

# नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लि.

(भारत सरकार का उधम)

**NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED**

(A GOVERNMENT OF INDIA ENTERPRISE)

Website: [www.neepco.co.in](http://www.neepco.co.in)

CIN - U40101ML1976GOI001658



ISO: 9001, 14001 & 45001

**NIB NO. 426 DATED 06.09.2022**

**NOTICE INVITING BIDS**

**FOR**

**EMPANELMENT OF INTERNAL AUDITOR IN NEEPCO**

**FOR THE FY -2022-23, 2023-24 & 2024-25**

(This document is meant for the exclusive purpose of bidding against this Work/Service and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)

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भारत सरकार का उपक्रम

**NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED**

(A Government of India Enterprise)

OFFICE OF THE EXECUTIVE DIRECTOR, CONTRACTS & PROCUREMENT

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**SECTION – I**

**NOTICE INVITING BID**

**NIB NO. 426 DATED 06.09.2022**

**SHORT NOTICE INVITING BIDS**

**North Eastern Electric Power Corporation Ltd., (NEEPCO), invites online bids from eligible bidders through Domestic Competitive Bidding (DCB) route for “Empanelment of Internal Auditors for the Financial Year 2022-23, 2023-24 & 2024-25”.**

For further details, interested bidders may visit the websites <https://etenders.gov.in>, [www.neepco.co.in](http://www.neepco.co.in). Any subsequent changes/modifications/notifications against this tender shall be updated on the websites mentioned above.

The bids shall be submitted online through <https://etenders.gov.in>.

Last date for online submission of bid is **03.10.2022 by 15:00 Hours.**

- i) The bidders are required to submit a list of proceedings against the firm of Chartered Accountants/ Cost Accountants or any partner of the said firm(s) are pending before appropriate authority with respect to professional matters of conduct., as disclosed in the certificate, is true and correct.

Chief General Manager (C)  
Contracts & Procurement  
NEEPCO, Shillong, Meghalaya



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**DETAIL NOTICE INVITING BIDS**

**NIB NO. 426 DATED 06.09.2022**

(Domestic Competitive Bidding)

**E-Tendering**

**North Eastern Electric Power Corporation Ltd., (NEEPCO), invites online bids from eligible bidders through Domestic Competitive Bidding (DCB) route for “Empanelment of Internal Auditors for the Financial Year 2022-23, 2023-24 & 2024-25”**

The bids shall be submitted online through <https://etenders.gov.in>.

**1. Scope of Services**

Detailed scope of work shall be as under:

- 1.1 To conduct internal Audit in accordance with the provisions of Section 138(1) of the Companies Act, 2013.
- 1.2 The details of scope of internal audit and areas to be covered at various projects/plants/ offices of NEEPCO Ltd are as per the Section-V of the Bid Documents.

**2. Bidding Procedure:**

The Bidder shall submit online bids under Single-Stage Single-Envelope bidding system.

**3. Duration of Empanelment:**

Successful qualified bidders (H1-H12) will be empanelled for 3(three) years for the FY 2022-23, 2023-24 & 2024-25.

**4. Qualifying Requirements**

**4.1 General Qualifying Requirements**

- i) Bidder must be a firm of Chartered Accountants/Cost Accountants participating and submitting a complete Proposal or Bid in response to this NIB.
- ii) The bidder shall be a registered entity in India.
- iii) The bidders are required to submit a certificate that
  - a) The firms participating in bids shall be eligible for appointment and are not disqualified for appointment under the Companies 2013 and/or any relevant rules/guidelines/order.
  - b) The firm, satisfies the criteria provided under of the Companies Act 2013, so far as may be applicable, for appointment as Internal Auditors of NEEPCO.

- iv) The bidders are required to submit a list of proceedings against the firm of Chartered Accountants/ Cost Accountants or any partner of the said firm(s) are pending before appropriate authority with respect to professional matters of conduct., as disclosed in the certificate, is true and correct.
- v) Format of Application must be completely filled in. Incomplete applications will be rejected outright.
- vi) Please ensure that date of opening of Registered Office, Branch Office(s), entrance dates of all Partners into the firm, date of joining firm as qualified & semi-qualified assistants are invariably indicated in the application.

## 5. Bids by Consortium /Joint-Venture Companies:

Formation of Consortium /Joint-Venture for participation in the tender is allowed.

## 6. Participation in Bids

### 6.1 E-Tendering / E-Procurement:

This tender is being processed through e-tendering/e-procurement system. The bidding documents are to be downloaded from <https://etenders.gov.in> and bids are to be submitted/ uploaded through above e-tendering system. Guidelines for e- tendering system are available on e- tender portal.

### 6.2 Registration for Participation in Bids

- (a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (**URL: <https://etenders.gov.in/eprocure/app>**) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- (b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Class III Certificates with signing key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- (e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- (f) Bidder can then log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

Bidders are requested to get themselves enrolled on the e-Procurement Portal (**URL: <https://etenders.gov.in/eprocure/app>**) well in advance and no extra time will be considered for submission of bids for the delay in enrolling on the e-Procurement portal.

For Registration and other e-procurement portal related queries, bidders may contact NIC at

**Smti. Deibaphira suchiang**

Rollout Support engineer, GePNIC,

National Informatics Centre, Shillong

Mobile No. 7005490585 ; Email Id: [deibasuchiang496@gmail.com](mailto:deibasuchiang496@gmail.com)

## 7. Submission and opening of Bids

- 7.1 Bidders shall prepare and submit their bids online in <https://etenders.gov.in>. Submission of online bids is mandatory for consideration of the bids by NEEPCO.
- 7.2 The bidder shall refer to the Instruction for online bid submission given at Section-III of the bid document.
- 7.3 The bids shall be opened at the date & time mentioned below.

8. **Bid validity:** 180 (one hundred and eighty) days from the date of opening of Bid proposal.

## 9. Tender timeline:

- (a) Date of commencement of downloading of bid document from <https://etender.gov.in> :  
**w.e.f. 11:00 Hours on 07.09.2022**
- (b) Last date of receipt of bid queries: **15:00 Hours on 27.09.2022**
- Any queries received after expiry of last date of receipt of bid queries shall not be entertained by NEEPCO.**
- (c) End date & time for downloading of bid document: **15:00 Hours on 02.10.2022.**
- (d) Last date & time for receipt of online bids: **Upto 15:00 Hours on 03.10.2022.**
- (e) Date & time for opening of bids online: **At 15:30 Hours onwards on 03.10.2022.**

In the event the date of opening of bid is declared as a closed holiday for NEEPCO, the last date of opening of bids may be the following working day.

10. Bidders are requested to visit e-tendering portal <https://etenders.gov.in> and NEEPCO website <http://www.neepco.co.in> regularly for any Corrigendum/Addendum/Modification/Clarification of the bid document.
11. **For any clarification related to terms and conditions of Bid Document, bidders are requested to forward e-mail clearly stating their queries to tendering authority at e-mail id: [contract\\_neepco@yahoo.com](mailto:contract_neepco@yahoo.com) on or before the last date of receipt of bid queries.**
12. NEEPCO reserves the right to reject any or all bids, or to annul the bidding process and reject all the bids for any justified and genuine grounds without thereby incurring any liability to the affected bidders, nor does it have any obligation to inform the bidders of the ground for the action of NEEPCO.

Chief General Manager(C)  
Contracts & Procurement  
NEEPCO, Shillong, Meghalaya

## SECTION-II

### INFORMATION FOR BIDDERS

#### 1.0 ABOUT NEEPCO

1.1 North Eastern Electric Power Corporation (NEEPCO) was established in 1976 as a Government of India owned company under the Companies Act of 1956 to undertake the development of electric power in North Eastern India covering all aspects such as the investigations, planning, design, construction, operation and maintenance of Hydroelectric and Gas Based Projects. NEEPCO is a schedule 'A' Mini Ratna Enterprise of the Government of India with an authorized share capital of INR 5000 Crores.

NEEPCO has so far completed & commissioned twelve power projects in North East with an installed capacity of 2057 MW with 1525 MW Hydro, 527 MW Gas Based Thermal Power and 5 MW Renewable Energy (Solar PV). Out of these twelve projects, eight are hydro projects, namely 50 MW Khandong Power Station, 200 MW Kopili Power Station, 25 MW Kopili H.E. Project, Stage-II Power Station, 75 MW Doyang Hydro Electric Project, 405 MW Ranganadi Hydro Electric Project, 60 MW Tuirial Hydro Electric Project, 110 MW Pare Hydro Electric Project & 600 MW Kameng Hydro Electric Project. In addition, NEEPCO commissioned three Thermal / Gas based projects in Assam & Tripura namely 291 MW Assam Gas Based Power Project, 135 MW Agartala CC Extension Project & 101 MW Tripura Gas Based Power project. NEEPCO has also commissioned one 5 MW Solar Project in Tripura.

NEEPCO commissioned its largest Hydro Project Kameng (600 MW) in the N.E. Region.

#### 2.0 AREAS FOR WHICH INTERNAL AUDITORS ARE TO BE EMPANELED:

Sl. No.	NAME OF THE PROJECTS/POWER STATIONS AND OFFICES
1	Corporate Head Quarter office in Shillong including Delhi Office and Kolkata office
2	Offices located at Guwahati
3	Kopili Hydro Electric Power Station (KHPS) (275 MW), Umrongso, Dima Hasao District, Assam
4	Assam Gas Based Power Station (AGBPS) (291 MW) located at Bokuloni, Tinsukia, Assam
5	Agartala Gas Based Power Station (135 MW), R. C. Nagar, Agartala, Tripura
6	Tripura Gas Based Power Station (101 MW) including Monarchak Solar Power Station (MSPS) (5MW), Monarchak, Sonamura, Tripura
7	Doyang Hydro Power Station (DHPS) (75 MW), Wokha, Nagaland
8	Ranganadi Hydro Power Station (RHPS) (405 MW), Yazali, Arunachal Pradesh
9	Kameng Hydro Power Station (KaHPS) (600 MW), Kimi, West Kameng, Arunachal Pradesh
10	Pare Hydro Power Station (PHPS) (110 MW), Doimukh, Papum Pare District, Arunachal Pradesh
11	Tuirial Hydro Power Station (THPS) (60 MW), Kolasib, Mizoram including Silchar

Note : Kopili Hydro Power Station (200 MW) is presently under Re-construction, Renovation & Modernization and expected to be under commercial operation towards end of FY 2022-23.

## SECTION-III

### INSTRUCTION TO BIDDERS

#### 1. Definitions

**Bidder:** Shall mean a Chartered Accountants/ Cost Accountants firm participating and submitting a complete Proposal or Bid in response to this NIB.

**Empanelment:** Through this bidding process of NEEPCO, a panel of up to 12 (twelve) firms of Chartered Accountants/Cost Accountants will be shortlisted through evaluation and based on highest marks obtained in descending order (i.e., H1 to H12).

From the empanelled list, H1, H2, H3 and H4 will be selected for recommendation for appointment for each Financial Year (Maximum for three Financial years), subject to fulfilment of eligibility criteria.

The remaining firms i.e. H5 to H12 will be kept as empanelled firms for consideration of appointment, if the appointed firm(s) are not willing to accept the offer of NEEPCO Ltd or not fulfilling the criteria for appointment for next financial year (s). The complete process of selection of firms for recommending appointment will be done based on their rankings.

#### 2. Qualifying Requirement for bidders

- 2.1 Bidder must be a firm of Chartered Accountants/Cost Accountants participating and submitting a complete Proposal or Bid in response to this NIB.
- 2.2 The bidder shall be a registered entity in India.
- 2.3 The bidders are required to submit a certificate that
  - a) The firms participating in bids shall be eligible for appointment and are not disqualified for appointment under the Companies 2013 and/or any relevant rules/guidelines/order.
  - b) The firm, satisfies the criteria provided under of the Companies Act 2013, so far as may be applicable, for appointment as Internal Auditors of NEEPCO.
- 2.4 **The bidders are required to submit a list of proceedings against the firm of Chartered Accountants/ Cost Accountants** or any partner of the said firm(s) are pending before appropriate authority with respect to professional matters of conduct., as disclosed in the certificate, is true and correct.
- 2.5 Format of Application must be completely filled in. Incomplete applications will be rejected outright.
- 2.6 Please ensure that date of opening of Registered Office, Branch Office(s), entrance dates of all Partners into the firm, date of joining firm as qualified & semi-qualified assistants are invariably indicated in the application.

#### 3. MSEs and STARTUPS:

##### 3.1 Relaxation of Norms for Micro & Small Enterprises (MSEs) on Prior Experience - Prior Turnover Criteria:

In line with Policy Circular No. 1(2) (1)/2016-MA Dated 10th March, 2016 of the Ministry of Micro, Small & Medium Enterprises on "Relaxation of Norms for Startups and Micro & Small Enterprises in Public Procurement on Prior Experience and Prior Turnover Criteria", the Criteria of Prior Turnover and Prior Experience are relaxed for MSEs, subject to meeting of quality and technical specifications.



However, in case of circumstances like procurement of items related to public safety, health, critical security operations and equipment's etc., where purchaser may prefer the vendors to have prior experience rather than giving orders to new entities, for such procurements, wherever adequate justification exists, the purchaser may not relax the criteria of prior experience/ turnover for the MSEs.

The MSE bidders shall be offered relaxation from Prior Experience Criteria, provided the bidder submits document such as MSE registration certificate to prove bidder's registration in trade similar to the tendered job.

Similarly, MSE bidders shall be offered relaxation from Prior Turnover Criteria, provided the bidder submits document such as MSE registration certificate.

### **3.2 Relaxation of Norms for Startups on Prior Experience - Prior Turnover Criteria:**

In line with DPE O.M. No. DPE/7(4)/2007-Fin Dated 08-11-2016 on "Relaxation of Norms for Startups Medium Enterprises in Public Procurement Regarding Prior Experience - Prior Turnover criteria" and as per Section 2.1(5) of "Action Plan for Startup India" announced by the Government of India in Jan 2016, the Criteria of Prior Turnover and Prior Experience are exempted for the Startups, subject to meeting of quality and technical specifications.

However, in case of circumstances like procurement of items related to public safety, health, critical security operations and equipments etc., where purchaser may prefer the vendors to have prior experience rather than giving orders to new entities, for such procurements, wherever adequate justification exists, the purchaser may not relax the criteria of prior experience/ turnover for the Startups.

The Startup bidders shall be offered exemption from Prior Experience Criteria, provided the bidder submits document such as Startup recognition certificate to prove bidder's recognition in trade similar to the tendered job.

Similarly, Startup bidders shall be offered exemption from Prior Turnover Criteria, provided the bidder submits document such as Startup recognition certificate.

The definition of "Startups" is as per the Gazette Notification of the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) dated 17th February 2016 and all other subsequent directives/guidelines /amendments thereof. The Startup Enterprises shall submit startup India recognition certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT) of Ministry of Commerce and Industry, Government of India in order to be considered for relaxation in prior experience and prior turn over.

The Bidders participating as Startups shall submit an undertaking in the prescribed format (FORM-6) given in bid document regarding applicability of startups under "Startup India" initiative.

### **3.3 Conditions for Micro & Small Enterprises (MSEs):**

- i) The bidders participating as Micro/Small Enterprises (MSE) shall submit an Undertaking in the prescribed format (Form D, Section-V) declaring the status of their firm under the provisions of Micro and Small Enterprises along with a copy of the relevant document/ certificate issued by any of the Authority mentioned below:
  - District Industries centers
  - Khadi and Village Industries Commission
  - Khadi and Village Industries Board
  - Coir Board
  - National Small Industries Corporation (NSIC)
  - Directorate of Handicrafts and Handloom
  - MSEs registered under Udyam Registration (UR) portal.
  - Any other Body specified by Ministry of Micro, Small and Medium Enterprises.

- ii) The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period.
- iii) The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.
- iv) The MSEs registered with above mentioned agencies/bodies are exempted from payment of Bid Document Fees.
- v) The MSEs bidder/ entrepreneurs claiming to belong to Scheduled Caste (SC) or Scheduled Tribe (ST) category, shall furnish necessary SC/ST certificate issued by Competent Authority in support of their caste/tribe in addition to certificate of registration with any one of the agencies mentioned above. MSE owned by SC/ST shall satisfy any of the following:
  - (a) In case of proprietary MSE, proprietor(s) shall be SC /ST.
  - (b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the enterprise.
  - (c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters
- vi) The bidders participating as Micro & Small Enterprises (MSE) shall declare Udyam Registration (UR) Number on Central Public Procurement Portal (CPPP), failing which such bidders shall be treated as non-MSE bidders and shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order, 2012 issued by Ministry of Micro, Small & Medium Enterprises, for tenders invited electronically through CPPP.  
NOTE: The MSE registration must be for the item /category of items /services relevant to the tendered items / category of items/service.

#### 3.4 Conditions for Startups:

The Startups bidders are exempted from payment of Earnest Money Deposit (EMD).

The definition of "Startups" is as per the Gazette Notification of the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) dated 17th February 2016 and all other subsequent directives/guidelines /amendments thereof. The Startup Enterprises shall submit startup India recognition certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT) of Ministry of Commerce and Industry, Government of India.

#### 3.5 Marking points for MSEs and Startups during Evaluation:

For MSEs and Startups with relaxation in Prior experience and Turnover criteria, the firms will be allowed "Minimum qualifying point" as mentioned at Clause: 18 - SELECTION CRITERIA (ALLOCATION OF POINTS) FOR EMPANELMENT OF AUDIT FIRMS.

4. **Audit Team** : Auditors would deploy a suitable team for undertaking the audit, after a thorough perusal of audit scopes, requirements & terms & conditions of the appointment letter etc, ensuring that size of the audit team is in commensurate with the volume of works involved.

It should be ensured that the audit team is headed at all times by a Chartered Accountants/ Cost Accountants with a team having CISA/DISA/DISSA and/or prior experience of auditing on ERP- SAP platform.

5. **Internal Audit Fees:** Unit-wise Annual Audit fees have been furnished at Clause-06, Section IV, Page-18 of the Bid documents.

6. **Declaration:** A declaration (FORM-4, SECTION-VI) has to be submitted by each audit firm that none of its partner(s) or qualified employee(s) is a partner in any other audit firm which is applying for the current empanelment in NEEPCO. Any bid without such declaration in this regard shall be rejected.
7. All bids will be evaluated on the basis of the documents furnished along with application only. Any additional document received after the last date & time of receiving bids as stipulated in the notice inviting bids will not be entertained, unless such documents are asked by NEEPCO specifically for submission.
8. Since, all the applications will be evaluated strictly on the basis of Selection Criteria as per Clause:18, Section: III, Page: 12, please avoid attaching unsolicited information/documents for processing applications expeditiously.
9. All the documents submitted should be signed by a Partner with his / her name and under the seal of the firm.
10. The services provided by the Empanelled Internal Auditors must at all times be compliant with prevailing legislation / Act / Rules etc, including any amendments thereof applicable to this function.
11. At any time before the scheduled submission of bid, NEEPCO may, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment. The amendment/response to clarification(s), if any, will be hosted in the tender portal <https://etenders.gov.in> and NEEPCO website [www.neepco.co.in](http://www.neepco.co.in) for information of all the prospective Bidders and will be binding on them. NEEPCO may, at its discretion extend the deadline for submission and / or opening of the Bid.
12. Any modifications in the Bid documents, shall be made by NEEPCO exclusively through the issue of an Addendum/Corrigendum. Addendum/Corrigendum to the Bid Documents will be issued prior to the date of opening of the bids and same will be a part of the original tender. All prospective bidders are presumed to have examined all amendments/ corrigenda/ clarifications published on the website and have submitted their bids accordingly.
13. Bidders should agree to Scope of Services and other provisions of the bidding documents. An “Undertaking” on the aforesaid acceptance to be submitted in **Format C** attached to the NIB.
14. The Bid shall remain, valid for a period of 180 (one hundred eighty) days after the date of opening of Bid Proposal. In exceptional circumstance, NEEPCO may solicit the Bidder’s consent for extension of the bid validity period. When the validity period is extended by the Bidder, the same shall be done without any modification to the Bid by the Bidder.
15. Any misinformation or un-supported fact, data, information, terms and conditions submitted in the bid by the bidder may result in rejection of bid by NEEPCO.  
  
Bidders shall not contact NEEPCO on any matter relating to their bid after the Bid opening. Any effort by the Bidder to influence NEEPCO in evaluation, comparison or award decision may result in the rejection of their Bid Proposal.
16. The Bidders cannot withdraw their offer after opening of Bids.
17. A Bidder shall submit only “1(one) Bid” in the Bidding Process, individually as a Bidder. A Bidder who submits or participates in more than “1(one) Bid” will cause all the proposals in which the Bidder has participated to be disqualified.

**18. SELECTION CRITERIA (ALLOCATION OF POINTS) FOR EMPANELMENT OF AUDIT FIRMS:**

Sl. No.	PARTICULARS	POINTS/MARKS TO BE ALLOCATED	MINIMUM QUALIFYING POINT	MAXIMUM POINTS
1.	Year of Establishment of the Audit Firm	1 (one) per full financial year of existence	05 (five)	10 (ten)
2.	No. of Partners in the Firm who have been with the applicant firm for a minimum period of one year as on date of application.	2 (two) for each Partner who is ACA / FCA/ ACMA / FCMA	06 (six)	14 (fourteen)
3.	Number of Partners/ qualified Assistants (Chartered Accountants/Cost Accountants) with CISA / DISA / DISSA	2 (two) per person	02 (two)	04 (four)
4.	No. of Qualified Assistants (Chartered Accountants/Cost Accountants) employed with the Firm	2 (two) per Qualified Assistant	06 (six)	12 (twelve)
5.	No. of Semi-Qualified Assistants (CA-IPCC /CMA - Inter) employed with the Firm.	1 (one) per Semi-qualified assistant	05 (five)	10 (ten)
6.	Experience of the Firm in Power Sector as Statutory Auditors/Internal Auditors (refer note Sl. No. I,II III & IV below)	5 (five) per year of Audit	15 (fifteen)	25 (twenty five)
7.	Experience of the Firm in Physical verification of Fixed Assets and Inventories in Power Sector (refer note Sl. No. I,II, III & IV below)	1 (one) per year of Audit	02 (two)	5 (five)
8.	Experience of the Firm in PSUs (other than Power Sector and Financial sector) as Statutory Auditors/Internal Auditor (refer note Sl. No. I , II & IV below)	3 (three) per year of Audit	09 (nine)	15 (fifteen)
9.	Audit firms having Office (s) (Registered Office/ Branch) located in India	North Eastern Region # : <b>05 points</b> Other than North Easter Regions : Nil	Nil	05 (five)
Total Points				100 (one hundred)

**# North Eastern Region** indicates the Firms belongs to Assam, Meghalaya, Arunachal Pradesh, Nagaland, Manipur, Mizoram, Tripura and Sikkim for the purpose of Empanelment.

**Note:**

- I. Sl. no. at 6, 7 and 8: Experience from the financial year 2012-13 onwards only shall be considered while carrying out evaluation.
- II. Sl. no. at 6, 7 and 8: Points for each year's experience shall be awarded irrespective of the number of audits conducted during that particular year.
- III. Power Sector at Sl. No. 6 and 7 would mean industries/entities engaged in generation/transmission/distribution of electricity.
- IV. Sl. no. at 6, 7 and 8: In case of firm's experience in Power sectors and PSUs, auditee entities with minimum annual turnover of Rs.500.00 (five hundred) crore in the year for which audits were assigned to the firm would only be considered.
- V. Documentary evidence in support of each of the above-mentioned criteria are required to be submitted.
- VI. Fraction of the year to be ignored for calculating no. of years at Sl. 1,6, 7 and 8.
- VII. *For MSEs and Startups with relaxation in Prior experience and Turnover criteria, the firms will be allowed "Minimum qualifying point" as mentioned at Clause: 18 - SELECTION CRITERIA (ALLOCATION OF POINTS) FOR EMPANELMENT OF AUDIT FIRMS" above, only against the Selection Criteria at Sl. Nos. 1, 2, 6,7 & 8.*
- VIII. In case of a tie, a Chartered Accountants / Cost Accountants firms with longer experience in power sector will be preferred for the purpose of empanelment. If still there is a tie, a firm with a higher number of audits in PSUs (other than power sectors and Financial Sectors) will be preferred. In case of a tie again, a firm with a higher number of Fellow Members of the Institute of Chartered Accountants of India or the Institute of Cost Accountants of India will be considered.

***Selection for empanelment will be done on the basis of marks obtained and the rankings decided based on the above-mentioned criteria including tie breaker.***

**19. Right to Information Act.**

- 19.1 NEEPCO is classed as a 'Public Authority' within the meaning of the Right to Information Act. The Act creates a general right of access to information held by public authorities (subject to certain exemptions.) Therefore, any information regarding the bidder / Consultant of NEEPCO may be made available on demand (in accordance with the provisions of the Right to Information Act.)
- 19.2 NEEPCO cannot guarantee that information will not be disclosed in response to Right to Information Act requests. However, the Act does provide for certain types of information to be withheld. To enable NEEPCO to evaluate the information that it is supplied with and to establish if it may be exempt, the Empanelled Internal Auditor will need to clearly label information indicating that such information is preferred that it will not be released with an indication of reasons e.g. use markings such as 'confidential' or 'commercially sensitive'. Information labelled in this way will be examined in the light of the exemptions provided for in the Act, before a decision to disclose is made.

**20. Settlement of Disputes:****20.1 Amicable Settlement:**

- i) If any dispute arises between NEEPCO and the Bidder/ Consultant in connection with, or arising out of the Contract, an attempt shall be made to resolve the matter in dispute amicably.
- ii) No dispute or difference arising between the Bidder/ Consultant and the NEEPCO under or relating to or in connection with the Contract shall be referred to arbitration unless an attempt has first been made to settle the same amicably.
- iii) Any dispute, in respect of which NEEPCO and the Bidder/ Consultant have failed to reach at an amicable settlement, shall be finally settled by Arbitration in accordance with the Arbitration and Conciliation Act, 1996 (Act No.26 of 1996) and its subsequent amendments from time to time and any rules made there under and to such other order or orders, instructions issued by the Government of India from time to time in this connection. The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed by the Chairman and Managing Director of NEEPCO or by his duly authorised representative out of a Panel of names of three Arbitrators, proposed by him and selected by the Bidder/ Consultant.

**20.2 Arbitration**

- i) The parties to the dispute, prior to referring the dispute to the Arbitrator/or Arbitrators as the parties may mutually decide, first drawn up the specific terms of reference/issues by way of a separate Joint Agreement, which shall be filed before the Arbitrator or Arbitrators for commencing the proceedings.
- ii) No dispute or difference of opinion, whatever, shall be referable to the Arbitration after the expiry of period of 3 (three) years from the date when such dispute or difference of opinion arises.
- iii) The Bidder/ Consultant will ensure that the obligation under the Contract shall continue during Arbitration proceedings and dispute, and no payment due from either party shall be withheld on account of such proceedings except to the extent that may be in dispute.
- iv) Arbitration proceedings shall be held at Shillong / Guwahati and the language of the Arbitration proceedings and that of all documents and communications between the parties shall be English.
- v) The expenses of the Arbitrators, as determined by the Arbitrator, shall be shared equally by the Corporation and the Bidder/ Consultant. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its case prior to during and after the Arbitration proceedings shall be borne by each party itself.
- vi) In the event of dispute or differences arising between NEEPCO and a Government Department/ Organisation or in between NEEPCO and another Central Public Sector Enterprise (CPSE), settlement of disputes through the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) shall be done as under:

“In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/ Organisations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018”.



- vii) The Arbitrator appointed shall have no power to award interest on any claim referred to the Arbitration. No claims for interest or damages on whatsoever count will be entertained by the Corporation with respect to any dispute, difference or misunderstanding between the Corporation and the Bidder/ Consultant.
- viii) There shall be only one Arbitration proceeding for adjudicating all the disputes under the Contract. Hence, Arbitration should be invoked by the parties by combining all the disputed issues together. Issues/Disputes arising out of the same cause of action cannot in any case be referred to Arbitration more than once subject to agreement by all the parties including Arbitrator.

## 21. Corporation's Right to accept any Bid and to reject any or all Bids

- i) The Corporation reserves the right to accept or reject any or all the Bids, and to cancel the empanelment process at any time before or after finalisation of empanelment, for any justified and genuine grounds.
- ii) The Corporation requires the Bidders to observe the highest standard of Ethics before and after finalisation of empanelment process and during providing the services as Internal Auditor after empanelment. Accordingly, the Corporation:
  - (a) will reject the bid if it determines that the Bidder recommended for empanelment has engaged in corrupt or fraudulent practices in competing for the empanelment, in question.
  - (b) will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it, at any time, determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the Service under this contract.

In pursuance of this policy, the Corporation defines, for the purpose of these provisions, the terms set forth below as follows:

- (c) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of Value to influence the action of a public official in the procurement process or in contract execution; and
  - (d) "Fraudulent Practice" means a misrepresentation of facts in order to influence a Procurement process or the execution of a Contract to be detriment of the Corporation, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Corporation of the benefits of free and open competition.
  - (e) "Collusive Practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Corporation, designed to establish bid price at artificial, non-competitive levels;
  - (f) "Coercive Practice" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the tendering process or affect the execution of a contract.
  - (g) "Undesirable Practice" means establishing contact with any person connected with or employed by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; and
  - (h) "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the empanelment Process.
- iii) The documents / information submitted by bidder may be verified by the officials of the Corporation for its authenticity at any time and the bidder shall provide all facilities/co-operation in this regard. If it is found that any of the documents / information submitted by the bidder is not genuine, the Corporation shall have full rights to cancel his Bid, and terminate the services, if awarded.

22. Any communication requesting further information on the required services to be provided or on the Bidding process itself or for any other purpose relating to the Bid document shall be made in writing (including e-mail) prior to the date stipulated in the NIB and forward it to the following address:

The Chief General Manager (C),  
i/c Contracts & Procurement,  
NEEPCO Ltd., Lower New Colony,  
Shillong, Meghalaya – 793003,  
E-mail ID: [contract\\_neepco@yahoo.com](mailto:contract_neepco@yahoo.com).

**23. Documents to be submitted along with The Bid:**

Interested firms are advised to go through the contents of the BID documents carefully and submit self-attested copies of the following documents in proper sequence along with the Bid as described hereinafter:

1. A corporate profile of the organization, including
  - i) Services offered,
  - ii) Experience in the specific area,
  - iii) Credentials for undertaking the exercise,
  - iv) Outline organogram
2. Latest registration certificate of the firm issued by The Institute of Chartered Accountants of India / The Institute of Cost Accountants of India with respect to the information related to the year of establishment of Head Office, Branch Office(s) address(es), details of partners along-with their membership nos. etc. Particulars as indicated in the Certificate(s) will be treated as conclusive and used for the purpose of evaluation.
3. Certificate of CISA/DISA/DISSA, if any, issued by the respective Institutes.
4. Membership certificates of the qualified Assistants issued by The Institute of Chartered Accountants of India / The Institute of Cost Accountants of India.
5. Certificates issued by the respective Institutes in evidence of qualification of semi-qualified Assistants.
6. A declaration (FORM-IV, Section: VI) has to be submitted by each audit firms that none of its partner(s) or qualified employee(s) is a partner in any other audit firm which is applying for current empanelment in NEEPCO.
7. Copy of documents in support of experiences and all other criteria as mentioned in Clause: 18, (Section: VI, Page-30) to be submitted along-with the bid.
8. Copy of PAN card.
9. Copy of GST Registration of the Branch/HQ which will execute the work.
10. Power of Attorney for the authorized signatory. (**Notarised Power of attorney to be provided in Non-Judicial Stamp Paper of appropriate value in respect of the person signing the bid on behalf of the bidder**). [FORMAT A]
11. Format of Application must be completely filled-in. Incomplete application will be rejected outright.



## SECTION-IV

### TERMS OF REFERENCE OF INTERNAL AUDIT FOR NEEPCO

#### 1. AUDIT TEAM

Auditors would deploy a suitable team for undertaking the audit, after a thorough perusal of the requirements of the appointment letter and the terms & conditions contained therein, ensuring that the size of the audit team is commensurate with the size of the Auditee unit and the volume of work involved. They will submit their plans in advance to enable the Management to take appropriate steps for finalisation of their audit plan duly considering various tasks as per pre-decided matching schedules.

The Head of Finance/ HOD - Finance of the Unit will coordinate with the Audit Team for smooth functioning of the audit.

It should be ensured that the audit team is headed at all times by a Chartered Accountants/ Cost Accountants with a team having CISA/DISA/DISSA and/or prior experience of auditing on ERP- SAP platform. The team should consist of adequate no. of semi-qualified Assistants (Semi qualified Cost/Chartered Accountants). One partner should join the audit team during audit of the Units as well as at the time of exit meeting at the respective projects/offices (in the two phases).

#### 2. AUDIT REPORT

The auditor should give a report at the end of each Phase as per the requirement of **Clause:22, Section: V, Page-22**

#### 3. AUDIT FEE, MINIMUM MANDAYS PER PHASE OF AUDIT AND TRAVELLING EXPENSES:

Details of Audit fee for the year and minimum number of Man-days required to be devoted in each phase of audit for each project/office are given in **Clause:06, Section: IV, Page-18**.

In addition, one time to & fro journey fare by Air /Rail (ex- Guwahati) for each Phase of audit shall be paid as detailed below:

Journey should be performed by the shortest route in the entitled class given below:

<b>Entitled person</b>	<b>Mode &amp; class of Travel</b>
One Partner:	Economy class by Air / AC 1 <sup>st</sup> Class by Rail
Qualified Assistants (CA/CMA):	Economy class by Air / AC 2 Tier by Rail
Others:	AC III Tier by Rail

In addition, the following expenses Ex- Guwahati will be borne/arranged by NEEPCO for the audit team:

- i. Boarding and Lodging.
- ii. Local Transportation.

4. Internal Audit shall be conducted in 2 phases (Phase –I covering the period from April to September and Phase -II covering the period from October to March). The commencement of Phase–I audit will be on/around 25<sup>th</sup> of October and to be completed by 10<sup>th</sup> of November. The commencement of Phase –II will be on/around 15<sup>TH</sup> of March and to be completed by 5<sup>th</sup> of April.

5. The reports for Phase –I & II are to be submitted within one week after completion of audit respectively. Scope for conducting Internal Audit includes reporting on adequacy of Internal Financial Control for each of the offices/projects where internal audit are being carried on as required under the Companies Act 2013.

**6. List of Projects & Offices, Minimum Man days required and Fees for conducting Internal Audit.**

Sl. No.	NAME OF THE PROJECTS AND OFFICES	TOTAL MAN DAYS PER UNIT/PROJECT	PARTNER MANDAYS	AUDIT FEES (Rs)
1	Corporate Head Quarter office in Shillong including Delhi Office and Kolkata office	164	14	3,91,000.00
2	Offices located at Guwahati	64	4	1,43,600.00
3	Kopili Hydro Electric Power Station (KHPS) (275 MW), Umrongso, Dima Hasao District, Assam	110	10	2,66,000.00
4	Assam Gas Based Power Station (AGBPS) (291 MW) located at Bokuloni, Tinsukia, Assam	110	10	2,66,000.00
5	Agartala Gas Based Power Station (135 MW), R. C. Nagar, Agartala, Tripura	86	6	1,96,800.00
6	Tripura Gas Based Power Station (101 MW) including Monarchak Solar Power Station (MSPS) (5MW), Monarchak, Sonamura, Tripura	86	6	1,96,800.00
7	Doyang Hydro Power Station (DHPS) (75 MW), Wokha, Nagaland	86	6	1,96,800.00
8	Ranganadi Hydro Power Station (RHPS) (405 MW), Yazali, Arunachal Pradesh	110	10	2,66,000.00
9	Kameng Hydro Power Station (KaHPS) (600 MW), Kimi, West Kameng, Arunachal Pradesh	135	10	3,12,500.00
10	Pare Hydro Power Station (PHPS) (110 MW), Doimukh, Papum Pare District, Arunachal Pradesh	108	8	2,50,000.00
11	Tuirial Hydro Power Station (THPS) (60 MW), Kolasib, Mizoram including Silchar	86	6	1,96,800.00
	<b>TOTAL</b>	<b>1145</b>		<b>26,82,300</b>
			<b>Overhead@ 10%</b>	<b>2,68,230.00</b>
			<b>Profit @10%</b>	<b>2,68,230.00</b>
			<b>Total : Rs.</b>	<b>32,18,760.00</b>

# **The amount is exclusive of GST, as applicable.**

**Note :** - Fees mentioned above are inclusive for both phases i.e. total financial involvement for Ph-I & Ph-II in the relevant Financial Year. The audit fees as mentioned above shall remain firm during the entire period of empanelment, i.e., for 3 (three) years from the FY 2022-23, FY 2023-24 and FY 2024-25. The Appointed Audit firms must ensure deputing minimum Mandays as mentioned above for conducting Internal Audit.

## 7. PAYMENT OF AUDIT FEES

Firms will be paid 40% of the Annual Audit fee after the completion of each Phase of audit, subject to submission of report of each phase of audit. Balance 20% (10% for each phase) will be paid after acceptance of the Audit reports by the appropriate authority of NEEPCO. The bills to be submitted to the respective Units (Projects and Offices) along-with all supporting documents relating to conducting audit including boarding passes in original in case of air travel.

### GENERAL TERMS AND CONDITIONS

- i. Firms that secure minimum qualifying points and above as per criteria given in **Clause:18, Section: III, Page-12** shall be considered for empanelment. Firms will be given points/marks and ranked in the descending order. Top 12 (twelve) firms including winner of the ties shall be considered for empanelment in order of ranks..
- ii. This bid is only for the purpose of empanelment of Firms and does not guarantee/assure allotment of Internal Audit/any other assignments.
- iii. NEEPCO reserves its right to accept or reject any application(s) without assigning any reasons thereof. The decision of NEEPCO for empanelment of Firms shall be final and binding upon the firms participating in the process of empanelment.
- iv. The appointment of an Audit Firm will be made from the empanelled list of firms based on ranks obtained in descending order. However, Audit Firm appointed by NEEPCO for Internal Audit will be assigned Zone wise as per Annexure-I (Page-35) at the discretion of NEEPCO.
- v. The Internal Auditor will ensure that the information obtained in respect of the working/operation of the unit is maintained in strict confidence and secrecy at all times, including after the completion of the assignment. All such information shall remain exclusive property of NEEPCO at all the times. An "Undertaking" towards maintaining confidentiality is to be provided by the Audit firm at the time of acceptance of Audit assignment.
- vi. Assignment of work in subsequent years may be made subject to satisfactory performance.
- vii. On assignment of work in subsequent years after the first year, NEEPCO may rotate the Audit Firms from one unit to another within the Company.
- viii. If progress/performance of the audit team is not found satisfactory, NEEPCO's management reserves the right to terminate the appointment of the Firm, without assigning any reason whatsoever.
- ix. The Audit Firm will be debarred from getting, in future, Internal Audit assignments in NEEPCO in the following cases:
  - a. If the Firm obtains the appointment on the basis of misrepresentation of information / misstatement of facts at the time of submission of application/documents along with Bid.
  - b. The Audit Firm is found to have sub-contracted the work.
  - c. If the Firm does not take-up audit in terms of the appointment letter.
  - d. If the Firm does not submit the Audit Report, complete in all respects in terms of the appointment.

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- x. The firms of Chartered Accountants/Cost Accountants who have served in the capacity of Internal Auditors of NEEPCO/ its JV Companies for 03 (three) years during the previous five years (i.e., during the FY 2017-18 to the FY 2021-22) are not eligible to participate in the bid.
  - xi. No partner of the forms participating in bid should be related to Managing Director/whole time Director or part-time Director of NEEPCO Ltd or its Joint Ventures within the meaning of Section 2(77) of the Companies' Act, 2013;
  - xii. Neither the firm nor its partner or associates have any interest in the business of NEEPCO Ltd.
  - xiii. In case of any dispute on any issue arising before commencement of /during execution of the contract, an amicable solution may be arrived at with discussion and reconciliation. However, in case of any dispute remaining unresolved, the decision of the Chairman & Managing Director, NEEPCO will be final and binding on both the parties.

#### 8. **Governing Law & Jurisdiction**

**Jurisdiction of Courts: Any dispute arising out of or in respect of the contract will be subject to the jurisdiction of Meghalaya High Court only.**

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## SECTION – V

### SCOPE OF INTERNAL AUDIT & AREAS

#### TO BE COVERED AT VARIOUS PROJECTS / PLANTS / OFFICES OF NEEPCO LTD

1. Commercial- Sales /Collections/Billing & its realisation/reconciliation /age analysis of Debtors/ rebate, discounts, late payment surcharge as per CERC guidelines/ Fund transfer procedure of banks Escrow accounts/reconciliation of Escrow bank accounts/Generation/Plant efficiency/reporting to regulatory authorities, etc.
2. Plant operation and maintenance
3. Works and Procurements including O&M Contracts (Pre - award and execution), e-tendering, reverse auction, issues relating to closure of contracts, where ever applicable, Status of Arbitration proceedings etc.
4. Accounts including Cash & Bank transactions, Books, Review of periodical Financial Statements, Compliances to the Companies Act, SEBI (LoRD) etc.
5. Establishment matters
6. Borrowings, which includes, Bonds, Foreign loans, Govt. loans, Term loan, WDCL etc. and compliances to various requirements as per relevant Act/Rules.
7. Bill section (works, supply, service, establishments etc.) including Works Contracts, statutory deductions, payment and recovery of advances as per rules and with proper approval, extra work, extra lead, if any, quantity deviations, escalation bill payment, time extension, application of liquidated damage, rate revision issues, validity, verification and adequacy of BG, adequate insurance coverage, etc.
8. Stores- Documentation & Procedures, Accounting including review of PSL and suppliers' sub ledger, gate pass system, suppliers bill, age analysis of stock, disposal system of unused stock, adequate insurance coverage, etc.
9. Human Resource Department (HR establishment) including employees Service Books, compliances to the HR Rules, legal matter, Land matters etc.
10. Township, Estate Service, Guest House and Medical.
11. Taxation matters – Direct and Indirect including adherence /compliance to various Act/Rules etc.
12. Fixed Assets, recognition, depreciation, compliance to CARO, adequate insurance coverage etc.
13. Budget & budgetary control
14. Investment Section-investment of surplus fund, if any, as per guidelines, raising of loans, hedging policy.
15. CSR activities, Monitoring and Evaluation of ongoing CSR projects including compliances to the CSR Rules.

16. Review of Internal Financial Control of NEEPCO. Reporting on adequacy and operating effectiveness of Internal Financial Control for NEEPCO.
17. IT System- its adequacy, security, back-up procedures, access levels, change requests-approval, etc.
18. Review of progress of various ongoing projects and the S&I Units. Monitoring of progress, critical path, etc.
19. Contracts awarded on Nomination basis. Compliance of Company's Rules, Procedure, Policy and CVC guidelines etc., on orders awarded without call of tender awards shall be checked.
20. Miscellaneous
  - I. Guidelines issued by Corporate F&A Dept. from time to time have been complied with.
  - II. Compliance to the Auditors observations (including old unsettled para, if any) and action taken there-on.
  - III. To ensure that the accounting and financial management systems are reliable and effective in design and to assess the extent to which they are being followed.
  - IV. To review the efficacy, adequacy and application of accounting, financial and operating controls and thereby ensuring the accuracy of the books of accounts.
  - V. To verify that the system of Internal check is effective in design and operation in order to ensure the prevention of and early detection of defalcation, fraud, misappropriation and misapplication, if any.
  - VI. To review & comment on compliance of policies, rules, procedures of NEEPCO and guidelines of Government and statutory requirements.
  - VII. To suggest on cost reduction measures.
  - VIII. Establishment and Service matters of the employees.
  - IX. Legal matters including filing and defending cases, arbitration proceedings etc.

*(Note: Detailed requirement for the above areas along-with instruction and check list, if any, to be submitted by the auditors along-with their Internal Audit Reports will be given at the time of appointment.)*

## **21. REPORTING REQUIREMENTS**

**Internal Audit Reports should be divided into 3 (Three) separate parts, namely:**

### **21.1 PART –I: IMPORTANT OBSERVATIONS, OBJECTIONS AND RESERVATIONS:**

This part should contain the Auditors comments on all such irregularities or occurrences which the auditors desire to bring it to the notice of management, along with their financial implications, if any. This part should also bring out deviations (non-compliances) by units (Projects/Offices) from (with) policies, systems and procedures prescribed by NEEPCO. Any non-compliance with the matters/areas specified in the Guidelines for Internal Audit (to be provided at the time of appointment) should also be identified here. The observations should be arranged in self-contained paras, preferably with suitable titles.

### **21.2 PART – II: DETAILED REPORT:**

This part shall comprise auditor's detailed observations regarding areas specified in the Guidelines for Audit. However, non-compliance with the matters/areas specified in the Guidelines which are identified in Part I of the report, should also be invariably detailed in Part II. While Contracts/W.Os / P.Os placed on single Tender/Nomination basis should be reported in his part of the report.

**21.3 PART –III: REPORT ON TESTING OF EFFECTIVENESS OF INTERNAL FINANCIAL CONTROLS:**

An element of risk-based auditing has been made a part of the scope of Internal Audit. This has been done by the inclusion of a checklist w.r.t the Internal Financial Control Framework in vogue in NEEPCO. For this purpose, a separate checklist for testing the effectiveness of certain chosen controls have been included in the initial guidelines for Internal Audit, which will be issued along with the appointment letter. Auditors are required to complete the test procedure and include their findings on IFC testing in part III of their report.

**21.4 The following may also be kindly ensured:**

- (a) The report should be supplemented in each phase, by a statement indicating:
  - (i) Particulars of records checked along with their volume and value as compared to the total volume and value of the transactions. Auditors should also mention the entry date of the last document verified by them in the customised material management & financial software system/ ERP- SAP.
  - (ii) A statement indicating the details of audit staff deployed their designation and the period of deployment in each phase.
- (b) The report should also contain references to areas where no adverse observations have been noted. In respect of other areas, specific suggestions for improvement, if any, may also be highlighted for each area.
- (c) The result of audit should be discussed with the Head of the Unit and Head of Finance in each phase and important observations should be brought to their notice, so that timely corrective actions may be taken. The report should be prepared after duly taking into account the additional information that may be provided/ obtained at such discussions.
- (d) The Unit-wise reports are to be submitted in hard copies for each phase of audit to the Corporate Internal Controls and Audit Department of NEEPCO at Shillong. Contents of Internal Audit Report have also to be submitted in soft copies written in MS Office and a soft copy is also to be mailed to the following ID : [icaneepco@rediffmail.com](mailto:icaneepco@rediffmail.com)

**SECTION – VI****FORMS TO BE SUBMITTED BY THE BIDDER**

<b>SI No</b>	<b>DESCRIPTION</b>	<b>FORM NO</b>
1	FORMAT FOR APPLICATION	FORM NO:01
2	UNDERTAKING FOR BID ACCEPTANCE	FORM NO:02
3	POWER OF ATTORNEY	FORM NO:03
4	SELF-DECLARATION BY BIDDER	FORM NO:04
5	BANK DETAILS WITH AUTHORIZATION	FORM NO:05
6	DECLARATION/UNDERTAKING REGARDING APPLICABILITY OF STARTUPS UNDER STARTUP INDIA INITIATIVE	FORM NO:06
7	DRAFT CONTRACT AGREEMENT FORM	FORM NO:07



**FORM: 1****FORMAT FOR APPLICATION**

1. Name of the Firm:
2. Registration No. of the Firm:
3. Date of Registration of the Firm:
4. Details of Head Office & Branch Office(s):

**Head Office:**

Address & Website	Date of Establishment	Contact Person/Land line number/Mobile Number/other contact Nos./Fax	E-mail	Supporting documents

**Branch Office 1:**

Address	Date of Establishment	Contact Person/Land line number/Mobile Number/other contact Nos./Fax	E-mail	Supporting documents

*(Insert information for further Branch Office (s), if any)*

5. Details of Partners:

Sl. No.	Name of the Partner (s)	Membership No.	Membership Status ACA/ACMA/FCA/ FCMA/CISA/DISA/ DISSA	Date of joining the firm as partner	Supporting documents
1.					
2.					
3.					
4					

**6. Details of Qualified Assistants:**

Sl. No.	Name of the Assistant(s)	Membership No.	Whether ACA/ACMA/FCA/FCMA/CISA/DISA/DISSA	Date of joining the firm as Qualified Assistant	Supporting documents
1.					
2.					
3.					
4.					

**7. Details of Semi-Qualified Assistants:**

Sl. No.	Name of the Assistant	Whether CA-IPCC/CMA-Inter	Date of joining the firm as a Semi-Qualified Assistant	Supporting documents
1.				
2.				
3.				
4.				

**8. Details of Experience of the firm in Power Sector as Statutory Auditors/Internal Auditors from the FY 2012-13 onwards:**

Sl. No.	Name of the Company/Unit	Year of Audit	Type of Audit completed (Statutory/Internal)	Supporting documents
1.				
2.				
3.				
4.				

**9. Details of Experiences of firm in Physical Verification of Assets and Inventories in Power Sectors from FY 2012-13 onwards:**

Sl. No.	Name of the Company/Unit	Year of Audit	Type of Physical verification – Fixed Assets / Inventories	Supporting documents
1.				
2.				
3.				
4.				

**10. Details of Experience of the firm as Statutory/ Internal Auditor in PSUs (other than Power Sector and Financial sector) from FY 2012-13 onwards:**

Sl. No.	Name of the Company/Unit	Year of Audit	Type of Audit completed (Statutory/Internal)	Supporting documents
1.				
2.				
3.				
4.				

**11. Readiness for Audit under Ind AS compliance guidelines:** Yes / No

**12. PAN No. of the Firm:**

**13. GST Registration No. of the Branch/HQ which will execute the work:**

**Note:**

1. Documentary evidence in support of all the above information are to be furnished along with the bid.
2. All pages of the terms & conditions and documents submitted are to be signed/sealed by the authorised person along with seal of the firm.

Signature of Authorised Partner with Name & Seal  
of the Authorised Partner & Audit Firm



**UNDERTAKING FOR BID ACCEPTANCE**

**(To be given on Firm’s Letter Head)**

**To,**

**The Chief General Manager (C),  
I/c Contract & Procurement Deptt.,  
NEEPCO Ltd., Lower New Colony,  
Shillong, Meghalaya – 703003.**

**Sub: Acceptance of Scope of Services and other provisions of the bidding documents for empanelment as Internal Auditors of North Eastern Electric Power Corporation Ltd (NEEPCO Ltd) for a period of 3 (three) years for the FYs 2022-23, 2023-24 and 2024-25**

**Ref: NIB No 426 Dated 06.09.2022**

**Dear Sir,**

- i. I/We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender’ from web site <http://etender.gov.in>.
- ii. I/We hereby certify that I/We have read all the terms and conditions of the NIB (including all related Clause(s), Forms etc., which shall be part of the contract and I/We shall abide hereby all Terms & Conditions contained therein.
- iii. The corrigendum(s) issued from time to time by your department/Organization too has also been taken into consideration, while submitting this acceptance letter.
- iv. I/We hereby unconditionally accept all the terms and Conditions of above-mentioned bid document and corrigendum(s) as applicable.
- v. In case any provisions of this bid are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject my bid.
- vi. I/We confirm that our bid shall be valid up to 180 days from the date of opening of bid document.
- vii. I/We hereby certify that all the statements made and information supplied in enclosed documents, Forms and additional data etc., furnished herewith are true and correct.
- viii. I/We certify that comply with the eligibility requirements as per Bid documents.

Date .....

Place.....

Signature .....

Name.....

Seal.....



**FORM: 3**

**POWER OF ATTORNEY**

**[On Non-Judicial Stamp Paper of Appropriate value and Notarised as per Law]**

Bidders shall submit the Power of Attorney including its physical submission in original

To,

\_\_\_\_\_

KNOW BY ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, .....  
(Name)....., (Title).....of M/s ..... (Name of the Company /  
Partnership /Limited liability Partnership firms) ....., lawfully authorised to  
represent and act on behalf of the said company / Partnership /Limited liability Partnership firms,  
a company / Partnership / Limited liability Partnership firms formed and existing under the laws of  
.....(Name of Country) with a REGISTERED/PRINCIPAL OFFICE/PLACE OF  
BUSINESS at.....(Complete Address).....(THE "EXECUTANT") does  
hereby make, constitute and appoint Mr. ....(name of  
Attorney),..... (Title) of M/s  
.....(Company/Partnership/Limited liability Partnership firms), whose  
signature appears below, to be the true and lawful attorney, and authorise said Attorney to  
conduct negotiations with North Eastern Electric Power Corporation Limited, to sign the  
expression of interest and Contract Agreement, and to execute all the necessary matters related  
thereto in the name and on behalf of the said company in connection with bid  
No.....Dated..... for the work of ".....",  
issued by North Eastern Electric Power Corporation Limited ("THE EMPLOYER"). Whereas the  
undersigned is fully authorised to deliver such Power of Attorney to above named  
person/Company/Partnership/Limited liability Partnership firms.

And we the Company/ Partnership / Limited liability Partnership firms above named do  
hereby agree and undertake to ratify and confirm and do hereby ratify and confirm all whatsoever  
the said Attorney quotes in the Bid negotiates and signs the Contract with the Employer and/or  
proposes to act on behalf of the Company as if done by itself.

In witness whereof, this Power of Attorney is duly signed on .....

Signature of Attorney Attested

For (Name of the EXECUTANT)

Signature of Attorney .....

(Signature of authorised representative .....

Attested by .....

(Name of authorised representative.....)

representative.....)

(Designation of authorised

(Seal of the Company/ Partnership/ Limited  
liability Partnership firms)

Witness:

Signature:

Name:

Designation:

[Notarised/legalised]



**SELF-DECLARATION BY BIDDER**

**(To be given on the Firm's Letter Head)**

I/We hereby declare that none of its partners(s) or qualified employee(s) of the \_\_\_\_\_ (Name of the Firm) is a partner in any other audit firm which is applying for empanelment in North Eastern Electric Power Corporation Ltd (NEEPCO Ltd) as Internal Auditors for the FYs 2022-23. 2023-24 and 2024-25.

Date .....

Place.....

Signature .....

Name.....

Seal.....

**FORM: 5****BANK DETAILS WITH AUTHORIZATION**

To

Chief General Manager (Finance)  
 North Eastern Electric Power Corporation Ltd  
 "Brookland Compound", Lower New Colony  
 Shillong-793003, Meghalaya

Sub: Authorization of all payments through Electronic Fund Transfer system/RTGS/NEET

We hereby authorize North Eastern Electric Power Corporation Ltd (NEEPCO Ltd). to disburse all our payments through electronic fund transfer system/RTGS/NEET. The details for facilitating the payments are given below:-

1	Name of the Beneficiary, address with Telephone No.	
2	Bank Name, address with Telephone No	
3	Branch Name & Code	
4	Bank Account number with style of account (savings/current)	
5	IFSC code no. of the Bank	
6	PAN no. of the Beneficiary	
7	E-mail no. & Mobile no. of the beneficiary for intimation of release of payment	

I/We hereby, declare that particulars given above are correct and complete and if the transaction is delayed or credit is not affected due to incorrect information, I/we will not hold the North Eastern Electric Power Corporation Ltd (NEEPCO Ltd) responsible.

Authorised Signatory

Name:  
 Official stamp with Date

Note: Please enclose one cancelled cheque for E-Payment



**FORM: 6**

**DECLARATION/ UNDERTAKING REGARDING APPLICABILITY OF STARTUPS  
UNDER STARTUP INDIA INITIATIVE**

1) I/We confirm that the provisions of Start-up India Initiatives are:

Applicable to us and our organization falls under the definition of Start-ups.

Not applicable to us and our organization does not fall under the definition of Start-ups.

Please (tick) the appropriate box  and attach documents / certificates, if any.

2) I/We also undertake to inform the change in this status as aforesaid during the currency of the contract, if any.

Dated \_\_\_\_\_

Signature of Bidder \_\_\_\_\_



**DRAFT CONTRACT AGREEMENT FORM**

(To be drawn up in Non-Judicial Stamp Paper of appropriate value)

This Agreement is made this ..... day of ..... 2022 between ..... having their registered office at ..... (hereinafter referred to as the “**Internal Auditor**”) and the North Eastern Electric Power Corporation Limited (hereinafter referred to as the ‘**Corporation**’) having their registered office at Brookland Compound, Lower New Colony, Shillong – 793 003, Meghalaya, India.

Whereas the Corporation has decided for “**Empanelment of Internal Auditor in NEEPCO for the FY-2022-23, 2023-24 & 2024-25** (hereinafter called the ‘**Services**’) mentioned, enumerated and referred to in the Notice Inviting Bid, Information for Bidders, Instruction to Bidders, Conditions of Appointment, Bidding Forms, Corrigenda and Clarifications, if any, (hereinafter called the ‘**Bid Documents**’) for the ‘**Services**’ issued by the Corporation and whereas the terms and conditions stipulated in the Bid Document for the said **Services** are accepted by the Internal Auditor and whereas the Corporation did accept the bid of the Insurer for execution of the said **Services**.

**Now this agreement witnesses and it is hereby agreed and decided as follows: -**

In consideration of Empanelment of Internal Auditor by the Corporation as herein mentioned, the Internal Auditor hereby covenants with the Corporation, its successors and assigns that the Internal Auditor shall do and perform the said services and things in the Contract mentioned and described or which are implied there from or therein respectively within and at the times and in the manner and subject to the terms, conditions, stipulations and specifications mentioned in the Bid Document.

**COVENANT PARTS OF THE CONTRACT**

This Contract consists of the following covenant parts all of which are as fully a part of this Contract as if herein set out verbatim or if not attached as if hereto attached.

1. Notice Inviting Bids (NIB):
2. Corrigendum No. (if any):
3. Pre-Bid Clarification (if any):
4. Letter of Intent (LOI):
5. Unconditional acceptance to the LOI:
6. Detailed Work Order (DWO) / Mandate Letter:



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**MEMORANDUM**

- (A) General Description of Service : -
  - (B) Duration of Appointment / Services: -
- 

**IN WITNESS THEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT IN SHILLONG ON THE DATE FIRST HEREIN BEFORE MENTIONED**

Constituted Attorney  
for the Internal Auditor

For & On behalf of  
North Eastern Electric Power Corporation Ltd.

In presence of

Chief General Manager(C)  
i/c Contracts & Procurement  
NEEPCO Ltd., Lower New Colony,  
Shillong – 793003.

( 1 )

( 1 )

Executed in Original

Constituted Attorney  
for the Internal Auditor

Chief General Manager(C)  
i/c Contracts & Procurement  
NEEPCO Ltd., Lower New Colony,  
Shillong-793003.

**ANNEXURE-I**❖ **ZONWISE DISTRIBUTION OF AREAS (PROJECT / PLANT/OFFICES)**

<b>ZONE</b>	<b>AREA (PROJECT / PLANT/OFFICES)</b>
<b>I</b>	1. Ranganadi Hydro Power Station (RHPS) (405 MW), Yazali, Arunachal Pradesh. 2. Pare Hydro Power Station (PHPS) (110 MW), Doimukh, Papum Pare District, Arunachal Pradesh. 3. Kameng Hydro Power Station (KaHPS) (600 MW), Kimi, West Kameng, Arunachal Pradesh
<b>II</b>	1. Kopili Hydro Electric Power Station (KHPS) (275 MW), Umrongso, Dima Hasao District, Assam. 2. Assam Gas Based Power Station (AGBPS) (291 MW) located at Bokuloni, Tinsukia, Assam. 3. Doyang Hydro Power Station (DHPS) (75 MW), Wokha, Nagaland.
<b>III</b>	1. Agartala Gas Based Power Station (135 MW), R. C. Nagar, Agartala, Tripura. 2. Tripura Gas Based Power Station (101 MW) including Monarchak Solar Power Station (MSPS) (5MW), Monarchak, Sonamura, Tripura. 3. Tuirial Hydro Power Station (THPS) (60 MW), Kolasib, Mizoram including Silchar.
<b>IV</b>	1. Corporate office located at Shillong 2. Delhi Office and Kolkata office. 3. Offices located at Guwahati

The appointment of an Audit Firm will be made from the empanelled list of firms based on ranks obtained in descending order. However, Audit Firm appointed by NEEPCO for Internal Audit will be assigned Zone wise as above at the discretion of NEEPCO.

Through this bidding process of NEEPCO, a panel of up to 12 (twelve) firms of Chartered Accountants/Cost Accountants will be shortlisted through evaluation and based on highest marks obtained in descending order (i.e., H1 to H12).

XXXX