

Office of the Chief General Manager (Internal Audit)

Email: ia@mahagenco.in

HDIL Building, A- Wing, 4th Floor,
Prof. Anant Kanekar Marg,
Bandra East, Mumbai-400051.

CGM (I/A)/MSPGCL/Garepalma/SA,AA EOI/DueDtExt. I-82 Date: 01.07.2022

AMENDMENT NO.-01

With reference to EOI published for the empanelment for the Appointment of Statutory /Additional Auditor for GarePalma-II Coal Mine Project, the **Clause E) Schedule Chart** of the EOI is amended as under;

Sr.No.	Particulars	Existing Dates	Amended Dates
1.	EOI submission end Date	30.06.2022	08.07.2022
2.	EOI Opening Date	04.07.2022	12.07.2022

All other clauses are remained unchanged.

Sd/-

Chief General Manager (I/A)



EXPRESSION OF INTEREST

FOR THE

EMPANELMENT OF STATUTORY/ ADDITIONAL

AUDITOR FOR GAREPALMA-II COAL MINE

PROJECT.

Maharashtra State Power Generation Company Limited
O/o Chief General Manager (Internal Audit)
HDIL Towers, A-Wing, 4th Floor
Prof. Anant Kanekar Marg, Station Road,
Bandra East, Mumbai-400051.

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NOTICE INVITING EXPRESSION OF INTEREST

EXPRESSION OF INTEREST IS INVITED FROM REPUTED CHARTERED ACCOUNTANT FIRMS FOR THE EMPANELMENT OF STATUTORY/ ADDITIONAL AUDITOR FOR GAREPALMA-II COAL MINE PROJECT. The panel shall be valid for the period of 5 (five) years.

MahaGenco, a public sector utility owned by Government of Maharashtra, is the second largest power generation utility in the country having generation capacity of 13186 MW comprising of Thermal, Hydel, Gas Turbine and Solar based power station spread across Maharashtra State.

Ministry of Coal (MoC), GOI has allotted Gare Palma Sector-II (GP-II) Coal Mine in Tamnar Tahsil, Raigarh Dist. Chhattisgarh to MahaGenco vide allotment order dated 31.08.2015. The GP-II Coal Block is spread over an area of 25.83 sq.km. (2583.48 ha).

International competitive bidding followed by Reverse bidding was carried out by MahaGenco for selection of Mine Developer & Operator (MDO) for GP-II coal mine. M/s Adani Enterprises Ltd. emerged as L1 i.e. successful bidder. As per tender condition, M/s Adani Enterprises Ltd. formed a special purpose company namely M/s Gare Palma II Collieries Pvt. Ltd. (GPIICPL) to work as MDO for GP-II Coal Mine. MahaGenco has executed Coal Mine Agreement (CMA) with M/s GPIICPL & M/s AEL on 31.03.2021.

A) Empanelment of Chartered Accountant firms:

As per the CMA, MahaGenco invites expression of interest (EOI) from reputed Chartered Accountants firms for formation of panel of 5 (five) audit firms which are mutually agreed by both MahaGenco & MDO. These empaneled firms will be eligible for appointment as Statutory Auditor / Additional Auditor for M/s GPIICPL.

The Mine Developer & Operator (MDO) shall appoint a firm chosen by it from the mutually agreed list of 5 (five) reputable firms of Chartered Accountants. All fees & expenses of the Statutory Auditors shall be borne by the Mine Developer & Operator.

Further, Mine Developer & Operator may terminate the appointment of its Statutory Auditor after a notice of 45 (forty five) days to MahaGenco, subject to the replacement of Statutory Auditors being appointed from the panel of Chartered Accountants.

MahaGenco shall have 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, realisations and things which the Statutory Auditors are required to do, undertake or certify pursuant as per Coal Mining Agreement.

B) Eligibility criteria:

Eligibility criteria are mentioned under with the point allotments. Firms will be shortlisted after considering eligibility criteria, points obtained etc.

C) Evaluation & Selection:

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 only) whose annual accounts were audited by such firm.

The information furnished by each firm shall be scrutinized and evaluated by the MahaGenco and points shall be awarded accordingly and 5 (five) firms scoring the highest points shall be identified and included in the draft panel of Chartered Accountants.

To further clarify the point allotment, 2.5 (Two point Five) points shall be awarded for each statutory audit assignment over and above 100 assignments. i.e. for 105 assignments, 12.5 points shall be awarded. A firm which conducted audit of annual accounts any such company for 10 (ten) years shall be considered as 10 assignments.

D) EOI submission:

The application to be submitted in the format prescribed in relevant Annexures along with copies of required documents mentioned. The application complete in all respect shall be forwarded to following address on or before **30.06.2022 till 17:00 hours.**

Office of Chief General Manager Internal Audit

HDIL Building, A-Wing, Fourth Floor,

Prof. Anant Kanekar Marg,

Bandra East, Mumbai-400051

E) Schedule Chart:

Activity	Date & Time
Publishing Date	01.06.2022
Last Date for receiving queries from Applicants	10.06.2022
MahaGenco response to the queries latest by	15.06.2022
EOI submission End Date	30.06.2022
EOI Opening Date	04.07.2022

QUALIFYING REQUIREMENT FOR EMPANELMENT WITH POINT ALLOTMENT:

Sr.No.	Particulars	Point allotment	Points
1	Number of Companies having turnover of Rs. 25 Crore or more including PSU whose Statutory Audit is conducted by the firm (Minimum 100 assignments)	2.5 (Two point Five) per assignment over & above 100 assignment.	30
2	Number of Public Sector Undertaking whose Statutory Audit is conducted by the firm (Minimum 10 PSU)	1 (One) per assignment	5
3	Firm having number of practicing Chartered Accountants having experience of 10 years or more. (Minimum 5)	1.5 (One point Five) per CA	15
4	Firm having offices in Maharashtra and/or Gujarat and/or Chhattisgarh or adjacent state of Chhattisgarh with at least 2 (two) practicing Chartered Accountants on its roll in such state	2.5 (Two point Five) per office per state	10
5	No. of years of existence	1(One) per Year	40
Maximum Points			100

F) Documents to be submitted along with the EOI application:

1. For criteria no. 01 & 02 Self-declaration duly certified by Partner that the firm has conducted statutory audit of annual accounts of companies registered under Companies Act 1956 or 2013 as the case may be and having financial turnover of Rs. 25 Crore or more. The firm is required to submit the information as per **Annexure-V & VI** respectively.
2. Constitutional Certificate issued by ICAI generated not before **01.04.2022** Shall be furnished against criteria no. 3,4 & 5.
3. Undertaking duly filled & signed as per **Annexure-III** regarding your firm or any of partners is not disqualified or blacklisted by C&AG and/or ICAI.
4. Copy of PAN Card
5. Copy of GST Registration Certificate.

G) EOI Opening Process:

- a) The Envelope containing documents as prescribed shall be opened on the date mentioned in the Schedule Chart. The intimation regarding the acceptance/ rejection of their EOI will be intimated to the firm through the Email.

- b) If any clarification is required supporting documents, any point in EOI, the firm will be asked to mail to **ia@Mahagenco.in** within time specified in Schedule chart. The queries received after the prescribed schedule date & time will not be entertained.
- c) MahaGenco reserves the right to accept or reject any or all applications without assigning any reasons. MahaGenco also reserves the right to call off the EOI process at any stage without assigning any reason.
- d) No firm shall be permitted to submit two separate EOI applications either as individual or as LLP.
- e) All supporting documents submitted with the EOI should be self-certified & stamped by the firm and serially numbered. An index of documents being submitted shall also be submitted in envelope.

H) General guidelines for applicants:

1. Application Format must be completely filled in. Incomplete applications will be out rightly rejected.
2. All EOI will be evaluated on the basis of the documents furnished along with the **application only**.
3. The applicant should enclose with application all necessary supporting documents with self-attestation in support of their credentials. In absence of documentary evidence no mark shall be awarded.
4. The empanelment shall be valid for the period of 5 (five) years from the date of issue of empanelment.
5. Any update to the EOI documents shall be hosted on our website; interested firms are requested to ensure that all updates are considered while submitting the EOI.
6. Any application received after the stipulated date & time, due to any reason whatsoever, will be rejected.
7. Internal Audit, Concurrent Audit, Account Management Services, Inventory/ Stock Audit, CPF/PF/Gratuity Audit, Cost Audit does not constitute full fledge audit for considering in support of experience towards Statutory Audit.
8. Depending upon the number of application, MahaGenco reserves the right to shortlist required number of firms as it deems fit. Merely satisfying the required criteria will not entitle the firm to be shortlisted for empanelment.
9. This EOI is only for the purpose of empanelment of Firms and does not guarantee/assure allotment of any assignment.

10. MahaGenco reserves the right to accept or reject any application without assigning any reason thereof.
11. The audit firm will be debarred from getting, in future, any type of audit either in MahaGenco or its associated companies in the following cases;
 - a) If the firm obtain the appointment on the basis of false/forged information at the time of submission of application for EOI.
 - b) The audit firm is found to have sub-contracted the assignment.
 - c) If the firm refused to take up audit in terms of appointment order.
 - d) If the firm does not submit the audit report complete in all respect in terms of appointment within prescribed time limit.
 - e) If the firm found involved in any malpractices, misbehaved with auditee office bearers or indulge in any unprofessional activity which is against the interest of MahaGenco and/or MDO.
 - f) During the tenure of empanelment if the firm is blacklisted by ICAI, C&AG or convicted by Court of any offense involving fraud.
 - g) Conditions as per related provisions of Companies Act 2013.
12. Application must be submitted under sealed cover super scribing the EOI Notice No. and date and the words, "APPLICATION FOR EMPANELMENT OF STATUTORY/ADDITIONAL AUDITORS FOR GARE PALMA-II" The name and address of the firm must also be indicated on the body of the envelope.
13. MahaGenco to be read as Maharashtra State Power Generation Company Limited and MDO (Mine Developer & Operator) to be read as M/s GPIICPL (Gare Palma II Collieries Pvt. Ltd.)

SCOPE OF WORK

The illustrative (but not exhaustive) list of task to be performed as Statutory Auditor by practicing Chartered Accountants firm is given as under;

The scope of work of Statutory Auditor (illustrative, but not exhaustive) is prepared taking reference to Article 31 “ACCOUNTS AND AUDIT” of the Coal Mining Agreement is as under;

- a) To verify/certify the MDO’s (Mine Developer & Operator)’s Financial Statements such as Balance Sheet, Profit & Loss Account, Cash Flow Statements along with the report thereon.
- b) To verify revenues from mining charges and all income derived/collected by MDO from or on account of the Mines and Coal.
- c) To verify Income expenditures, payments, assets and liabilities in accordance with the coal mining agreement, standard industry practice, applicable laws and applicable permits.
- d) To certify/audit on or before 31st day of May each Accounting year, for the preceding Accounting Year, a statement giving summarised information on i) receipts on account of Mining charge, ii) all other revenues from, on account of the Mines, and iii) such other information as the MahaGenco may reasonably require.
- e) To certify any claim or document provided by MDO to the MahaGenco in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto to make the claim/document valid and effective.
- f) Dispute Resolution: in the event of there being any difference between the findings of the Additional Auditors and the certification provided by the Statutory Auditors, such Auditors shall meet to resolve the differences and if they are unable to resolve the same, Dispute shall be resolved by MahaGenco by recourse to the Dispute Resolution Procedure.
- g) The Statutory Auditor is also required to audit and verify all those matters, expenses, costs, realisation and things which are required to undertake or certify pursuant to the Coal Mining Agreement.

The above work is inclusive and not exhaustive. The detail scope of work will be provided at the time of actual call-down assignment by Mine Developer & Operator.

PROPOSAL SUBMISSION FORM

**EMPANELMENT FOR APPOINTMENT OF STATUTORY / ADDITIONAL AUDITOR
FOR GARE PALMA-II COAL MINE PROJECT:**

Sr.No.	Particulars	Details
1	Name of the Firm	
2	Firm Registration Number (FRN)	
3	Address of Head Office with Contact details	
4	Address of Branch Offices with Contact details	
5	PAN No.	
6	GST Registration No.	
7	Date of Constitution of the Firm	
8	Number of Companies having turnover of Rs. 25 Crore or above whose Statutory Audit is conducted by the firm.	
9	Number of Public Sector Undertaking whose Statutory Audit is conducted by the firm.	
10	No. of Practicing Chartered Accountants having 10 years or more audit experience.	
11	Whether firm or any partner of the firm is black listed / disqualified by C&AG or ICAI.	
12	Details of Audit experience in Coal Mining/Power Generation sector (for information only).	
13	Bank Details: Bank Name, Branch Name Account No. (with Type of Account) IFSC Code Cancelled Cheque	

1. All information provided above is correct.
2. I/We have no objection if enquiries are made about the work listed by me/us against the qualifying requirement.

3. I/We have read all the terms and conditions and instructions of EOI and these are accepted by me/us.

It is confirmed that, all the documents required as per Qualifying Requirement of EOI are complied with.

I on behalf of the firm confirm that we have not taken any deviation from the specific terms and conditions of EOI documents. A copy of complete EOI document duly signed and sealed on all pages as a token of acceptance of all terms and conditions is attached.

Authorised Signatory
Name & Seal of the Firm

Name & Title of Signatory:

Contact Details.

UNDERTAKING FOR NOT BEING DEBARRED/BLACKLISTED

I/We.....(Name and post of Authorised Signatory) on behalf of
.....(Name of the Firm) do hereby solemnly affirm and declare
as follows:

Our firm or any of the partner is not debarred/blacklisted by C&AG/ICAI and debarment is not in force as on the date of submission of proposal. Our firm understand that in case above is discovered at later stage, our firm shall be liable for restraining from bidding in MahaGenco/MDO, apart from any other appropriate contractual action including debarment/blacklisting, termination of the contract.

(Signature & Name of the Partner of the Firm with seal)

Date:

Place:

Note: Above undertaking is to be given on non-judiciary stamp paper of Rs. 10/- (Rupees Ten only)

UNDERTAKING OF THE FIRM FOR COMPLIANCE OF GST

- i. That the applicant is registered under GST and compliant of GST provisions.
- ii. In case of non-compliance of GST provisions and blockage of any input credit, the Applicant shall be responsible to indemnify MahaGenco/MDO.
- iii. That all input credits have been passed on to MDO by the applicant.

(Signature & Name of the Partner of the Firm with seal)

Date:

Place:

Note: Above undertaking is to be given on Letterhead of the Firm.

SELF DECLARATION

I/We,(Name of the Firm) declared that we have conducted the Statutory Audit work of at least 100 Companies having turnover of Rs. 25 Crore or more are given below:

Sr.No.	Name of the Client (Name of the Company registered under Companies Act) (Including Public Sector Undertaking)	Financial Year of which Statutory Audit conducted	Turnover of the Company in the Financial Year of which Statutory Audit conducted.	Document enclosed (Copy of audited P&L Account and/or Work Completion Certificate on which turnover is mentioned)

Authorised Signatory (Partner):

Name & Seal of the Firm:

Date:

Place:

SELF DECLARATION

I/We,(Name of the Firm) declared that we have conducted the Statutory Audit work of at least 10 Public Sector Undertakings out of having turnover of Rs. 25 Crore or more are given below:

Sr.No.	Name of the Client (Name of the Public Sector Undertaking)	Financial Year of which Statutory Audit conducted	Turnover PSU in the Financial Year of which Statutory Audit conducted.	Document enclosed (Copy of audited P&L Account and/or Work Completion Certificate on which turnover is mentioned)

Authorised Signatory (Partner):

Name & Seal of the Firm:

Date:

Place:

COAL MINING AGREEMENT

ARTICLE 31 ACCOUNTS AND AUDIT

31.1 Audited Accounts

31.1.1 The Mine Developer and Operator shall maintain books of accounts recording all its receipts (including revenues from Mining Charge and all incomes derived/collected by it from or on account of the Mine and Coal), income, expenditure, payments, assets and liabilities, in accordance with this Agreement, Standard Industry Practice, Applicable Laws and Applicable Permits. The Mine Developer and Operator 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 90 (ninety) 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. MahaGenco shall have the right to inspect the records of the Mine Developer and Operator during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to MahaGenco 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.

Such records and books of account shall be required to be maintained for a period of 6 years. Mine Developer and Operator shall ensure that such records and books of accounts are sufficient to enable verification of the Mine Developer and Operator's compliance with its obligations under this Agreement.

31.1.2 The Mine Developer and Operator shall, within 30 (thirty) days of the close of each quarter of an Accounting Year, furnish to MahaGenco 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 companies listed on a stock exchange.

31.1.3 On or before the thirty-first day of May each Accounting Year, the Mine Developer and Operator shall provide to MahaGenco, for the preceding Accounting Year, a statement duly audited by its Statutory Auditors giving summarised information on (a) receipts on account of Mining charge, (b) all

other revenues from, or account of the Mines, and (c) such other information as the MahaGenco may reasonably required.

31.1.4 Mine Developer and Operator shall permit MahaGenco or any other person or agency authorised by MahaGenco to access and take copies of the Mine Developer and Operator's record and any other information held at the Mine Developer and Operator's premises and to meet with the Mine Developer and Operator's personnel to audit the Mine Developer and Operator's compliance with its obligations under this Agreement. Such audit rights shall continue for 3 (three) years after Termination of this Agreement. Mine Developer and Operator shall give all necessary assistance to the conduct of such audit during the terms of this Agreement and for a period of 3 (three) years after Termination of this Agreement.

31.2 Appointment of Auditors

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

31.2.2 The Mine Developer and Operator may terminate the appointment of its Statutory Auditors after a notice of 45 (forty five) days to MahaGenco, 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, MahaGenco 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 Auditor") from the Panel of Chartered Accountants to audit and verify all those matters, expenses, costs, realisations 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 Mine Developer and Operator to MahaGenco 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 MahaGenco to the Mine Developer and Operator, it may set-off any sums payable to it by the Mine Developer and Operator and pay the balance remaining. Any expenses by MahaGenco of its rights under this Clause 31.4 shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

31.5 Inspection

MahaGenco or any other person or agency authorised by MahaGenco shall have the right to free ingress and egress within any part of the coal mine at any time to inspect works or activities being undertaken or implemented by Mine Developer and Operator in order to monitor and verify compliance with the terms of this Agreement and with all Applicable Laws.

31.6 Dispute resolution

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