

 <p>Indian Bank</p> <p>ALLAHABAD</p> <p>Phone/दूरभाष: 011-23342104, 23342790, 23366832</p> <p>Fax /फैक्स: 011- 23342102</p> <p>Email/ईमेल.: corporatebranch.delhi@indianbank.co.in</p> <p>IB/LCB/JKCL/ 2024-25</p>	<p>कॉर्पोरेट शाखा, नई दिल्ली 17, भूतल, संसदमार्ग, नई दिल्ली-110 001 Corporate Branch, New Delhi 17, Ground Floor, Parliament Street New Delhi - 110 001</p> <p>20.03.2025</p>
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The Vice President
RK Associates Valuers and Techno Engineering Consultants Pvt Ltd
Corporate Office, D-39, 2nd Floor, Sector-2
Noida, UP - 201301

Dear Sir,

Sub: Appointment of Lenders Independent Engineer (LIE) to avail engineering consultancy services in A/c JK Cement Ltd for proposed capacity expansion at Panna and Hamirpur Units

We are pleased to appoint you as the Lenders Independent Engineer (LIE) for our valued client M/s JK Cement Ltd which has been sanctioned term loan facilities by consortium led by our Bank for Grey Cement Expansion at Panna and Hamirpur Units for additional capacities.

Broadly the scope of work will be as under;

1. The project will be monitored on a quarterly basis through successful construction completion.
2. To determine progress achieved by the project. Monitor deviations in project progress, if any. Suggestions, if any, for improving the same.
3. After every visit, prepare a report outlining all activities completed and those scheduled for the coming and an independent assessment of the status.
4. Provide certificates to the lenders confirming that the project has achieved mechanical completion and submit project completion certificate, certifying that the plant has been fully accepted and has entered commercial operation.
5. Perform such other services as requested by the lenders and mutually agreed by the parties and lenders.

The fees pertaining to your assignment to act as LIE for the project will be borne by the company.

The appointment letter is issued in duplicate. A duplicate copy of this appointment letter is to be returned duly signed by the authorized signatory as token of acceptance of scope of work.

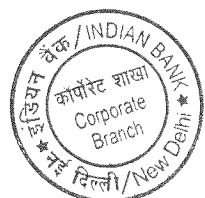
Yours faithfully,

Assistant General Manager

Accepted the scope of work as stipulated in Annexure.

Signature with Seal

Encl: Scope of Work



Annexure-I
LENDER'S INDEPENDENT ENGINEER

SCOPE OF WORK

The Scope of Work is divided into the following:

Construction Monitoring (From First Disbursement till COD)

The LIE will conduct quarterly on-site visits for observations of the work in progress to determine that the Project is proceeding in general accordance with the Project schedule and that the Construction work is accomplished in accordance with the technical specifications (including, but not limited to the IC reports) which will include:

A. Construction Schedule: LIE shall review the projected construction program, expenditure schedule and adequacy of the arrangements made at the site to achieve the projected construction schedule on a quarterly basis.

B. Drawdown Schedule: LIE will review the payment schedule appended to the project contracts and comment on whether each cash drawdown amount is consistent with the project schedule and project contract requirements.

LIE will review the Company's Loan Requisition Certificate and supporting documentation. The LIE will also review actual budget and schedule against contract budget and request changes or supplemental information as required to approve draw down request. The LIE shall certify the capital cost incurred and approve request for disbursements during construction.

C. LIE will obtain from the Company, the status/condition of development work in the project.

D. LIE shall review, assist and advise about the progress of work on a quarterly basis, vis-à-vis program of construction and milestone dates specified in the concession agreement;

E. LIE shall review progress related to utilities shifting and removal of encroachments along the carriageway and other acquired land; LIE will also review the progress and status of the rehabilitation and resettlement work for conformity with the schedule for the same.

F. LIE shall review adherence to environmental regulations and report on any present / future risks that arise during Project implementation;

G. LIE shall bring to the notice of the Lender of the occurrence any event, which may lead to a Force Majeure event as laid down the concession agreement;

H. Review of Permits and Licenses: LIE shall review the status of necessary approvals, permits, licenses, project completion certificates as may be required by the company for implementation of the Project.

I. LIE will report instances of under-performance (if any) by the contractors, resulting in delay in implementation and other events necessitating liquidated damages/penalties etc. to be charged.

J. LIE will review compliance by the Project Company of its obligations under the concession agreement and other agreements.

K. LIE will comment on completion of punch list including tentative timelines, related pending issues etc. as compared to the construction contract. The LIE will verify that the facility is ready to start and submit its comments on Project Completion Certificate.

L. LIE shall provide recommendations regarding remedial measures for identified deficiencies.

Land Acquisition & Utility Shifting:



The LIE will review the status of the land acquisition & utility shifting for construction and operation of the facility & related approvals. The LIE shall provide recommendations regarding remedial measures for identified deficiencies.

Utilities Arrangement:

The LIE will review and comment on the arrangement for water and electricity during the construction period.

Project Management:

The LIE shall review and comment upon the adequacy and reasonableness of the proposed project co-ordination and monitoring systems. The LIE shall provide recommendations regarding remedial measures for identified deficiencies. Project Management & services expenses would be on a cost plus basis and the LIE shall examine upon the reasonability of these expenses.

Verification/confirmation of **compliance of Conditions Precedent** of the Concession Agreement, Loan Agreements and any other Project related Agreement that the Company has entered into with reference to construction and physical progress/smooth implementation of the project.

Comments / Observations regarding any other aspects/ issues considered relevant by the LIE for the project.

Work Product

1. LIE will issue a Drawdown Certificate covering their recommendation on the request for drawal of loan funds submitted by the Company.

2. After every visit, the LIE would prepare a progress report outlining all activities completed and those scheduled for the coming visit and an independent assessment of the status.

LIE report will include:

1. Facility design versus actual construction.
2. Adequacy of facility interconnection for power, water and other requirements.
 - Confirmation that required governmental permits and licenses have been obtained for construction and operation.
 - Identification and certification of cost overruns, if any.
3. Comments on time over runs, if any.
4. Verification of construction completion at various stages. Provisional Completion and Final Completion shall have the meaning ascribed to in the Concession Agreement.
5. Advising the Lenders immediately on possible problems and delays that may arise in future, to ensure timely action to prevent the problems.
6. If noticed, advise the Lenders on any dispute that arises between contractor and employer.
7. Consulting with the Lenders in advance of scheduled major inspections, tests, or start of important phases of work, including witness of major tests.
8. Attend conference calls, meetings etc. and brief the lenders as needed.

Report Time Frame

Construction Progress Report - Quarterly; Within 10 days from the end of the relevant period

Work Product

After every visit, the LIE would prepare a monitoring report outlining performance of various project assets, deficiencies, if any, noticed by LIE etc.

LIE report will include:

- Performance of project assets,
- Confirmation that required governmental permits and licenses have been obtained/maintained/renewed for operation phase.



Report Time frame

Project Monitoring Report - Quarterly; Within 10 days from the end of the relevant period

P. S.:- The scope of services provided above is not exhaustive but only indicative, and it shall be the sole responsibility of the Independent Engineer to render all consultancy and advisory services required to fulfill the respective obligations broadly envisaged herein above.

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