

LETTER OF AWARD

Reference No.: APJL/UTH/LOA/CP/01

Date: 10.03.2022

To,

M/s. Universal Test House
Ground Floor, Vikash Palace
Garikhana, Danapur cum Khagaul,
Khagaul, Patna, Bihar 801105

Kind Attn. : Mr. Manish Singh

Subject: Letter of Award for Providing services for Plate Load Test and Proctor Test at 2x800 MW Thermal Power Project at Godda Near Mali Gangta More Dist. Godda, Jharkhand

References:

1. Employer's tender enquiry for Services Through Ariba dated 09.03.2022.
2. Contractor's initial offer Through Ariba dated 09.03.2022.
3. Employer's RFQ Through Ariba dated 09.03.2022 for terms & conditions.
4. Contractor's acceptance on terms & conditions Through Ariba dated 09.03. 2022.
5. Contractor's final offer Through Ariba dated 10.03. 2022.

Dear Sir,

With reference to the aforementioned subject and the correspondence exchanged till date, we, Adani Power (Jharkhand) Ltd. ("**Employer**") are pleased to issue this Letter of Award ("**LOA**") to you, M/s. Universal Test House ("**Contractor**") for your engagement in respect of the 2x800 MW Thermal Power Project at Godda Near Mali Gangta More Dist. Godda, Jharkhand for such scope of work and terms and conditions as are specified in **Annexure-I & II**.

This LOA is subject to the terms and conditions contained herein and in the tender documents, and the Contractor undertakes to perform its obligations in terms of this LOA in accordance with applicable law and the Employer's instructions. The terms of this LOA shall come into effect on the date of its execution and shall govern the understanding between the parties in respect of engagement of the Contractor for the Plant, until the earlier of: (i) expiry of Three (03) months from the date of this LOA; or (ii) execution of definitive agreement(s) between the Employer and the Contractor in respect thereof. This LOA shall stand automatically terminated upon the earlier of the expiry of said timeline hereinabove or execution of the definitive agreements.

Notwithstanding anything to the contrary, the Employer reserves the right to: (i) amend the provisions of this LOA; and/or (ii) terminate this LOA, in the event the Contractor fails to comply with the bid requirements, instructions of the Employer, or the basis on which this LOA has been issued is no longer commercially viable. The parties agree to keep all information contained in this LOA strictly confidential and shall not disclose the same to a third party, without the consent of the other party, except as may be required by the applicable law.

This LOA shall be governed by the laws of India. If any dispute arises between the parties in connection with or arising out of this LOA, the parties shall seek to resolve such dispute by referring the matter to an authorised representative of the Employer. Such representative shall provide his decisions within thirty (30) days of the referral of such dispute. Either party, if not in agreement with such representative's decision, may proceed to refer such dispute to the courts at Ahmedabad, Gujarat, India, and such courts shall have exclusive jurisdiction on all matters arising out of or relating to this LOA.

Adani Power (Jharkhand) Ltd
"Adani Corporate House"
Shantigram, Near Vaishno Devi Circle,
S. G. Highway, Khodiyar,
Ahmedabad-382421, Gujarat India
CIN : U40100GJ2015PLC085448

Tel +91 79 2656 7555
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Registered Office: "Adani Corporate House", Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad-382421



All notices and communications required to be given under this LOA by one party to the other party shall be in writing, in English and shall be addressed to the relevant party at the address(es) given below or at such address as it may from time to time notify:

(i) **Contractor:**

Attn. : Mr. Manish Singh
Address : M/s. Universal Test House
Ground Floor, Vikash Palace
Garikhana, Danapur cum Khagaul,
Khagaul, Patna, Bihar 801105
Email: care@uthlab.com

(ii) **Employer:**

Attn. : Mr. Lakshmana Kavuri
Address : M/s. Adani Power (Jharkhand) Ltd.
2x800 MW Thermal Power Project
at Godda Near Mali Gangta
More Dist. Godda,
Jharkhand
Email : k.lakshmana@adani.com

A duplicate copy of this LOA has been issued to you. You are requested to please acknowledge the receipt of this LOA and communicate to us your unconditional acceptance of the terms set out herein, by returning to us a duly signed and stamped copy of this LOA within three (3) business days of receipt thereof, failing which this LOA shall automatically terminate.

We look forward to working with you and completing the Project together.

Thanking you,

Yours faithfully,

For and on behalf of,

M/s. Adani Power (Jharkhand) Ltd

Authorized Signatory

Enclosure:

Annexure I : Terms and Conditions

Annexure II : Price Schedule

Annexure III : Job Specific Safety Requirement (JSSR)

Acknowledged and accepted,

For and on behalf of,

M/s. Universal Test House

Authorized Signatory

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Annexure I
Terms and Conditions

1. Scope of Work

Scope of work broadly covers Providing services for Plate Load Test and Proctor Test at 2x800 MW Thermal Power Project site, village- Motia Mali, Gayeghat and adjacent villages, Dist-Godda, Jharkhand, India as per below details:

2. Effective Date

Effective date of the Contract shall be release date of this LOA.

3. Term

The Contract Period shall be Three (03) months from the Effective date of the Contract.

Contractor shall mobilize 100% of the manpower with required resources within 05 days from the date of this LOA.

4. Basic Price

Rs. 262,900/- (Rupees Two Lakh Sixty Two Thousand Nine Hundred Only) including all applicable taxes & duties except Goods and Services Tax (GST). Detailed Price Schedule shall be as per attached Annexure-II.

5. Taxes

5.1 Basic price shall be inclusive of all taxes & duties except GST which is exempted for the Services provided under this LOA.

5.2 Adani Power (Jharkhand) Limited has received approval vide letter no. FSEZ/LIC/A-1/2019/2205 dated 26.09.2019 issued by Development Commissioner, Falta SEZ, Ministry of Commerce, Government of India for setting up of Special Economic Zone (SEZ) Unit (stand-alone Power Plant) in Adani Power Jharkhand Limited SEZ in Godda district, Jharkhand for generation of power for export of electric energy. Pursuant to above, the Services provided for the Project would qualify for exemptions, concessions and drawback as per Section 26 of the SEZ Act, 2005.

6. Payment Terms

100% of the Basic Price shall be released on pro-rata basis within Fifteen (15) days against submission of monthly running account (RA) bills at Site upon completion of the month. The bill shall be paid based on the actual certified quantity and value passed by the Employer's Engineer In-Charge. Payment shall be made after receipt of clear invoice from Contractor and other required documents.

7. Other terms & Conditions:

- 7.1 Contractor shall provide Test reports as per latest IS standard.
- 7.2 If work will be done in phase wise manner, then again demobilization & mobilization charges shall be paid by Employer.
- 7.3 Contractor's manpower shall follow all safety standards, guidelines and job specific requirement (JSSR) at site. JSSR shall be as per attached Annexure-III
- 7.4 Contractor has to comply following IR/Statutory requirement at Employer's site.
- 7.5 Contractor shall provide all required PPEs like Safety Helmet, Safety shoes, Safety Jacket, ear plug, Safety goggles, Hand gloves, Leg guard, Hand sleeves etc. to their workmen as per Employer's approved standard.
- 7.6 Lodging, boarding of contractor's staff/workmen shall be arranged by the Contractor at their own cost.

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- 7.7 The Contractor shall at its own expense, obtain all applicable insurances without any additional cost implication to the Employer such as Workmen Compensation (WC) policy/ ESIC as per prevailing laws,
- 7.8 During the contract period, if the labour cost or any of the material price increase, then the responsibility lies with the contractor to carry out the job at the awarded value without having any extra financial implication to Employer.

Annexure-II

Price Schedule cum BOQ

Providing services for Plate Load Test and Proctor Test at 2x800 MW Thermal Power Project at Godda Near Mali Gangta More Dist. Godda, Jharkhand.

Sr. No.	Description	UOM	Quantity	Unit rate (Rs.)	Total Amount (Rs.)
1	Proving service for plate load test Providing service for execution of plate load test at site including all equipment required to carry out the test (dial gauge, primary and secondary beam, hydraulic jack and pump set, MS plate and datum bar), skilled manpower and technician, submitting the report all as per technical speciation and requirement.	Number	06	33,000	198,000
2	Mobilization & Demobilization charges Transporting of plate load test equipment and misc. item to Godda plant. Transporting of all equipment and misc item from Kolkata to Godda plant including all charges loading and unloading.	Number	02	26,000	52,000
3	Provide service for standard Proctor compaction test Provide service for standard Proctor compaction test as per IS 2720 part70-1980 including all	Number	06	1,350	8100
4	Provide service for for field compaction test providing service for field compaction test by sand replacement method as per IS 2720 (part 28- 1974 including all manpower, tools and tackle	Number	06	800	4800
A	Basic Price (Rs.) (=sum of '1' to '4')				262,900
B	Goods & Services Tax (GST) on 'A'				Nil in SEZ
C	Total SO Price (Rs.) (A+B)				262,900

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