



NLC INDIA LIMITED
(Navratna - Government of India Enterprise)

Corporate Office, Block-1, Neyveli - 607 801, Tamil Nadu, India

CIN: L93090TN1956GO1003507

**OFFICE OF THE CHIEF GENERAL MANAGER / CONTRACTS & IE
CORPORATE OFFICE**

**DOMESTIC COMPETITIVE BIDDING THROUGH E-TENDER
NOTICE INVITING EXPRESSION OF INTEREST
FOR**

**Empanelment of Cost Audit Firm (Partnership / Limited Liability
Partnership) as Cost Auditor of NLC INDIA LIMITED for the Financial
Years 2022-23, 2023-24 and 2024-25.**

Tender No: CO CONTS/0002N/Cost Audit/e-Conts /2022. Date: 24.01.2022

Date & Time of Opening of EOI Tender: 21.02.2022 @15.00 Hrs.

Phone: 04142-212308/251620

Website: www.nlcindia.in

**E-Mail: corporate.conts@nlcindia.in
gmconts@gmail.in**

Registered Office: 135, E.V.R. Periyar High Road, Kilpauk, CHENNAI- 600 010

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SECTION-A
SCHEDULE OF TENDER (SOT)

NLCIL TENDER No.	CO CONTS/0002N/Cost Audit/e-Conts/2022. Date: 24.01.2022
Name of Work	Empanelment of Cost Audit Firms (Partnership / Limited Liability Partnership) as Cost Auditor for the Financial Years 2022-23, 2023-24 and 2024-25
MODE OF TENDER	DOMESTIC COMPETITIVE BIDDING – e-Tendering System in single cover (Online Techno-Commercial Bid)
Date of Tender document available to firms in NeAT (NLCIL E-Auction & Tendering) portal	25.01.2022
Date & Time of Pre-bid meeting	01.02.2022 @ 11.00 A.M. through Video Conference
Date of Starting of e-Tender for submission of on-line Bid	04.02.2022 from 11.00 Hrs. (IST)
Date of closing for submission of online EOI bid	21.02.2022 at 14.30 Hrs. (IST)
Date & Time of opening of Online Bid	21.02.2022 at 15.00 Hrs. (IST)

Section – B

Notice Inviting Bid

DOMESTIC COMPETITIVE BIDDING

through e-Tender

Expression of Interest (EOI)

Empanelment of Cost Audit Firms (Partnership / Limited Liability Partnership) as Cost Auditors for the Financial Years 2022-23, 2023-24 and 2024-25.

1. NLC India Limited invites Online Bids in English for Expression of Interest (EOI) for Empanelment of Indian Cost Audit Firms (Partnership / Limited Liability Partnership) as Cost Auditor of NLC India Limited as detailed below:

Tender No. CO CONTS/0002N/Cost Audit/e-Conts/2022 Date: 24.01.2022.		
i	Name of work	Empanelment of Cost Audit Firm (Partnership / Limited Liability Partnership) as Cost Auditor for the Financial Year 2022-23, 2023-24 and 2024-25.
ii	Date of Tender document available to firm to in NLCIL e-conts portal	25.01.2022
iii	Date & Time of Pre-bid meeting	01.02.2022 @ 11.00 A.M. through Video Conference
iv	Date of Starting of e-Tender for submission of on-line Bid	04.02.2022 from 11.00 Hrs. (IST)
v	Date of closing for submission of online bid	21.02.2022 at 14.30 Hrs. (IST)
vi	Date & Time of opening of Online Bid	21.02.2022 at 15.00 Hrs. (IST)

2. The instruction to bidders and other details are available in the Tender Documents. Any offer received after the expiry of the time specified for submission the bid is liable for rejection.
3. The Tender Documents (non-transferable) can be downloaded from NLCIL Website (www.nlcindia.in) / (<https://procure.nlcindia.in>) / CPP Portal (www.eprocure.gov.in).
4. For any clarification, please contact O/o the Chief General Manager/Contracts & IE, Corporate Office, NLC India Ltd., Neyveli – 607 801, Phone No: 04142-212308/251620, Fax No: 04142–252645/252646, E-Mail ID: corporate.conts@nlcindia.in, gmconts@gmail.com, within 7 (Seven) days from the date of the Tender.
5. Amendments/Errata/Corrigendum/Clarifications, if any, issued for the Tender shall form part and parcel of the Tender Document. Amendments / Errata / Corrigendum /

Clarifications will be hosted in NLCIL's websites, NeAT (NLCIL e-Auctioning & Tendering) portal and CPPP (Central Public Procurement Portal). Firms are requested to visit NLCIL's websites, NeAT (NLCIL e-Auctioning & Tendering) portal / CPPP and note the Amendments / Errata / Corrigendum / Clarifications before submission of offer. Any ignorance on the part of the firms in not seeing the websites will not be an excuse. NLCIL shall not be responsible if any Bidder omits to notice any Amendments/ Errata /Corrigendum / Clarifications. The Amendments /Errata/Corrigendum/Clarifications will be numbered serially.

6. Bids shall be submitted through online only [i.e., through NeAT (NLCIL e-Auctioning & Tendering) portal (<https://procure.nlcindia.in>)] Bids submitted by Telefax or E-Mail or off-line bids received shall be rejected.
7. NLCIL reserves the right to reject any tender or all tenders received at its discretion without assigning any reason whatsoever.
8. The submission of offer concerned shall have no cause of action or claim against the NLCIL for rejection of offer. The firm, whose offer is not accepted shall not be entitled to claim any costs, charges and expenses incidental to or incurred by them in connection with submission of their bid or its consideration by NLCIL, even though NLCIL reserves the right to modify / withdraw the Invitation to Tender or does not accept the offer or cancel the Tender as a whole.
9. NLCIL shall always be at liberty to reject or accept any bid or bids or part thereof at its sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against NLCIL.


Chief General Manager / Contracts & IE

Section C

Instruction for Online Bidding

1. INSTRUCTIONS FOR SUBMISSION OF EOI DOCUMENTS THROUGH ONLINE AT NeAT PORTAL:

Bidders are requested to read the terms & conditions of this tender before submitting their online bids. In this document the terms “bidders” and “Bidders” mean one and the same.

i. Pre requisites for accessing NeAT Portal/Website

a) Software Requirements

- *Operating system: Windows 7 & above.*
- *Web browser: Google Chrome or Firefox or Edge or Internet Explorer 11 or above.*
- *Java JRE: JRE 1.8 or above.*
- *PDF reader: Adobe Acrobat Reader 8 or above.*

b) Digital Certificate

Bidder should have a legally valid **CLASS III Digital Certificates (i) Digital Signature, non-repudiation certificate (used for Signing) and (ii) Key Encipherment Certificate (used for encrypting Bid Document) with Organisation name** from any of the licenced Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) OF India.

Ensure that all necessary trust certificates and drivers are installed as per CA’s instruction and working properly. **For detailed guidance about browser and Java configuration the bidders are advised to go through the guide available in the NeAT portal <https://procure.nlcindia.in>.**

ii. Enrolment:

Bidders interested to participate in the tender require to complete the enrollment process at NeAT <https://procure.nlcindia.in> to create their account/user id and password, if not done already.

Bidder(s) having a valid NeAT account with user id and password can only submit their bids online electronically. Bidders are required to make their own arrangement for bidding from a computer connected with Internet. NLCIL shall not be responsible for making such arrangements.

2. Bidding Process:

i. Preparation of Bid

The Bidder will be able to prepare his EOI Bid online, using the respective Forms available in the system. For Guidelines, please refer to the help section in the Portal.

Before submission of bid, the Bidder can edit and save his bid any number of times till closing time for submission of the bid.

After submission of bid, if the Bidder wants to edit his submitted bid then he has to first delete his submitted bid and then edit his bid and resubmit before closing time for submission of the bid. Only submitted bids will be considered for evaluation. Any saved bids that are not submitted will be deleted by the system after the due date of opening.

Bidder can attach files containing company profile details, scanned copies of document, etc., which are required for the Tender. The documents attached should be in PDF format.

File Size: 10 MB is the maximum size of a single file that can be attached.

ii. e-Bid Submission and Signing

Submission of e-bids online is a two-step process. In the first step, the EOI Bid have to be filled and submitted. In the second step, these bids have to be digitally signed using Bidder's Digital Signature Certificate.

Bidder cannot submit any bid after the due date and time stipulated in the e-Tender.

All bids submitted by Bidder can be viewed by clicking on the link "Submitted bids" provided in the left menu of the corresponding Bidder's home page.

All notices and correspondence to the bidder(s) shall be sent by email message only during the process till finalization of tender. Hence, the bidders are required to ensure that their email address provided at the time of registration is valid and updated. Non receipt of email will not entitle any bidder to lodge any claim and no complaint in this regard shall be entertained. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

Bidders are advised to see the website regularly to remain updated with latest information to ensure that they do not miss out any corrigendum / addendum uploaded against the said e-tender after downloading the e-tender document. The responsibility of downloading the related corrigendum, if any, will be that of the bidders.

iii. Process of e-Tender:

- a. On the scheduled date and time of tender opening, Tender Opening Committee shall open online bids. Tender Opening Committee shall confirm Compliance of Important Tender Conditions.
- b. If a bidder desires to be present at the time of Tender Opening, he shall depute his representative(s) (not more than two persons) in time with due authorization for participating in the Tender Opening.

iv. Bidding in e-Tender:

- a. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- b. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

- c. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Purchaser will form a binding contract between Purchaser and the Bidder for execution of work.
- d. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- e. NLCIL reserves the right to cancel or reject or accept or withdraw or extend this bidding process without assigning any reason thereof.
- f. The server time shall be treated as final and binding. Bids recorded in the server before the bid closing time will only be treated as valid bid. Bidders are, therefore, advised to submit their bids well before the closing time of e-tender. If any bid reaches the server after the bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained.
- g. Bidders are advised to exercise caution in quoting their bids in e-tender to avoid any mistake. Bids once submitted cannot be recalled.
- h. Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the NIB.

3. Deadlines For Submission of Applications:

Applications must be submitted online not later than the time and date stated in the Schedule. NLCIL shall not be liable for loss/non-receipt/late receipt of above documents. In the event of the specified date for submission of bids being declared a holiday for NLCIL, bids will be received up to the appointed time on the next working day.

NLCIL may, at its discretion, extend this deadline for submission of bids by amending the Enlistment documents, in which case all rights and obligations of NLCIL and Bidders will thereafter be subject to the dead line as extended.

4. Amendment/Corrigendum to the Tender Documents:

- i.** At any time prior to the deadline for submission of bids, NLCIL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, issue an amendment to the Tender documents.
- ii.** Amendments/Errata/Corrigendum/Clarifications, if any, issued for the Tender shall form part and parcel of the Tender Document. Amendments / Errata / Corrigendum / Clarifications will be hosted in NeAT portal, NLCIL's websites and CPPP. Firms are requested to visit NLCIL's websites / CPPP and note the Amendments / Errata / Corrigendum / Clarifications before submission of offer. Any ignorance on the part of the firms in not seeing the websites will not be an excuse. NLCIL shall not be responsible if any Bidder omits to notice any Amendments/Errata /Corrigendum / Clarifications. The Amendments /Errata/Corrigendum/Clarifications will be numbered serially.
- iii.** In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, NLCIL may, at its discretion, extend the deadline for the submission of bids.

5. Opening Of EOI:

- i. NLCIL will open the online bids on the date and time specified in this EOI Tender Document/Corrigendum. In the event of the specified date for the opening of bid being declared a holiday for NLCIL, bid will be opened at the appointed time on the next working day. Bidder's attendance during the bid opening in NLCIL Premises is not envisaged.
- ii. Bids submitted by Fax/Email and the bids received after the expiry of the time specified for receiving completed bids shall be rejected.
- iii. Bids which are complete, complying and responsive to the requirements of the Empanelment Document will be considered for evaluation

6. General Instruction

- i. The Bidder shall submit their EOI documents through online at NeAT Portal <https://procure.nlcindia.in> after carefully examining the documents. The Bidder's name stated in the EOI Bid shall be the exact legal name of the firm.
- ii. Bidders shall ensure that all uploaded documents are duly authorized by a Partner with his name and seal of the firm. Further Bidders are required to submit an undertaking as a confirmation of acceptance of terms & conditions of this EOI tender.
- iii. Bidder may note that mere submission of filled in bid for enlistment and/or submission of additional information do not automatically entitle him to claim for enlistment. NLCIL at its sole discretion may invite or modify or annul the process without assigning reasons whatsoever.
- iv. Bidders to further ensure that EOI documents uploaded by NLCIL are being downloaded properly. File related to particular Attachment/Schedule including their Annexure, Appendices, if any, shall be given name of that Attachment/Schedule only.
- v. Bid shall be hosted/ uploaded on the system as per the time lines & the schedule specified on the EOI tender notification.

Section D

Detailed Notice Inviting EOI Documents

1. Introduction

NLC India Limited (NLCIL), a Navratna PSU Government of India Enterprise functioning under the administrative control of the Ministry of Coal, registered under the Indian Companies Act 1956, engaged in mining of Lignite & Coal and Power generation through Thermal & Renewable Energy. For more details on the activities of NLCIL, please refer to www.nlcindia.in

2. Expression of Interest towards empanelment of Cost Auditor for the Financial Years 2022-23 to 2024-25

NLC India Limited, a 'Navratna' Government of India Enterprise, invites Expression of Interest (EOI) from reputed Indian Cost Audit Firms (Partnership / Limited Liability Partnership) for Empanelment as Cost Auditors for the Financial Year 2022-23, 2023-24 and 2024-25. Appointment will be initially for a period of one (1) year (i.e., 2022-23) and renewal for the year 2023-24 & 2024-25 will be subject to performance in the preceding years respectively.

3. Coverage of Cost Audit:

For the purpose of Cost Audit for the FY 2022-23, the following operating units shall be considered. Additional Operating Units, if any, will be covered under the Cost Audit as and when commissioned during the FY 2022-23 or during the subsequent years.

Sl. No	Name of the Unit	Capacity
	Mining	MTPA
1	Mine I	8.00
2	Mine IA	3.00
3	Mine II	15.00
4	Barsingsar Mine	2.10
5	Talabira Coal Mine	20.00*
	Total	48.10
	Power Generation- Thermal	MW
6	TPS I Exp.	420
7	TPS II	1,470
8	TPS II Exp.	500
9	Barsingsar TPS	250
10	NNTPS	1,000
	Sub Total Thermal Power	3,640
	Power Generation- Renewable	MW
11	Wind Power	51
12	Solar Power	10
13	Solar Power	130
14	Solar Power	500

15	Solar Power	709
16	Roof Top Solar	1.06
17	Solar Power Andaman	20
	Sub Total Renewable Power	1,421.06
	Total Power	5,061.06

*Expected to attain peak rated Capacity of 20 MTPA by January 2027

4. Scope of Work:

- i. Cost audit shall be conducted in accordance with the provisions of the Companies (Cost Records and Audit) Rules, 2014 and subsequent amendments if any, in respect of designated locations/ work centers of the Company. Cost audit shall also be in adherence to the relevant orders / clarification, issued from time to time by Cost Audit Branch, Ministry of Corporate Affairs, Govt. of India and the Cost Accounting Standards issued by the Institute of Cost Accountants of India.
- ii. Cost audit team should consist of adequate number of qualified/semi-qualified Assistants (Cost / Chartered Accountants) led by a Senior Partner (Should be Cost Accountant) of the Firm, being commensurate with the size of the Company's work centre.
- iii. Verification and certification of Cost Proforma maintained at work centres as per (Cost Records and Audit) Rules, 2014.
- iv. Checking of cost accounting records of respective work centres after the consolidation of the same into cost accounting records for the Company as a whole.
- v. Verification and Certification of Annexure to Cost Audit Report.
- vi. Submission of Cost Audit Report to the Company within timelines. Presentation to Management/ Audit Committee/ Board of Directors for the observations / suggestions for improvement of maintenance of Cost Records and Accounting.
- vii. Cost Audit firms so appointed shall commence Cost Audit and submit Cost Audit Report for the Company as a whole as per guidelines issued by MCA (Ministry of Corporate Affairs) from time to time.
- viii. Assist the company in filing of Cost Audit Report and Annexures to the Cost Audit Report to Ministry of Corporate Affairs (MCA), Government of India, by the Lead Cost Auditor, within the scheduled date prescribed by MCA. XBRL Filing Form CRA-4 or any other form/fillings to be submitted to Central Govt within the scheduled date.
- ix. Compliance with any other instruction issued in respect of cost audit under Companies Act, 2013.

5. Audit Fees:

- i) For the FY 2022-23, Audit fee shall be ₹ 5 Lakhs.
- ii) For FY 2023-24 & 2024-25 Audit fees will not be less than ₹ 5 Lakhs
- iii) Out of Pocket expenses (Any expenditure relating to Audit process other than travelling or Lodging Cost) will be paid at actual.
- iv) Taxes and Duties shall be paid extra, on Audit fees, and out of Pocket Fees as applicable.

- v) However, on commencement of any new production unit (other than those mentioned at Para 3), the Audit fee will be increased by ₹ 25,000 (Rupees twenty-Five Thousand only) for each additional unit.

6. Payment Terms:

100% of Audit Fee is payable on completion of all formalities in the scope of work. Out of pocket expenses is payable on submission of claim with necessary documentary evidence with audit fees.

7. Travelling, Lodging Expenses and other Expenses:

- i. Travel will be arranged by NLCIL for Partners and one Staff (CMA Qualified) – Taxi/ Air (Economy class)
- ii. Travel for any Additional Audit staff will be arranged by Firm and reimbursed for – Bus/ Third A/c Train
- iii. Local Travel at Neyveli / Chennai / Barsingsar / Odisha / or any other Project Locations will be arranged by NLCIL.
- iv. The Company will provide free accommodation based on availability.
- v. In case Travelling or Lodging is not arranged by NLCIL wherever applicable, the same will be reimbursed at Actual as per following rule:
 - a. Travelling Expenditure: as per para 7 (i), (ii) & (iii) above, based on the documentary evidence.
 - b. Lodging Expenditure on documentary evidence based on below eligibility criteria (taxes and duties will be paid extra):

Particular	Eligibility (₹/Day)
Partners and one Staff (CMA Qualified)	Metro City: ₹ 14000 Other Principle City: ₹ 11000 Ordinary City: ₹ 8800
Additional audit Staff	Metro City: ₹ 5600 Other Principle City: ₹ 4400 Ordinary City: ₹ 3520

Note: Metros are Mumbai, Delhi, Chennai, Kolkata, Bengaluru & Hyderabad. All State Capitals excluding Metros will be treated as "Other Principal Cities". All other locations including Capital Cities of Union Territories will be treated as, Ordinary Cities"

- vi. Reimbursement of expenditure including out of Pocket expenses (other than Audit Fees, Travelling and lodging Expenditure) will be restricted to 20% of the Audit Fees.

8. Evaluation Criteria for Empanelment:

- i. Only Firms of Cost Accountants registered with the Institute of Cost Accountants of India (ICAI) shall be considered for appointment as Cost Auditors for conducting Cost Audit of the Company.

- ii. The firm or partner shall be free from any disqualification and limits as specified under Sec 141 of the Companies Act,2013 and the firm shall comply with Section 141 (3) and 148 (3) of Companies Act,2013.
- iii. The bidder shall furnish Self Declaration that the firm or partner have not been Blacklisted or removed from the services by any of their Auditee clients or NLCIL or CAG due to any professional misconduct or breach of professional ethics.

9. Cooling period

A firm which has served as Cost Auditor in NLCIL in last three consecutive Financial years (i.e., 2019-20 to 2021-22) will not be eligible for submitting EOI.

10. Basis of Marks/Selection

The following will be the basis of marks for the selection and selection will be made on the basis of attainment of highest marks.

Sl. No.	Parameter	Selection Criteria	Basis of Marks	Point(s) per Criteria	Maximum Marks	
1	Evaluation Category – I : Size of the Firm (Max. 45 Marks)					
1(a)	Firm's Experience	Year of Establishment of Firm since date of registration with the Institute of Cost Accountants of India (ICAI)	No. of Years since Firm's Registration in the present name	2 Marks for each completed year	20	
1(b)	Turnover of the Firm	Turnover of the Firm in FY 2020-21 (audited / accounts) ^{Note 3}	Turnover above ₹ 30 Lakh	7 Marks	7	
			Turnover less than or equal to ₹ 30 Lakh	5 Marks		
1(c)	Fellow / Associate membership of Partners	Number of Partners in the Firm (The partners must be holding certificate of practice issued by Institute of Cost Accountants of India and should be in whole time practice).	Name, Qualification and membership number of each partner specifying Fellow or Associate		18	
			- Fellow Partners	Fellow Member of Institute of Cost Accountants of India (FCMA)		3 Marks for each FCMA
			- Associate Partners	Associate Member of Institute of Cost Accountants of India (ACMA)		2 Marks for each ACMA
2	Evaluation Category – II: Manpower Strength of the Firm (Max. 15 Marks)					
2(a)	Qualified Assistants / Employee	Number of qualified assistants/Employee (Cost / Chartered accountant) in the Firm. (He/she shall be	Name & Qualification of each Qualified Assistant /Employee specifying Fellow or Associate of	2 Marks per Qualified Assistants	10	

Sl. No.	Parameter	Selection Criteria	Basis of Marks	Point(s) per Criteria	Maximum Marks
		associated with the firm since last two years, post qualified)	respective Institute.		
2(b)	Semi-Qualified Assistants	Number of semi-qualified assistants / Employee (Intermediate pass Cost/ Chartered accountant) in the Firm. (He/she should have passed intermediate examination on or prior to Nov/Dec 2020 term)	Name & Qualification of each Semi-Qualified Assistant / Employee specifying levels of Exams passed of respective Institute.	1 Mark per Semi qualified Assistants.	5
3	Evaluation Category-III: Exposure/ Experience of the Firm (Max. 40 Marks)				
	Cost Audit Experience	The Firm having the experience in conducting statutory Cost Audit in Central /State PSUs / Private sector Companies (Copy of appointment letter issued by the Companies is required to be Submitted).			
3(a)	In Public Sector Companies	Mining/ Power Sector	No. of Companies Audited during Preceding seven financial years i.e., Audited for the year 2014-15 to 2020-21 (name of the company, financial year audited)	3 Marks per Company per Year	15
3(b)	In Private Sector Companies	Mining/ Power Sector whose turnover is equal to or more than ₹ 250 Crore.		2 Marks per Company per Year	10
3(c)	In Public Sector Companies	Other than Mining and Power Sector Central Public Sector Enterprises (CPSEs) whose turnover is equal to or more than ₹ 250 Crore.	No. of Companies Audited during Preceding seven financial years i.e., Audited for the year 2014-15 to 2020-21 (name of the company, financial year audited)	2 Marks per Company per Year	10
3 (d)	In Private Sector Companies	Other than Mining and Power Sector Private Sector Company whose turnover is equal to or more than ₹ 250 Crore.		1 Mark per Company per Year	5
				Total	100

Note-1: Evaluation Criteria vide Sl. No. 1(a), 1 (c) 2(a), and 2 (b) will be reckoned on

31.12.2021. And criteria 3(a), 3(b), 3(c) and 3(d) will be reckoned for period prior to 01.04.2021

Note-2: Only those Audit firms, that secures 50% marks and above as per criteria given above shall be considered for empanelment.

Note-3: For criteria 1(b) if the Audited Accounts of FY 2020-21 is not available then Audited Accounts of FY 2019-20 can be submitted for Evaluation.

11. Evaluation of Bids:

The EOI bids will be opened online on the specified date of tender opening. The Bidder has to satisfy himself that full information is furnished as required in the Specifications. Lack of particulars or incomplete information furnished will run the risk of rejection of the bid.

The following procedure will be adopted for evaluation of Bids.

- i) Marks will be provided to the bidders as per the above criteria in Para 10 above and the bidders will be ranked as R1, R2, R3 etc. starting from the highest marks and in the descending order.
- ii) In case of Tie of the marks between two or more firms, rank will be assigned considering the date of establishment of the firm.

If further tie of marks arises, then the Firm with higher number of Fellow Members of the Institute of Cost Accountants as partners will be ranked higher.

In case of further tie of marks, the Firm with higher number of Associate Members of the Institute of Cost Accountants as partners will be ranked higher.

12. List of documents to be submitted along with the applications/EoIs:

Interested Cost Accountants firms are advised to go through contents of the EOI documents carefully and upload all attested copies of the following documents in proper sequence along with the EOIs as described hereinafter:

- i. Registration certificate of the firm issued by the Institute of Cost Accountants of India, Information related to year of establishment of Head Office & Branch Office(s) addresses.
- ii. Copy of Membership certificate and Certificate of Practice (COP) for partners will be treated as conclusive & final information for evaluation of EOIs.
- iii. Copy of relevant pages from latest audited financial report showing the annual turnover.
- iv. Copy of Final Examination Certificate of the qualified assistants issued by the respective Institutes along with the documentary evidence establishing payment of the salaries by the Firm to the qualified assistants in the month of December 2019,

December 2020 & December 2021.

- v. Copy of Intermediate Examination Certificate of the semi-qualified assistants issued by the respective Institutes in evidence of qualifications along with the documentary evidence establishing payment of the salaries by the Firm to the qualified assistants in the month of December 2021.
- vi. Copies of appointment letters for Cost Audit issued by the companies to establish the experience of the firm.
- vii. Copy of PAN Card.
- viii. Copy of GST Registration.
- ix. Signed EOI Document
- x. Power of Attorney

13. General Terms and Conditions:

- i. This invitation for EOI is only for the purpose of short-listing/empanelment of Firms and does not carry any assurance for Cost Audit assignments of the company.
- ii. Only empanelled firms will be intimated about their selection in due course.
- iii. The Company reserves its right to accept or reject any application/s without assigning any reasons therefore. The decision of the Company for empanelment of the Firms will be final and binding upon the parties participating in the short-listing/empanelment.
- iv. Firm should deploy a team for undertaking the audit, after a thorough perusal of the requirements of the appointment letter, terms & conditions contained therein. The Head of Finance of the Unit will coordinate with the Audit Team for smooth functioning of the audit.
- v. The Cost Auditor will ensure that the information obtained in respect of the operation of the Unit is maintained in strict confidence and secrecy. A Certificate towards maintaining confidentiality is to be provided by the Cost Auditor, to whom appointment letter has been issued, at the time of acceptance of Audit assignment.
- vi. The appointment of the Cost Audit Firm will be initially for one year i.e. 2022-23 with a provision to renew further for 2nd and 3rd year (2023-24 & 2024-25), subject to satisfactory performance in 1st and 2nd year as the case may be with an overall ceiling of three years.
- vii. If progress/performance of the audit team is not found satisfactory, NLCIL's Management reserves the right to terminate the appointment of the Firm.
- viii. The Audit Firm will be suspended and debarred for 5 years from getting Audit assignments in NLCIL and its subsidiaries in the following cases:
 - a) If the Firm obtains the appointment on the basis of false information/false statement at the time of submission of application/documents for the EOI.
 - b) If the Audit Firm is found to have sub-contracted the work.

- c) If the Firm does not take up the audit assignment in terms of the appointment letter or there is wilful suppression of fact or furnishing wrong information/manipulated/forged document or using other illegal/unfair means.
- d) If the Firm does not submit the Audit Report, complete in all respect, as terms of the appointment.
- e) If the Firm/LLP/Partners/employers are found to be guilty of involving in malpractices like bribery, corruption etc.
- f) If the Firm/LLP/ withdraws/modifies/impairs/derogates his offer on his own after tender are opened or fails to accept the LOA.

14. Cancellation of Empanelled Firm and Assignment to Next Best Firm:

- i. The Enlistment of agencies shall be cancelled by NLCIL in case of their poor performance, abandoning of allotted work, and delay in completion of work and, bankruptcy and activities detrimental to the interest of NLCIL. The decision of NLCIL in this regard shall be final and binding on the empanelled firm/LLP.
- ii. In case of change of name of the empanelled firm/LLP without change of constitution/partners, the same shall be intimated along with proof of such change to NLCIL immediately but in no case later than thirty (30) days from the date of such change.
- iii. In case of cancellation of empanelled firm due to any reason including reason mentioned in point 13 (viii) above, the next best ranked firm in the Tender Evaluation Process will be allotted the Audit Assignment for remaining period.

15. Instructions to Audit Firms:

- i. Interested Cost Accountants firms are advised to go through contents of the Tender documents carefully
- ii. All submitted documents should be authorised by the Partner with his name and seal of the firm and upload in proper sequence.
- iii. Format of Application must be completely filled in.
- iv. Please ensure that date of opening of Registered Office, Branch Office, entrance dates of all Partners into the firm, date of joining firm as qualified & semi- qualified assistants should be invariably indicated in the application.
- v. All EOIs will be evaluated on the basis of the documents furnished along with applications only. On Failure to furnish the requested documents, the offer will be processed with available documents in EOI bid.
- vi. All the applications will be evaluated strictly on the basis of Selection Criteria please avoid attaching unsolicited information's/ documents for processing applications expeditiously.
- vii. Application may be submitted in or by post/ courier to “**The Office of the Chief General Manager/Contracts & IE , NLC India Ltd., Corporate Office, Block-1, Neyveli-607 801**”. Applications sent through Telegram, Telex, Fax or E-mail will not be considered.
- viii. Application portal will be closed after the stipulated date & time.

16. Jurisdiction, Resolution of Disputes & Arbitration:

i. Jurisdiction

The laws applicable to this Contract shall be the laws in force in India. The civil courts having ordinary original jurisdiction over Neyveli shall alone have exclusive jurisdiction over all matters concerning this Contract including the arbitration proceedings if any arising under the Contract.

ii. Resolution of Disputes

Any dispute / disputes or difference / differences arising out of or in connection with the Contract shall, to the extent possible be settled amicably between the parties.

a) Informal Dispute Resolution

- I. The parties agree to use reasonable efforts to resolve all disputes equitably and in good faith. If any dispute between the Contractor and the Purchaser arises it shall in the first instance be referred in writing to the Purchaser, who shall endeavour to resolve the dispute amicably and render a decision within 30 days. The period of 30 days shall be reckoned from the date of intimation of the dispute received by the Purchaser.
- II. Save as hereinafter provided, in respect of a dispute so referred, the decision of the Purchaser shall be final and binding upon the Parties until the completion of the Contract and shall forthwith be given effect to by the Contractor who shall proceed with the Contract with all due diligence, whether or not either Party has sought conciliation of the dispute as hereinafter provided.

b) Conciliation (For other Contractors and not for PSU)

- I. If the party is dissatisfied with the decision rendered by the Purchaser, or if the Purchaser omits or declines to render a decision within the said period of 30 days, then within a further period of 30 days, the dissatisfied Party shall require by a notification that the dispute be referred to Conciliation in the manner as per the 'NLCIL Conciliation Rules', copy of which is available with the NLCIL offices and also in NLCIL website. The Contractors shall abide by the NLCIL Conciliation Rules' for resolving any dispute arising out of this contract. Such a notification shall be in writing and it shall be duly served on the other party. Failure to invoke the Conciliation within the time stipulated shall debar the party from seeking reference to Conciliation.
- II. Except as otherwise provided in this clause, any dispute arising out of or relating to this agreement, or the breach, termination or validity thereof,

shall be settled by Conciliation in accordance with ‘NLCIL Conciliation Rules’. The Conciliation shall be held at Neyveli/Chennai. The Conciliation proceedings shall be conducted, and the award shall be rendered in English. The award shall state the reasons upon which it is based.

- III. There shall be three Conciliators, who will be appointed as per Section-5 of the ‘NLCIL Conciliation Rules’.
- IV. The Contract conditions and the rights and obligations of the Parties, shall remain in full force and effect during the Conciliation proceedings. Supplies and / or services under the Contract shall, if reasonably possible, continue during the Conciliation proceedings.
- V. For the purpose of this clause, the term ‘dispute’ shall include a demand or difference of any kind whatsoever, arising out of the Contract and respecting the performance of the Contract, whether during the Contract period including extensions if any, or after completion, and whether before or after termination, abandonment or breach of the Contract. (except as to any matter, the decision of which is specifically otherwise provided for in any of these conditions).
- VI. Only in case of failure to resolve the dispute through Conciliation, Arbitration can be resorted to.
- VII. Once the settlement agreement is signed with respect to a dispute, the same dispute is not subject to further appeal through Arbitration or Judicial Proceedings.
- VIII. Anything not found included in the ‘NLCIL Conciliation Rules’, but necessary to conduct the conciliation proceedings will be dealt with as per the provisions of the ‘Arbitration and Conciliation Act 1996 -Part-III’ or as per the statutory provisions modified from time to time.

c) Arbitration (For other Contractors and not for PSU)

Arbitration shall be applicable only for the dispute(s) involving claims from Rs.25 Lakhs to Rs.20 Crores. The claims below Rs.25 Lakhs are subject to the jurisdiction of the respective Civil Court having jurisdiction over Neyveli. The claims above Rs.20 Crores are subject to the exclusive jurisdiction of the Court situated at Chennai.

- I. In case of failure to resolve the dispute through Conciliation, then within a further period of 30 days, the dissatisfied Party may require by a notification that the dispute be referred to arbitration in the manner hereinafter provided. Such a notification shall be in writing and it shall be

duly served on the other party. Failure to invoke the arbitration within the time schedule shall debar the party from seeking reference to arbitration.

- II. Except as otherwise provided in this clause, any dispute arising out of or relating to this agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act 1996 (the "Act") as may be amended from time to time. The arbitration shall be held at Chennai, Tamil Nadu. The arbitration proceedings shall be conducted, and the award shall be rendered in English. The award shall state the reasons upon which it is based.
- III. There shall be three (3) arbitrators of whom each Party shall appoint one. The Party requesting that the dispute be referred to arbitration shall, within 30 days of the notification in terms of Point no. 16(ii)(c)(I), appoint an arbitrator as also call upon the other Party to appoint an arbitrator within thirty (30) days. The two arbitrators so appointed shall, within thirty (30) days of the date on which the second of them is appointed, agree on the third arbitrator who shall act as the presiding arbitrator of the tribunal.
- IV. The agreement and the rights and obligations of the Parties, shall remain in full force and effect pending the award in any arbitration proceedings. Supplies and/ or services under the Contract shall, if reasonably possible, continue during arbitration proceedings.
- V. For the purposes of this clause, the term 'dispute' shall include a demand or difference of any kind whatsoever, arising out of the Contract and respecting the performance of the Contract, whether during the Contract period including extensions if any, or after completion, and whether before or after termination, abandonment or breach of the Contract (except as to any matter, the decision of which is specifically provided for in any of these conditions).
- VI. The Arbitrators shall publish a speaking award which shall be binding on both the parties. The party, in whose favour the award is passed, shall be entitled to recover the entire cost of Arbitration from the other party. The Arbitrator shall indicate the above in their award clearly

17. DISCLAIMER

NLCIL reserves the right not to proceed further, to change the process or procedure of empanelment. It also reserves the right to reject any or all applications or cancel/withdraw the Empanelment process without assigning any reasons whatsoever and in such case no Bidder / intending Bidder shall have any claim arising out of such

action. It also reserves the right to decline to discuss further with any Bidder applying for Empanelment.

Issue of this document does not in any way commit or otherwise obliges NLCIL to proceed with all or any part of EOI tender process. The EOI request is not the subject of any process contract or any contractual obligations between NLCIL and the applicants to the EOI. Further NLCIL may at its absolute discretion either modify or abandon any part or whole of the document and/or process, without giving prior notice to any or all the applicant. All Expression of Interest documents, upon submission by any applicant to this invitation to EOI shall become the property of NLCIL. NLCIL is not liable for any costs or compensation in relation to the consideration of this invitation to EOI.

G. Kewalli 28/01/22
CHIEF GENERAL MANAGER/ CONTRACTS & IE
For NLC INDIA LIMITED

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Section E

(i) Application form for Bid

Particulars of the firm	
Name of the Cost Audit Firm	
Date of Establishment	
Registration Number of the firm with ICAI	
Name of Chief executives	
Address & Contact number of Chief executives	
Name of Contact Person	
Mobile Number of Contact Person	
Head office Address of the firm as Registered with ICAI	
E – Mail address	
Telephone Number with STD Code	
Fax No.	
Email address of the firm	
Website of the firm	
PAN of the firm	
GST Registration No. of the Firm	
Other Statutory Registration No., if any	
Bank Details	
Name of the beneficiary	
Bank A/c No.	
Type of Account Saving/current	
Name of the Bank	
Name of the Branch	
IFS Code (For NEFT/RTGS Payment)	
Bank address	
Bank Fax No.	
Bank email id	

Bank Phone No.	
A cancelled cheque of the said Bank	<i>{Upload Document}</i>
Power of Attorney for Submitting the Bid	<i>{Upload Document}</i>
Self-Declaration for Non Black listed (as Per Para no 8(iii) of Section D of EOI Document	<i>{Upload Document}</i>
Upload Supporting Documents if any	<i>{Upload Document}</i>

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY'S NAME:

DATE

(ii) UNDERTAKING

Sl. No	Description	Bidders' response
1	I/we have read and examined and understood the requirements of EOI and selection criteria etc. I/we agree to accept all terms and conditions as per EOI document and Amendment/corrigendum issued if any.	Yes/No
2	I/We also confirm that all furnished information & uploaded document is correct and genuine to the best of our knowledge. I/We also confirm that we don't have any objection for any physical verification & assessment and in obtaining confirmation from any relevant authorities/ company regarding any / all information furnished by us.	Yes/No
3	I/We also confirm that we shall update NLCIL for any change in status / furnished information appropriately within the currency of EOI. In any furnished information / uploaded document found to be incorrect / forged during the process of EOI or after EOI, NLCIL may take appropriate action as deemed fit.	Yes/No

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY'S NAME:

DATE

(iii) AFFIDAVIT

Sl. No	Description	Bidder Response
1	FROM: (NAME & ADDRESS OF BIDDER)	Header
2	BIDDER/FIRM NAME:	Text Area Entry (Mandatory)
3	Address Line-1:	Text Area Entry (Mandatory)
4	Address Line-2:	Text Area Entry (Mandatory)
5	City:	Text Entry (Mandatory)
6	State:	Text Entry (Mandatory)
7	Pincode:	Number Entry (Mandatory)
8	Name of the Authorized Signatory	Text Area Entry (Mandatory)
9	Bidder's Offer Number and Date:	Text Area Entry (Mandatory)
10	Whether the authorized signatory is Partner / Legal Attorney / Proprietor / Accredited Representative of the bidder? (Please mention the applicable one i.e., "Partner or Legal Attorney or Proprietor or Accredited Representative")	Text Area Entry (Mandatory)
11	<p>We do hereby declare that the contents of the offer submitted against this EOI tender (Tender No. CO CONTS/0002N/Cost Audit/e-Conts/2022. Date: 24.01.2022) have been submitted after fully understanding that the information contained in the offer and the documents enclosed/ provided along with the bid are true, correct and complete in every aspect and that if any information contained therein found to be false/incorrect/fabricated, offer shall be considered as null and void and we shall be liable for any penal action as per the provisions of Law for the time being in force.</p> <p>i). I/We (as mentioned above) declare that; we are submitting our offer/bid for services vide our offer mentioned above.</p> <p>ii). The contents/enclosures/documents of the offer are submitted after fully understanding that all the information furnished by me / us are correct and true and complete in every respect and all documents/credentials submitted along with the offer/bid are genuine, authentic, true and valid.</p> <p>iii). During the verification of offer or even at a later date, if any information or document submitted by me/us found to be false /fabricated/ incorrect, the said offer shall be considered absolutely null and void and action as deemed fit shall be taken against me / us including action of suspension/banning of my / our firm (including all partners of the firm)/company as per the EOI tender conditions and law.</p>	Header
12	We do hereby submit the above declaration as per the format of the Affidavit given in the Tender Document, duly accepted and digitally signed.	YES

(iv) CHECKLIST FOR BID SUBMISSION

Sl. No	Description	Bidder Response
1	Please ensure that all the attachments in the offer are only in English language? If any document is in any other Language, the same shall be got translated in English version duly authorized by the Notary Public or Competent Authority by the Bidder and upload both the versions.	Yes/No
2	Have you read and filled all the forms?	Yes/No
3	Have you attached necessary undertaking as per EOI tender conditions?	Yes/No
4	Have you filled form of Affidavit and digitally signed ?	Yes/No
5	Have you attached all the documentary evidences as per selection Notice inviting EOI tender?	Yes/No
6	Have you attached documents for Power of Attorney	Yes/No
7	Have you attached signed EOI document of token of acceptance all conditions as per EOI tender	Yes/No
8	Have you attached self-declaration that our firm or any of its partners have not been removed from the services by their auditee clients due to any professional misconduct or breach of professional ethics or black. Listed by the Comptroller and Auditor General of India or NLCIL.	Yes/No

(v) ACCEPTANCE FOR TECHNO-COMMERCIAL CONDITIONS

Sl. No	DESCRIPTION	Bidder's Response
1	Acceptance to all Techno Commercial Conditions of the EOI tender including Corrigenda without any deviation	YES/NO

Section F

Evaluation Criteria Form

1. Detail of Firm (Criteria 1(a) and 1(b) will be reckoned as on 31.12.2021)

Name of the Firm	Date of Establishment	Turnover of the Firm in FY 2020-21 (audited/accounts) (if the Audited Accounts of FY 2020-21 is not available then Audited Accounts of FY 2019-20)	Document Required <i>{Upload Document}</i>
			1. Firm Establishment Certificate 2. Copy of Audited Profit and Loss Statement of the Firm

2. Details of Partners in the firm (Criteria 1(c) will be reckoned as on 31.12.2021)

Sl No	Name of the Partner	Membership No & Status (FCMA/ACMA)	Full time (Yes/No)	Date of joining the firm as Partner	Document Required <i>{Upload Document}</i>
1.					1. Firm Constitution Certificate/ Firm CARD for branch 2. Self-declaration for Name and number of partners.
2.					
...					

3. Details of qualified/semi qualified Assistants/Employee (Criteria 2(a) and 2(b) will be reckoned as on 31.12.2021)

Sl No	Name	Qualification (Qualified/Semi Qualified)	Membership /Registration No	Date of joining the firm	Document Required <i>{Upload Document}</i>
1.					1. Membership certificates/ Certificates issued by Institutes in evidence of the qualified/Semi-qualified assistants/Employee 2. The documentary evidence for establishing payment of the salaries by the Cost Audit Firm.
2.					
...					

4. Details of Experience in Public Companies in Mining/Power Sector in the last seven financial years (Criteria 3(a) reckoned for period prior to 01.04.2021)

Sl No	Name of the Company /Unit	Mining/ Power Sector	Turnover of the company	Year of Cost Audit Conducted	Name of the firm/partner in whose name Audit conducted	Document Required {Upload Document}
1.						1. Signed copy of the Cost Audit Report 2. Copy of Audited Profit & Loss Statement as Turnover Proof.
2.						
...						

5. Details of Experience in Private Companies in Mining/Power Sector in the last seven years (Criteria 3(b) reckoned prior for period to 01.04.2021)

Sl No	Name of the Company /Unit	Mining/ Power Sector	Turnover of the Company	Year of Cost Audit Conducted	Name of the firm/partner in whose name Audit conducted	Document Required {Upload Document}
1.						1. Signed copy of the Cost Audit Report 2. Copy of Audited Profit & Loss Statement as Turnover Proof.
2.						
...						

6. Details of Experience in other sector in the last seven years (criteria 3(c) and 3(d) reckoned for period prior to 01.04.2021)

Sl No	Name of the Company/Unit with Sector reference	PSU or Private Sector	Turnover of the Company	Year of Cost Audit Conducted	Name of the firm/partner in whose name Audit conducted	Document Required {Upload Document}
1.						1. Signed copy of the Cost Audit Report 2. Copy of Audited Profit & Loss Statement as Turnover Proof
2.						
...						