

REFER ANNEXURE-3A1-1

**LOI and successful operation certificate from M/S. Northern Coalfields
Limited towards Bidder's Reference Plant-1**

संविदा प्रबंधन प्रकोष्ठ /Contract Management Cell



CIN- U10102MP1985GOI003160

An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company

पोस्ट- सिंगरौली कोलियरी, जिला- सिंगरौली, म.प्र., पिन 486889/ Post- Singrauli Colliery, Distt- Singrauli, M.P. PIN-486889

Phone: 07805- 266671, (FAX) 266640 email: gmcnc.ncl@coalindia.in website : www.nclcil.in

Ref.No.: NCL/SGR/CMC/AML-RLS/ LOA/20-21/40

Date: 31.01.2021

To,

M/s HAMTeK TECHNOLOGIES INDIA PVT LTD,
H.No: 8-2-293/82/F/B-23, Road No.8, Film Nagar,
Jubilee Hills, Hyderabad – 500 096.
Tel: 07680888811/19, Tele/Fax: +91 40 23355595,
Email: hamtekindia@gmail.com.
mktg@hamtekindia.com

Sub: Letter of Acceptance (LOA) / Work order for the work of : "Planning, Design, Engineering, Construction, Fabrication, Erection, Supply, Installation, Testing, Trial Run and Commissioning of Coal Handling Plant Wharf Wall Siding (2.0 MTPA) for Amlohri OCP consisting of all Civil, Structural, Electrical and Mechanical Works and all other accessories and facilities required to make it complete in all respects on turnkey basis and Operation & Maintenance of plant for five years.."

Ref: 1. NIT No. NCL/SGR/CMC/AML RLS/20-21/260 Date: 02.11.2020

2. Tender Id : 2020_NCL_186918_1

3. Your submitted bid with Bid ID: 578891 along with confirmatory documents on www.coalindiatenders.nic.in

Dear Sir,

With reference to above, this is to communicate the approval of the Competent Authority for award of the subject work to M/s HAMTeK TECHNOLOGIES INDIA PVT LTD for an amount of Rs. 140,83,30,000.00 including GST@18%. This involves Capital works of Rs. 127,85,30,000.00 (including GST@18%) and Revenue works (operation and maintenance for 05 years) of Rs. 12,98,00,000.00 (including GST@18%)., subject to the following terms and conditions:

1. PERFORMANCE SECURITY DEPOSIT (PSD) / SECURITY DEPOSIT

You have to deposit a sum of Rs. 7,04,16,500.00 (Rupees Seven crores four lakhs sixteen thousand five hundred only) only within 21 days of issuance of LOA, as per Clause No. 3 'Contract Performance Guarantee/ Security Deposit' of General Terms & Conditions of Contract of the NIT.

Work shall commence only after submission of Performance Security. In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work shall be cancelled with forfeiture of the bid security/earnest money.

All running on Account bills shall be paid at 95% (ninety five percent) of the executed work value. This 5% (Five percent) deduction towards Retention Money will be the second part of Security Deposit.

Yeju
Lakshmi
Nagaratnam

Digitally signed
by Yeju Lakshmi
Nagaratnam
Date: 2025.08.28
18:52:11 +05'30'

30.3.



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2. Goods & Service Tax :

The payment of the Goods & Service Tax shall be governed as per the Terms and Conditions of the NIT / Tender document.

3. Contract Period:

The contract period for this work shall be 2373 days from the date of commencement which shall be reckoned from the expiry of 30 (thirty) days from the receipt of this Letter of Acceptance (LOA) / Work order or from the 7th day of handing over of the site, whichever is later.

2373 days shall comprise of:

- (i) 548 days for Construction including Trial Run, PGT & Commissioning of the Plant
- (ii) 1825 days (05 years) for Operation & Maintenance of Plant during Defect Liability Period,

The date of uploading of this Letter of Acceptance / Work order on e-Procurement Portal (www.coalindiatenders.nic.in) shall be treated as the date of receipt of this LOA / Work order by you.

4. Price Variation (Escalation/De-escalation) :

- (a) That the contract price shall remain firm without any price variation due to escalation for the portions of survey, geo-engineering investigations, design and engineering and supply of equipments, plant and machineries as envisaged in the scope of work and the price agreed thereon as per the contract except the statutory increase/decrease in taxes and duties such as GST, GST (Compensation to State) Cess etc.
- (b) That for the portions of Civil and Structural Works and Erection and commissioning Works of the Plant and machineries, the Price Variation due to Escalation shall be in compliance with Cl.No.2 of Additional Terms & Conditions of Contract (Price Variation Clause).
- (c) That the base date for working out Escalation/De-escalation is 10.12.2020 i.e. the last date of submission of bid.
- (d) That the ceiling on price variation due to escalation covered under clauses mentioned hereinbefore on the contract, limited to 10% of that portion of Contract Price for which price variation is applicable.

Specification/Quantity as per BOQ / NIT to be strictly complied/adhered to and the same should be linked to payment schedule as per clause 41 of the NIT so that the variation does not have a bearing on the schedule of work as envisaged.

5. EMPLOYMENT OF LABOUR:

The provisions / guidelines as incorporated in the NIT and Bid Document with regard to "Employment of Labours" and the wages & others to be paid shall be followed.

30.11.20

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6. **INSURANCE:** That you have to take necessary insurance policies required for this work, in compliance with the provisions of NIT and Bid Document, in the joint name of Northern Coalfields Limited (NCL) and the Contractor, M/s HAMTeK TECHNOLOGIES INDIA PVT LTD.
7. **SAFETY:** That you will be responsible for any damage resulting from your operations. You will also be responsible for protection of all persons including members of public and employees of the NCL and the employees of other contractors and sub-contractors and all public and private property including structures, buildings, other plants and equipment and utilities either above or below the ground. You will ensure provision of necessary safety arrangement/equipment such as barriers, sign-boards, warning lights and alarms, etc. to provide adequate protection to persons and property. You will be responsible to give reasonsbale notice to the Engineer-in-Charge and the owners of public or private property and utilities well in advance, when such property and utilities are likely to get damaged or injured during the performance of your works and shall make all necessary arrangements with such owners, related to removal and/or replacement or protection of such property and utilities.
8. An Amount of 1% (one percent) of the work value payable to the contractors will be deducted from all Bills towards the worker's welfare under Building and other Construction Worker's Welfare Cess Rules'1998 and Building and other Construction Worker's Welfare Cess Act'1996 (As applicable in the States).
9. That the matters relating to any dispute or differences arising out of this work order and subsequent contract agreement entered, based on this tender and work order shall be subject to the jurisdiction of District Court, Waidhan (Singrauli) Madhya Pradesh only.
10. That you have to submit a detailed PERT network within the time frame agreed as per NIT consisting of adequate number of activities covering all key phases of the works such as design, procurement, manufacturing, shipment, field erection activities etc. within fifteen (15) days after the date of acceptance of tender in compliance with Clause No.6 of General Terms & Conditions of Contract.
11. That the Engineer-in-Charge (EIC) for this work will be Area General Manager, Amlohri project, NCL certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-in-charge/Designated Officer-in-charge may further appoint his representatives i.e. another person / Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-in-charge/Designated Officer-in-charge.
12. No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principal employer for engagement of sub- contractors in part work/piece rated work.
13. That the Paying Authority for this work will be the Area Finance Manager, Dudhichua NCL.
14. Schedule of Quantity / BOQ for this work is enclosed.
15. That you have to submit the following documents within 30 days of issue of this LOA/Work Order for execution of Agreement:

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- i. PSD amounting to Rs. 7,04,16,500.00 (Rupees Seven crores four lakhs sixteen thousand five hundred only) as per Cl. No.1 of LOA i.e. within 21 days.
- ii. Non Judicial Stamp Paper of Rs. 500.00
- iii. Site handover and takeover certificate, jointly signed by Engineer-in-Charge and the Contractor.
- iv. Labour License as per Contract Labour (Regulation & Abolition) Act, 1970.
- v. Insurance Policy certificates (Worker's Compensation Policy & All Risk Policy) duly pledged in the name of NCL.
- vi. CMPF / EPF Registration certificate.
- vii. Valid H.T. Electrical Contractor's license
- viii. Detail Time and Progress Chart, jointly signed by Engineer-in-Charge and the Contractor.
- ix. List of Technical & Supervisory Personnel to be deployed for execution of the work.
- x. Integrity Pact on Non Judicial Stamp Paper of Rs. 500.00
- xi. Copy of PAN card
- xii. Copy of GST Registration Certificate
- xiii. Copy of Memorandum and Article of ssociation alongwith Power of Attorney and Board Resolution.
- xiv. E-payment Mandate form as per NIT
- xv. Any other document, if required, as per NIT / Tender document.

16. All other terms and conditions as detailed in the NIT and Bid Document and subsequent clarifications made thereof with regard to bidder's queries and uploaded on e-Procurement portal shall be followed and form an integral part of the contract agreement.

Enclosure: Schedule of Quantities / BOQ.

For further instructions, please contact Area General Manager, Amlohri NCL.

Yours faithfully

31.1.2021
General Manager (CMC)

Copy for kind information to:

1. CMD, NCL
2. Director (Technical)/Operations
3. Director (Technical)/P&P, NCL
4. Director (Finance), NCL
5. CVO, NCL

Distribution:

1. GM, Amlohri project
2. HOD, Board Secretariat.
3. GM (E&M) / HOD, NCL
4. GM, CP NCL

Yeju
Lakshmi
Nagaratnam

Digitally signed
by Yeju Lakshmi
Nagaratnam
Date: 2025.08.28
18:53:11 +05'30'