



INDIAN STRATEGIC PETROLEUM RESERVES LIMITED

CORRIGENDUM - 1

FOR

EXPRESSION OF INTEREST

FOR

**FORMATION OF PANEL OF CHARTERED ACCOUNTANTS FOR
APPOINTMENT OF STATUTORY AUDITOR OF M/S MEIL STRATEGIC
STORAGE PRIVATE LIMITED (MSSPL) FOR 5 YEARS**

IN RELATION TO THE PADUR II PROJECT OF ISPRL

Prepared and Issued By:

**INDIAN STRATEGIC PETROLEUM RESERVES LIMITED
OIDB BHAWAN, PLOT NO. 2, SECTOR – 73
NOIDA – 201301 (UTTAR PRADESH)**

CORRIGENDUM – 1

Sl. No	EOI Document			AMENDMENT/ CLARIFICATION TO EOI DOCUMENT
	Point No	Page No	Clause No	
1	1.1	6	PART III ELIGIBILITY CRITERIA	<p><u>The following Clause No. 1.1 stands modified as below:</u></p> <p>the firm should have conducted statutory audit of the annual accounts of at least 100 (one hundred) companies registered under the Companies Act, 2013, including any re-enactment or amendment thereof, of which at least 10 (ten) should have been public sector undertakings;</p> <p><i>(Remarks: - Condition of last 5 (five) years has been removed).</i></p>
2	S. No. 2 to table in Point 4	17 & 18	Annexure A	<p><u>“Documents to be submitted” in Sl. No 2 to Table in point 4 stands modified as below:</u></p> <p>Certified copy of list of the companies whose statutory audit of annual accounts has been conducted.</p> <p>Certified copy of list of public sector undertaking whose statutory audit of annual accounts has been conducted.</p> <p><i>(Remarks: - Condition of last 5 (five) years has been removed).</i></p>

This Corrigendum shall be an integral part of the EOI document and bidders are required to submit a duly signed and stamped copy of the same along with **Part A** of the bid.

All other terms and conditions of tender shall remain unchanged.

Date :- 27.02.2026



INDIAN STRATEGIC PETROLEUM RESERVES LIMITED

EXPRESSION OF INTEREST

FOR

**FOR FORMATION OF PANEL OF CHARTERED
ACCOUNTANTS FOR APPOINTMENT OF STATUTORY
AUDITOR OF M/S MEIL STRATEGIC STORAGE PRIVATE
LIMITED (MSSPL) FOR 5 YEARS**

IN RELATION TO THE PADUR II PROJECT OF ISPRL

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**INDIAN STRATEGIC PETROLEUM RESERVES LIMITED
OIDB BHAWAN, PLOT NO. 2, SECTOR – 73
NOIDA – 201301 (UTTAR PRADESH)**

**INDEX OF EXPRESSION OF INTEREST (EOI) FOR FORMATION OF PANEL OF
CHARTERED ACCOUNTANTS FOR APPOINTMENT OF STATUTORY AUDITOR
OF M/S MEIL STRATEGIC STORAGE PRIVATE LIMITED (MSSPL) FOR 5
YEARS**

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PART I

ABOUT INDIAN STRATEGIC PETROLEUM RESERVES LIMITED

1. INTRODUCTION

1.1 Background

- 1.1.1 Indian Strategic Petroleum Reserves Limited (hereinafter referred to as the “**Authority**”) is a special purpose vehicle created by Government of India for building and operating the strategic petroleum reserves in India. The Authority is a wholly owned subsidiary of Oil Industry Development Board (OIDB), under Ministry of Petroleum and Natural Gas (MoP&NG) Government of India.
- 1.1.2 Under Phase – I, Authority built strategic petroleum reserve in underground unlined rock caverns along with associated facilities for storage of 5.33 MMT of crude oil at three locations viz. Visakhapatnam (1.33 MMT), Mangalore (1.5 MMT) and Padur (2.5 MMT). The details about the Authority and the Annual Reports are available on the company’s website www.isprlindia.com.
- 1.1.3 Under Phase-II, the Authority intends to build commercial cum strategic petroleum reserve in underground unlined rock caverns along with associated above ground facilities including dedicated SPM and associated pipelines (offshore and onshore) for storage of 2.5 MMT of crude oil at Padur-II, Karnataka.
- 1.1.4 The Authority has decided to undertake development of Phase II Strategic Petroleum Program at Padur II on Design, Build, Finance, Operate and Transfer (“**DBFOT**”) basis on PPP mode at Padur-II, Karnataka (“**Project**”).
- 1.1.5 In relation to the above, the Authority has issued a letter of award dated August 18, 2025 to M/s Megha Engineering & Infrastructures Limited (MEIL) for the Project. Subsequently, M/s Megha Engineering & Infrastructures Limited (MEIL) incorporated an SPV named MEIL Strategic Storage Private Limited (MSSPL) (“**Concessionaire**”) for undertaking the Project.
- 1.1.6 In relation to the above, the Authority has executed a concession agreement with the Concessionaire for undertaking the Project on October 1, 2025 (“**Concession Agreement**”).
- 1.1.7 Following are the details of the Concessionaire which is incorporated under the Companies Act, 2013 and is limited by shares.
- (a) The Registered Office of the Company will be situated in the State of Telangana.
 - (b) The objects to be pursued by the company on its incorporation are:
 - (i) To carry on business of Designing, Engineering, Procurement, Construction, Development, Operation of 2.5 MMT Capacity Commercial cum Strategic Petroleum Reserves including Dedicated SPM and Associated On-Shore and Off- Shore Pipelines at Padur-II, District Udipi, Karnataka on DBFOT (Design, Build, Finance, Operate and Transfer) basis under PPP (Public Private Partnership) mode, at Padur II,

District Udupi, Karnataka, India awarded by the Authority as per the terms of Concession Agreement and to undertake, perform and fulfil all obligations and exercise all rights of the Concessionaire in accordance with the terms and conditions of the said Concession Agreement and any amendments, thereto and to carry other incidental works in relation to the Project.

- (ii) To operate and maintain the Project in accordance with the Concession Agreement.

2. Purpose

Pursuant to Clause 30 and Schedule S of the Concession Agreement, the Authority and the Concessionaire are required to prepare a mutually agreed panel of 5 (five) reputable firms of Chartered Accountants having their registered offices in India to undertake the scope of work set out below in Part-II (“**Statutory Auditor**”). It is in this connection that the Authority seeks your expression of interest to form a panel of reputable firm of Chartered Accountants for further appointment of Statutory Auditor for the Concessionaire.

PART II

SCOPE OF WORK

The Statutory Auditor is required to undertake the following roles and responsibilities as per the terms of the Concession Agreement:

1. **Audit of annual financial statements:**
 - 1.1 Audit the Concessionaire's Balance sheet, cash flow statement, and profit and loss account for each Accounting Year¹ and issue an auditor's report. The audited accounts and report must be provided to the Authority within 90 (ninety) days of the close of the Accounting Year to which they pertain to and such audited accounts, shall form the basis of payments by either party under this Agreement.
 - 1.2 The auditor shall issue audit reports in accordance with applicable auditing standards and statutory requirements.
2. **Quarterly unaudited financial statement**

Review of quarterly unaudited financial statements within 30 (thirty) days from the close of each quarter of an accounting year and to prepare in a form and manner prescribed by SEBI for publication of quarterly results by the company listed on a stock exchange.
3. **Certification of extracts for payment verification:**

When the Authority inspects revenue records, it may require copies of relevant extracts of the books of account duly certified by the Statutory Auditors solely for verification of the basis of payments. If discrepancies or errors are found, they must be rectified, and the rectified audited accounts then become the basis of payments.
4. **Audited revenue statement by May 31:**

On or before May 31st each year, audit and certify a statement for the preceding Accounting Year that provides summarized information on Revenues² and any other reasonable information the Authority requests.
5. **Certification of claims:**

Certification of any claim or document provided by the Concessionaire to the Authority in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto.

¹ "Accounting Year" shall mean the Financial Year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

² "Revenue" shall mean all amounts charged and recovered by the Concessionaire on account of operation and of the Project on mutually agreed terms and shall include charges for use of Revenue Generating Activities and shall also include but not be limited to all charges, rent, license fees, tariff, fee, compensation, benefits, deposits (whether long term or short term and whether refundable or not), capital receipts, insurance claims, or any other similar payment by whatever name called, received by or paid to the Concessionaire or receivable by the Concessionaire or payable to the Concessionaire or due and realisable by the Concessionaire, for or with respect to use of the Revenue Generating Activities;

PART III

ELIGIBILITY CRITERIA

1. The Authority through this expression of interest invites offers from all reputed firms of Chartered Accountants having registered offices in India for empanelment with the Authority who fulfil the following eligibility criteria, namely:
 - 1.1 the firm should have conducted statutory audit of the annual accounts of at least 100 (one hundred) companies registered under the Companies Act, 2013, including any reenactment or amendment thereof, of which at least 10 (ten) should have been public sector undertakings in last 5 (five) years;
 - 1.2 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;
 - 1.3 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
 - 1.4 the firm should have an office in the State of Telangana or in an adjacent State with at least 2 (two) practicing Chartered Accountants on its rolls in such State.
2. Interested firms meeting the eligibility criteria are required to submit a statement of their capability (Audited financial statements of last 3 years) including the bio data of all the practicing Chartered Accountants on its rolls.
3. 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 as statutory Auditors in any of the preceding 5 (five) Accounting Years.
4. The Concessionaire may terminate the appointment of its statutory Auditor after a notice of 45 (forty-five) days to the Authority, subject to the replacement statutory auditor being appointed from the panel of Chartered Accountants.
5. The Concessionaire shall be solely responsible for all obligations and liabilities arising in relation to the performance of services by the Statutory Auditors. The Authority shall not be responsible or liable for any acts, omissions, negligence, errors, delays, or breaches in relation to the Statutory Auditors,

PART IV

TIMELINES FOR BID SUBMISSION

The Authority shall endeavor to adhere to the following schedule:-

	Event Description	Date
1.	EOI Floating Date	09.02.2026
2.	Last date for receiving queries	25.02.2026
3.	Pre-Bid Conference*	26.02.2026 at 15:00 Hrs
4.	Authority response to queries latest by	27.02.2026
5.	Bid Due Date	05.03.2026 at 15:00 Hrs
6.	Opening of Part A of the Bid	05.03.2026 at 16:00 Hrs
7.	Opening of Part B of the Bid of the qualified bidder	16.03.2026 at 15:00 Hrs
8.	Intimation to the Panel Members	On or before 31.03.2026

* Pre-Bid Conference would be conducted through Video Conferencing (VC). Link to access the pre-bid meeting will be updated on ISPRL website <https://www.isprlindia.com/> under the tab "Tenders".

PART V

EVALUATION AND SELECTION

1. Evaluation

- 1.1 The information furnished by each firm will be scrutinized and evaluated by the Authority and 1 (one) point will be awarded for each annual audit of the companies specified in Paragraph 3 of Part III 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 5 (five) points).
- 1.2 In case of a tie, preference will be given to bidder having highest average turnover of last 3 (three) years (i.e. FY 2022-23 to FY 2024-25).
- 1.3 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.
- 1.4 Final panel of Chartered Accountants will be finalized by Authority in mutual agreement with Concessionaire. Notwithstanding anything mentioned above Authority has right to include / exclude any bidder in the final panel of Chartered Accountants without giving any reason whatsoever and such decision will be sole discretion of the Authority.
- 1.5 Post finalization of panel mutually agreed by Authority and Concessionaire, the same will be communicated to the panel members.

2. Term

The Panel of Chartered Accounts firm for Statutory Auditor will be valid for a period of 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 Concessionaire.

However, Authority reserves the right to constitute a new panel before the period of 5 (Five) years after making necessary communication to panel members.

PART VI
SUBMISSIONS

The bidding firms are required to **separately** submit in original to the person specified in Part VII in a sealed envelope on or before the Bid Due Date: -

Part A of the Bid: -

Part A of the Bid should contain the following documents: -

1. Application Format:

The bidding firms are required to submit their application in the given format as per the attached Annexure A along with supporting documents.

2. Documents set forth in Part III (2)

3. Declaration:

The bidding firms while expressing their interest are required to submit a declaration on their letterhead that details furnished in this regard are true and correct. Any incorrect information furnished by the applicant shall lead to the rejection of the application.

4. Signed Copy of EOI (including any addendum / corrigendum thereof).

It should be clearly written on the envelope as “**Part A of the Bid**”. Documents requested in Part B should not be included in Part A. In such case, bid by the bidder will be rejected.

Part B of the Bid: -

Only Bidders who has submitted all the requested documents required in “**Part A of the Bid**” and is qualified as per the tender documents is considered for opening of “**Part B of the Bid**” and evaluation thereafter.

Following documents are required to be submitted by the bidder: -

1. Documents set forth in Part III (3);

PART VII

OTHER TERMS AND CONDITIONS

1. Determination of Eligibility

For determination of eligibility of bidders, the following shall apply:

- 1.1 A bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the bidding process. Any bidder found to have a Conflict of Interest shall be disqualified³.

Without limiting the generality of the above, a bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

- (i) the bidder, or its Associate (or any constituent thereof) and any other bidder, or its Associate⁴ thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a bidder, or its an Associate thereof (or any shareholder thereof having a shareholding of more than 20% (twenty per cent) of the paid up and subscribed share capital of such bidder, or Associate, as the case may be) in the other bidder, or its Associate is less than 20% (twenty percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013.

For the purposes of this Clause 1.1 (i) indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to subclause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (b) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such bidder is also a constituent of another bidder; or

³ The provisions of sub-clauses (i), (iii) and (v) shall not apply to government companies.

⁴ For purposes of this EOI, Associate means, in relation to the bidder, a person who controls, is controlled by, or is under the common control with such bidder, as the case may be (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- (iii) such bidder, or its Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, or its Associate thereof; or.
- (iv) such bidder has the same legal representative for purposes of this bid as any other bidder; or
- (v) such bidder, or any Associate thereof has a relationship with another bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the bid of either or each other; or
- (vi) such bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

1.2 A bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the bidder, or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the bidder, or Associate in the past but its assignment expired or was terminated at least 30 (thirty) days prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the Bid Due Date.

1.3 A bidder or its Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the bidder, or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such bidder, or Associate. Provided, however, that where a bidder claims that its disqualification arising on account of any cause or event specified in this Clause 1.5 is such that it does not reflect (i) any malfeasance on its part in relation to such cause or event; (ii) any wilful default or patent breach of the material terms of the relevant contract; (iii) any fraud, deceit or misrepresentation in relation to such contract; or (iv) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the bidding process or on the implementation of the Project.

1.4 While qualification is open to persons from any country, the following provisions shall apply:

- (i) Where, on the date of the bid, 25% (twenty-five per cent) or more of the aggregate issued, subscribed and paid-up equity share capital in a bidder is held by persons resident outside India or where a bidder is controlled by persons resident outside India; or

- (ii) if at any subsequent stage after the date of the Bid, there is an acquisition of 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder; then the qualification of such bidder or in the event described in sub clause (i) above, the continued qualification of the bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive, and binding on the bidder. The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition. The bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the bidder liable for disqualification from the bidding process.

1.5 In case the Bid Due Date falls within 6 (six) months of financial year closing date and Annual Report including Audited Financial Statements of immediate preceding financial year is not available, Bidder has the option to submit the Annual Report including Audited Financial Statements of the 3 (Three) previous years immediately prior to the last financial year. In case the Bid Due Date falls within 6 (six) - 9 (nine) months of financial year closing date and Annual Report including Audited Financial Statements of immediate preceding financial year is not available, bidder has the option to submit the Annual Report including Audited Financial Statements of the 3 (Three) previous years immediately prior to the last financial year provided bidder submits a letter from CA stating the reasons of non-preparation/furnishing of the latest year's Annual Report including Audited Financial Statements. In case the Bid Due Date falls beyond 9 (nine) months of the financial year closing date, it is compulsory for the Bidder to submit the Annual Report including Audited Financial Statements of the immediate 3 (Three) preceding financial years.

1.6 A bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the bidder, or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the bidding process or subsequent to the issuance of the LOA. In the event any such adviser is engaged by the Selected Bidder, as the case may be, after issue of the LOA for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA and without prejudice to any other right or remedy of the Authority, which the Authority may have thereunder or otherwise, the LOA, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the bidder, or Associate in the past but its assignment expired or was terminated at least 30 (thirty) days prior to the Bid Due Date. Nor will this

disqualification apply where such adviser is engaged after a period of 3 (three) years from the Bid Due Date.

2. This EOI is not transferable.
3. Any award of service pursuant to this EOI shall be subject to the terms of Bidding Documents.
4. Number of Bids and costs thereof
 - 4.1 No bidder shall submit more than one bid. A bidder applying individually shall not be entitled to submit another bid either individually, as the case may be.
 - 4.2 The bidders shall be responsible for all of the costs associated with the preparation of their bids and their participation in the bidding process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.
5. Acknowledgement by Bidder:
 - 5.1 It shall be deemed that by submitting the bid, the bidder has:
 - (i) made a complete and careful examination of the Bidding Documents;
 - (ii) received all relevant information requested from the Authority;
 - (iii) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority;
 - (iv) satisfied itself about all matters, things and information necessary and required for submitting an informed bid, execution of the scope of work in accordance with the Bidding Documents and performance of all of its obligations thereunder;
 - (v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents;
 - (vi) acknowledged that it does not have a Conflict of Interest; and
 - (vii) agreed to be bound by the undertakings provided by it under and in terms hereof.
 - 5.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the EOI or the bidding process, including any error or mistake therein or in any information or data given by the Authority.
6. Right to accept or reject any or all Bids
 - 6.1 Notwithstanding anything contained in this EOI, the Authority reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning

any reasons therefor. In the event that the Authority rejects or annuls all the bids, it may, in its discretion, invite all eligible bidders to submit fresh bids hereunder.

- 6.2 The Authority reserves the right to reject any bid if:
- (i) at any time, a material misrepresentation is made or uncovered, or
 - (ii) the bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the bid.

Such misrepresentation/ improper response shall lead to the disqualification of the bidder.

- 6.3 If disqualification/ rejection of a bidder occurs after the bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to: (i) invite the remaining bidders to match the Highest Bidder/ submit their bids in accordance with the EOI; or (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the bidding process.

- 6.4 In case it is found during the evaluation or at any time before appointment of the panel of Chartered Accountants and during the period of subsistence thereof that one or more of the qualification conditions have not been met by the bidder, or the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith if not yet appointed as the Statutory Auditor by issue of the LOA, and if the bidder has already been issued the LOA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this EOI, be liable to be terminated, by a communication in writing by the Authority to the bidder, without the Authority being liable in any manner whatsoever to the bidder.

- 6.5 The Authority reserves the right to verify all statements, information and documents submitted by the bidder in response to the EOI or the Bidding Documents and the bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

- 6.6 The Authority may, in its sole discretion and on grounds of reciprocity, disqualify a bidder, if any or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.

7. **Amendment of EOI**

- 7.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the EOI by the issuance of Addenda.

- 7.2 Any Addendum thus issued hereunder shall be circulated through appropriate mode.

- 7.3 In order to afford the bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

8. **The envelope specified in Part VI shall be addressed to:**

ATTN. OF: Mr. Atul Gupta

DESIGNATION: Dy. CEO

ADDRESS: OADB Bhawan, 3rd Floor, Plot No.2, Sector-73, Noida-201301 India

TELEPHONE NO: +91-120- 2594647

E-MAIL ADDRESS: deputy-ceo@isprindia.com

Bids submitted by special messenger, fax, telex, telegram, e-mail, or in any way other than on the specified e-platform for bidding, shall not be entertained and shall be rejected.

9. Confidentiality Information relating to the examination, clarification, evaluation, and recommendation of the bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the bidding process. The Authority will treat all information, submitted as part of bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.
10. The bidding process shall be governed by, and construed in accordance with, the laws of India and the courts in New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the bidding process.
11. The Authority, in its sole discretion, without assigning any reason and without incurring any obligation or liability, reserves the right, at any time, to;
- (i) Extend, withdraw, suspend and/ or cancel the bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms and conditions relating thereto;
 - (ii) consult with any bidder in order to receive clarification or further information;
 - (iii) qualify or not to qualify any bidder and/ or to consult with any bidder in order to receive clarification or further information;
 - (iv) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any bidder; and/ or
 - (v) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any bidder.
12. It shall be deemed that by submitting the bid, the bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related

to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto, and/ or in connection with the bidding process, and waives to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

Annexure A

Particulars of the Bidder

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/ or commencement of business:
2. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:
(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number:
(f) E-Mail Address:
3. Particulars of the Authorized Signatory of the Bidder:
(a) Name:
(b) Designation:
(c) Address:
(d) Phone Number:
4. The following information shall be provided for the bidder:

S. No.	Eligibility Criteria	Documents to be submitted
1	The bidder should be a Chartered Accountant firm registered with the Institute of Chartered Accountants of India (ICAI) having registered office in India	Certified copy of Registration certificate issued by ICAI along with details of registered office.
2	The bidder should have conducted statutory audit of the annual accounts of at least 100 (one hundred) companies registered under the Companies Act, 2013, including any	Certified copy of list of the companies whose statutory audit of annual accounts has been conducted for the period of last 5 (Five) years. Certified copy of list of public sector

	reenactment or amendment thereof, of which at least ten should have been public sector undertakings (Period of Audit)	undertaking whose statutory audit of annual accounts has been conducted for the period of last 5 (five) years.
3	The bidder should have at least 5 (Five) practicing Chartered Accountants on its rolls, each with a minimum experience of 10 (ten) years in the profession.	Certified copy of list of all practicing-chartered accountants on its roll as on last date of bid along with their biodata containing brief profile and year of experience.
4	The bidder or any of its partner should not have been disqualified or black-listed by the Comptroller and Auditor General of India or Authority.	Declaration for non-disqualification / black list by Comptroller and Auditor General of India or Authority to be provided.
5	The bidder should have an office in the state or in an adjacent state with at least 2 (two) practicing Chartered Accountants on its rolls in such state.	Certified copy of documentary evidence of office in requisite state along with list of practicing Chartered Accountants on its rolls in such state.