

**CORRIGENDUM NO. 3 DATED 20.05.2024**  
**TO**  
**BIDDING DOCUMENT**

**TENDER No.: THDCIL/NCR/CC-476**

**Subject: Empanelment of the panel of Chartered Accountants for conducting statutory audit of mining development operator (MDO) at Amelia Coal Mine Project, Singrauli (Tender No. THDCIL/NCR/CC-476):**

This is to inform to all concerned that the dates for EOI availability, EOI receipt and opening of EOI of the subject tender are revised as under:

1	EOI Document availability Dates & Timings:	<b>Upto 04.06.2024 15:00 Hrs. (IST)</b>
2	Date & Time of Submission of EOI on CPP Portal:	<b>Upto 04.06.2024 15:00 Hrs. (IST)</b>
3	Date & Time of opening EOI on CPP Portal:	<b>05.06.2024 at 15:00 Hrs. (IST)</b>

All other terms & conditions of the EOI shall remain unchanged.

The complete EOI Document is available on Central Public Procurement (CPP) Portal Website: <https://eprocure.gov.in/eprocure/app>.

Subsequent Clarification /Amendment/ Corrigendum, if any, shall be uploaded on the above website only.

**HOD (Contracts)**  
**N.C.R. Office, Plot No.20, Sector-14,**  
**Kaushambi, Ghaziabad, Pin: 201010, Uttar**  
**Pradesh (India),**  
**Phone: 91-120-2816721,**  
**E-mail: [corpcontract@thdc.co.in](mailto:corpcontract@thdc.co.in)**

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**CORRIGENDUM NO. 02 DATED 06.05.2024**  
**TO**  
**BIDDING DOCUMENT**

**TENDER No.: THDCIL/NCR/CC-476**

**Subject: Empanelment of the panel of Chartered Accountants for conducting statutory audit of mining development operator (MDO) at Amelia Coal Mine Project, Singrauli (Tender No. THDCIL/NCR/CC-476):**

This is to inform to all concerned that the dates for EOI availability, EOI receipt and opening of EOI of the subject tender are revised as under:

1	EOI Document availability Dates & Timings:	<b>Upto 20.05.2024 15:00 Hrs. (IST)</b>
2	Date & Time of Submission of EOI on CPP Portal:	<b>Upto 20.05.2024 15:00 Hrs. (IST)</b>
3	Date & Time of opening EOI on CPP Portal:	<b>21.05.2024 at 15:00 Hrs. (IST)</b>

All other terms & conditions of the EOI shall remain unchanged.

The complete EOI Document is available on Central Public Procurement (CPP) Portal Website: <https://eprocure.gov.in/eprocure/app>.

Subsequent Clarification /Amendment/ Corrigendum, if any, shall be uploaded on the above website only.

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**E-mail: [corpcontract@thdc.co.in](mailto:corpcontract@thdc.co.in)**

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**EMPANELMENT OF PANEL OF CHARTERED ACCOUNTANTS FOR CONDUCTING STATUTORY AUDIT OF  
MINING DEVELOPMENT OPERATOR (MDO) AT AMELIA COAL MINE PROJECT, SINGRAULI  
(Tender No. THDCIL/NCR/CC-476)**

**AMENDMENT NO. 1 DATED 01.05.2024**

<b>Sl. No.</b>	<b>Reference Clause</b>	<b>Existing provision</b>	<b>Amended provision</b>
1.	Terms of Reference (TOR), Clause No. 6, Audit Fee	<p><b>Audit Fee:</b></p> <p>All fees and expenses of Statutory Auditors shall be paid by the MDO only and THDCIL shall not be liable for any payment due to the Chartered Account firm.</p> <p>Audit Fees including travelling and out of pocket expenses shall commensurate with the audit work and shall be decided by the MDO from time to time.</p>	<p><b>Audit Fee:</b></p> <p>All fees and expenses of Statutory Auditors shall be paid by the MDO only and THDCIL shall not be liable for any payment due to the Chartered Account firm.</p> <p>Minimum Scale of Audit Fees for the Professional Assignments done by the Chartered Accountants shall be Rs 80,000/-</p> <p>Other expenses like travelling and out of pocket expenses shall commensurate with the audit work and shall be decided by the MDO from time to time.</p>

**CORRIGENDUM NO. 01 DATED 12.04.2024**

**TO**  
**BIDDING DOCUMENT**

**TENDER No.: THDCIL/NCR/CC-476**

**Subject: Empanelment of the panel of Chartered Accountants for conducting statutory audit of mining development operator (MDO) at Amelia Coal Mine Project, Singrauli (Tender No. THDCIL/NCR/CC-476):**

This is to inform to all concerned that the dates for Documents sale, EOI receipt and opening of EOI of the subject tender are revised as under:

1	EOI Document Sale Dates & Timings:	<b>Upto 06.05.2024 15:00 Hrs. (IST)</b>
2	Date & Time of Submission of EOI on CPP Portal:	<b>Upto 06.05.2024 15:00 Hrs. (IST)</b>
3	Date & Time of opening EOI on CPP Portal:	<b>07.05.2024 at 15:00 Hrs. (IST)</b>

All other terms & conditions of the tender shall remain unchanged.

The complete EOI Document is available on Central Public Procurement (CPP) Portal Website: <https://eprocure.gov.in/eprocure/app>.

Subsequent Clarification /Amendment/ Corrigendum, if any, shall be uploaded on the above website only.

**HOD (Contracts)**  
**N.C.R. Office, Plot No.20, Sector-14,**  
**Kaushambi, Ghaziabad, Pin: 201010, Uttar**  
**Pradesh (India),**  
**Phone: 91-120-2816721,**  
**E-mail: [corpcontract@thdc.co.in](mailto:corpcontract@thdc.co.in)**

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**THDC INDIA LIMITED**  
(Schedule-A Mini Ratna Category-I, PSU)

**Invitation for Expression of Interest**

**FOR**

**EMPANELMENT OF PANEL OF CHARTERED ACCOUNTANTS FOR CONDUCTING STATUTORY AUDIT OF MINING DEVELOPMENT OPERATOR (MDO) AT AMELIA COAL MINE PROJECT, SINGURALI**

**Tender ID.: 2024\_THDC\_800718\_pack1**

**Date: 14.03.2024**

**EOI No.: THDCIL/NCR/CC-476**

- 1.0 THDC INDIA LTD. invites expression of interest (EOI) from reputed Chartered Accountants Firms for empanelment of panel of five reputable firms of Chartered Accountants having their registered office in India for conducting statutory Audit of Mining Development Operator M/s Amelia Coal Mining Limited, Amelia located in District Singrauli of Madhya Pradesh as per Companies Act, 2013 and certification of claims/documents provided by M/s ACML in relation to receipts, income, payments, costs, expenses, accounts or audit, if any. The Panel shall be valid for period of 05 (five) years.
- 2.0 The Format of Application, Terms of Reference (TOR), Criteria for empanelment of panel of Chartered Accountants etc. are available on NIC's CPP Portal (<http://eprocure.gov.in/eprocure/app>). Interested applicants may access the same from above website for as per the following schedule:

Issuance of EOI	14.03.2024
Type of Bidding:	e-tendering/ Single Stage, Single Envelope at CPP portal <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>
Availability of EOI Document on web site	From 14.03.2024 (18:00 Hrs.) To 15.04.2024 (15:00 Hrs.)
Last date & time for submission of EOI	15.04.2024 (15:00 Hrs.)
EOI opening date & time	16.04.2024 (15:00 Hrs.)
Validity of EOI required	120 days after opening of EOI
Completion Period	05 years

- 3.0 Applications for EOI with relevant documents as per the detailed documents should be uploaded on the NIC's CPP Portal (<http://eprocure.gov.in/eprocure/app>) before date and time mentioned at Clause No.2.0 above.

4.0 All future corrigenda / addenda / amendments and clarifications to the invitation of EOI, if any, shall be hosted on above website only. Applicants are therefore advised to keep themselves updated with all such amendments while submitting the EOI.

5.0 Interested applicants may obtain further information from the contact details given below during office hours on working days from 10:00 hrs. to 17:00 Hrs.

6.0 THDCIL reserves the right to accept or reject any or all applications/Bid, cancel/withdraw the invitation of EOI process without assigning any reason whatsoever, in case situation arises, and in such a case no applicant / intending applicant shall have any claim arising out of such action.

7.0 Bid (EOI) shall be opened on date and time specified at Clause No.02 above in the presence of the applicants/bidders who wish to be present at the below venue. The EOI/bids received after closing date and time will not be considered.

**8.0 Address for Communication:**

HOD (Corporate Contracts)  
THDC India Ltd.,  
NCR Office, Plot No. 20 Sector-14,  
Kaushambi, Ghaziabad (U.P.)  
Ph. No. 0135-2476721/ 2476711  
E-mail: [corpcontract@thdc.co.in](mailto:corpcontract@thdc.co.in)  
Websites: [https:// www.eprocure.gov.in](https://www.eprocure.gov.in) or [www.thdc.co.in](http://www.thdc.co.in)

**9.0 Registered Office**

THDC India Limited  
BHAGIRATHI BHAWAN, (TOP TERRACE),  
BHAGIRATHIPURAM, TEHRI GARHWAL-249001  
Corporate Identification Number: U45203UR1988GOI009822  
Website: [www.thdc.co.in](http://www.thdc.co.in)

## **INSTRUCTION TO APPLICANT (ITA)**

### **1.0 BACKGROUND**

THDC was incorporated in July 1988 to develop, operate & maintain the 2400 MW Tehri Hydro Power Complex and other hydro projects with equity participation between Government of India and Govt. of Uttar Pradesh (GouP) in the ratio of 75:25. The Company has an authorized share capital of Rs.4000 Crore and paid-up Share Capital of Rs.3665.88 Crore. During 2019-20, Govt. of India has accorded CCEA approval for the strategic sale of GOI Equity to NTPC Limited. Accordingly, GOI Equity of Rs.273094.12 Lakhs representing 74.496 % of total equity has been transferred to NTPC Ltd. on 27.03.2020.

The company was awarded with Mini Ratna Category-I Status on Oct'09 and upgraded to Schedule 'A' CPSE in July'10. Total installed capacity of THDCIL presently is 1587 MW with three Hydro Power generating stations namely Tehri HPP (4X250 MW), Koteswar HEP (4X100 MW) and Dhukwan SHP (3X8 MW) and two operational Wind Power Plants in Gujarat, one at Patan (25X2 MW) and another at Devbhoomi Dwarika (30X2.1 MW) and one Solar power project (50MW) in Kasargod, Kerela.

### **2.0 GENERAL GUIDELINES FOR THE APPLICANTS**

- 2.1 Format of application along with annexures must be completely filled in by the participant Applicants. Incomplete application will be rejected outrightly.
- 2.2 The empanelment shall be valid for a period of 5 (five) years from the date of issue of letter of empanelment.
- 2.3 Any updates to the EOI documents shall be hosted on CPP portal website (<http://eprocure.gov.in/eprocure/app>). Interested firms are requested to ensure that all updates are considered while submitting the EOI.
- 2.4 The applicants should enclose/upload along with the application documentary evidence in support of their credentials. In the absence of documentary evidence, the firm will be disqualified.
- 2.5 Depending upon the number of applicants, THDCIL reserves the right to shortlist the required (05) five number of firms only. Merely satisfying the eligibility criteria will not entitle a firm to be shortlisted for empanelment.
- 2.6 The scope of work covered under Statutory Audit at Amelia Coal Mine & Audit Reporting Requirement has been mentioned in Terms of Reference (TOR).
- 2.7 Firm's claim of having worked for Concurrent audit, cost audit, CPF/PF/Gratuity, stock audit & physical verification etc. does not constitute full fledged audit for considering in support of experience towards Statutory Audit and /or Statutory Audit.
- 2.8 Expression of interest is invited to shortlist the firm for empanelment. As per para 4 of Schedule O of Coal Mining Agreement (CMA) for Amelia Coal Mining Project, the Authority shall convey the aforesaid panel of firms to the MDO i.e. Amelia Coal Mining Limited for scrutiny and comments, if any. The MDO shall be entitled to scrutinize the

relevant records of the Authority to ascertain whether the selection of firm has been undertaken in accordance with the prescribed procedure and it shall send its comments, if any, to the Authority within 15 days of receiving the aforesaid panel.

The Authority shall, after considering all relevant factors including the comment, if any, of the MDO, finalize and constitute a panel of 5(Five) firms which shall be deemed to be the mutually agreed Panel of Chartered Accountant for a period of five years or such earlier period as may be agreed between the Authority and the MDO.

- 2.9 The decision of THDCIL in the matters regarding number of firms shortlisted based on their eligibility, documents produced will be final binding on the firms. No correspondence or personal enquiries shall be entertained by the THDCIL in this regard.
- 2.10 THDCIL reserves the right to accept or reject any application without assigning any reasons thereof.
- 2.11 The Audit firm will be debarred from getting, in future, Statutory Audit assignments in THDCIL and its subsidiaries in the following cases: -
- (i) If the firms obtain the appointment on the basis of false information/false statement at the time of submission of application/documents for the EOI.
  - (ii) The Audit firm has sub-contracted the work.
  - (iii) If the firm does not take up audit in terms of appointment letter.
  - (iv) If the firm does not submit the audit report complete in all respects in terms of appointment and within the specified time.
  - (v) Conditions as per the Provision of the Companies Act, 2013.
- 2.12 Since EOI is on e-portal, the participating firms are requested to register themselves in advance in CPP portal and obtain digital signature of Class III that include (a) signing and (b) encryption.
- 2.13 All EOI will be evaluated on the basis of the documents furnished along with applications only. Any additional document received, after last date and time of receiving the EOI as stipulated in the Notice Inviting EOI will not be entertained.
- 2.14 Since all the applicants will be evaluated strictly on the basis of Selection Criteria, please avoid attaching unsolicited information/documents to processing applications expeditiously.
- 2.15 All submitted documents should be signed by the authorized Partner with his name and under the seal of the firm.
- 2.16 Any application received after stipulated date and time, due to any reason whatsoever, will be rejected outrightly.
- 2.17 The EOI does not create any contractual obligation on the part of THDCIL.

### **3.0 CONFLICT OF INTEREST**

- 3.1 An 'Applicant' shall not have a conflict of interest as defined in Section 141 of Company's Act 2013. The Applicant shall provide an undertaking on its letter Head at the time of submission of EOI.

- 3.2 The agency shall not receive any remuneration in connection with the assignment except as provided in the contract. It should be the requirement of the Statutory Auditor that the agency/consultants should provide professional, objective and impartial advice and at all times hold THDCIL's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.
- 3.3 An 'Applicant' (Sole Proprietor / Director / Partner or Any member of the Consortium) shall not have a conflict of interest with MDO.
- 3.4 It is also to be certified by agency /Statutory Auditor that after award of above said work, the firm should submit details of jobs/ contracts awarded/ participated in tenders/ works of MDO since last five years from the date of award. Intimation of same shall also be provided during the concurrency of the subject contract.

## 4.0 BID DOCUMENTS

### 4.1 Registration for Tendering:

- 4.11 The EOI are invited under e-tendering process from the eligible Applicants on open tendering basis, in single Envelope bid system (i.e. Technical Bid). The Applicants can enroll themselves on the website <https://eprocure.gov.in/eprocure/app> using the option "Click here to Enroll". Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e- token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC". The said website also has user manuals with detailed guidelines on enrollment and participation in the online bidding process. While registration, the prospective bidders are required to provide PAN, TIN etc. as mentioned in the e-registration procedure.
- 4.12 The steps for help to Applicants in regard to the registration for e-tendering, downloading of the tender document and up loading & submission of the bids on the central public procurement portal is given on the web site <https://eprocure.gov.in/eprocure/app>. The Bid (i.e. Technical bid) shall be uploaded on the portal <https://eprocure.gov.in/eprocure/app> only. No hard copy of the bid shall be accepted.

### 4.2 Availability of EOI Document:

- 4.21 The complete EOI Document is available on Website: Central Public procurement Portal website-<https://eprocure.gov.in/eprocure/app>. The EOI document shall be downloaded from the CPP portal website <https://eprocure.gov.in/eprocure/app> after online vendor registration in above website.
- 4.22 The Applicant shall download EOI documents from the website <https://eprocure.gov.in/eprocure/app> as per schedule mentioned in NIT, for enabling him to participate in e- tendering process after registration.

### 4.3 Eligible Applicants:

- 4.31 The “Agency/Bidder” shall not be under a declaration of ineligibility for corrupt and fraudulent practices or banned / debarred / suspended from transaction / business dealing by Ministry of Power (Govt. of India) or by THDC India Ltd. or appearing in the list of such bidders available on Central Public Procurement Portal (CPP Portal). A declaration to this effect shall be submitted by the bidder as per enclosed **Annexure-I**.

### 4.4 Preparation of Bid:

- 4.41 Applicant must give their complete and un-conditional consent to the scope of work/deliverable and other conditions as mentioned in the Terms of Reference. Any deviation to Bid conditions or subjective bid will lead to the rejection of the bid.

- 4.42 Following document shall be submitted online;

- (a) Scanned copy of signed “Proposal submission Form” (As per **Annexure II**)
- (b) Scanned copy of “PAN & GSTIN and duly filled & signed “Undertaking of Agency/Firm” for GST” (As per **Annexure-III**).
- (c) Scanned copy of documents duly certified by Partner that the firm has conducted statutory audit of the annual accounts of at least 100 Companies registered under the Companies Act,1956 or 2013 as the case may be, including any re-enactment or amendment thereof, of which at least ten should have been public sector undertakings since incorporation of firm.” To authenticate the firm is required to enclose the information in the form of Performa as per **Annexure-IV** duly certified by the partner.
- (d) Scanned copy of signed “documentary evidence in support of experience of at least 5(five) practicing Chartered Accountants on rolls, each with a minimum experience of 10(ten) years in the profession”.
- (e) Scanned copy of duly filled & signed “undertaking that your firm or any of partners is not disqualified or blacklisted by the Comptroller and Auditor General of India or the Authority”. (As per **Annexure-V**)
- (f) Scanned copy of signed “documentary proof of office in the state (M.P.) or in any adjacent state (U.P., Rajasthan, Maharashtra, Chhattisgarh, Gujarat) with at least 2 (two) practicing Chartered Accountant on its roll in such states”.
- (g) Scanned copy of information relating to the names of all the companies with an annual turnover exceeding Rs. 25,00,00,000 (Rupees Twenty-five Crores) whose annual accounts were audited by your firm in any of the preceding 5 (Five) Accounting Years”. (**Annexure-VI**). Supporting documents, copy of Audited Annual Accounts i.e. Balance Sheet & Profit & Loss Accounts of the Client companies along with award letter may be enclosed.
- (h) Scanned copy of a “statement of their capability, including the bio-data of the practicing Chartered Accountants, on the rolls of your firm”.
- (i) Scanned copy of “certificate of Constitution (Partnership deed/ Registration /Incorporation Certificate)”.
- (j) Scanned copy of “certificate of Registration of GST”.
- (k) Scanned copy of Self declaration and documents as specified in Clause 3.0 (Conflict of Interest).

### 4.5 Submission of Bid:

4.51 The Bids are invited in single Envelope Bid System containing Technical bid. Technical Bid which includes Proposal submission Form, unconditional Acceptance of Terms of Reference & other Conditions including Forms/Annexure (s) and document mentioned at clause 4.4 above, shall be duly signed & sealed by the authorized representative of the Applicant is required to be scanned, uploaded & submitted in CPP portal Website <https://eprocure.gov.in/eprocure/app>

4.52 Submission of bid in hard copy is not permitted/ allowed and in case any such submission, the bid will be considered for rejection by the Owner.

**4.6 Deadline for submission of bids:**

4.61 Bids shall be submitted on the CPP portal website <https://eprocure.gov.in/eprocure/app> latest by as per due date & time mentioned in the NIT

**4.7 Opening of Bids:**

4.72 Bids will be opened on CPP portal website as per the due date & time mentioned in the NIT at the office of THDC INDIA LIMITED, NCR office, Kaushambi, Ghaziabad (UP).

4.73 The Bids will be opened on CPP portal website in presence of bidder's authorized representatives who choose to be present at the time of opening of the bids at the address mentioned below.

Corporate Contract, THDC India Ltd.,  
NCR Office, Plot No. 20 Sector-14,  
Kaushambi, Ghaziabad (U.P.)  
Ph. No. 0135-2476721/ 2476711  
E-mail: [corpcontract@thdc.co.in](mailto:corpcontract@thdc.co.in)

Websites: <https://eprocure.gov.in/eprocure/app> or [www.thdc.co.in](http://www.thdc.co.in)

**4.8 Bid Evaluation:**

4.81 If any clarification is needed from the Applicant about the deficiency in his uploaded documents in Envelope, the same will be asked to provide it through the CPP portal. The Applicant shall upload the requisite clarification/documents within time specified by THDCIL, failing which EOI will be liable for rejection.

4.82 No firm shall be permitted to submit two separate EOI either as individual or as LLP

4.83 All supporting documents submitted with the EOI should be duly certified & stamped by the firm and serially numbered. An index of documents being submitted shall also be submitted in the envelope.

4.84 Evaluation of EOI shall be based on the first submissions. However, if required, clarifications on the submissions already made can be sought by THDCIL.

**4.9 Award of work:**

4.91 THDCIL shall prepare only a panel of eligible firms along with points scored by each firms and 05 (Five) top Chartered Accountancy Firms scoring highest points shall be included in the panel of Chartered accountants and send to MDO who shall be entitled to scrutinise the relevant records of the Authority to ascertain whether the selection of firms has been undertaken in accordance with prescribed procedure and it shall send its comments, if any, to the Authority/THDCIL within 15 days of receiving the aforesaid panel. The Authority shall, after considering all relevant factors including comments, if any, of the

MDO finalise and constitute a panel of 05(five) firms which shall deemed to be the mutually agreed panel of Chartered Accountants. THDCIL role is restricted to only empanelment of 05 (five) Chartered Accountants firms. No further correspondence will be entertained by THDCIL after finalization of empanelment. The MDO shall award the work to statutory auditor from the panel as per provisions of Companies Act. 2013 All fees and expenses of Statutory Auditor shall be borne by the MDO.

- 4.92 Further, the MDO may terminate the appointment of its Statutory Auditors in accordance with the provisions of the Companies Act, 2013 and with the consent of the Authority, subject to replacement Statutory Auditors being appointed from the Panel of Chartered Accountants.
- 4.10 THDCIL reserves the right to accept or reject any of the Bids received at its sole discretion without assigning any reasons whatsoever. Incomplete Bid, Bid submitted after due date and not submitted in the prescribed formats will be summarily rejected.
- 4.11 Any subsequent Corrigendum/Notice/Amendments/Clarifications with regard to this tender document shall be displayed/ hosted in the above website only and the applicants are advised to be vigilant in this regard.

## Terms of Reference (TOR)

### **Invitation of proposal for Empanelment of the Panel of Chartered Accountants for the Amelia Coal Mine Project, Amelia (M.P.) for the period of 5 (five) years.**

#### **1. Introduction :**

- (i) THDC India Limited (formerly known as Tehri Hydro Development Corporation Ltd.), is a Public Sector Enterprise under the administrative control of the Ministry of Power (MoP), Government of India (GoI). The Equity of the Company is shared between NTPC and GoUP in the ratio of 75:25. The Company was incorporated in July'88 to develop, operate & maintain the 2400 MW Tehri Hydro Power Complex (comprising 1000 MW Tehri Dam & HPP, 1000 MW Tehri Pumped Storage Plant & 400 MW Koteshwar HEP) and other hydro projects. The Company has an authorised share capital of Rs 4000 cr. THDCIL is a Mini Ratna Category-I and Schedule 'A' PSU.

THDCIL has successfully commissioned the Tehri HPP during the year 2006-07 and Koteshwar HEP during the year 2011-12. The Company has also commissioned 50 MW Wind Power Project at Patan and another Wind Power Project of 63 MW (30x2.1 MW) capacity at Dwarka, both in Gujarat, Dhukwan Small Hydro Power Project (24 MW) on Betwa river in Uttar Pradesh and Kasargod Solar Power Project(50 MW) in Distt Kasargod, Kerala.

The 1000 MW Tehri Pumped Storage Plant, which would utilize the Tehri and Koteshwar reservoirs as the pre-requisite upstream and downstream reservoirs, is presently under implementation. In addition to the 2400 MW Tehri Hydro Power Complex, THDCIL is implementing the 444 MW Vishnugad Pipalkoti Hydro Electric Project (VPHEP) on river Alaknanda in Uttarakhand. The execution of Khurja Super Thermal Power Plant (1320 MW) is situated in the Distt. of Bulandshahar (UP) is in advance stage of completion. In addition, there are various hydro power projects of THDCIL under different stages of implementation i.e. Survey & Investigation and DPR preparation.

THDCIL is developing 2000 MW Solar Power Parks in State of Uttar Pradesh, Jhansi (600 MW), Lalitpur (600 MW) and Chitrakoot (800 MW) through a JV Company namely 'TUSCO Ltd' between 'THDCIL' and 'UPNEDA' (a Unit/Agency of Govt. of U.P).

Further, THDCIL, in partnership with RRECL (a unit/agency of the Government of Rajasthan), has established a joint venture company named 'TREDCO Rajasthan Ltd.' to develop 10,000 MW solar power parks in the state of Rajasthan.

- (ii) **Amelia Coal Mine:** In order to meet out fuel requirement of the Khurja STPP, Ministry of Coal, Govt. of India has allocated Amelia Coal Mine to THDCIL on 29.08.2016. The Allotment Agreement between Ministry of Coal & THDC India Ltd has been signed on 15.12.2016. Allotment Order of Amelia Coal Mine to THDCIL has also been issued on 17.01.2017.

Salient Features of the Amelia Coal Mine are as under:

- Peak Rated Capacity : 5.6 MTPA (OC)
- Stripping Ratio : 3.67 m<sup>3</sup> /t
- Grade of Coal : G9 (Avg. GCV = 4746 Kcal/Kg)
- Net Geological Reserve : 162.05 MT
- Extractable Coal Reserve : 139.48 MT
- Life of Mine North Quarry : 28 years
- Mode of operation : MDO
- Mode of Coal Transport : (i)By Conveyor from Mine to Devragram Railway Station &

(ii)By Rail from Devragram Railway Station to Khurja STPP.

Amelia coal mine is being operated in MDO mode by M/s Amelia Coal Mining Ltd (ACML) and extraction of coal from the mining area has also been commenced.

## **2. Empanelment of the Panel of Chartered Accountants:**

**2.1** The Company intends to empanel the panel of five reputable firms of Chartered Accountants having their registered office in India for carrying out statutory Audit of M/s Amelia Coal Mining Limited, Amelia located in District Singrauli of Madhya Pradesh.

### **3. Scope of Work :**

The broad scope of work would be:

**3.1** To conduct Statutory Audit of M/s Amelia Coal Mining Limited (ACML), Amelia located in District Singrauli of Madhya Pradesh as per applicable Ind AS and Companies Act, 2013 to ensure that the organization complies with the relevant laws, rules and regulations.

**3.2** Certification of Information/claims/documents to be provided by M/s ACML (MDO) to the Authority (THDC India Limited) in relation to receipts, income, payments, costs, expenses, accounts or audit etc., if any.

## **4. Selection & Evaluation Criteria :**

### **4.1 Selection Criteria**

**4.1.1** Offers are invited from all reputed firms of chartered accountants who fulfill the following eligibility criteria, namely:

- (a) the firm should have conducted statutory audit of the annual accounts of at least one hundred companies registered under the Companies Act, 1956/2013, including any re-enactment or amendment thereof, of which at least ten should have been public sector undertakings;
- (b) the firm should have at least 5 (five) practicing chartered accountants on its rolls, each with a minimum experience of 10 (ten) years in the profession;
- (c) the firm or any of its partners should not have been disqualified or black-listed by the Comptroller and Auditor General of India or the Authority; and
- (d) the firm should have an office in the State or in an adjacent State (U.P., Rajasthan, Maharashtra, Chhattisgarh, Gujarat) with at least 2 (two) practicing chartered accountants on its rolls in such State.

**4.1.2** Interested firms meeting the eligibility criteria shall be required to submit a statement of their capability including the bio-data of all the practicing-chartered accountants on its rolls. In particular, each firm shall be required to furnish year- wise information relating to the names of all the companies with an annual turnover exceeding Rs. 25,00,00,000 (Rupees Twenty-Five Crores) whose annual accounts were audited by such firm in any of the preceding 5 (five) Financial Years.

### **4.2 Evaluation Criteria**

**4.2.1** The information furnished by each firm shall be scrutinized and evaluated by the Authority (THDCIL) and 1 (one) point shall be awarded for each annual audit of the companies specified in Paragraph 4.1.2 above. For the avoidance of doubt and by way of illustration, a firm which has conducted audit of the annual accounts of any such company for 5 (five) years shall be awarded five points.

**4.2.2** The Authority (THDCIL) shall prepare a list of all the eligible firms along with the points scored by each such firm and 5 (five) firms scoring the highest points shall be identified and included in the draft Panel of Chartered Accountants.

#### **4.3 Consultation with MDO**

The Authority shall convey the aforesaid panel of firms to the MDO for scrutiny and comments, if any. The MDO shall be entitled to scrutinise the relevant records of the Authority to ascertain whether the selection of firms has been undertaken in accordance with the prescribed procedure and it shall send its comments, if any, to the Authority within 15 (fifteen) days of receiving the aforesaid panel.

#### **4.4 Mutually agreed panel**

The Authority shall, after considering all relevant factors including the comments, if any, of the MDO, finalize and constitute a panel of 5 (five) firms which shall be deemed to be the mutually agreed Panel of Chartered Accountants.

After completion of every 5 (five) years from the date of preparing the mutually agreed Panel of Chartered Accountants, or such earlier period as may be agreed between the Authority and the MDO, a new panel shall be prepared in accordance with the provisions of the Schedule O (**Annexure- VII**).

#### **Note :**

1. All the pages of the terms & conditions and documents submitted are to be signed with the seal of the firm and should be serially numbered.
2. Documentary evidence of all the information as stated above is to be furnished along with the offer. In absence of documentary evidence experience shall not be considered.
3. All the empanelled firms shall be treated at par as per above criteria. However, any Audit Firm can be assigned audit work at the discretion of MDO (M/s Amelia Coal Mining Ltd (ACML)).

#### **5. Terms and Conditions :**

**5.1** The empanelment period is for (05) five-year from the date of issuance of letter of award/letter of empanelment. The MDO shall appoint Statutory Auditors from the list of 05 reputable firms of chartered accountants empaneled against this EOI. Initially the period of appointment for carrying out audit will be for one year but it may further be extended for another 04 years at the same rate and terms and conditions subject to satisfactory performance. However, the above tenure of appointment is not to be interpreted as assured and THDCIL/MDO reserves the right not to re-appoint at its sole discretion without assigning any reason thereof. THDCIL in consultation with MDO also reserves the right to extend the tenure of above empanelment at its sole

discretion.

Bidder may please note that the MDO may terminate the appointment of its Statutory Auditors after a notice of 45 days to the THDCIL, subject to replacement of Statutory Auditors being appointed from the panel of Chartered Accountants (**Annexure-VIII**).

- 5.2 The Company reserves the right to accept/reject any or all the offers without assigning any reason what so ever therefore.
- 5.3 Overwriting/correction/erase and/or use of white ink should be avoided in the offer. However, if any Overwriting/correction/erase is inevitable, the same should be authenticated with the signature & seal of authorized person of applicant firm.
- 5.4 The offer should be submitted strictly as per terms and conditions laid down in the document.
- 5.5 The Company reserves the right to accept or reject any or all responses and to request additional submissions or clarifications from one or more applicant(s) at any stage or to cancel the process entirely at its sole discretion without assigning any reason whatsoever.
- 5.6 Application received after the due date and closing time of submission of applications shall be ignored. Any application received late due to any reason whatsoever will not be accepted.
- 5.7 **Jurisdiction of courts:** Any dispute arising out of or in respect of the contract will be subject to the jurisdiction of Court of Singrauli (Madhya Pradesh) Only.

6. **Audit Fee:**

All fees and expenses of Statutory Auditors shall be paid by the MDO only and THDCIL shall not be liable for any payment due to the Chartered Account firm.

Audit Fees including travelling and out of pocket expenses shall commensurate with the audit work and shall be decided by the MDO from time to time.

7. **Compliance / Declarations / Certificates by Firm(s) on appointment :**

The Chartered Accountants firm(s) shall have to comply, give declarations and submit certificates as the case may be, upon appointment as Chartered Accountants, as under:

- 7.1 The Chartered Accountants firm shall not sub-contract the work.
- 7.2 The Chartered Accountants team (s) will work in strict confidence and will ensure that the information in respect of the operation of the area/unit is dealt with in strict confidence and secrecy. A certificate towards maintaining confidentiality shall have to be provided by the Chartered Accountant(s) on receipt of appointment letter from the Company or before commencement of work.
- 7.3 No partner of the Chartered Accountants Firm is related to Managing Director/ Whole time Director or Part-time Director of the company within the meaning of section 2 (77) of the Companies Act, 2013.

- 7.4 The Chartered Accountant(s) will be required to issue & submit certificate of Independence and arms length relationship.
- 7.5 Neither the firm nor its partner(s) or associates should have any interest in the business of the Company.
- 7.6 The Chartered Accountants Firm shall have prime responsibility to ensure that the maximum number of audit limits specified under Companies Act, 2013 are not violated.
- 7.7 The Chartered Accountants Firm shall be free from any disqualification under the Companies Act, 2013. In addition to this, the Chartered Accountants firm must not be holding any assignment as Cost Auditor(s) or Internal Auditor(s) of the Company.
- 7.8 The partners holding certificate of Practice issued by ICAI are in whole time practice.

### **8.0 Rescinding of Empanelment**

In the event of the failure on the part of the Statutory Auditor to complete their work on time; or to the complete satisfaction of MDO; or in the event of committing a breach of any one or more of terms and conditions of the agreement, the MDO shall be entitled to rescind this agreement without prejudice to its rights to claim damages or remedies under the law. The period of notice to be given to rescind the contract will be 30 days, and in the event of such termination Statutory Auditor shall be liable to refund the excess payment if any made to him over the above what is due to him on the date of termination and MDO will be entitled to make full use of all or any of the schemes/drawings/designs prepared by Statutory Auditor. In such cases MDO shall have power to engage another agency from the constituted Panel to carry out the balance work debiting the excess amount paid to Statutory Auditor. Statutory Auditor shall pay to MDO on demand of such excess amount within 30 days of issue of notice failing which Statutory Auditor shall be debarred from consultancy jobs of MDO in future.

### **9.0 Accepting Authority of Panel of Chartered Accountants**

CMD, THDCIL shall be the Accepting Authority for empanelment of Statutory Chartered Accountant. However, Accepting Authority to award the work for appointing will be the MDO who will choose a firm from the mutually agreed list of 05 (five) reputable firms of chartered accountants (i.e. the “**Panel of Chartered Accountants**”).

### **10.0 Dispute Resolution Mechanism**

In case of any dispute arises between THDCIL and applicant during the EOI process the matter shall be referred to CMD, THDCIL whose final decision shall be binding on the THDCIL and applicant.

### **11.0 Preference to Make In India:**

Only 'Class-I Local companies are eligible to participate in this tender, as defined in the attached **Annexure-IX** to the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT dated 16.09.2020 & MOP, GOI Order dt. 16.11.2021. The bidders may apprise

themselves of the relevant provisions of bidding documents in this regard before submission of their bids. For declaration regarding “Local Content” provision, a “Bid Submission Form” **Annexure-II** is enclosed. In case aforesaid certificate furnished by bidder is not in line with the declaration in respect of Local Content in their bid, same shall be treated as false declaration.

**12.0 “Restrictions on procurement from a Bidder of a country which shares a land border with India.”**

Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority as per Order F.NO. 7/10/2021-PPD (1), dated 23.02.2023 of Ministry of Finance. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same Competent Authority.

The Competent Authority for the purpose of registration shall be as mentioned in the above order of Ministry of Finance, Department of Expenditure, Public Procurement Division.

However, the said requirement of registration will not apply to bidders/subcontractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. The Contractor may apprise itself of the updated lists of such countries available in the website of the Ministry of External Affairs.

Bidder shall certify duly signed and stamped **Annexure-X** of the bidding document, confirming that the Bidder fully complies with “Restrictions on Procurement from a Bidder of a country which shares a land border with India”, which shall be submitted/uploaded along with Bid proposal.

Bidder's failure to comply with the aforesaid requirement regarding submission of **Annexure-X** may lead to rejection of the bid.

**DECLARATION OF BIDDER**

We undertake that:

1. In competing for (and if the award of work is made to us for execution) the above contract, we shall strictly observe the laws against fraud and corruption in force in India namely "***Prevention of Corruption Act, 1988***".
2. We are not under a declaration of ineligibility for corrupt and fraudulent practices or banned / debarred/ suspended from transaction/ business dealing by Ministry of Power (Govt. of India) or by THDCIL or appearing in the list of such bidders available on Central Public Procurement Portal (CPP Portal).

Date:

Signature

Place:

Name of the Authorized person

Designation

(Preferably to be given on the Firm's Letter Head)

**Format for submission of Offer**

1. Name of the Chartered Accountants Firm :
2. Registration Number of the Chartered Accountants Firm  
with Institute of Cost Accountants of India :  
(Enclose the copy of Registration Certificate )
3. Particulars of Chartered Accountants Firm :
  - i) (a) Address of the Firm as registered with ICAI:  
(b) Other address of the Firm (if different from 'a') :
  - ii) (a) Telephone Number with STD Code :  
(b) Mobile No. of the Senior Partner (for Contact Purpose)
  - iii) Fax Number with STD Code :
  - iv) Email address of the Firm :
  - v) Website of the Firm, if any :
  - vi) PAN No. of the Firm:
  - vii) GSTIN of the Firm:
  - viii) Bank details for EFT:

1.	Bank Name, Address and Telephone No.	
2.	Branch Name, Address & Code	
3.	Bank Account number with type of Account i.e. Saving/ Current	
4.	IFSC Code No. of the Bank	
5.	A cancelled cheque of the said Bank	

4. Technical Details:
  - i) Experience of conducting Statutory Audit (No. of Companies) (Details to be submitted in Annexure)
  - ii) Experience of PSU Audit (Details to be submitted in Annexure)
  - iii) No. of Practicing Chartered accountants on rolls and years of experience (Details to be submitted in Annexure)
  - iv) Details of the Firm or any of its partners disqualified or black- listed by the Comptroller and Auditor General of India or the Authority (if any) (Details to be submitted in Annexure)

- v) Details of the firm have an office in the State or in an adjacent State with practicing chartered accountants on its rolls in such State. (Details to be submitted in Annexure)
  - vi) Firm's year- wise details whose annual accounts (annual turnover exceeding Rs. 25,00,00,000) has been audited in any of the preceding 5 (five) Financial Years. (Details to be submitted in Annexure)
  - vii) Details of firms capability including the bio-data of all the practicing-chartered accountants on its rolls (Details to be submitted in Annexure).
5. We hereby confirm the acceptance of all provisions and the terms & conditions of the Invitation without any deviation.
  6. Our firm is not debarred/disqualified/black listed by any regulatory/statutory body or Government entity or any International/National agency for corrupt or fraudulent practices.
  7. We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that ~~we/our Collaborator/JV Partner/Consortium member~~ are/~~is~~ not from such a country and we don't have specified Transfer of Technology (ToT) arrangement with such countries or, if from such a country, have/~~has~~ been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. **We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.**

**\*We further confirm that evidence of valid registration by the Competent Authority for us/~~our Collaborator/JV Partner/Consortium member~~, as applicable, is enclosed as Annexure... \*\* ...**

**\*Bidder to strike-off, if not applicable.**

**\*\*Bidder to mention the Annexure no.**

8. i) We confirm that we fulfill the requirements of Local content for Class-I local supplier. The details of the location(s) at which the local value addition are as under:

Sl.NO.	Description of Goods & Services	Details of the location(s) at which the local value addition are made

- ii) We Confirm that we fulfil the requirements of Local content for Class-I local supplier for Item(s) mentioned in bidding document, as applicable. We further confirm that in case such item(s) are bought-out for us, we shall source the same from Class-I local supplier only.

We further confirm that we are presently not debarred/ banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department for Promotion of Industry and Internal trade (DPIIT).

In case a Bidder has been banned/debarred by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPPMII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para above and declaring the details of banning using additional sheets.

Bidder may also enclose additional sheets in similar format (if required), for providing details pertaining to local value addition.

Signature:

Name :

Designation:

Seal of the Audit Firm:.

Place: - .....

Date: - .....

List of enclosures:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

## ANNEXURE- III

### UNDERTAKING OF AGENCY FOR COMPLIANCE OF GST

- a. That the Applicant is registered under GST and compliant of GST provision.
- b. In case of non - compliance of GST provisions and blockage of any input credit, the Applicant shall be responsible to indemnify THDCIL/MDO.
- c. That all input credits have been passed on to THDCIL/MDO by the Applicant.

Place:

Date:

Signature

Authorized Signatory of Firm (Partner)

**Note: -Above undertaking is to be given on letter head of Firm**

**Annexure-IV**

**SELF DECLARATION**

**I/We, name of the firm.....declare that we have conducted statutory audit of the annual accounts of at least one hundred companies registered under the Companies Act, 1956/2013, including any re-enactment or amendment thereof, of which at least ten have been public sector undertakings as per detail given below:**

S. No.	Name of the Client (Company registered Under Companies Act)	Name of the PSU of which statutory audit completed	Financial year in which Statutory Audit conducted	Documents enclosed (Copy of LOA/PO/work order/completion certificate etc.)

Authorized Signatory

(Partner) : Name &

Seal of the Firm :

Date :

Place :

**ANNEXURE -V**

**UNDERTAKING FOR NOT BEING DEBARRED/BLACKLISTED**

I/We .....(name and post of authorized signatory) on behalf of ..... (Name of firm) do here by solemnly affirm and declare as follows:

Our firm or any of partner is not debarred/blacklisted by CAG of India/Auditor General of India/THDCIL and the debarment is not in force as on last date of submission of proposal. Our firm understand that in case above is discovered at later stage, our firm shall be liable for restraintment from bidding in THDCIL/MDO, apart from any other appropriate contractual action including debarment/blacklisting, termination of the contract.

[Signature and name of partner of the firm]

Date:

Place:

Note: Above undertaking is to be given on a non-judicial stamp paper of Rs. 10/-

**Annexure-VI**

**SELF DECLARATION**

**I/We, name of the firm \_\_\_\_\_ declare that we have conducted the statutory audit works of companies having turnover more than Rs.25 crores in any of the preceding 5 (five) F.Y. as per detail given below:**

S. No.	Name of the Client (Company registered Under Companies Act)	Financial year in which Statutory Audit conducted	Turnover (Rs in crores)	Documents enclosed (Copy of Audited Annual Accounts (Balance Sheet, P&L Account)

**Note-** Firms are also required to submit the bio data of all the practising-chartered accountants on its rolls.

Authorized Signatory

(Partner): Name & Seal

of the Firm :

Date :

Place :

**MDO AGREEMENT**

**SCHEDULE O**

**PANEL OF CHARTERED ACCOUNTANTS**

*(See Article 31.2.1)*

**1 Panel of Chartered Accountants**

Pursuant to the provisions of Clause 31.2.1 of the Agreement, the Authority and the MDO shall prepare a mutually agreed panel of five(5) reputable firms of Chartered Accountants having their registered offices in India (the “**Panel of Chartered Accountants**”). The criteria for preparing such Panel of Chartered Accountants and the procedure to be adopted in this behalf shall be as set forth in this SCHEDULE O.

**2 Invitation for empanelment**

2.1 The Authority shall invite offers from all reputed firms of Chartered Accountants who fulfil the following eligibility criteria, namely:

- (a) the firm should have conducted statutory audit of the annual accounts of at least one hundred companies registered under the Companies Act, 1956 or 2013 including any re- enactment or amendment thereof, of which at least ten should have been public sector undertakings;
- (b) the firm should have at least 5 (five) practising Chartered Accountants on its rolls, each with a minimum experience of 10 (ten) years in the profession;
- (c) the firm or any of its partners should not have been disqualified or black-listed by the Comptroller and Auditor General of India or the Authority; and
- (d) the firm should have an office in the State or in an adjacent State with at least 2 (two) practising Chartered Accountants on its rolls in such State.

2.2 Interested firms meeting the eligibility criteria shall be required to submit a statement of their capability, including the bio-data of all the practicing Chartered Accountants, on its rolls. In particular, each firm shall be required to furnish year-wise information relating to the names of all the companies with an annual turnover exceeding Rs. 25,00,00,000 (Rupees Twenty-Five Crore) whose annual accounts were audited by such firm in any of the preceding 5 (five) Financial Years.

**3 Evaluation and selection**

- 3.1 The information furnished by each firm shall be scrutinized and evaluated by the Authority and 1 (one) point shall be awarded for each annual audit of the companies specified in Paragraph 2.2 above. (By way of illustration, a firm which has conducted audit of the annual accounts of any such company for 5 (five) years shall be awarded 5 (five) points).
- 3.2 The Authority shall prepare a list of all the eligible firms along with the points scored by each such firm and 5 (five) firms scoring the highest points shall be identified and included in the draft Panel of Chartered Accountants.

#### 4 Consultation with the MDO

The Authority shall convey the aforesaid panel of firms to the MDO for scrutiny and comments, if any. The MDO shall be entitled to scrutinise the relevant records of the Authority to ascertain whether the selection of firms has been undertaken in accordance with the prescribed procedure and it shall send its comments, if any, to the Authority within 15 (fifteen) days of receiving the aforesaid panel.

#### 5 Mutually agreed panel

- 5.1 The Authority shall, after considering all relevant factors including the comments, if any, of the MDO, finalize and constitute a panel of 5 (five) firms which shall be deemed to be the mutually agreed Panel of Chartered Accountants.
- 5.2 After completion of every 5 (five) years from the date of preparing the mutually agreed Panel of Chartered Accountants, or such earlier period as may be agreed between the Authority and the MDO, a new panel shall be prepared in accordance with the provisions of this Schedule O.

## MDO AGREEMENT

### ARTICLE 31. ACCOUNTS AND AUDIT

#### 31.1 Audited accounts

31.1.1 The MDO shall maintain books of accounts recording all its receipts (including all revenues from mining fee and all incomes derived/collected by it from or on account of the Coal Mining Project and Coal. income, expenditure, payments, assets and liabilities, in accordance with this Agreement. Standard Industry Practice, Applicable Laws and Applicable Permits. The MDO shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within 180 (One hundred and eighty) days of the close of the Accounting Year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement. The Authority shall have the right to inspect the records of the MDO during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to the Authority for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either Party under this Agreement.

31.1.2 The MDO shall, within 90 (ninety) days of the close of each quarter of an Accounting Year, furnish to the Authority its unaudited financial results in respect of the preceding quarter, in the manner and form prescribed by the Securities and Exchange Board of India for publication of quarterly results by the companies listed on a stock exchange.

31.1.3 On or before the thirty-first day of May of each Accounting Year, the MDO shall provide to the Authority, for the preceding Accounting Year, a statement duly audited by its Statutory Auditors giving summarised information on (a) receipts on account of mining Fee, (b) all other revenues from, or account of the Coal Mining project, and (c) such other information as the Authority may reasonably require.

#### 31.2 Appointment of auditors

31.2.1 The MDO shall appoint, and have during subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of 5 (five) reputable firms of Chartered Accountant (the "**Panel of Chartered Accountants**") such list to be prepared substantially in accordance with the criteria set forth in Schedule O. All fees and expenses of the Statutory Auditors shall be borne by the MDO.

31.2.2 The MDO may terminate the appointment of its Statutory Auditors after a notice of 45 (forty-five) days to the Authority, subject to the replacement of Statutory Auditors being appointed from the Panel of Chartered Accountants.

31.2.3 Notwithstanding anything to the contrary contained in this Agreement, the

Authority shall have the right, but not the obligation, to appoint at its cost from time to time and at any time, another firm (the “**Additional Auditors**”) from the Panel of Chartered Accountants to audit and verify all those matters, expenses, costs, realizations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.

### **31.3 Certification of claims by Statutory Auditors**

Any claim or document provided by the MDO to the Authority in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its Statutory Auditors. For the avoidance of doubt, such certification shall not be required for exchange of information in the normal course of business.

### **31.4 Set-Off**

In the event any amount is due and payable by the Authority to the MDO, it may set-off any sums payable to it by the MDO and pay the balance remaining. Any exercise by the Authority of its rights under this Article 31.4 shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

### **31.5 Dispute resolution**

In the event of there being any difference between the findings of the Additional Auditors and the certification provided by the Statutory Auditor, such Auditors shall meet to resolve the differences and if they are unable to resolve the same, such Dispute shall be resolved by the Authority by recourse to the Dispute Resolution Procedure.

## ANNEXURE - IX

### **Sub: Preference to Make in India and Eligibility for Participation/ granting of Purchase Preference to Class-I local suppliers- regarding**

It is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of Goods and Services in India with a view to enhancing income and employment. In this regard, the following guidelines, concerning the procedure to be adopted for granting Eligibility for Participation/ purchase preference to local suppliers, are hereby issued:

#### **1.0. DEFINITIONS:**

- a) **'Local content'** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the goods, services or works procured (excluding net domestic indirect taxes) minus the value of imported content in the goods, services or works (including all customs duties) as a proportion of the total value, in percent.
- b) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed.
  - a. **'Class-II local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier'.
  - b. **'Non-Local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier'.
- c) **'L1'** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- d) **'Margin of purchase preference'** means the maximum extent to which the evaluated bid price of a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.

#### **2.0. ELIGIBILITY FOR PARTICIPATION/PURCHASE PREFERENCE:**

##### **2.1. ELIGIBILITY FOR PARTICIPATION**

Only Class-I local suppliers are eligible to Bid. Bids received (if any) from Class-II Local Supplier / Non Local Supplier shall be out rightly rejected.

##### **3.0. MINIMUM LOCAL CONTENT**

The local content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' is minimum 60%.

#### **4.0. MINIMUM LOCAL CONTENT**

- 4.1. The 'Class-I local supplier' shall be required to provide, in the Bid Form of Techno-Commercial Bid, self-certification / declaration that the Item offered meets the local content requirement for 'Class-I local supplier' and shall give details of the location(s) at which the local value addition is made.
- 4.2. The 'Class-I local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content during execution prior to submission of last bill for payment.
- 4.3. In case aforesaid Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration.
- 4.4. False declarations will be dealt in line with the CORRUPT AND FRAUDULENT PRACTICES as mentioned in the bidding documents.
- 4.5. In case of false declaration/violation of the provision of PPP-MII Order, if a bidder has been debarred / banned by Employer, then the fact and duration of debarment should be promptly brought to the notice of the Member-Convenor of the Standing Committee (as per para 16 of PPP-MII Order) and the Department of Expenditure through Ministry of Power, GOI.
- 4.6. A supplier who has been debarred/banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP) shall not be eligible for evaluation/preference, as applicable, under the aforesaid procedures for duration of the debarment. The 'Class-I local supplier' shall be required to furnish a confirmation in this regard in the Bid Form.

#### **5.0. LOCAL SOURCING**

- 5.1. The Bidder/its Sub-vendors must be Class-I local supplier for Item(s) mentioned in the Technical Specifications, as applicable, in case such item(s) are Self Manufactured/Bought-out.
- 5.2. The Bidder/Contractor are requested to encourage and promote domestic manufacturing and production of goods and services by sourcing goods and services applicable under the contract/ package from domestic suppliers/ service providers. In this regard, Bidder shall also follow guidelines/ advisory issued by Government of India from time to time, to the extent applicable to them, regarding promotion of local sourcing of goods including Bought out Items and services.

**CERTIFICATION FOR RESTRICTION ON PROCUREMENT FROM A BORDER SHARING COUNTRY**

(Certificate of full compliance on ITB clause titled “Restrictions on Procurement from a Bidder of a Country which shares a Land Border with India”)

Bidder’s Name and Address:

To,

Corporate Contracts,  
THDC India Ltd.,  
NCR Office, Plot No. 20 Sector-14,  
Kaushambi, Ghaziabad (U.P.)  
Ph. No. 0135-2476721/ 2476711  
E-mail: corpcontract@thdc.co.in

Dear Sirs,

- (1) With reference to our Proposal for **Empanelment of the Panel of Chartered Accountants for the Amelia Coal Mine Project, Amelia** (EOI no. THDCIL/NCR/CC-476), we hereby confirm and certify that we fully comply clause titled “**Restrictions on procurement from a Bidder of a country which shares a land border with India**”. We have read, understood and accepted the Clause titled “Restrictions on procurement from a Bidder of a country which shares a land border with India” and our bid is in compliance to this clause.
- (2) We confirm that if it is established that we have provided any false information in pursuance of the aforesaid clause, while competing for this contract, then our bid shall be rejected.
- (3) We further confirm that, if it is established that we have not complied with terms of aforesaid clause, during execution of contract, this would be a sufficient ground for immediate termination of the contract as per tender provision and shall be dealt accordingly.

Date :

(Signature).....

Name:

Place:

(Designation).....

.....

Company seal).....