of the above-mentioned “Works”.

NOW THEREFORE, it is hereby agreed by and between EPI and the PARTY to associate for the above “Works” on the following terms and conditions:

- 1.0 EPI shall act as main contractor and PARTY shall be Sub-contractor of EPI for execution of "Works" as spelt out in Clause no.5 of this Agreement.
- 2.0 PARTY has submitted its offer to EPI for execution and completion of above-mentioned “Works”. PARTY shall not participate directly in the tender and shall quote its rates to EPI only and not to any other party participating/ pre-qualified for the project directly or indirectly through its subsidiary, partnership, ownership, individual firm etc.
- 3.0 The amount/ rates quoted by PARTY to EPI for the “Works” at pre-tender stage are enclosed at Annexure – II of this agreement. EPI shall submit it’s tender to Client on the basis of amount/rates quoted by the PARTY to EPI after adding EPI’s markup towards its expenses, overheads and profit margin, which shall be solely decided by EPI. In case it is required to offer any reduction in the prices to Client or to change the terms and conditions; the same shall be done after mutual consultation

between EPI and PARTY.

4.0 In the event of award of project to EPI by Client, EPI shall associate PARTY for execution and completion of “Works”.

5.0 Scope of Work:

The Scope of Work of the Sub-Contractor shall be “.....” (hereinafter referred to as “Works”) as per Technical specifications, Designs, Drawings, BOQ, Instructions and Terms and Conditions given in Tender Documents of the Client/Client’s consultant and its amendments/clarifications etc. received from Client from time to time.

6.0 Commencement and Completion of Project:

The Contractual Completion Period shall be months from the date of commencement. The date of commencement shall be reckoned as per EPI’s contract with Client.

7.0 Tender Documents:

Following documents shall form the complete set of ‘Tender Documents’ for this sub-contract: -

3.1 Instructions to Tenderers.

3.2 Pre-Tender Tie-up Agreement

3.3 Tender Documents of Client inclusive of NIT, Technical specifications, BOQ, Terms & Conditions, Drawings, Amendments, Minutes of Pre-Bid conference etc.

3.4 Form of Price Bid

8.0 PARTY confirms that they have read and understood and have copies of the ‘Tender Documents’ and have visited the site and their offer is based on the ‘Tender Documents’ and caters to all the works, requirements, etc. thereof.

9.0 Taxes and Duties :

All Taxes, Duties, VAT, Cess, Levies, Octroi, Entry Tax, Royalties, Works Contract Tax, Turn Over Tax, Service Tax, and other expenses etc. for the “Works” are included in the sub-contract price. The payment of total Works Contract Tax, VAT, Turn over Tax, Service Tax etc. applicable on the total Contract value of EPI with Client shall be the responsibility of the PARTY and is included in the Sub-Contract price of the PARTY. In case EPI pays any WCT/VAT/TOT/Service Tax etc. on this project, the same shall be recovered as reimbursement from the PARTY

by deducting the same from their bills or other dues and in such cases no certificate in this regard shall be issued by EPI to the PARTY.

- 10.0 All men, materials, machinery, tools and plants, infra-structure, resources etc., as required for execution of “Works” shall be provided and arranged by PARTY for their portion of work. The amount/rate quoted in their offer by PARTY to EPI includes all charges, all direct and indirect cost of works, materials, labour, plant & equipment, all taxes, duties, levies, royalties, octroi, entry tax, VAT, WCT/TOT, service tax etc., all transportation charges including for cartage of issue material, electricity and water charges and for all expenses such as site offices expenses, labour camp, bank guarantee charges, insurance charges, EPF/CPF/ Statutory contributions, preparation of all required design & detailed engineering and all required drawings etc., facilities and other expenses whatsoever, incurred on execution, completion and maintenance of the “Works” as per ‘Tender Documents’ and their own overheads and profit etc. PARTY shall comply with all the requirements laid down as per ‘Tender Documents’ and shall un-conditionally abide by its offer quoted at pre-tender stage for execution of “Works” as per terms, conditions, specifications, drawings, documents etc. given in the ‘Tender Documents’ for the completion, handing over, maintenance period etc.for the project.
- 11.0 Insurance charges for insurance to be taken by EPI for the project as per contract with Client shall be borne by PARTY. The PARTY shall take insurance cover at its own cost towards Workman Compensation Act for its own workers, employees and for the Plant & Equipment deployed by the PARTY at the project site and shall furnish documentary proof of the same to EPI failing which no payments shall be released to the PARTY against work done. The PARTY shall assist EPI in follow up with insurance company in case of any claim related to PARTY’s scope of work. EPI is not liable to pay any claim of the PARTY if it is not paid by insurance company due to any reasons whatsoever.
- 12.0 The PARTY shall provide and maintain facilities as per Annexure-I of this agreement for exclusive use of EPI. These facilities and vehicles shall be the property of the PARTY at the end of the contract.
- 13.0 The initial validity period of offer of PARTY shall be one month more than the validity period of EPI’s offer to Client. The validity period of their offer shall be extended by the PARTY as and when desired by EPI.
- 14.0 Earnest Money Deposit submitted by PARTY along with their offer as security to un-conditionally abide by its offer quoted at pre-tender stage shall be kept valid for a period one month more than the validity period of EPI’s EMD/Tender to Client. The EMD is liable to be forfeited if the PARTY revokes/withdraws its offer during its validity or extended validity period of offer. In case of revocation/withdrawal of offer by PARTY after signing of this agreement and during its validity or non-start of work within stipulated time and non submission of performance security/any other security etc. if required to be submitted by the PARTY to EPI after award of

work, EPI shall have the option to forfeit the EMD and get the work executed at the risk & cost of the PARTY. The decision of EPI in this regard shall be final & binding on PARTY.

- 15.0 In the event of award of “Works”, PARTY shall submit to EPI, Bank Guarantees from a Scheduled Bank towards mobilization advance, performance, retention money, security deposit etc. as required by EPI/Client/local authorities as per conditions of the ‘Tender Documents’ (in the prescribed proforma of EPI) in favour of EPI, for PARTY's portion of work. In case any initial cash deposits are to be made to the Client, the same shall be made by EPI and PARTY in proportion to their respective value of the contract.
- 16.0 After award of the “Works”, Financing / Bank charges for guarantees to be furnished to Client by EPI, which have to be paid for the entire contract as a whole shall be shared between EPI and PARTY in proportion to their respective value of the contract. In case the PARTY does not require mobilization advance (if payable by the Client as per terms of contract) from EPI for its portion of work, the PARTY shall not have to share the bank guarantee charges for mobilization advance.
- 17.0 Each party shall bear its own expenses for preparation and submission of bid. In case of non-award of the project to EPI by Client due to any reason, the PARTY shall have no claim whatsoever on EPI.
- 18.0 All the cost of travel, lodging, boarding etc. towards visits by Client, their Consultant etc. to the manufacturing units/works for the inspection of materials, equipment etc. under the scope of work of PARTY shall be borne by the PARTY if applicable under the contract between EPI and Client.
- 19.0 Payments as and when received by EPI from the Client for PARTY's portion of work shall be released to PARTY within seven working days of its receipt by EPI as per Annexure-II including mobilization advance etc. if any, and after deducting any recoveries towards facilities as given in Annexure-I and other recoveries. Secured advance if provided as per terms of the contract of EPI with Client and if paid by the Client, shall also be paid to the PARTY within seven working days of its receipt from Client without any deduction towards EPI's markup. Recovery/Adjustment of the Mobilisation advance and Secured advance shall be as per the terms of EPI's contract with the Client.

The final bill payment to the PARTY shall be released only after receipt of corresponding payment from Client and after PARTY submits Sales Tax clearance certificates, EPF clearance certificate, all other clearances, approvals, certificates etc. as per agreement of EPI with the Client for the “Works” and as per statutory requirement.

The PARTY shall have no claim on EPI in case the payments are delayed by the Client due to any reason whatsoever.

- 20.0 Escalation, if any, payable under the main contract with Client for PARTY's portion of work shall be released to PARTY by EPI proportionately as and when paid by the Client to EPI. Otherwise, the prices of PARTY shall be firm and fixed till the completion, handing over, maintenance period etc. of the contract. Payment of all extra/ substituted/ variation items etc. related to PARTY's scope of work admitted and paid by Client, if any, shall also be made by EPI to PARTY proportionately. Any claim by PARTY, if not paid by the Client, whatsoever be the reason shall not be admissible against EPI.
- 21.0 The PARTY shall be fully responsible to complete the "Works" in workmen like manner to the satisfaction of Client and EPI by maintaining high standard of quality and precision as per 'Tender documents', Agreements, Terms & Conditions, Specifications, Drawings etc., within contractual completion period and within their quoted rates/amount. In case Client reduces or increases scope of work related to PARTY's portion of work, the same shall be binding on PARTY and the PARTY has to execute the same at rates paid by the Client less EPI's markup.
- 22.0 In case PARTY is awarded the "Works" and fails to execute the same as per agreed schedule of progress of work and as per specified quality and/or lags behind in activities required for timely completion of "Works", as determined by EPI/Client, then EPI shall give 15 days written notice to PARTY to achieve the specified quality and/or to deploy adequate resources to the satisfaction of EPI, for timely completion of "Works". Upon expiry of the notice period, if PARTY fails to achieve specified quality and/or fails to take action for timely completion of "Works", then EPI shall have option to withdraw the remaining work partly or in full from PARTY and get the same executed at the risk and cost of the PARTY from alternative agency/agencies besides encashment of the guarantees submitted by the PARTY to EPI. The decision of EPI in this regard shall be final and binding on the PARTY.
- 23.0 The PARTY shall post adequate competent engineers and supervisory staff at site for day-to-day execution and supervision of its works etc. during the entire duration of the contract including maintenance/defect liability period. The minimum number and level of engineers, supervisors and other personnel to be deployed by the PARTY should be as directed by EPI. In case the PARTY fails to deploy adequate number of personnel at site/office, EPI after giving seven days notice shall engage the required personnel solely at the risk and cost of the PARTY and debit the cost of the same to the account of PARTY. EPI shall exercise overall management, monitoring and coordination of project. EPI shall not post any staff during maintenance/defect liability period for which the PARTY shall make suitable arrangement to the satisfaction of EPI/Client.
- 24.0 In case the project execution is delayed beyond the contractual scheduled completion period due to reasons attributable to the PARTY, the staff and site office expenses of EPI for extended period shall be paid by the PARTY to EPI at the rate of Rs..... per month. This shall be in addition to the facilities provided

by the PARTY to EPI and the Liquidated Damages/compensation for delay/Penalties etc. if any, levied by Client. The decision of EPI in this regard shall be final & binding on the party.

- 25.0 The PARTY shall be responsible for timely completion of the “Works” within the contractual completion period. Total Liquidated Damages/Compensation for delay, if any imposed/deducted from EPI’s bills by Client shall be recovered from PARTY’s bills or other dues.
- 26.0 The PARTY confirms that it holds EPF Code number, CST-TIN, VAT-TIN/Sales tax on Works contract number, Service tax registration number, PAN (Permanent Account Number of Income Tax) etc. and shall be responsible for depositing EPF subscription and contribution for labour and staff employed by it on the “Works” and Service tax, other taxes, duties and dues etc. as per statutory requirements and documentary evidence of same shall be provided to EPI. The PARTY shall also be responsible for labour welfare and for arranging labour and other licenses/ permits/ clearances etc. for the project at their own cost. In case EPI has to take labour license or and other licenses, all expenditure towards the same shall also be borne by the PARTY. The PARTY shall comply with all the requirements as per labour laws/acts. All the records in this regard shall be maintained by PARTY as per statutory requirements and rules and shall be produced by the PARTY on demand if required.
- 27.0 The PARTY shall be responsible for obtaining all approvals from Client with regard to quality of materials & workmanship and measurements etc. for their portion of work. All such approvals shall be in the name and title of EPI. The PARTY shall be responsible for reconciliation of issue material with Client, if any. Any shortfall in issue materials shall be made good / recovered from PARTY as per terms of EPI’s contract with the Client.
- 28.0 The PARTY will not deal directly with Client and all the correspondence in matters regarding bills, claims, interpretation of the specifications, conditions and all matters related to the contract with Client, Client’s Consultants, all other agencies including Government and Statutory bodies etc. shall be done through EPI only. PARTY shall prepare and submit expeditiously all bills, claims, details, clarifications, documents, information, etc. as required by EPI/ Client for proper execution and successful completion of the “Works”.
- 29.0 Issues related to interpretation and claims, if any, related to PARTY's scope of work, arising out of contract between EPI and Client shall be referred with full justification by PARTY to EPI for settlement with Client including arbitration with Client, if inescapable, and outcome of such a settlement shall be binding on PARTY. EPI at its option may associate the PARTY in the above process of settlement for PARTY's portion of work. The cost & expenses on arbitration with Client shall be shared by EPI and PARTY in proportion of PARTY's offer and EPI's mark up towards its overheads & profits. In case the award/settlement with the Client is in favour of EPI, ninety percent of the award/settlement amount shall be shared between EPI and PARTY in proportion of PARTY's contract price with EPI and EPI's mark up towards its overheads & profits. The balance ten percent of the

award/settlement amount shall be retained by EPI towards its administrative charges. In case the award/settlement is against EPI, the entire damages/counterclaims imposed, if any, shall be borne by PARTY alone and the PARTY shall have no claim whatsoever against, EPI in such a settlement. Further, EPI shall have no liability towards any claim of the PARTY, which are not paid by the Client.

- 30.0 If desired by EPI, PARTY shall be available/associate with EPI in meetings/negotiations with EPI/Client for its portion of work. PARTY shall furnish all information and clarifications as and when required by EPI/Client. The PARTY shall abide by any modifications/changes etc. in tender prices, terms & conditions for its portion of work, agreed by it during negotiations with Client/EPI. Each party shall bear its own expenses for these purposes.
- 31.0 In case of non-approval of PARTY's association for the Project by the Client and/or by the Corporate office of EPI due to any reasons whatsoever at any stage of the "Works", the PARTY shall have no claim on EPI.
- 32.0 Income tax shall be deducted as per income tax act as applicable.
- 33.0 The PARTY shall plan and execute the "Works" in his scope of work in such a manner that the other works, connected with the "Works" of the PARTY, but not included in PARTY's scope of work, do not get affected/delayed.
- 34.0 The PARTY shall deploy sufficient plant & equipment of the required capacity and in good working condition for completion of the works in stipulated time with required quality. The equipment should either be owned by the PARTY or hired/leased. The deployment of equipment by PARTY shall be as decided by EPI and the same shall not be less than the minimum deployment stipulated by the Client, if any, for execution of "Works" and as per schedule agreed with EPI. The PARTY shall make arrangement for regular maintenance including preventive and breakdown maintenance and maintain stock of essential spares at site/near to site so as to ensure minimum breakdown time of equipment. The equipment once brought to site shall not be allowed to be removed without the consent of EPI. In case the PARTY fails to deploy sufficient equipment to the satisfaction of EPI or in case of prolonged breakdown of equipment, EPI at its sole discretion shall arrange the required equipment and debit all the related costs including ten percent overheads of EPI and shall recover the same from the due payments of PARTY, including from its bank guarantees available with EPI.
- 35.0 EPI shall provide following equipment to the PARTY on hire for exclusive use for the "Works" at the terms and conditions given below: -

Sl. No.	Equipment Description	Minimum Duration	Hire charges per month (Rs.)

The equipment shall be provided by EPI to PARTY on “as is where is” and “ as is what is” basis in working condition at its workshop at Alwar, Rajasthan or at any other site/location in India. The PARTY shall be responsible for its transportation, operator, POL, upkeep, repair, maintenance, security, safety, accidents etc. Any major repairs done on these equipment should be with prior approval of EPI. EPI does not guarantee any minimum output by these equipment and the PARTY shall be responsible for completion of “Works” within the stipulated time and quality. The equipment shall be delivered back by PARTY in good working condition to EPI at Alwar or any other site/location as decided by EPI at PARTY’s cost. The hire charges shall be payable by the PARTY to EPI for the minimum period mentioned above or actual period of use, whichever is more. The hire charges shall be charged from the date of handing over of possession of equipment to the date of delivery of equipment by PARTY to EPI at the location informed by EPI. The hire charges shall be recovered from the due payments of the PARTY.

The PARTY shall have no claim, financial or otherwise on EPI, in case EPI is not in position to provide the above equipment or withdraw the equipment in between the above-mentioned period by giving 15 days notice. In such circumstances the PARTY shall make their own arrangement of such equipment to complete the project in stipulated time. The PARTY shall be responsible for safe operation of equipment and keep EPI indemnified of any claim, expenses caused due to mishap/accidents caused by these equipment.

- 36.0 PARTY shall ensure compliance with all Central, State and Local Laws, Rules, Regulations etc. as applicable or may be applicable during the course of execution, maintenance etc. of the “Works” and shall indemnify EPI against any claim or damages whatsoever on such accounts. The PARTY shall keep EPI indemnified at all times against infringement of any Patent or Intellectual Property rights.
- 37.0 EPI is an ISO-9001 and ISO-14001 Company. The conditions of the ISO as applicable should be followed by the PARTY for implementation & maintaining the established procedures of EPI for this purpose. Following documents have been provided by EPI to PARTY & PARTY confirms receipt of the same: -
- a. Quality & Environmental policy
 - b. Objectives & Targets.
 - c. Operational control procedures - Noise.
 - d. Operational control Procedures - wastage.
- 38.0 The work executed by PARTY shall be subject to audit and quality control checks from Quality Control Division & Technical Audit of EPI, Client, Inspecting Agency of the Client and Chief Technical Examiner of Central Vigilance Commission, Govt.of India. In the eventuality of any defect/ sub standard works as brought out in the report or noticed otherwise at any time during execution, maintenance period etc., the same shall be made good by the PARTY without any cost to EPI. In case PARTY fails to rectify the defect/sub-standard work within the time period

stipulated by EPI, EPI shall get it rectified at the risk and cost of PARTY and shall recover the amount from the dues of the PARTY.

- 39.0 In case of award of the contract to EPI, the terms and conditions of this agreement shall remain valid till such time the contractual obligations and responsibilities of the “Parties” are fulfilled. A separate work order shall be placed by EPI on PARTY after receipt of award of work by EPI from Client. The contract documents of the contract signed between EPI and Client shall form part of the Work Order to be placed by EPI on PARTY upon award of “Works” by Client to EPI.

In case of re-tendering for this work by the Client, EPI can terminate this agreement at its option. The PARTY shall have no claim on EPI under such eventuality.

In case of non-award of the “Works” to EPI by Client, this agreement shall remain valid till the tender is decided and/or earnest money of EPI is returned by Client.

- 40.0 EPI has agreed to associate PARTY on the basis of details regarding experience profile, financial standing, credentials, fulfillment of statutory obligations, etc. of PARTY submitted by PARTY to EPI. In case, at a later stage even after signing of this agreement it is found that the PARTY has submitted incorrect, false details and credentials resulting in apprehensions on the capabilities of PARTY with regard to quality & timely completion of works, financial capabilities etc, EPI can terminate this agreement solely at its option. In this eventuality the PARTY shall be liable for the losses suffered by EPI and further PARTY shall have no claim on EPI, whatsoever.
- 41.0 PARTY affirms that they would keep the information relating to the ‘Pre-Tender Tie-Up Agreement’ and its details confidential and would not divulge the same to any other party without written permission of EPI.
- 42.0 The “Parties” shall make efforts to settle disputes, if any, amicably. Only if amicable settlement is not possible, the same shall be referred to the sole arbitration of the Chairman & Managing Director (CMD) of EPI or the person appointed by the CMD, EPI and the decision of the arbitrator shall be final and binding on the “Parties”. Arbitration will be according to “ Conciliation & Arbitration” clause, which is enclosed at Annexure– III.
- 43.0 All other terms and conditions shall be as per the Tender documents of Client and the same shall be applicable between EPI and the PARTY on mutatis mutandis basis. The terms and conditions of this ‘Pre-Tender Tie-up Agreement’ shall supercede the terms and conditions contained in the Tender Documents of the Client in case of variance in any condition. However, if EPI is granted some concession or exempted from certain obligations by Client, by virtue of EPI being a Public Sector Company, the same concessions / exemptions shall not be applicable to the PARTY. The decision of EPI in this regard including interpretation of terms & conditions shall be final & binding on PARTY.

- 44.0 This agreement shall be governed by the Indian Laws for the time being in force and only the Courts in alone shall have the exclusive jurisdiction to entertain and decide any matter arising out of the agreement/contract.
- 45.0 This 'Pre-Tender Tie-up Agreement' is signed in duplicate for retaining one copy each by the "Parties" and both the copies shall be taken as original.

IN WITNESS WHEREOF the "Parties" hereto have set their hands on these presents on The-----day of----- at New Delhi

PARTY

Engineering Projects (India) Ltd.

Authorized Signatory

Witnesses:

- | | |
|----|----|
| 1. | 1. |
| 2. | 2. |

Disclaimer:

The above given terms and conditions for Pre-Tender Tie-Up Agreement are general and the terms and conditions for each tender may vary from the above given terms & conditions. Only the terms & conditions issued with a particular tender shall be applicable for that tender.

EPI shall not be liable for authorized or unauthorised, usage of the presented material and users by using the same expressly agree to indemnify EPI against any and all claims, expenses, damages and liabilities arising out of the materials by such users, including any and all direct, indirect, incidental, special or consequential damages.

FACILITIES TO BE PROVIDED BY PARTY TO EPI

Immediately on placement of LOI/Work Order (whichever is earlier) by EPI on the PARTY, the PARTY at its own cost shall provide furnished office, facilities etc. exclusively for the use of personnel of EPI as per details given below. The PARTY shall make his rates in their offer sufficiently comprehensive to cover the cost of the facilities as per details shown below and the PARTY shall not be entitled for any extra payment for the same:

DESCRIPTION	
A) OFFICE ACCOMMODATION Furnished Office/ Office cum Residential accommodation at one or more locations as per direction of EPI with basic amenities like Toilets, Drinking water arrangement, lights, fans etc. for exclusive use of EPI's Engineers & Staff and maintenance of the same till Defect Liability Period. The Specifications and Design of accommodation shall be as approved by EPI.Sq.ft
B) FURNITURE OF TOTAL VALUE	Rs.....
C) OFFICE EQUIPMENT a) Fax MachineNos.
f) Air Conditioner with cooling & heating (1.5Ton Capacity) g) Aqua Guard (Drinking Water) or any other gadget of equivalent cost as decided by EPI	
b) Computer (Pentium - IV, Office Edition) with minimum 40 GB HDD along With UPS & Operator (In case Computer Operator is not provided by the PARTY, recovery of Rs. 8000/- per month / per computer shall be made from the PARTY's bills in this regard) and Latest version of Software like MS Project, Windows, MS Office etc.Nos.
c) Laser or any other Printer of equiv. Amount of A3 sizeNos.
d) Internet Facilities (If available in location of Site)Nos.
e) Refrigerator (165 ltr.) or any other gadget of equivalent cost as decided by EPINos.
h) Photocopy Machine ((CANON NP 3050 or equivalent model) or any other gadget of equivalent cost as decided by EPINos.
D) CONSUMABLES a) All consumables like Stationary, ink etc. shall be provided by PARTY till end of defect liability period. (Stationary items are inclusive of visiting cards, rubber stamps, letter pads, photocopies, photocopy papers & other items of daily office use). Amount shall be restricted to:	Rs. per month
b) Running & Maintenance of the equipment mentioned above are to be done by the PARTY at his own cost.	As per Actual

E) TELEPHONE WITH STD FACILITY AND INSTRUMENT a) Office Telephone (Fixed Line)No. b) Mobile PhoneNo. Monthly operational expenditure on account of all telephones shall be restricted to. The cost of each Mobile Phone Instrument shall be restricted to Rs 6, 000/-	 Rs.per Month
F) VEHICLE (Brand New) Brand New Four wheel drive Scorpio DX vehicle or equivalent with Driver and accessories valuing Rs. 30,000/- each vehicle	 Nos.
Monthly running shall be restricted toKms. (each vehicle)
G) OFFICE BOY CUM COOK on Full time basis for EPINos.

The vehicles shall be brand new and shall be provided with driver on full time basis. Consumables like diesel/petrol/oil lubricants and spare parts etc. shall be provided by the PARTY at their cost. The vehicles shall be maintained in good working condition. In case of breakdown, replacement of vehicles shall be provided by PARTY immediately. The cost of registration, transportation etc. shall be borne by the PARTY. In case a vehicle is not required by EPI, a recovery of Rs. 30,000/- per month per vehicle shall be made from the PARTY for this purpose till the end of defect liability period. In case Driver, POL, maintenance of any vehicle is not required by EPI for any vehicle, a recovery of Rs. 20,000.00 per month per vehicle shall be made from the PARTY for this purpose till the end of defect liability period.

The above gadgets and facilities should be brand new and of reputed make and all facilities shall be provided and maintained properly (including payment of water & electricity bills etc.) by the PARTY at Project site or at any other office related with execution of this project till completion of work, handing over, defect liability period in all respect at his own cost. The PARTY shall also make stand-by arrangement for water & electricity to ensure un-interrupted supply. The equipment/items shall be the property of PARTY at the end of contract. The PARTY shall be responsible for watch and ward of site office and other facilities etc. In case of theft/damage of any equipment/items, the PARTY shall immediately replace the same within a maximum period of two days.

The PARTY shall provide 'Sign Board(s)' as per design approved by EPI and/or Client.

In case the above facilities are not provided by the PARTY within 10 (ten) days of award of work or replacement is not provided within the specified period, EPI shall arrange the same at the risk and cost of the PARTY and make the recoveries from the bills of the PARTY for the same. The decision of EPI shall be final and binding on the PARTY in this regard.

CONCILIATION AND ARBITRATION

Before resorting to arbitration as per the clause given below, the parties if they so agree may explore the possibility of conciliation as per the provisions of Part-III of the Arbitration and Conciliation Act.1996. When such conciliation has failed, the parties shall adopt the following procedure for arbitration:-

1. Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitration of the Chairman and Managing Director (CMD) of Engineering Projects (India) Limited(EPI), or any other person discharging the functions of CMD of EPI and if CMD or such person discharging the functions of CMD of EPI is unable to act, to the Sole Arbitration of some other person appointed by the CMD of EPI or such other person discharging the functions of CMD of EPI. There will be no objection if the arbitrator so appointed is an employee of Engineering Projects (I) Ltd. However, such an employee shall not have directly dealt with the said contract or the works there under on behalf of EPI. Such Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.
2. If the arbitrator so appointed resigns his appointment, is unable or unwilling to act due to any reason whatsoever, or dies, the Chairman & Managing Director aforesaid or in his absence the person discharging the duties of the CMD of EPI may appoint a new arbitrator in accordance with these terms and conditions of the contract, to act in his place and the new arbitrator so appointed may proceed from the stage at which it was left by his predecessor.
3. It is a term of the contract that the party invoking the arbitration shall specify the dispute/differences or questions to be referred to the arbitrator under this clause together with the amounts claimed in respect of each dispute.
4. The arbitrator may proceed with the arbitration ex-parte, if either party, in spite of a notice from the arbitrator, fails to take part in the proceeding.

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5. The work under the contract shall continue, if required, during the arbitration proceedings.
6. The Arbitrator shall make speaking Award and give reasons for his decision in respect of each dispute/claim alongwith the sums awarded separately on each individual item of dispute or difference or claims. The Arbitrator shall make separate award on each reference made to him.
7. The award of the arbitrator shall be final, conclusive and binding on both the parties.
8. Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings and Arbitrator shall publish his Award accordingly.

Note: Notwithstanding anything contained here in above, this clause shall not be applicable where the dispute is between EPI and another Public Sector Enterprise or Govt. Department for which a separate Arbitration Clause is provided vide Clause No. A given below:-

A. ARBITRATION BETWEEN PUBLIC SECTOR ENTERPRISES
INTERSE/GOVERNMENT DEPARTMENTS.

1. In the event of any dispute or difference relating to the Interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration as per the Instructions(Office Memorandums/Circulars) issued by Govt. of India from time to time with regard to arbitration between one Govt. Deptt. and another, one Govt. Deptt and a Public Sector Enterprise and Public Sector Enterprises interse.
2. Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in arbitration shall be as is contained in D.O. No. DPE/4(10)/2001-PMA-GL-I dated 22/01/2004 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises or any modification issued in this regard.