

**LETTER TO THE LIE CONSULTANTS AT THE TIME OF EMPANELMENT**

REF NO:: ASSR:LIE/EMP/ MUM-LIE-0007 /2024-25

DATE:: 05.02.2025

To

**M/s VASTUKALA CONSULTANTS (I) PVT. LTD.**

B1-001, U/B Floor, Boomerang,

Chandivali Farm Road, Powai,

Andheri(E), Mumbai-400072

MobNo:-9819597579

EMAIL:- [manoj@vastukala.co.in](mailto:manoj@vastukala.co.in)

Dear Sir,

**Sub: Your application for empanelment as LIE Consultants under upto Rs250 Crore Category in our Bank.**

\* \* \* \* \*

1. We refer to your application requesting us for renewal of empanelment as LIE consultants on our Bank's panel and have pleasure to inform you that the competent authority has acceded to your request and you are empanelled on our Bank's panel as LIE consultant with effect from **04.01.2025 TO 03.01.2028** or till further review, whichever is earlier under **LIE UPTO Rs.250 CRORE.**

2. Your services will be utilized by our Branches in PAN INDIA as and when the need arises.

3. The empanelment of Consultants is for conducting Techno Economic Viability Study of the new and existing projects. However, the Bank has the right to accept or not, the LIE report at its own discretion.

4. No costs incurred by the consultant conducting LIE study, in providing necessary clarifications or attending discussions, conferences or site visits be reimbursed by the Bank. The same may be directly negotiated/ arrived at by the LIE consultant and concerned borrower mutually.

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केनरा बैंक कॉम्प्लेक्स , बी.सी.के. ,

वांद्रा (पूर्व) , मुंबई - 400 051

Risk Management

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5. The empanelment shall be valid for a period of three years unless otherwise revoked.
6. If information and details furnished by applicants are found to be false at any time in future or any information withheld, which comes to the notice of the Bank at a later date, the empanelment of such applicant will be cancelled immediately.
7. The Bank reserves the right to call for additional information/ documents for verification as may be required as and when necessary from time to time.
8. Bank reserves its right to remove/ delist the consultant firm from the panel without assigning any reason at any time. Consultants approval as empanelled technical Consultant will automatically cease if any adverse feature is noticed or reported by our bank branches/offices without assigning any reasons, whatsoever.
9. The empanelment of the TEV Consultant (s) shall be sole discretion of the competent authority of the bank and the decision of the competent authority shall be final and binding in all respects.
10. Firm empanelled by the Bank will give undertaking to follow ethics of faith and will carry out the assigned job with due diligence maintaining the quality of work done in least possible time.
11. Consultant will be held responsible for the findings/ suggestions/ implications on the report of assignment undertaken by him for any over estimate, wrong estimate/ under estimate etc. therein and withholding any information and will be liable for action as deemed fit.
12. LIE Study must be signed by consultant and authenticated by the technocrat viz one or more members of the firm having required qualification, Experience and authority. The report prepared for the job has to be sent directly to the Bank.
13. The consultant will maintain confidentiality and secrecy of the assignment/ business given by the Bank.
14. The consultant will refrain from carrying out any financial transaction with the Bank's borrower/ prospective borrower for whom the assignment is given.
15. The consultant will have to submit a declaration that the TEV firm is neither interested as promoter/ shareholders in the project entrusted for TEV study nor in any way involved in preparation of the project report.
16. The consultant should not have been delisted by any Bank in the past for any act of professional misconduct/ Fraud.

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17. The Partner/ Director/ Promoter of the empanelled firm/ Company/ agency should not be convicted for any offence and sentenced to a term of imprisonment by any court.
18. The consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standard of the profession.
19. The consultant, under no circumstances should use any legend containing the Bank's name or symbol on his letter heads, signboards, name plates, visiting cards etc., and should not use this empanelment to canvas his business.
20. The consultant should note that the selection for empanelment does not amount to an appointment or right for an appointment to be made by the Bank and the Bank is free to avail the services of any technical Consultant of choice and no right exists for an empanelled Technical Consultant to claim that they alone should be entrusted with Bank's work.
21. The opinion of consultant would be of vital input for decision making of the Bank. In the event the opinion/ certification of consultant turns out to be untrue and factually incorrect causing loss to the Bank, the Bank may seek such clarification as may be required to investigate the matter and fix accountability. In the event, it is established that there was gross negligence/ unfair practices/ professional misconduct on part of the consultant or it had colluded with the borrower in causing pecuniary damage/ loss to Bank, the Bank may recommend the name for inclusion in the caution list being maintained by the IBA for circulation amongst member Banks, and take other penal action as deemed necessary.
22. In case, any report submitted by the consultant is found to be false or distorted and/ or the said consultant is found to be adopting unfair practices and indulge in irregularity/ fraud, the Bank can exercise right to inform/ notify bodies like Institute of Engineers/ Surveyors/ Chartered Accountants/ Valuers and professional bodies for such act/ professional misconduct and request for suitable action.
23. Empanelment of the firm would not amount to any commitment by the Bank to provide any professional assignment and Bank reserves the right to cancel the empanelment at any time without assigning any reason for the same.
24. Consultant is required to return the duplicate copy of acknowledgement letter wherein all the above terms and conditions are specified by the authorised signatory within 20 days of date of appointment letter as token of acceptance of above conditions. The empanelment as a Technical consultant shall be effective only on receipt of acceptance from the company/ firm/ agency and after payment of fee for registration to that Bank.

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25. The scope of Work will be as specified, but not limited to, that defined in Bank's Guidelines issued from time to time. Bank reserves the right to ask for any additional information where necessary.

**CONFIDENTIAL INFORMATION:**

- (i) Confidential Information means all technical and commercial information relating to the project that is disclosed to the EC either orally or in writing in the course of carrying out the scope of work, except for the following:
- Any information which is generally available to the public other than as a result of a breach of the obligations in the Agreement.
  - Any information that the Bank and / or the Client consents to be distributed or disclosed.
  - Any information that is required by law or the rules of any applicable regulatory organization, to be disclosed.
- (ii) Following clause shall be applied LIE consultant:
- The LIE consultant understands and acknowledges that the Confidential information has been developed or obtained by the Client by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of the Client, which may provide the Client with a significant competitive advantage, and needs to be protected from improper disclosure.
  - In consideration of the provision of the Confidential Information, the LIE Consultant agrees not to disclose or communicate any of the Confidential Information to any person, except for disclosure to the Bank/ Underwriters and those Directors, employees or affiliates of the LIE Consultant who need to receive Confidential Information for the purposes of executing the Scope of Work.
  - If it appears that LIE Consultant has declared (or has threatened to disclose) Confidential Information in violation of the Agreement, the Bank/Client shall be entitled to an injunction to restrain LIE Consultant from disclosing, in whole or in part the Confidential Information. Bank/Client shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

26. You are advised to submit your letter of acceptance of Terms and conditions along with an affidavit to the following effect that

- You are not dismissed or removed from any government services/assignment.
- You are not convicted of an offence connected with any proceedings under the Income Tax Act, 1961 (43 of 1961), or Wealth Tax Act, 1957 (27 of 1957) or Gift Tax Act, 1958 (18 of 1958) or a penalty has been imposed on you under clause (iii) of subsection (1) of

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section 271 or clause (i) of section 273 of Income Tax Act, 1961 or under clause (iii) of subsection (1) of section 18 of Wealth Tax Act, 1957 or under clause (iii) of sub section (1) of section 17 of the Gift Tax Act 1958 or

(c) You are not declared an un discharged insolvent.

(d) You are not convicted of any offence and sentenced to a term of imprisonment.

(e) You are not found guilty of misconduct in professional capacity i.e. in a case were you are a member of any association or institution established in India having as its object the control, supervision, regulation or encouragement of the professional engineering, architecture, accountancy, or company secretaries or such other profession as the Board may specify in this behalf by notification in the Official Gazette, by such Association or Institution.

(f) Your services have not been found deficient by any Bank.

27. You are requested to return the duplicate copy of this letter duly signed within fifteen days of date of this letter, as a token of acceptance of the above terms and conditions.

The empanelment will be effective only on receipt of your acceptance.

Yours faithfully,

आइ. आर. कनकाबरन  
R. R. KANAKAMBARAN  
सहायक महाप्रबंधक / Assistant General Manager  
ह.अ.सं. / S. P. No. 22897

ASSISTANT GENERAL MANAGER



### SCOPE OF WORK

The bank shall use the External agency, based on requirement for conducting TEV study; the scope of Work shall include the following:

1) **Cost of Project & Means of Finance:** The report, inter alia shall include analysis of the Cost of Project & Means of finance with comments on each and every major component of cost of project, on its acceptability and price competitiveness along with comments on suppliers / vendors.

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2) **Financial analysis of Existing Units:** Wherever the project envisages expansion or modernization of the existing units, the report should invariably carry out an analysis with a view to ascertain investible surplus, expected cash accruals during the implementation of the proposed new/ expansion /diversification project. Other aspects to be studied include inventory and receivable levels maintained vis-à-vis normative requirements and/or industry standards.

3) **Financial Projection:** The report should carry out NPV/IRR analysis in all cases and should draw financial projections showing:

- Level of production/sales and recommended level of production/sales.
- Profitability
- Cash flow and
- Balance sheet for the entire loan period based on the recommended level of production and sales.

4) **Plant & Machinery:** The report shall carry comments on condition, balancing/ adequacy of existing/proposed machinery, technological level, suppliers of machinery etc. should be given.

- In case of second hand machinery, the report should accompany Chartered Engineer's certificate on age of machinery, condition of machinery, reasonability of cost, residual life and availability of spares etc. along with the comments on the present condition of the Plant & Machinery and its economic useful life.
- The report should estimate the practical achievable capacity of the plant in terms of saleable and established product groups on the basis of past performance and present condition of plant and machinery.
- The report should determine as to what extent the capacities of the different production departments are balanced and whether other utilities are adequate.

5) **Infrastructure:** The report should comment on the availability of the required infrastructure, arrangements made /proposed and adequacy thereof. It shall invariably include the external and internal infrastructure availability for with special emphasis on efficient running of units and selling and transportation of the product manufactured.

6) The report should critically

- Examine and estimate the present and future market demand for the company's products.
- Examine the present marketing and distribution arrangements of the company keeping in view the present trade practices and recommend improvements, if any.

7) The report should recommend an economic product mix and a phased programme of production and sales for the entire period of debt keeping in view the achievable plant capacity and present and future market demand for the products of the company.

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8) The report should determine the sources and availability of essential inputs, viz., raw materials, water, power, fuel, etc. and indicate imponderables, if any.

9) The report should examine the manning pattern and wage structure and indicate adequacy or otherwise with recommendations for the viability of the company.

10) The report include:

- The assessment of working capital with due emphasis on holding period of raw materials, Work in Process, Finished Goods Inventory and debtors.
- SWOT analysis including risk factors and risk mitigants.
- Comments of Serviceability of Debt with computation of Debt Service Coverage of the Project and for the company as whole.
- Sensitivity Analysis and its outcome.

11) The report should have concluding comments on technical feasibility and economic viability of the Project.

**Note :**

- The above list is illustrative and not exhaustive. Bank may decide on additions/deletions to the above list on a case to case basis and depending on the nature of the project and purpose of the report i.e. new finance or restructuring.
- TEV study should not cover aspects like need for collateral security etc. and other benefits to the Bank as these are to be decided by the Sanctioning Authority. Likewise, valuation of assets is also to be carried out by the approved valuers of the Bank.
- All credit/project appraisal memorandum submitted by the mandated consultants, including the subsidiaries of the banks, shall contain an unqualified certificate of the appraising consultant stating that they have verified the technical and financial aspects of the project and based on their assessment the project is technically viable and economically feasible.



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