



REQUEST FOR PROPOSAL (RFP)

OPEN TENDER FOR

APPOINTMENT OF COST AUDITOR OF IREDA

(Only through E-bidding mode)

INVITATION TO BID

E-Tender Reference Number: F&A/Cost Auditor /2021-22

Start Date of Submission of Bid: 04.08.2021

Last Date of Submission of Bid: 19.08.2021 (by 4.00 P.M)

Clarifications of bidding documents: 10.08.2021

Indian Renewable Energy Development Agency Limited

Regd. Office: Core-4'A', First Floor, East Court, India Habitat Centre, Lodi Road, New Delhi - 110 003

Corporate office: August Kranti Bhawan, 3rd Floor, Bhikaiji Cama Place New Delhi-110066

Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder or applicants whether verbally or in documentary form by or on behalf of Indian Renewable Energy Development Agency Limited (IREDA), is provided to the Bidder on the terms and conditions set out in this RFP document.

This RFP document is not an agreement and is not an offer or invitation by IREDA to any parties other than the applicants who are qualified to submit the Bids (Bidders). IREDA makes no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of this RFP document. IREDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

SECTION 1 - NOTICE INVITING TENDERS (NIT)

NIT for Appointment of Cost Auditor of IREDA

1. Indian Renewable Energy Development Agency Limited (IREDA) or ("the Company") was incorporated under the Companies Act, 1956 on 11th March, 1987 as a wholly owned Government Company exclusively for the financing of Renewable Energy and Energy Efficiency projects in India, under the administrative control of the Ministry of New & Renewable Energy (MNRE). The Renewable Energy (RE) technologies supported by IREDA include Solar Power, Wind Power, Small Hydro Power, Biomass Power, Cogeneration, Waste to Energy and Energy Efficiency/Conservation. IREDA is a Public Financial Institution under Sec 2(72) of the Companies Act, 2013 and is registered as a Non-Banking Finance Company (NBFC) with the Reserve Bank of India (RBI).

Further IREDA has also established a 50 MW Solar PV project at Kasargod Solar Park, Kerala pursuant to the tripartite agreement executed among KSEB Ltd, IREDA and Solar Energy Corporation Ltd. M/s SECI has selected M/s Jackson Engineers Ltd, Noida through competitive bidding, as the contractor for the work of design, engineering, supply, construction, erection, testing and commissioning. The Operation and Maintenance Contract for 10 years from the CoD was also awarded to them.

As on 13 September 2017, the whole 50 MW solar power plant has been synchronized with grid and started generating power and feeding the same to grid. The power generated from the project is supplied to Kerala State Electricity Board Ltd (KSEB). Accordingly, revenue from solar plant has been accounted for.

IREDA invites online bids on single stage two bid system for **Appointment of Cost Auditor of IREDA for FY 2021-22.**

The authorized and paid-up share capital of the Company is Rs. 6000 Crore and Rs.784.60 Crore, respectively. Presently the entire share capital is held by the Government of India.

2. Tender documents may be downloaded from IREDA's website, www.ireda.in (for reference only) and portal of Government E-Marketplace (GeM), <https://gem.gov.in/> as per the schedule given below:

| No | Description | Detailed Information |
|----|--|---|
| 1 | Name of Assignment | <u>Appointment of Cost Auditor of IREDA for FY 2021-22</u> |
| 2 | Tender Reference Number | <u>F&A/Cost Auditor /2021-22</u> |
| 3 | Date of release of Bidding Document (Document can be downloaded from IREDA's website and GeM Portal) | 04.08.2021 |
| 4 | Last date and time for Bid Submission | 19.08.2021 (By 4.00 P.M) |
| 5 | Technical Bid opening Date | 19.08.2021 |

| | | |
|---|------------------------------------|--|
| 6 | Name and Address for communication | Indian Renewable Energy Development Agency Limited 3 rd Floor, August Kranti Bhawan Bhikaji Cama Place New Delhi - 11 00 66 Tel: +91 (011) 26717400-13 Fax: +91 (011) 26717416 Email: punnugrover@ireda.in ; ankitagupta@ireda.in ; dimplekhanna@ireda.in |
|---|------------------------------------|--|

3. Bids shall be submitted online only at GeM Portal: <https://gem.gov.in/>. Tenderer/Bidder are advised to follow the instructions provided in the 'Need Help?' tab for the e-submission of the bids at the GeM Portal <https://gem.gov.in/>. For further assistance w.r.t. GeM Portal, email your queries to helpdesk-gem@gov.in or call 1800-419-3436.
4. Not more than one bid shall be submitted by one tenderer/bidder having business relationship.
5. Tenderer who has downloaded the tender from the IREDA's website and GeM Portal, shall not tamper/modify the tender form including price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected.
6. Intending tenderers are advised to visit IREDA website and GeM Portal **on regular basis** prior to closing date of submission of tender for any corrigendum/addendum/amendment.
7. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid. The Bidder is requested to carefully examine the RFP document, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy, Bidder should seek necessary clarifications in writing through email at punnugrover@ireda.in, ankitagupta@ireda.in and dimplekhanna@ireda.in within 7 days from the date of floating of the RFP.
8. The bidder's claiming to be MSME and/or MSME-SC/ST/Women and/or Start Ups etc., the relaxations and exemptions as per Government of India notifications/ instructions/guidelines w.r.t. the requirements of turnover & number of years of experience are allowed subject to production of requisite documents/proofs etc.

SECTION 2 - SCOPE OF WORK

IREDA invites bids/tender/quotation through e-tendering process from Practicing Cost Auditor (PCA)/Practicing Cost Auditors Firms (called **Bidder**) to conduct Cost Audit of 50 MW solar Power Project of the Company for the Financial Year (FY) 2021-22 in line with the specifications, requirements, terms and conditions elaborated in the bidding document and provide the Cost Audit Report as per the requirement of the Companies Act, 2013

SCOPE OF WORK

The broad scope of Cost Audit shall be as per the following, which inter alia includes verification of the compliance under the following enactments, Rules, regulations and Guidelines in a time bound manner, including but not restricted to, as mentioned below:

- a) To conduct Cost audit of 50 MW solar power plant at Kasargod Solar Park, Kerala in accordance with the provisions of the Companies (Cost Records and Audit) Rules 2014. Cost audit shall be in adherence to the relevant orders/clarification issued by Cost Audit Branch, Ministry of Corporate Affairs, Govt, of India and the Cost Accounting Standards issued by the Institute of Cost Accountants of India, from time to time.
- b) Verification and certification of cost proformas maintained by the Company as per Companies (Cost Records and Audit) Rules, 2014 as amended from time to time.
- c) Verification and certification of annexures to the cost audit report.
- d) Cost audit firm so appointed shall commence cost audit and submit report with in the period of 180 days from the closure of the financial year as per Companies (Cost Records and Audit) Rules, 2014 and relevant orders/clarification issued by Cost Audit Branch, Ministry of Corporate Affairs, Govt, of India and the Cost Accounting Standards issued by the Institute of Cost Accountants of India, from time to time.
- e) The cost audit firm shall ensure submission of cost audit report and annexures to the cost audit report along with their reservation(s) or qualification(s) or observation(s) or suggestion(s), if any.

The scope of work is indicative only and IREDA reserves the right to add/change the scope for the service, if IREDA finds it necessary, during the engagement period.

SECTION 3 - ELIGIBILITY CRITERIA

The invitation to bid is open to all Bidders who fully meet the following eligibility criteria and provide/submit the satisfactory documentary evidence in support, failing which their bid may be rejected:

| No. | Criteria | YES/NO | Documents |
|-----|---|--------|--|
| 1. | Bidder should have been in existence for at least of 05 years as on 31 st March 2021. | | <ol style="list-style-type: none"> 1. Certificate of Registration of Firm/proprietors ship firm / LLP with <u>The Institute of Cost Accountants of India (ICAI)</u> in the present name. 2. PAN of the Bidder. 3. GST Number of the Bidder |
| 2. | Bidder should have an experience of conducting Cost Audit in three financial years i.e. 2017- 18, 2018-19, 2019- 20, of at least 05 (Five) different Companies | | Appointment/Engagement Letter or Client work completion certificate |
| 3. | Bidder should have an experience of conducting Cost Audit in three financial years i.e. 2017- 18, 2018-19, 2019- 20, of at least 02 (Two) Public Sector company. | | Appointment/Engagement Letter or Client work completion certificate |
| 4. | <p>Bidder should have at least two Active Partners or Permanent Employees, who are qualified Cost Accountants registered with The Institute of Cost Accountants of India (ICAI) Membership.</p> <p>The cut-off date for ascertaining experience shall be 31.03.2021.</p> | | <p>An undertaking with List of active Partners or Permanent Employees stating following:</p> <ol style="list-style-type: none"> 1. Membership No. issued by The Institute of Cost Accountants of India (ICAI). 2. Certificate of Practice issued by The Institute of Cost Accountants of India (ICAI) (Yes or No) 3. Detail of professional qualification 4. Work experience with bidder |
| 5. | Bidder should have one registered office in Delhi/NCR Region. | | An Undertaking along with the latest copy of utility bill i.e., Water/Electricity/ Landline phone connection/Municipality Tax Receipt or any other relevant document be provided. |
| 6. | The Bidder (including the underlying team) must not have been blacklisted by any Government Department/ Central Public Sector Undertaking (CPSU) / State Public Sector Undertaking (SPSU)/Banks/Autonomous | | An undertaking needs to be provided by the bidder |

| | | | |
|----|---|--|---|
| | Bodies/Statutory Bodies in India in last 10 Years at the time of submission of bid. | | |
| 7. | The Bidder should have an average turnover (from Professional Services) at least Rs. 25,000 in the last three Financials Years i.e., 2017-18,2018-19.2019-20 and should have in-house capability to take up assignment on their own. Joint and collective Bids will not be accepted. | | An undertaking needs to be provided by the bidder |

Bidder who will not meet the above criteria shall be summarily rejected and no technical evaluation will be made. IREDA reserves the right to verify/confirm all original documentary evidence including references and clients as submitted by bidders in support of above-mentioned clauses of eligibility criteria.

Signed and Scanned copies of documents consolidated in one pdf file needs to be uploaded on the GeM Portal.

SECTION 4 - SUBMISSION OF TENDER

The tender shall be submitted online in two parts, viz., Technical Bid and Price Bid.

All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

Technical Bid

Technical Bid should be prepared considering Scope, timelines as well as other information given in this document in the following format;

| No | Particular | Marking System | | Total Mark | | | | | | | | |
|-----------------------|--|-----------------------------|--|--------------------------------------|--------------------|--|--|------------|----|------------|---|----|
| 1 | No. of Years for which the Bidder has been in existence for as on 31 st March 2021. (Documents to be provided: Certificate of Registration of Firm/proprietors ship firm / LLP with <u>The Institute of Cost Accountants of India (ICAI)</u> in the present name, PAN , GST Number.) | 5 -6 Years | 10 | 15 | | | | | | | | |
| | | More than 6 - upto 10 Years | 12 | | | | | | | | | |
| | | More than 10 years | 15 | | | | | | | | | |
| 2 | No. of Listed CPSE where the Bidder has an experience of conducting Cost Audit in the three financial years i.e. 2017- 2018, 2018-19, 2019- 2020 . Details to be provided in the following format: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name of the entity</th> <th style="width: 25%;">Period for which the audit conducted</th> <th style="width: 50%;">Relevant annexure.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | Name of the entity | Period for which the audit conducted | Relevant annexure. | | | | 2 Entities | 20 | 30 | | |
| | | Name of the entity | Period for which the audit conducted | Relevant annexure. | | | | | | | | |
| | | | | | | | | | | | | |
| 3-6 entities | 25 | | | | | | | | | | | |
| More than 6 Entities | 30 | | | | | | | | | | | |
| 3 | No. of Public Sector Company/ Listed Company/ Private Ltd. Company where the Bidder has an experience of conducting Cost Audit in the three financial years i.e., 2017- 2018, 2018-19, 2019- 2020. Details to be provided in the following format. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Name of the entity</th> <th style="width: 20%;">Whether Public Co/ Listed Co/Private Co.</th> <th style="width: 20%;">Period for which the audit conducted</th> <th style="width: 40%;">Relevant annexure.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | Name of the entity | Whether Public Co/ Listed Co/Private Co. | Period for which the audit conducted | Relevant annexure. | | | | | 5 Entities | 5 | 15 |
| | | Name of the entity | Whether Public Co/ Listed Co/Private Co. | Period for which the audit conducted | Relevant annexure. | | | | | | | |
| | | | | | | | | | | | | |
| 6-10 entities | 10 | | | | | | | | | | | |
| More than 10 Entities | 15 | | | | | | | | | | | |

| | (Documents to be provided: Appointment/Engagement Letter or Client work completion certificate) | | | | | | | | | | | | | | | | | | | |
|----------------------|--|--------------------------------|--------------------|------------------------|-------------------|---------|--|--|--|---------|--|--|--|-----------|--|--|--|------------|---|----|
| 4 | <p>No. of reputed Power Sector Companies where the Bidder has an experience of conducting Cost Audit during the last three financial years i.e. 2017- 2018, 2018-19, 2019- 2020. Detail to be submitted in the following format:</p> <table border="1"> <thead> <tr> <th>Financial Year</th> <th>Name of the entity</th> <th>Power Sector Companies</th> <th>Relevant annexure</th> </tr> </thead> <tbody> <tr> <td>2017-18</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2018-19</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2019-2020</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>(Documents to be provided: Appointment/Engagement Letter or Client work completion certificate)</p> | Financial Year | Name of the entity | Power Sector Companies | Relevant annexure | 2017-18 | | | | 2018-19 | | | | 2019-2020 | | | | 2 Entities | 5 | 10 |
| | | Financial Year | Name of the entity | Power Sector Companies | Relevant annexure | | | | | | | | | | | | | | | |
| | | 2017-18 | | | | | | | | | | | | | | | | | | |
| | | 2018-19 | | | | | | | | | | | | | | | | | | |
| 2019-2020 | | | | | | | | | | | | | | | | | | | | |
| 3-4 entities | 8 | | | | | | | | | | | | | | | | | | | |
| More than 4 Entities | 10 | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| 5(a) | <p>No. of Active partners or Permanent employees , who are qualified Cost Accountants with The Institute of Cost Accountants of India (ICAI) Membership:</p> <p>(Documents to be provided: An undertaking with List of active Partners/Permanent Employees stating the following in tabular form:</p> <ul style="list-style-type: none"> Membership No. issued by The Institute of Cost Accountants of India (ICAI) Certificate of Practice issued by The Institute of Cost Accountants of India (ICAI) (Yes or No) Detail of professional qualification Work experience with bidder <p>The cut-off date for ascertaining experience will be 31.03.2021.</p> <p>Bidder should note in case of Partnership firm and LLPs no. of employees shall also be considered.</p> | 2 Partners/Employees | 5 | 15 | | | | | | | | | | | | | | | | |
| | | 3-5 Partners/Employees | 10 | | | | | | | | | | | | | | | | | |
| | | More than 5 Partners/Employees | 15 | | | | | | | | | | | | | | | | | |
| (b) | <p>The Post Qualification Experience in full time practice of Lead Partner/Proprietor under whose supervision the Cost Audit of IREDA will be carried out.</p> | Upto 5 years | 8 | 15 | | | | | | | | | | | | | | | | |
| | | More than 5 - upto 8 years | 10 | | | | | | | | | | | | | | | | | |

| | <p>The cut-off date for ascertaining experience will be 31.03.2021. Detail to be submitted in the following format:</p> <table border="1" data-bbox="298 348 980 604"> <thead> <tr> <th data-bbox="298 348 406 604">Name</th> <th data-bbox="406 348 599 604">Designation</th> <th data-bbox="599 348 776 604">Work experience in conducting Cost Audit (number of years)</th> <th data-bbox="776 348 980 604">Professional qualification to be stated</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>(Documents to be provided: An undertaking with brief Profile of Lead Partner/Proprietor, under whose supervision the Cost Audit of IREDA will be carried out along with their relevant experience in the full-time practice.)</p> | Name | Designation | Work experience in conducting Cost Audit (number of years) | Professional qualification to be stated | | | | | More than 8 years | 15 | |
|------|--|--|---|--|---|--|--|--|--|-------------------|----|--|
| Name | Designation | Work experience in conducting Cost Audit (number of years) | Professional qualification to be stated | | | | | | | | | |
| | | | | | | | | | | | | |

Signed and Scanned copy of the following supporting documents are to be furnished by the bidder consolidated in a single PDF file, which shall form the Technical Bid.

- 1) Bid Offer Form without Price (**Annexure A**)
- 2) Bidder Information (**Annexure B**)
- 3) Declaration of Acceptance of Scope of Work and Terms & Conditions (**Annexure C**)
- 4) Technical Bid in the format mentioned above.

Price Bid/ Financial Bid

Price Bid/ Financial Bid shall include One-time fees and taxes separately in Indian Rupees and will be in the format mentioned as **Annexure D**.

The bidder should note that minimum fee for the said assignment shall be Rs. 50,000/-pa plus applicable taxes (including out of pocket expenditure but excluding taxes).

Signed and Scanned Price Bid should be uploaded separately on the GeM portal.

The Price Bid should give all relevant price information and should not contradict the Technical Bid in any manner. The prices quoted in the price bid should be without any conditions. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tampered/modified in any manner, tender will be completely rejected.

Requirements for Financial Bids

- The Bidder is required to quote a One-time Fee.
- The different taxes should be indicated separately while raising the bills for payment of fee.
- TDS will be deducted as per the applicable rules.
- The fee quoted should be unconditional and inclusive of the expenditure to be incurred that are required under the transaction and the scope of work as stated above.
- The Bidders will be liable to pay taxes applicable as per law.

SECTION 5 - BID EVALUATION

Preliminary Examination of Bids

1. The evaluation process would consider whether the bidder has requisite prior experience and expertise to address IREDA's requirements and objectives. IREDA will examine the bids to determine whether they are complete, whether required information has been provided as desired in the Bid document, whether the documents have been properly signed, and whether bids are generally in order.
2. Eligibility and compliance to documents would be the next level of evaluation. Only those Bids which comply to the Eligibility Criteria will be taken up for further technical evaluation.
3. To assist in the examination, evaluation and comparison of bids IREDA may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
4. Written replies submitted in response to the clarifications sought by IREDA, if any, will be reviewed.

Evaluation of Financial Bids

- Financial bids of only the Bidders who have cleared the technical evaluation will be opened and evaluated.
- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

Method of Selection of Successful Bidder is through QCBS

The method of Selection will be Quality and Cost Based Selection (QCBS). The Technical proposals would be evaluated first, and points would be allotted to each of the bidders as follows:

- a) The minimum Technical Score to be obtained for considering Financial Proposal shall be 60 points.
- b) The Financial evaluation would be done for only those proposals, which qualify technically.
- c) The formula for determining technical scores is:

$$TS = 100 \times T / T_{high}$$

Where

TS = Technical Score of proposal under consideration

T = the total Technical Score awarded to the Bid

T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids

- d) The formula for determining the financial scores is the following:

$$FS = 100 \times FP_{Min} / FP$$

Where

FS = Financial Score of proposal under consideration

FP_{Min} = Price of lowest financial proposal

FP = Price of the proposal under consideration

- e) The technical and financial proposals would be given the weightage in the ratio of **60:40**
- f) Proposals would be ranked according to their combined technical and financial scores i.e. "**S**" using the ratio mentioned above and as per the following formula:

$$S = TS \times 0.60 + FS \times 0.40$$

Where

S = Final Combined Score

TS = Technical Score

FS = Financial Score

Method of appointment of Bidder

The bidder achieving the highest combined technical and financial score would be the H1 bidder.

In case the combined score obtained by the two or more bidder after techno commercial evaluation are the same then the Firm that was incorporated earliest among them shall be selected.

SECTION 6 - INSTRUCTION TO BIDDERS

A The Bidding Document

1. RFP

- a) Bid, Tender and RFP are interchangeably used to mean the same.
- b) The Bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in the Bidding Document. Submission of a Bid not responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid without any further reference to the Bidder.
- c) IREDA reserves the right to take any decision with regard to RFP process for addressing any situation which is not explicitly covered in the RFP document.

2. Clarifications of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify IREDA in writing through email at punnugrover@ireda.in, ankitagupta@ireda.in and dimplekhanna@ireda.in within 7 days from the date of floating of the RFP.

The Bidders shall submit the queries in the format given below:

| No. | RfP Reference | Page No. | Clause No. | Description in RfP | Clarification Sought | Remarks (If any) |
|-----|---------------|----------|------------|--------------------|----------------------|------------------|
| | | | | | | |
| | | | | | | |

Replies to all the clarifications shall be through email to individual bidder. Any modification to the Bidding Documents which may become necessary as a result of such queries shall be made by IREDA by issuing an Addendum, which will be hosted on IREDA's website and GeM Portal.

3. Amendment of Bidding Documents

- a) At any time prior to the deadline for submission of bids, IREDA may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.
- b) Amendments will be provided in the form of Addenda/corrigenda to the Bidding Documents, which will be posted on IREDA's website and GeM Portal. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda/corrigenda have been taken into account by the Bidder in its Bid.
- c) In order to afford Bidders reasonable time in which to take the amendment into account in preparing their bids, IREDA may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted in IREDA's website and GeM Portal.
- d) From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

4. Rejection of Bid

The Bid is liable to be rejected if:

- a) The document doesn't bear signature of authorized person.
- b) It is received through Telegram/Fax/E-mail or any other mode other than specified in RFP.
- c) It is received after expiry of the due date and time stipulated for Bid submission.
- d) Price Bid/Financial bid has been submitted alongwith Technical Bid.

B Preparation of Bid

1. Period of Validity of Bids

Bids shall remain valid for a period of 60 days after the date of Bid opening or acceptance of Bid by successful bidder whichever is earlier. IREDA holds the right to reject a bid valid for a period shorter than 60 days as non-responsive, without any correspondence.

2. Signing of Bid

The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the bid.

The Bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No Bid will be modified after the deadline for submission of bids.

3. Extension of Deadline for submission of Bid

IREDA may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents which will be intimated through IREDA website and GeM Portal, in which case all rights and obligations of IREDA and Bidders will thereafter be subject to the deadline as extended.

SECTION 7 - TERMS AND CONDITIONS

Compliances / Declarations /Certificates by firm or PCA on appointment:

The cost audit firm(s)/PCA shall have to comply, give declarations, and submit certificates as the case may be, upon appointment as cost auditor(s), as under:

1. The Cost Audit Firm shall not sub-contract the cost audit work,
2. The cost audit team will work in strict confidence and will ensure that the cost data, cost statement and cost information and any other information in respect of the operation of the Company is dealt with in strict confidence and secrecy.
3. No partner of the cost audit firm should be related to either Managing Director or any Whole Time Directors or Part Time Directors of the Company within the meaning of section 2(77) of the Companies Act, 2013,
4. Neither the cost audit firm nor its partner(s) or associates should have any interest in the business of the Company,
5. The cost auditor will be required to issue & submit certificate of Independence and arm's length relationship.
6. The cost auditor will be required to submit a certificate that : a) the firm is eligible for appointment and is not disqualified for appointment under the Companies Act, the Cost and Works Accountants Act, 1959 (23 of 1959) and the rules or regulations made there under; b) the firm satisfies the criteria provided in section 141 of the Companies Act, so far as may be applicable; c) the proposed appointment is within the limits laid down by or under the authority of the Companies Act; and d) the list of proceedings against the cost auditor or audit firm or any partner of the audit firm pending with respect to professional matters of conduct, as disclosed in the certificate, is true and correct.
7. Firm of Cost Accountants shall have primary responsibility to ensure that the limits specified under section 141(3) (g) of the Companies Act, 2013 are not violated.
8. The auditor/ firm shall be free from any disqualification under sub-section (3) or sub-section (4) of section 141 of the Companies Act, 2013. In addition to this, the auditor/ firm must not be holding any assignment as Statutory Auditor or Internal Auditor of IREDA or its subsidiaries;
9. Any other compliance/declaration, if any, required under Companies Act, 2013

Definitions (Relevant as per Tender Document)

Notification of Award or Work Order

After selection of the Successful Bidder and after obtaining internal approvals and prior to expiration of the period of Bid validity, IREDA will send Notification of Award or Work Order to the selected Bidder.

Duration of Work Order

The Cost Audit shall be completed within 180 days from the end of Financial year.

Taxes and Duties

All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per then prevailing rates while making any payment. The benefits realized by the Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the selected Bidder to IREDA.

Payment Terms

IREDA shall make the full payment to the Bidder against the invoice submitted by them within 30

days after receiving the invoice. The estimated bid value/ bid estimated value has been taken as Rs. 50,000 plus applicable taxes.

Confidentiality

The Bidders acknowledge that in the course of performing the obligations under this tender, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party shall disclose the Confidential Information to a third party.

Intellectual Property Rights

All rights, title and interest of IREDA in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of IREDA and Bidder shall not be entitled to use the same without the express prior written consent of IREDA. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall neither vest nor shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Award/Work Order.

Indemnity

The Bidder shall indemnify IREDA and keep indemnified for any loss or damage, cost or consequences that IREDA may sustain, suffer or incur on account of violation/noncompliance of any statutory requirements in conducting of Cost Audit. The Bidder shall always remain liable to IREDA for any losses suffered by IREDA due to any negligence or fault on the part of the bidder, and the bidder also shall indemnify IREDA for the same.

Bidder is responsible and accountable for managing the activities of its personnel. Bidder shall be vicariously liable for any acts, deeds or things done by their employees which is outside the scope of work or authority vested or instructions issued by IREDA.

IREDA reserves its right to cancel the Contract in the event of delay in the performance of its obligations and may impose liquidated damages for the delay. Due to such delay, any penalties imposed either pecuniary or otherwise on IREDA, would be borne by the Bidder in monetary terms.

Liquidated Damages

Due to negligent act of the Bidder, if IREDA suffers losses, and incurs damages, the quantification of which may be difficult, the total amount of liquidated damages under this engagement shall not exceed 5% of the total value of the work order and the Bidder shall agree to pay such liquidated damages as defined.

Fraudulent and Corrupt Practice

- a) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of the project 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 IREDA of the benefits of free and open competition.
- b) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressuring to influence the action of a public official in the process of project execution.
- c) IREDA will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for or in executing the project.

Force Majeure

- Notwithstanding the provisions of the RFP, the successful bidder or IREDA shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving IREDA or bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.
- If force majeure situation arises, the bidder shall promptly notify IREDA in writing of such condition and cause thereof. Unless otherwise directed by IREDA in writing, the Bidder shall continue to perform its obligations under contract as far as possible.

Award of the Work Order

IREDA intends that the commitment/award of work order, which is contemplated herein with the successful Bidder, shall initially be for a period 1 year. On satisfactory performance and with the approval of Competent Authority, work order may be further extended/renewed annually for a period of two years.

Award/Work Order cancellation

IREDA does not bind itself to accept the lowest or any tender and reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to IREDA alone. IREDA also has the right to re-issue the tender without the bidders having the right to object to such re-issue:

- Serious discrepancy observed during performance as per the scope of work
- If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder/Bidder turns out to be incorrect and/or conceals or suppresses material information.

In case of award/work cancellation, any payments made by IREDA to the Bidder would necessarily have to be returned to IREDA. Further the Bidder would also be required to compensate IREDA for any direct loss incurred by IREDA due to the cancellation of the contract. This is after repaying the original amount paid.

RFP Abandonment

IREDA may at its discretion abandon this RFP process any time before Notification of Award/ Work Order

Contacting IREDA

Any attempt to contact IREDA with a view to canvas for a bid or put any pressure on any official of the IREDA may entail disqualification of the concerned Bidder or his Bid.

Resolution of Disputes

Any dispute(s) or difference(s) arising out of or in connection with the Work order shall to the extent possible, be settled amicably between the parties.

All disputes or differences in respect of which the decision, if any has not become final or binding as aforesaid shall be settled under the provisions of Arbitration and Conciliation Act, 1996 and its subsequent amendments. Delhi courts shall have the exclusive jurisdiction in the matter. The arbitrator shall give reasoned award.

Applicable Law

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Corporate Office of IREDA falls.

Addresses for Notices

Following shall be address of IREDA and Bidder's address for notice purpose:

**General Manager (F&A), IREDA
Indian Renewable Energy Development Agency Limited,
3rd Floor, August Kranti Bhawan,
Bhikaji Cama Place, New Delhi -110066**

Annexure A
Bid Offer Form (without Price)

(On Bidder's Letter Head)

OFFER LETTER

Date:

To

General Manager,
Indian Renewable Energy Development Agency Limited,
3rd Floor, August Kranti Bhawan,
Bhikaji Cama Place,
New Delhi - 110066

Dear Sir,

Subject: RFP No. F&A/Cost Auditor/2021-22 dated _____ for Appointment of Cost Auditor of IREDA.

We have examined the above referred RFP document. As per the terms and conditions specified in the RFP document, and in accordance with the schedule of prices indicated in the financial bid and made part of this offer.

We acknowledge having received the following addenda / corrigenda to the RFP document.

| Addendum No./ Corrigendum No. | Dated |
|--------------------------------------|--------------|
| | |
| | |

While submitting this bid, we certify that:

1. Prices have been quoted in INR.
2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
3. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
4. We agree that the rates / quotes, terms and conditions furnished in this RFP are for IREDA.

If our offer is accepted, we undertake, to start the assignment under the scope immediately after receipt of your instructions and complete the assignment within a period of 180 days from the end of the Financial Year. We have taken note of liquidated damages clause in the RFP and agree to abide by the same. We also note that IREDA reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of IREDA will be final and binding on us.

We agree to abide by this offer till 120 days from the bid opening date stipulated by IREDA, and our offer shall remain binding upon us and may be accepted by IREDA any time before the expiry of that period.

Until a formal contract is prepared and executed with the selected bidder, this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, IREDA will have the right to disqualify /blacklist us

We undertake to comply with the terms and conditions of the bid document. We understand that IREDA may reject any or all of the offers without assigning any reason whatsoever.

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of PCA/Firm:

Address:

Annexure B
Bidder's Information
(On Bidder's Letter Head)

| Details of the Bidder | |
|------------------------------|--|
| 1 | Name of the Practicing Cost Auditor (PCA)/Firm of Cost Auditors (Firm): <ul style="list-style-type: none"> ▪ Whether Partnership/Proprietorship Individual ▪ Name of the Lead Partner/Proprietor/Individual/In-change • Name(s) of the Contact person(s) and the Contact details |
| 2 | I. Date of Commencement of Practice as PCA II. Certificate of Practice (COP) Number/Registration Number. (Please Attach Documentary evidence): |
| 3 | Details of the Bidder Address:- Telephone Nos.:- Fax No. :- Email:- Website:- |
| 4 | GST registration no. |
| 5 | Permanent Account Number (PAN) |
| 6 | Name & Designation of the contact person to whom all references shall be made regarding this tender |

Signature: _____

Name: _____

Designation: _____

Date: _____

Place _____

Annexure C
Declaration for Acceptance of Scope of Work and Terms & Conditions
(On Bidder's Letter Head)

To

Date:

General Manager,
Indian Renewable Energy Development Agency Limited,
3rd Floor, August Kranti Bhawan,
Bhikaji Cama Place,
New Delhi - 110066

Dear Sir,

Subject: RFP No. F&A/Cost Auditor/2021-22 dated _____ for Appointment of Cost Auditor of IREDA.

I have carefully gone through the Scope of Work and Terms & Conditions contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to me/my firm. I further certify that I am an authorized signatory and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Name:

Designation:

Date:

Place:

Annexure D
(On letter head of Bidder)

PRICE BID

Schedule of Rates

| S. No. | Description | Lump sum Price (Rs.) |
|--------|---|----------------------|
| A | Fixed Amount (Inclusive of out-of-pocket expenses) | |
| B. | Taxes | |
| | TOTAL AMOUNT PAYABLE | |
| | Amount in Words | |

Note:

The above quoted amount remains firm during the period of the Cost Audit.

Signature: -----

Name & Designation of the Authorized Signatory

Date: -----

Place: -----
