

SBI/IFB-ND/AMT-V/2023-24/188

Date: 16.10.2023


**R K Associates Valuers & Techno
Engineering Consultants Pvt Ltd**
G-20, 3rd Floor, Preet Vihar,
Vikas Marg, New Delhi - 110092

Dear Sir / Madam,

**Engagement of Lender's Independent Engineer
Commercial Advances - JGN Sugar And BioFuels Private Limited**

1. We are glad to appoint you as Lender's Independent Engineer to undertake monitoring assignment of M/s JGN Sugar and BioFuels Private Limited banking with us.
2. This letter (the "Engagement Letter") sets out the scope of services and the terms of engagement.
3. Scope of work: The Monitoring Agency shall perform as per the scope of work (provided under Annexure-A) set out at the time of assignment of task in relation to the above Company / Firm. You are requested to conduct the monitoring on a continuous basis for period starting from 30 Oct 2023 onwards till 30 October 2024 and submit your comprehensive report to the undersigned
4. The Lender's Independent Engineer report shall reveal the true and fair assessment keeping in view all the factors relating to operations of the borrowal entity. Any constraints faced during the course of audit resulting in inability to cover / look into the areas mentioned in the scope of work shall be highlighted / mentioned in the report submitted.
6. The Lender's Independent Engineer report is to be submitted as per format acceptable to the Bank.
7. Fees and Billing Schedule: Applicable fees and the billing schedule are set out in Annexure-B attached and form an integral part of the Engagement Letter. We shall pay all your fees in connection with the performance of the scope of work set out in this Engagement Letter.
8. General Terms And Conditions of Engagement: The General Terms and Conditions are attached as Annexure-C and form an integral part of this Engagement Letter.
9. In the event your opinion/report turns out to be untrue and factually incorrect causing loss to the Bank, we may seek such clarification as may be required to investigate the matter and fix accountability if it is established that there was gross negligence on your part or you had colluded with the customer in causing pecuniary damage/loss to the Bank, we will be at liberty to initiate appropriate action against you and may report the same to self-regulatory professional bodies like ICAI/ICWA, Institute of Valuers, Institute of Engineers, etc., for taking appropriate action.
10. Acceptance of Terms: We shall be grateful if you would confirm your agreement to the terms of this Engagement Letter, including those contained in appendices / annexures to this letter, by signing and returning one copy of this letter within 10 days of this letter. In case your letter of acceptance does not reach us within the above period the same stands automatically cancelled.
11. In addition to the above based on the information provided by you or from others, additional monitoring report may be sought and to be provided. The Bank shall also have the option to seek additional clarifications towards reports submitted / work assigned.

Yours faithfully,



Relationship Manager (AMT-V)



\\We Accept\\

**For R K Associates Valuers & Techno
Engineering Consultants Pvt Ltd**



Authorized Signatory

Scope of Lender's Independent Engineer

1. Review of project implementation programme, expenditure schedule at the site, to achieve the projected project implementation schedule in line with Techno Economic Viability Study bearing reference no. K&A/AAK/LDA/LDA/BJD-AAK/23-24/MF1286 dated 11 Aug 2023 (copy enclosed).
2. Review of adequacy of the arrangements made at site in terms of manpower, machinery, equipment and other resources, to achieve the projected implementation schedule.
3. Review, assist and report about the progress of work, vis-a-program of project implementation and milestone dates specified in contract / agreement with project vendors.
4. Review and monitor quality control carried out and safety measures being followed during construction.
5. Monitor adherence to environmental regulation and report on any present / future risks that arise during project implementation and its impact on project.
6. Bring to the notice of lenders of any occurrence of event which may lead to force majeure event or any other factor which may lead to time or cost overrun.
7. Review the status of necessary approvals, permits licenses, project completion certificates, certifications of bills raised, etc. as may be required by the Company for implementation of the project and monitor their timely receipt.
8. Advise the lenders on the warranty / other claims required to be raised by the Company on vendors.
9. Advise the lenders on the possible corrective steps, that may be taken by the Company independently or with the support of the lenders, to improve the performance at the project sites.

\\We Accept\\

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Fees and Billing Schedule

Particular	Amount
Certification towards Date of Commencement of Commercial Operations (DCCO) for the phase I scheduled on 31 October 2023	Rs.25000/- (exclusive of GST)
LIE Reports for period ending 31 January 2024	Rs.40000/- (exclusive of GST)
LIE Reports for period ending 30 April 2024	Rs.40000/- (exclusive of GST)
LIE Reports for period ending 31 July 2024	Rs.40000/- (exclusive of GST)
LIE Reports for period ending 31 October 2024 with certification towards Date of Commencement of Commercial Operations (DCCO) for the phase II scheduled on 31 October 2024	Rs.55000/- (exclusive of GST)

- a) The fees will be paid in line with report submission frequency.
- b) The fee will be paid directly by Bank and LIE should raise bills in the Bank's name containing inter-alia vendor GSTIN and the Bank GSTIN.
- c) The fee quoted by the ASM will be exclusive of the "Out of Pocket Expenses" borne by the agency. In assignments requiring outstation travelling and undertaking the task outside the centre, actual tickets up to AC-II tier / Car or Bus charges (for places where train facility is not available, maximum tickets of AC-II tier shall be reimbursed) and Rs.300/- per day respectively may be considered for reimbursement.
- d) The company under monitoring would not arrange for any type of conveyance/boarding etc. The out of pocket expenses would be paid subject to maximum cap of 10% of the basic quotation submitted.



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GENERAL TERMS AND CONDITIONS**1. Applicability:**

- i. The LIE will perform the services in accordance with the applicable standards of professional conduct.
- ii. The LIE shall provide the services to the Client as an independent entity and not as the Company's employee, agent, partner or joint venture.
- iii. LIE shall give specific declaration that they have not been associated with the Company / Firm in the past for loan syndication / LIE / TEV / Statutory Audit / Consultancy in the last five years. ASM will also undertake not to engage with the company / Firm in any capacity during the course of engagement as LIE.

2. Scope of Work/Services:

LIE shall provide the services to the Bank / Client as set out in the Engagement Letter. Any Variation / modification / amendments shall be in writing and duly accepted by the concerned parties.

3. Term:

The engagement will come into effect at the moment the LIE confirms the Engagement Letter in writing. Unless terminated sooner in accordance with the terms of the Engagement Letter, the engagement shall terminate on the completion of the services.

The engagement may be terminated by either party at any time, with or without cause, by giving written notice to the other party of not less than thirty (30) days before the effective date of termination; provided that, in the event of a termination for cause, the party in breach shall have the right to cure the breach within the notice period.

4. Confidentiality:

The LIE shall not disclose any confidential information to any third party.

\\We Accept\\

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