



M.P. POWER MANAGEMENT COMPANY LIMITED

CIN: U40109MP2006SGC018637 (A Government of M.P. Undertaking)

Regd. Office: Shakti Bhawan, Rampur, Jabalpur, Madhya Pradesh, INDIA-482008

Tel.: 0761-2702453, Website: www.mppmcl.com, email: rajesh.dixit@mppmcl.com

TENDER DOCUMENT

Tender No: 435

Dated: 23-Apr-2021 01:04:34

MADHYA PRADESH POWER MANAGEMENT COMPANY LIMITED

(A Government of M.P. Undertaking)

Invites

**Tender for APPOINTMENT OF CHARTERED ACCOUNTANT / COST ACCOUNTANT FIRM AS
INTERNAL AUDITORS FOR AUDIT OF POWER PURCHASE BILLS OF MPPMCL (FY 2021-22 &
2022-23)**

For any further clarifications / queries on e-Tendering, please contact:

Chief Financial Office,

MPPMCL,

Jabalpur

Tender Form

This RFQ/RFP is not commitment to purchase, and any expenditure incurred in preparation and submission of responses shall not be reimbursed by MPPMCL.

All responses, meeting the stated requirements and specifications shall be considered. Failure to meet requirements may disqualify a response from selection process. Unless otherwise stated, throughout this Bidding Document definition and interpretations shall be as prescribed in Section – General Terms and Conditions.

All Information disclosed to Suppliers by MPPMCL, including information containing in this document is considered property of MPPMCL. It may not be disclosed to others without prior written consent from MPPMCL.

The undersigned hereby tender and offer (subject to the Company's conditions of tendering) the MP Power Management Co. Ltd. Jabalpur to fulfil various services which are described or referred to in the Schedule-I attached to tender document no. **GM(IAD)/MPPMCL/Tender-PP Bills/2021-22/F-169, Jabalpur, Dtd 16.04.2021** and its enclosure etc.

The Questionnaire enclosed with this tender document should be answered fully (if the questionnaire is not answered in full, the answer to various question may be taken so as to be advantageous to the Company unless contrary is mentioned in the body of the tender)

Tender Details and Schedule

Tender No.	435
Tender Specification No	GM(IAD)/MPPMCL/Tender-PP Bills/2021-22/F-169, Jabalpur, Dtd 16.04.2021
Tender Forms Available at Website	www.mppmcl.com
Mode of Tender	e-Tendering
Tender Type	Single Envelope
Date and Time of Issue/Publishing	23-Apr-2021 01:04:34
Bids Submission Last Date & Time	15-May-2021 15:00:00
Pre-Bid Meeting date	30-APR-2021 11:00:00
Tender opening date and time	15-MAY-2021 15:30:00
Bid Fee (INR)	1120
Earnest Money (INR)	35000
Payment terms	NA
Validity of offer	90 Days

It is advisable for bidders to refer attached Bid Document to avoid any confusion in the e tender document wherever NA is indicated in the e tender document particularly for Pre Bid Meeting Date and Payment Terms

All bidders should carefully note that bids submitted through e-tenders only shall be accepted and no bids through offline or manual mode will be entertained and shall be summarily rejected

DISCLAIMER

1. This Tender document (Bid Document) is not an agreement or offer by the M.P. Power Management Company Limited (MPPMCL) to the prospective Bidders or any other party. The purpose of this tender document (Bid Document) is to provide information to interested parties, to facilitate them for formulation of their Bid. This bid document is based on material and information available in public domain.
2. This Tender document along with its formats, is not transferable. The tender document and the information contained therein are to be used only by the person to whom it is issued. Save and except as provided in this tender document, it shall not be copied or distributed by the recipient to third parties. In the event that the recipient does not continue with his/her involvement in the bidding process in accordance with this tender document, then this tender document must be kept confidential.
3. While this tender document has been prepared in good faith, neither MPPMCL nor its employees or advisors/consultants; make any representation or warranty or express or implied as to the accuracy, reliability or completeness of the information contained in this tender document.
4. Neither MPPMCL nor its employees or advisors/consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this tender document, any matter deemed to form part of this tender document, the award for services, the information supplied by or on behalf of MPPMCL or its employees, any advisors/consultants or otherwise arising in any way from the selection process for the said services.
5. MPPMCL reserves the right to close the selection process or reject the bid at any stage of selection process.

Annexures attached with this Tender Document

- Annexure 1 Covering Letter
- Annexure 2 Power Of Attorney
- Annexure 3 Questionnaire
- Annexure 4 Commercial Bid (Price-Bid)
- Annexure 5 Submission of Information for Verification of Qualification
- Annexure 6 Deviations Proposed by Bidder
- Annexure 7 Undertaking "A" by the Bidders regarding deployment of staff
- Annexure 8 Undertaking "B" by the Bidders regarding Legal suit (if any), Blacklisting/Debarment etc.
- Annexure 9 Undertaking "C" by the Bidders for their past performance
- Annexure 10 Broad Scope of Work
- Annexure 11 Covering Letter Format of Report
- Annexure 12 Format for clarification in the tender document
- Annexure 13 Prescribed format for submission of Audit Report for Non-IPPs (Comprising 3 sub-formats)
- Annexure 14 Prescribed format for submission of Audit Report for IPPs (Comprising 3 sub-formats)

For Detail format of Annexures please go through the attached tender document

General Terms and Conditions

Services-General Conditions

1 INTRODUCTION & BACKGROUND

M.P. Power Management Company Limited (MPPMCL) is the holding company for the three electricity distribution companies in the state of Madhya Pradesh. These distribution Companies are: Madhya Pradesh Madhya Kshetra Vidyut Vitran Company Limited (MPMKVVCL) at Bhopal, Madhya Pradesh Poorva Kshetra Vidyut Vitran Company Limited (MPPKVVCL) at Jabalpur and Madhya Pradesh Paschim Kshetra Vidyut Vitran Company Limited (MPPKVVCL) at Indore. Apart from these, two other subsidiaries namely STPCL (Shahpura Thermal Power Co. Ltd) and BTPCL (Bansagar Thermal Power Co. Ltd) do also exist. The Company is incorporated under the Companies Act, 1956 and has its registered office at Shakti Bhawan, Rampur, Jabalpur (M.P.), 482008 while it has a Regional Office, at E-4, Arera Colony, (Opposite Bhojpur Club), Bhopal- 462023. The Company has been vested with the function of power procurement for the three distribution companies. The scope of work of M.P. Power Management Company Limited (hereinafter referred to as "MPPMCL" or "the Company") includes: (i) Purchase of electricity from Central / State Sector and other sources as per policies and directive of the Govt. of M.P.(ii) Sale of electricity to Distribution Companies of M. P. and Others (iii) Compliance of various provisions, regulations, notifications, clarification, etc. notified or issued by Ministry of Power (MoP)/ Madhya Pradesh Electricity Regulatory Commission (MPERC)/ Central Electricity Regulatory Commission (CERC) etc. (iv) Maintain cash flow mechanism between MPPMCL and all the three DISCOM as per GoMP notification. The Company desires to engage a reputed Chartered Accountant firm or Cost Accountant Firm (hereinafter also referred to as "the Firm") as Internal Auditor for scrutiny, assistance and advise on financial book keeping, preparation of financial statements, compliance of statutory provisions with regard to Ind-AS and all applicable law relating to taxation & accounting etc.

2 SCOPE OF THE BID

a. MP Power Management Company Limited here-in-after called MPPMCL intends to empanel well established reputed and experienced Audit firms of Chartered Accountants (CA)/Cost & Management Accountants (CMA) for carrying out the audit of Power Purchase bills processed during the year 2021-2022 & 2022-2023. Scope for auditing of Power Purchase Bills is elaborated at Annexure-10. b. The audit shall be carried out in respect of power purchases bills processed during the period 1st April 2021 to 31st March 2022 and 1 April 2022 to 31st March 2023 as per the scope laid down in Annexure-10. Further as directed the scope of audit period will be from 1st April 2021 to 31st March 2023, and may be extended upto 2023-24 since this tender has a provision of further one year extension i.e. For FY 2023-24 on the same rate, terms & conditions. c. Submission of report: The audit observations of monthly Power Purchase bills shall be submitted within stipulated time in the form of report with a cover letter as laid out in Annexure-11 and as elaborated in the clause no (22) of this section. d. Payment Terms: The payment for work done shall be released as per payment schedule mentioned in the clause no (21) of this section.

3 OBJECTIVE OF THE BID

The objective of this assignment is: a. Detailed scrutiny of Power Purchase Bills of MPPMCL already verified and admitted for payment during FY 2021-22 and FY 2022-23. Further, this work shall have to be carried-out for bills of FY 2023-24 also (subject to placement of extension order on satisfactory performance of the firm). The auditor shall have to scrutinize & report for detection of any misappropriation, fraud, irregularities, negligence and

embezzlement etc.b. Establish an effective internal audit and control system and analyze the reason for the defects (if, any) and not only suggest remedial measure for the immediate problem but also propose long term measure for bringing improvement in the working of the organization.

4 ELIGIBILITY CRITERIA

(i) The bidder(s) should be a reputed and experienced audit firm(s) of Chartered Accountants / Cost & Management Accountants. (ii) The Bidder firm must have been in existence for the last 10 years. However, it is categorically made clear that only those firms who have been in existence for minimum 15 years shall be entitled to secure marks as per scoring criteria laid down in the section-II (clause-18) of this bid document. It means, participation for all firms which are in existence between 10 or more years is allowed, however only those firms who have been in existence since last 15 years shall be able to secure points as laid in the scoring criteria of bid document. (iii) The firm must have experience in Audit of Public / large scale Sector Undertakings/ Govt. Accounts for at least a period of 5 years. (iv) Out of total five year experience, the Bidder firm must have minimum three year experience for conducting of audit of Power Utilities in India. A certificate duly supported with relevant documents shall also be furnished. (v) The Firm must be registered with CAG in case of Chartered Accountant Firm and have at least one (1) DISA/CISA qualified Chartered Accountant whereas for Cost and Management Accountant firm they must have at least one FCMA having diploma in ISAC. As far as CMA Firms are concerned compulsion of registration with C& AG of India is not necessary. (vi) The Bidder firm must have its annual average turn over for the last three years not less than □ fifty lakhs. (vii) The audit team shall consist of at least SEVEN members as per detail furnished below: ü For Chartered Accountant Firm/LLP (Limited Liability Partnership Firm) :- a) One DISA/CISA qualified FCA (Fellow Chartered Accountant) having over ten years of experience. He/ She shall have to work as Team Supervisor and shall be required to visit at least once in a month. b) One Team Leader who must be CA with at least 5 years' experience and who shall work full time for the entrusted task of Power Purchase Bills Audit. Out of above 5 years, at least 3 years of Audit experience in Public/Private Power utilities.c) Two full time semi qualified CA/CMA who have three years' experience post completion of article-ship.d) Three assistant staff having minimum qualification of B.Com with post qualification experience of five years. ü For Cost & Management Accountant Firm/ LLP :- a) One Diploma ISAC qualified FCMA (Fellow Cost & Management Accountant) having over ten years of experience, He/ She shall have to work as Team Supervisor and shall be required to visit at least once in a month. b) One Team Leader who must be CMA with at least 5 years' experience and who shall work full time for the entrusted task of Power Purchase Bills Audit. Out of above 5 years, at least 3 years of Audit experience in Public/Private Power utilities.c) Two full time semi qualified CA/CMA who have three years' experience post completion of article-ship.d) Three assistant staff having minimum qualification of B.Com with post qualification experience of five years. The report as per the format prescribed in Annexure-13 & 14 shall have to be submitted to MPPMCL. If desired & directed by Company, the audit firm shall be required to deploy additional team members, so as to complete the work allotted within stipulated period. If any retired employee of MPPMCL, MPPKVCL (Discom East Zone, Jabalpur), MPMKVCL (Discom Central Zone, Bhopal), MPPKVCL (Discom West Zone, Indore) is proposed to be engaged by bidder, concurrence of MPPMCL would be required.(viii) Conditions to be fulfilled for appointment: - The bidder's shall provide to the satisfaction of MPPMCL of their capacity and adequacy of resources to carry out the contract effectively. Bids shall include the following information: -v Copies of the original documents defining the constitution OR the legal status, place of registration and principal place of business, written power-of-attorney of the signatory on behalf of the bidder as commitment.v Description of the resources available to carry out the proposed job.v Qualification and experience of all the personnel proposed for carrying out the work.v Information regarding any litigation, current OR in the past, in which the Bidder is involved, the parties concerned, the dispute (if, any) and the disputed amount. (ix) The audit firm must have adequate staff for carrying out the work on concurrent basis. The bidders shall have to submit an undertaking on non-judicial stamp paper of requisite value, as per Annexure-7, to the effect that the audit firm shall deploy sufficient strength of the staff bearing requisite educational qualification & having required caliber to carry out the audit, in case the work is allotted to them.(x) The firm should not have been debarred / blacklisted by any department of the State or Union Government or any Government Company or its wholly

owned subsidiary. Necessary undertaking as per "Annexure-8", shall be required to be submitted.(xi) No disciplinary action is pending with the Institute of Chartered Accountants of India / Institute of Cost & Work Accountants of India against the firm or against any of its partners.(xii) If bidder has previously worked with MPPMCL or any successor Company of erstwhile MPSEB, then their past performance must be compulsorily "Satisfactory". The undertaking in this regard (i.e. satisfactory performance of the firm) must be submitted by the firm. In case of "Un-satisfactory" performance, the firm shall not be allowed to participate in the bid process.

5 ESSENTIAL REQUIREMENT, PRESENCE PERIOD, ATTENDANCE & DEDUCTION THEREOF

The CA/CMA who will be deployed as "Team Supervisor" shall be required to visit at least once in a month. The CA/CMA who will be deployed as "Team Leader" shall be required to present full time for audit work during all working days in a week and the team shall also consist of, two full time semi qualified CA/CMA who have three years' experience post completion of article-ship and three assistant staff having minimum qualification of B.Com with post qualification experience of five years should be present full time at the place of audit. If "Team Leader" is not found present (as specified in above point), then deduction will be made from the fees payable on pro-rata basis. (i.e. per day rate shall be calculated by dividing complete audit fees payable for particular financial year including taxes divided by time period allocated to firm. For this the time period allocated for quarterly report (for each quarter) shall be observed for deduction (if, any). As & when required by the officer(s) of "Internal Audit Deptt. of MPPMCL, the attendance (for confirming presence) shall have to be given by the "Team leader & Executioner (Team Members)" of audit firm, failing which action to deduct payable fee appropriately (as described above) could be taken by MPPMCL.

6 CLARIFICATION ON BID DOCUMENT

a. The prospective bidding firm may obtain any clarification as per the format specified in Annexure-12 regarding the bid document by writing to: - General Manager (Internal Audit Department)Block No (14), 3rd Floor, Shakti BhawanRampur, Jabalpur- 482008. And write email or contact telephonically to Dinesh Singh Rajput, Account Officer (IAD) on below mentioned contact details: - Email Id: - dinesh.rajput@mppmcl.comTelephone No. : - 0761-2702052Mobile No. : - 9425708214 b. The bidding firms are advised in their own interest to examine the bid documents, instructions, forms, terms & general information carefully before submission of bid. Failure to provide information, which is essential to evaluate the bid or to provide the timely clarification or substantiation of the information supplied or submission of bid not substantially responsive to the bid document, may result in disqualification.

7 RIGHT TO CARRY-OUT AMENDMENT(S) BY MPPMCL, IN THE BID DOCUMENT

At any time prior to opening of bids, MPPMCL may for any reason, either at its own discretion or by way of clarification provided at the request of prospective bidder, may modify the bid document by issuing amendment (s) which shall form integral part of the bid document. Extension in the due date, (if considered necessary), can also be made by the MPPMCL, for which Company reserves full rights.

8 DEVIATION FROM BID DOCUMENT

The bid offer must include a separate statement indicating all deviation from the bid documents as per format enclosed at Annexure-6. All such deviations shall be clearly mentioned in deviation sheet. Unless the deviations from the bid documents are specifically mentioned, it will be presumed by MPPMCL that the proposal of firm is in strict conformity to MPPMCL specifications in all respect and all terms & conditions are acceptable to the bidder. The deviations (if, any indicated by bidder) may or may not be accepted by MPPMCL and in case the deviations as proposed by the bidder are not accepted by MPPMCL, the bidder will have the option either to withdraw the deviation or their offer. In case the deviation proposed are not accepted by MPPMCL and the same not withdrawn by the bidder, the bid shall be considered as 'Not qualified' and price bid of such firm/bidder shall not be opened, for which no

separate intimation shall be obligatory for MPPMCL to be given to bidder.

9 FILLING OF BID

Bid shall be submitted online in the forms attached here-to and all blank spaces in all Annexures shall be duly filled-in. The complete form & Annexures shall be considered as part of contract documents in the case of successful bidder. No alteration should be made to form of the Tender Specification and Annexures. The bid must comply entirely with the specification. The bid and all accompanying documents shall be submitted in English language and shall be duly signed by a responsible and authorized person. The name, designation and authority of signatory shall be stated in the bid. The bidder should quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection. The rates / prices shall be in words as well as figures. In case of any ambiguity, the prices and conditions which are favorable to MPPMCL shall be considered. The contract awarding authority will not be responsible to accept any cost involved in the preparation and submission of the bids.

10 DOCUMENTS COMPRISING THE BID

The Bid shall comprise mainly EMD, Technical Bid & Commercial Bid. The Technical Bid shall comprise almost all annexures & documents except commercial Bid (Price-Bid). The bidder shall submit the following document/information with the bid: - Covering letter as per Annexure-1. Power of Attorney as per format Annexure-2. Earnest Money of ₹ 35,000/- (EMD). Questionnaire Annexure - 3. Commercial Bid (Price-Bid) in Annexure - 4. Submission of information for verification of qualification (Annexure-5). Deviation Proposed in Annexure - 6. Other details as called-for in the bid documents or which the bidder may like to highlight. Undertaking 'A', 'B' and 'C' as per Annexures – 7, 8 & 9.

11 FORMAT AND SIGNING OF BID

The bidder shall submit ORIGINAL copy of the bid, complete in all respect with enclosures. The bid shall have to be signed on each page. The person or persons signing the bid shall put his signature at all the pages of the bid, including where entries or amendments have been made.

12 VALIDITY PERIOD OF THE BID

a) The Bid shall have to be kept valid by bidder for a period three (3) months from the date of opening of Bid. b) MPPMCL reserves the right to request extension of the bid validity for an additional period of further three (3) months, if necessary.

13 EARNEST MONEY & SECURITY DEPOSIT

(i) Earnest Money Deposit: The bidder shall deposit with the MPPMCL, Jabalpur, an amount of ₹ 35,000 /- online in the specified account no. and IFSC code of Company. The Bank Account details in which EMD is to be deposited is given as below:- Account Name: RAO (CAU) MP POWER MANAGEMENT CO LTD JABALPUR. Account No. 00000010238006940. IFS code SBIN0007934. MICR Code 482002017. Bank/Branch Name SBI, Nayagaon, Rampur, Jabalpur. (ii) Security Deposit: An amount equivalent to 10% of the total value of the assignment (for 2 years period) is to be deposited towards Security Deposit by the successful bidder to whom the work is awarded for execution, in the form of a Bank Demand Draft/Banker's Cheque drawn on a scheduled bank in favour of MPPMCL, payable at Jabalpur, within seven (7) days from the date of acceptance of the work order by the successful Bidder. Please note that, the EMD shall not be converted or adjusted with SD and the successful firm shall have to separately deposit the amount of Security Deposit. The refund of EMD of successful firm shall be separately dealt-with and refunded as indicated above. Failure to accept the work

order within (7) days and commence the audit within one (1) month from the date of acceptance of the work order shall entail the forfeiture of security deposit and cancellation of the work order. The Security Deposit shall be returned within two months after successful completion of the assignment and after fulfilment of all necessary pre-requisites of submission of final Audit Report and presentation before Audit Committee or BoD as per instructions of authorities of company. (iii) For refund of EMD to the un-successful bidders, necessary action shall be taken by the MPPMCL on the request of respective bidders after final award of contract to the successful firm (i.e. after execution of contract by successful firm). For this all the unsuccessful bidders shall have to make a formal request giving complete bank details of bidders, and other relative information as may be directed by MPPMCL.

14 PRE-BID MEETING

The pre bid meeting shall be held on the date as reflected online in the e-tender portal of company at the O/o General Manager (Internal Audit Department), MPPMCL, Block No. 14, Shakti Bhawan, Rampur, Jabalpur at 11.00 am.

15 DUE DATE OF OPENING OF THE BID

MPPMCL will open the "Qualification Bid/Technical Bid" as per time table /schedule given in the online portal of e-tender. If the opening date happens to be a holiday, (or holiday declared by department due to some or other reason) than the bids will be opened on the next working day at the same place and time, unless notified otherwise.

16 REJECTION OF BID

MPPMCL reserves the right to reject or accept any Bid without assigning any reason thereof. However, the bid under the following circumstances shall not be accepted and such bids shall be rejected, summarily. (i) The bid not accompanied by the specified amount of Earnest Money and cost of Tender Document. (ii) Bid submitted by the Partnership firms/LLP's, who have been black listed or with whom business dealing have been suspended by any State Govt./Union of India or any Public Sector Undertaking under State or Central Government. The bidder shall have to submit an "Undertaking" in this regard as per Annexure 8. (iii) The bid submitted by a person who is directly or indirectly connected with the service under Government/ Local Authority/MPPMCL. (iv) Apart from above, the bid can also be rejected on other grounds if the bidding firm is not complying the terms & conditions of tender.

17 CLARIFICATION OR MODIFICATION OF BIDS

If desired so, MPPMCL may ask the bidders individually, for clarification in writing. No change in the substances of the bid shall be permitted except as required to confirm the correction of any typographical error.

18 EVALUATION OF TECHNICAL BID

SCORING OF QUALIFICATION CRITERIA: - (a) Experience & Credentials of the firm and Audit team to be engaged: -In the first stage, the bidders' qualifications will be evaluated on the basis of firm's profile and relevant past experience of executing similar type of assignments, qualification and experience of the personnel of the firm. (b) Assessment of Capability of the Audit firm subsequent to PPT presentation & after interaction of Audit team (to be engaged) with HoDs of MPPMCL. In the second stage, the approach and methodology part will be scrutinized for each responsive bidder, through a Power Point presentation (PPT) presented by the bidder on "Understanding of the scope of work with the service deliverables and their proposed work plan". Only those Bidder's whose Qualification Proposals score 75 points or more out of 100 (including marks earned in PPT), shall be qualified for evaluation of Commercial Bid (hereinafter known as Qualified Bidders). **SCORING CRITERIA (MARKS ALLOCATION) FOR APPOINTMENT OF BIDDING FIRMS**(As per constitution of firm as on date of issue of tender)

Sr.No.	PARTICULARS	MARKS TO BE ALLOCATED	MAXIMUM MARKS	MARKS OBTAINED
1.	Year of establishment of the Audit firm/LLP (Limited Liability Partnership).	1 (One)	1	

beyond 15 years. (Fraction of year to be ignored) 5 (Five) marks 2. No. of partners in the Firm/LLP who are with the firm for a minimum period of one year. a. 1 (One) mark for each partner (FCA/ CMA) who is associated with the firm for more than 5 years. b. 1.50 (One point five) marks for each partner (FCA/ CMA) who is associated with the firm for more than 10 years. c. 2 (Two) marks for each partner (FCA/ CMA) who is associated with the firm for more than 20 years. 10 (Ten) marks 3. No. of Qualified Assistants (Chartered Accountants/Cost Accountants) 1 (One) mark per Qualified Assistants 5 (Five) marks 4. No. of Semi-qualified Assistants (CA/CMA-intermediates) employed with the firm 1 (One) mark per semi Qualified Assistants 5 (Five) marks 5. Experience of the firm in power sector preferably under Central or State Government and reputed Private sector as Statutory/ Internal Auditor in last 5 years. 6 (Six) marks per year of audit (fraction of the year to be ignored) 30 (Thirty) marks 6. Experience of the firm in Sectors/Industries other than power under central/State Government as Statutory/Internal Auditors 1 (One) mark per year of audit (fraction of the year to be ignored) 5 (Five) marks 7. Experience of the Team Supervisor, Team Leader & team members to be deployed by the firm in the task entrusted by MPPMCL under this tender :- a). One CA/CMA – Having experience of at least 10 years as CA and who shall supervise the entrusted task of Power Purchase Bills Audit visiting at least once in a month. (For Team Supervisor) b). One CA/CMA - Having experience of at least 5 years as CA and who shall work full time for the entrusted task of Power Purchase Bills Audit. (For Team Leader) c). Two Semi-Qualified CAs/CMAs: The articleship of such staff have been completed 3 years ago. For this, certificate of completion of articleship must be submitted as a mark of proof showing that 3 years have been completed by particular staff. (For Team Members) d) Three assistants – Such assistant staff members must be at least B.Com. and should have minimum experience of 5 years of audit. (For Team Members) a). 6 (Six) marks for (CA/ CMA) who shall be actually deputed by the firm for required task of Audit. b). 5 (Five) marks for (CA/ CMA) who shall be actually deputed by the firm for required task of Audit. c). 3 (Three) marks for each Semi-Qualified CA who shall be actually deputed by the firm for required task of Audit. d). 1 (One) mark for each such assistants who shall be actually deputed by the firm. 20 (Twenty) marks (The bifurcation of which will be as under) : 6 (Six) marks 5 (Five) marks 6 (Six) marks 3 (Three) marks 8. Average Annual Turnover of the Firm during last three years 3 (Three) marks for turnover of at least ₹ 50.00 lakhs. 5 (Five) marks for turnover of ₹ 50.00 lakhs to ₹ 1.00 Cr. 10 (Ten) marks for turnover of > ₹ 1.00 Cr. 10 (Ten) marks 9. On assessment of capability of the firm through Power Point Presentation (PPT) and interaction with HODs of MPPMCL of audit team supervisor, team leader and team members who are actually going to execute the task and proposed by the firm. Overall 10 marks 10 (Ten) marks 10. If any letter of Displeasure / Warning has been issued during previous 5 years contracts. Minus 5 for each such letter. The marks shall be deducted accordingly as 5 marks for each such latter. In case firm is debarred, then such firm will be completely "Dis-qualified", from participating in the tender until the period of debarment is over. Complete Dis-qualification. Complete Dis-qualification TOTAL (Subject to deduction in Marks on account of Letter of Advisory /Displeasure / Warning, if, any) issued to the firm) 100 NOTE :- Minimum 75 marks shall be required as qualifying mark. For all requirements indicated above under point no 7 ("a" to "d"), a declaration must be submitted by bidders mentioning complete details of all staff including team leader, team members (indicating Name, complete Bio-data, necessary certificate of qualification & experience of the staff, "Aadhar card" copies etc (duly attested by the bidder). Please note that all these details, documents of audit team to be deputed shall have to be submitted in advance at the time of filling of bid. Further it should be noted by all the bidders that, this criteria (ie requirement of Audit team supervisor, Audit team leader and subordinate staff shall have to be compulsorily complied with, even if bidder is securing minimum qualifying marks. It means, even if any bidder who has secured 75 or more marks aggregated from other attributes and if the bidder has not fully complied or not secured full 20 marks in this particular attribute (i.e. attribute no. 7) then even after securing minimum 75 marks, the bidder shall be dis-qualified. The bidders are therefore requested to pay due attention on this aspect and be ready to depute the desired audit team as per directives issued in the bid document for completion of job for FY 2021-22 and for FY 2022-23. Letter of Warning/Dis-pleasure/ (if, any) issued to the firm during previous contracts. Please, indicate the same and self-attested photocopies (bearing seal & signature of authorized signatory) be attached. If no such letters are issued then, "NIL" information in the enclosed "Undertaking" given in Annexure-9 should also be mentioned compulsorily, which can be cross verified by MPPMCL at its end. If, the information furnished is found "Incorrect or False", then such bids could be summarily rejected. In case firm is

debarred, then such firm will be completely "Dis-qualified", from participating in the tender until the period of debarment is over.

19 EVALUATION OF COMMERCIAL BID (PRICE BID) & APPOINTMENT OF FIRMS

After evaluation of technical bid of all bidders the Commercial bid (Price bid) shall be opened for the bidders qualified in technical bid (i.e. bidders who will get minimum 75 marks in evaluation of bid as well as 20 marks in attribute no. 7 of scoring criteria). Date and time of opening of Commercial bid will be decided only after evaluation of technical bid by MPPMCL. Afterwards, evaluation of "Commercial Bid (Price-Bid)" shall be carried out by MPPMCL at its end. b. The Bidders shall quote the Fees as per the format mentioned in Annexure-4. The Price Bids shall be ranked from the lowest to highest and the Bidder quoting the lowest fees hereinafter known as L-1 quote. MPPMCL intends to shortlist three (3) audit firms (if possible, in the prevailing circumstances) for "Audit on monthly Power Purchase Bills". The priority for matching 'L-1 quote' shall be given to the Bidder starting from next lowest quoted price. The Other bidders (other than L-1 bidder), shall have to match with the 'L-1 quote'. Accordingly such lowest bidder (L-1 Bidder) along with those bidders who match with L-1 quote will be shortlisted for carrying-out the audit work. Initially, two audit firms shall be allotted the work of "Audit of monthly Power Purchase Bills" for the FY 2021-22 & 2022-23, while the third firm shall be kept in reserve and may be invited in case any of the shortlisted audit firms withdraws or the contract is terminated in between as per relevant clause of this bid document.

20 ALLOCATION OF WORK

Each appointed audit firm may be initially allotted the work of audit of any two month's power purchase bills processed during the FY 2021-22. On the basis of the assessment of the performance of the auditor, Management may allot further work for audit of bills. Likewise, on the basis of the assessment of the performance of the auditor, MPPMCL shall have the right to continue or terminate the contract and allot the work to the bidder with the next lowest quote at the risk and cost of the defaulter firm. a. Although the quantum of work allotted to each appointed audit firm will be subjected to ceiling of maximum six months' bills, however MPPMCL at its discretion may increase or decrease maximum ceiling of 6 month's bills (to be done by a single firm in a year), depending upon prevailing circumstances in the interest of the Company. b. Each appointed audit firm shall submit audit report separately (as directed in the relevant clause) and afterwards shall submit a consolidated report after the completion of work for the bills processed during FY 2021-22 and FY 2022-23 (as the case may be). c. In case of Un-satisfactory performance, MPPMCL shall have the right to terminate the contract at any time and allot the work to the bidder with the next lowest quote at the "Risk & Cost" of the defaulter firm. In such a case, the security deposit of the firm whose contract is terminated will be forfeited.

21 PAYMENT TERMS

The Bidder shall quote the lump-sum price, inclusive of all taxes, duties etc., for carrying out assigned work as per scope of work and the terms and conditions given in the tender document. The final report will be issued by Internal Auditor after discussions with the authorized officer of MPPMCL with the Team supervisor and Team leader of auditing firm. Payment will be released as per attached payment schedule. Payment Schedule for FY 2021-22 & 2022-23

PART-(I)

S.N. Event Amount to be released 1 On submission and acceptance of 1st Report (ie report on audit work of initial 2 months of respective FY allocated to the appointed firm) in the prescribed format including Management Response and Executive Summary there-of. 20% of total work assignment (during one financial year). 2 On submission and acceptance of 2nd Report (consisting of 1 month's report) i.e. report on audit work of subsequent months falling after 1st report of respective FY, (allocated to the appointed firm) in the prescribed format including Management Response and Executive Summary there-of. 10% of total work assignment (during one financial year). 3 On submission and acceptance of 3rd Report (consisting of 2 month's report) ie report on audit work of subsequent month falling after 2nd report of respective FY, (allocated to the appointed firm) in the prescribed format including Management

Response and Executive Summary there-of.20% of total work assignment (during one financial year).4On submission and acceptance of 4th Report (consisting of 1 month's report) ie report on audit work of subsequent month falling after 3rd report of respective FY, (allocated to the appointed firm) in the prescribed format including Management Response and Executive Summary there-of.10% of total work assignment (during one financial year).5Total fee to be released up to completion of event under S. No. (4)60% Note: - The aforementioned audit fee shall be released after submission of quarterly audit report complete in all respect. Thus total 30% amount (of financial commitment of particular FY) shall be released after submission of each quarterly report.PART-(II) S.N.EventAmount to be released 1On submission and acceptance of Consolidated audit report in the prescribed format of all months (allocated to particular firm) comprising of findings & management response (after carrying-out necessary updation in quarterly reports). A PPT presentation shall also be required to be given after completion of Audit. For this the firm shall have to give a PPT after preparation of consolidated report of all the months for which the particular firm has been directed-for. In this presentation firm shall narrate the findings, basis of findings, replies & management response there-of, concrete & practical inputs for monetary savings apart from their feedback for system improvement (if, required so).10% of total work assignment.2On presentation of Consolidated final audit report by AUDIT COMMITTEE in the prescribed format of all months (allocated to particular firm) comprising of findings & Management response (after carrying-out necessary updation (if, any) in consolidated report). If required, the firm shall be required to deliver PPT (Power Point Presentation) before AUDIT COMMITTEE / BoD.30% amount of total work assigned (during one financial year). Total fee to be released up to completion of events under PART-II, as above.40%

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Time is the essence of work. The internal audit shall be completed within stipulated period of time as given hereunder. The effective date for calculation of contract period shall be date of execution of agreement. If the work is not be completed within the stipulated time period then in such a case, penalty to tune of 2% of the annual fee payable shall be imposed for every week's delay. However, the cumulative penalty shall not exceed 10% of the total value for this assignment.This tender is being invited for conducting audit task of 2 years i.e. for FY 2021-22 and 2022-23, with extension clause of one year (i.e. for FY 2023-24) on the basis of satisfactory performance of the firm. Ø For FY 2021-22 & 2022-23 :- As such full financial year time will be available for audit of power purchase bills for respective financial year plus extra time period required for preparation of consolidated report and presentation of the same before Management and Audit Committee. Therefore, approximately one year plus three months' time (i.e. upto June 2022 for FY 2021-22 and June 2023 for FY 2022-23) could be reckoned as time period for this task.1.Submission and acceptance of 1st Quarter Report (i.e. April to June) and Executive Summary of quarterly report.Upto 31st Aug. of respective financial year 2.Submission and acceptance of 2nd Quarter Report (i.e. July to September) and Executive Summary of quarterly report.Upto 30th November of respective financial year3.Submission and acceptance of 3rd Quarter Report (i.e. October to December) and Executive Summary of quarterly report.Upto 28th February of respective financial year4.Submission and acceptance of 4th Quarter Report (i.e. January to March) and Executive Summary of quarterly report.Upto 31st May of next financial year Note: - (i) For all assignment the consolidated Report of all assigned months shall have to be submitted within three months from the end of respective financial year. (ii) If all required records are timely made available by MPPMCL then all efforts shall have to be made by the firm to plan and execute internal audit in such a manner that the mandatory requirement of holding the AGM, within 6 month of closure of financial year could be achieved by MPPMCL.

23 CONTRACT PERIOD, EVALUATION OF PERFORMANCE, TERMINATION/ EXTENSION OF CONTRACT PERIOD BASED ON PERFORMANCE OF THE FIRM

- a) Contract Period :-The Internal Auditor of the Company would be appointed for Audit of Power Purchase bills processed during the year FY 2021-22 and FY 2022-23. As such the contract period shall be upto submission of final audit report of both years till acceptance of these audit reports by Audit Committee & Board of Directors. b) Evaluation Of Performance :
- i. Continuation of work order shall be based on performance of the firm, which shall initially be evaluated for 2 months of FY 2021-22 and based on that, necessary instructions to

carry-out work for remaining months of FY 2021-22 shall be given to the firm. However, it is also made clear that even if the order is placed on the firm for FY 2021-22 (for subsequent months) or subsequently for FY 2022-23 the same is subject to review time-to-time by MPPMCL's management and accordingly Company reserves full rights to curtail or extend the contract period based on the performance of the firm. The successful bidder or the firm which bagged the order and if not performing well, cannot lodge any claim to be continued further even if the order has been placed on them. No correspondence in this regard shall be entertained by MPPMCL.

ii. The performance of the firm(s) shall be evaluated confidentially by the Company Management at its end time-to-time on certain parameters. If some shortcomings are noticed in the performance and which need immediate attention and correction from audit firm, then such points shall be communicated to the firm accordingly. If no fruitful corrective measures are taken by the firm or no distinct upgradation in the quality of audit is observed by the Management, then performance of the firm could be evaluated as "Un-satisfactory".

iii. In case, if it is observed that the firm on whom the order has been placed, is not responding properly/promptly at the time of execution of order (i.e. execution of Agreement not in time, resulting in delay in commencement of work or non-compliance of instructions given to firm etc) or not promptly obeying the instructions delivered to them (during the whole course of Audit) for faithful execution of order then in such case(s), the performance of the firm could be evaluated as "Un-satisfactory" and accordingly, necessary action shall be taken against the firm/bidder as indicated below in (c) c)

Termination of contract: - In case of unsatisfactory performance of the successful firm (bidder), MPPMCL, reserves the right to terminate the contract, at any time before the expiry of the Contract Period or even before execution of agreement at the "Risk & Cost" of the firm, by giving a notice of 15 days. In such a case, the EMD/Security Deposit (as the case may be) of the firm shall be forfeited. Further, the firm could be de-barred for a period of 3 years in participating future tenders in MPPMCL as well as in the successor companies of erstwhile MPSEB. The intimation regarding debarring of such firm or bidder shall also be given to chapters of ICAI, ICMAI as well as to the successor companies of erstwhile MPSEB. Further if deemed appropriate by the company the intimation regarding "Debarring", "Blacklisting" of such firm can be circulated to other state/central Govt. organization

Also, the "Un-Satisfactory Performance" of the firm shall be taken into cognizance at the time of evaluating the performance of the firm while deciding future tenders of MPPMCL. Therefore only those firms who are capable enough to accomplish the job promptly (having sufficient & capable manpower and resources should participate in the tender. d) Extension of contract :The contract period is extendable by 1 (one) year i.e. for audit of the same task for the year FY 2023-24 also in case of satisfactory/good performance & as per discretion of MPPMCL, on the same rate, terms & conditions of the main contract for which no separate concurrence of the appointed firm(s) would be obtained by MPPMCL.

24 CONFIDENTIALITY

The Bidding firm and its appointed personnel shall not, either during the term and after the expiration of this contract, disclose any proprietary or confidential information relating to this contract, or the information provided by MPPMCL. All documents and report prepared by the Bidding firm in performing the services as per the scope of work shall become the property of MPPMCL.

25 OBLIGATION OF MPPMCL

MPPMCL shall make available suitable sitting arrangement free of cost for bona-fide use only to the audit team during the period of engagement. All other requirements including stationery, Computer/Laptops & printer/other peripherals etc. shall have to be arranged by the audit team.

26 PPT Presentation after conduction of audit & finalization of report

The audit firm shall have to give a Power Point Presentation (PPT), after finalization of audit report before authorities of Company, Managing Director and Audit Committee as and when directed highlighting complete audit process, salient points of audit findings & suggestive measures for system improvement. The audit report (s) should be

submitted (Comprising Management Response) as per prescribed formats given in Annexure 13 & Annexure 14 with this bid/tender document.

27 OTHER IMPORTANT INFORMATION

For audit of the power purchase bills the audit team will have to visit different offices of MPPMCL located at Shakti Bhawan, Jabalpur. Further if required the audit team may be required to visit at Regional Office, Bhopal also. The intending bidders may quote their fee with the clear understanding that lodging and boarding, travelling or local conveyance charges will not be paid separately. The bidders are expected to include such expenses in their fee quoted in the Commercial Bid.

28 DISPUTE

Disputes, if any, arising out of or in connection of contract, shall be subjected to the exclusive jurisdiction of competent court at Jabalpur only.

Questionnaire

SNo	Particulars	Supplier Response
1	Whether Earnest Money Submitted :- YES/NO(a) If, Yes :- (i) Amount of EMD (ii) Particulars of EMD (Viz Online, D.D./Banker's Cheque No, drawn-on and Bank details etc.)(b) If Exempted - YES/NO(i) Whether the bidder is registered under MSME Act and eligible for exemption for this particular category of work.(ii) Whether suitable documentary evidence for exemption (as indicated above) has been enclosed.	
2	Whether agreed for extension order clause? YES/NO	
3	Whether agreed for performance clause? YES/NO	
4	Whether firm's PAN No. & GST No has been provided? YES/NOIf yes -(i) Please indicate PAN no. of firm...(ii) Please indicate GST no. of firm...	
5	State whether firm is proprietary or partnership? proprietary / partnership	
6	If, firm is in partnership, then whether signatory's authorization letter (Power of attorney duly notarized) has been enclosed? YES/NO	
7	Whether Bank details (For refund of EMD/SD) have been provided? If no, please provide below: YES/NO(i) Bank Name(ii) Branch Name(iii) A/c No.(iv) IFS Code No. Name of A/c holder	
8	Whether "declaration/Undertaking" regarding Debarment /Warning/Displeasure (communicated to the firm, if, any) has been submitted along with bid, duly signed by authorized signatory (with seal) in prescribed format. YES/NO	
9	Whether necessary "Undertaking -A" and "Undertaking-B" (Ref. Annex VI & VII, respectively) have been duly signed & submitted along with bid document. YES/NO	
10	Whether agreed for stipulated validity period? YES/NO	
11	Whether MPPMCL's payment term is acceptable? YES/NO	

12	Whether agreed for Security Deposit Clause? YES/NO	
13	Whether agreed for deputing Audit team (including Team supervisor, Team leader & all Team members) as stipulated in tender document ?	
14	Whether the Audit team (going to be actually deputed) possess desired qualification & experience? YES/NO	
15	Whether details of the team including complete bio-data, required certificates/documents and Aadhaar card etc (duly attested by authorized signatory of the firm) has been provided? YES/NO	
16	Whether agreed for time period allocated for the work and ready to deliver the audit report in stipulated period of time. YES/NO	
17	1. Whether MPPMCL's penalty clause is acceptable? YES/NO2. Whether agreed for providing requisite audit team including senior auditors/CA? Please provide names with designation. YES/NO	

SCHEDULE-I
(PRICE SCHEDULE)

SNo.	Particulars	Qty. Reqd.	Unit Of Measurement	Rate	Amount
1	Lump sum price for carrying out internal audit work of monthly Power Purchase bills of MPPMCL as per scope of work and the terms and conditions given in the Bid / Tender document Amount to be quoted (per month) and amount for 6 months in a Financial year. Amount in <input type="checkbox"/> (Inclusive of all prevailing taxes & duties; if , any).	1	Month		
	Total Amount				

Note: It is advisable for bidders to refer attached Bid Document to avoid any confusion in the e tender document wherever NA is indicated in the e tender document particularly for Pre Bid Meeting Date and Payment Terms

All bidders should carefully note that bids submitted through e-tenders only shall be accepted and no bids through offline or manual mode will be entertained and shall be summarily rejected

DISCLAIMER

1. This Tender document (Bid Document) is not an agreement or offer by the M.P. Power Management Company

Limited (MPPMCL) to the prospective Bidders or any other party. The purpose of this tender document (Bid Document) is to provide information to interested parties, to facilitate them for formulation of their Bid. This bid document is based on material and information available in public domain.

2. This Tender document along with its formats, is not transferable. The tender document and the information contained therein are to be used only by the person to whom it is issued. Save and except as provided in this tender document, it shall not be copied or distributed by the recipient to third parties. In the event that the recipient does not continue with his/her involvement in the bidding process in accordance with this tender document, then this tender document must be kept confidential.

3. While this tender document has been prepared in good faith, neither MPPMCL nor its employees or advisors/consultants; make any representation or warranty or express or implied as to the accuracy, reliability or completeness of the information contained in this tender document.

4. Neither MPPMCL nor its employees or advisors/consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this tender document, any matter deemed to form part of this tender document, the award for services, the information supplied by or on behalf of MPPMCL or its employees, any advisors/consultants or otherwise arising in any way from the selection process for the said services.

5. MPPMCL reserves the right to close the selection process or reject the bid at any stage of selection process.

Annexures attached with this Tender Document

Annexure 1 Covering Letter

Annexure 2 Power Of Attorney

Annexure 3 Questionnaire

Annexure 4 Commercial Bid (Price-Bid)

Annexure 5 Submission of Information for Verification of Qualification

Annexure 6 Deviations Proposed by Bidder

Annexure 7 Undertaking "A" by the Bidders regarding deployment of staff

Annexure 8 Undertaking "B" by the Bidders regarding Legal suit (if any), Blacklisting/Debarment etc.

Annexure 9 Undertaking "C" by the Bidders for their past performance

Annexure 10 Broad Scope of Work

Annexure 11 Covering Letter Format of Report

Annexure 12 Format for clarification in the tender document

Annexure 13 Prescribed format for submission of Audit Report for Non-IPPs (Comprising 3 sub-formats)

Annexure 14 Prescribed format for submission of Audit Report for IPPs (Comprising 3 sub-formats)

For Detail format of Annexures please go through the attached tender document