

नॉर्थ ईस्टर्न इलैक्ट्रिक पावर कॉरपोरेशन लिमिटेड
भारत सरकार का उपक्रम

**NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)**

**CONTRACTS AND PROCUREMENT
BROOKLAND COMPOUND, LOWER NEW COLONY,
SHILLONG-793 003, MEGHALAYA, INDIA.**

Telephone No. 0364-2227784,

Website: www.neepco.co.in, E-mail: contract@neepco.co.in

CIN - U40101ML1976GOI001658

ISO – 9001:2015, 14001:2015 & 45001:2018



NIB NO. 448 DATED 05.08.2024

**NOTICE INVITING BIDS
FOR**

**EMPANELMENT OF FIRMS OF CHARTERED ACCOUNTANTS/ COST ACCOUNTANTS/
LIMITED LIABILITY PARTNERSHIP (LLPS)
FOR CONDUCTING PHYSICAL VERIFICATION OF FIXED ASSETS AND STORES FOR
THE FY 2024-25, 2025-26 AND 2026-27
IN NORTH EASTERN ELECTRIC POWER CORPORATION LTD**

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ISO: 9001, 14001,
& 45001

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NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED

(A Government of India Enterprise)

Office of the Executive Director, Contracts & Procurement
Brookland Compound, Lower New Colony, Shillong-793 003, Meghalaya, India

Ph: 0364-2227784, E-mail: contract@neepco.co.in,

Website: www.neepco.co.in; CIN – U40101ML1976GOI001658

SECTION-I

NIB NO 448 DATED 05.08.2024

SHORT NOTICE INVITING BIDS

FOR EMPANELMENT OF FIRMS FOR CONDUCTING PHYSICAL VERIFICATION OF FIXED ASSETS AND STORES FOR THE FYs 2024-25, 2025-26 & 2026-27 IN NEEPCO

North Eastern Electric Power Corporation Limited (NEEPCO/ the Company), a leading Miniratna Category-I Public Sector Enterprise under the Ministry of Power, Government of India and wholly owned by NTPC Ltd, invites online Bids at e-procurement portal <https://etenders.gov.in> for Empanelment of the Firms of Chartered Accountants/ Cost Accountants/ LLPs for three financial years commencing from the FY 2024-25 (i.e. FY 2024-25, 2025-26 & 2026-27) for conducting Physical Verification of Fixed assets and Stores of its Units (Offices/ Projects/Plants) for the said three financial years.

For details, refer the detailed NIB available at the websites <https://etenders.gov.in> and www.neepco.co.in.

Any subsequent Amendment/ Corrigendum/ Time extension etc. of the tender shall be updated/ published only on the websites mentioned above.

Last date for online submission of bid is **02.09.2024- by 9:00 Hours.**

Sd/-
Chief General Manager (Tech)
i/c Contracts & Procurement
NEEPCO : Shillong



ISO: 9001, 14001,
& 45001

नॉर्थ ईस्टर्न इलैक्ट्रिक पावर कॉरपोरेशन लिमिटेड

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NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED

(A Government of India Enterprise)

Office of the Executive Director, Contracts & Procurement
Brookland Compound, Lower New Colony, Shillong-793 003, Meghalaya, India

Ph: 0364-2227784, E-mail: contract@neepco.co.in,

Website: www.neepco.co.in; CIN – U40101ML1976GOI001658

SECTION-I

NIB No. 448 DATED 05.08.2024

SECTION-I

DETAIL NOTICE INVITING BIDS

FOR

EMPANELMENT OF THE FIRMS OF CHARTERED ACCOUNTANTS/ COST ACCOUNTANTS/ LLPs FOR PHYSICAL VERIFICATION FOR THE FY-2024-25, 2025-26 & 2026-27 IN NEEPCO

North Eastern Electric Power Corporation Limited (NEEPCO/ the Company), a leading Miniratna Category-I Public Sector Enterprise under the Ministry of Power, Government of India and a wholly owned subsidiary of NTPC Ltd, invites online Bids at e-procurement portal <https://etenders.gov.in> for Empanelment of firms for physical verification of Fixed Assets and Stores for the Financial Year 2024-25, 2025-26 & 2026-27.

Interested Bidders, may download the detailed bid document from <https://etenders.gov.in> with effect from 9:00 Hours of 06.08.2024..

1. Scope of Services

- 1.1 The Company is working in a Computerized environment and maintains all its records in a Computerized system (ERP/SAP).
- 1.2 The assignment of physical verification should cover physical verification of Fixed assets and Stores lying in various Units (Offices/Projects/Plants) of NEEPCO.
- 1.3 Coverage of Physical Verification of Fixed Assets and Stores will be 100% and its reconciliation with system (ERP) generated Assets Reports and Material Ledgers respectively.

2. Bidding Procedure:

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

3. Duration of Appointment

- 3.1 Based on the evaluation of the bids, NEEPCO shall empanel 12 (twelve) firms. The qualified firms will be empanelled for a period of 03 (three) years from the FY 2024-25, which may be extended by 01 (one) more financial year. However, works will be awarded to the first 08 (eight) highest ranked eligible bidders/firms for Unit(s) of NEEPCO categorized as Zone-1 to Zone-8. The works the same will be awarded on year-to-year basis as per the agreed terms & conditions, subject to the satisfactory performance and approval of the appropriate authority. Selection of Zone for the eligible bidders for awarding works is solely at the discretion of NEEPCO and accordingly, decision of the Company in this regard is final and binding for the bidders. Projects may be added in future and NEEPCO may mandate any empanelled firm for the services.

4. Qualifying Requirements

4.1 General Qualifying Requirements

- i) The bidders (Individual/Company/Firm) shall be registered entities in India. The bidder shall furnish copies of documents in support of its registration in India.

- ii) The firm is not ineligible for appointment under the Companies Act 2013 and all the relevant Acts/Laws/Rules/Regulations, as applicable in India.

5. Bids by Consortium /Joint-Venture Companies:

Formation of Consortium /Joint-Venture for participation in the tender is not allowed.

6. Participation in Bids

6.1 E-Tendering / E-Procurement:

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

6.2 Registration for Participation in Bids

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

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

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

Mr. Lastbornson Pyngrope
Functional Manpower (FMP),
National Informatics Centre, Meghalaya State Centre, Shillong
Mobile No. 9774764136
Email Id: l.pyngrope@gmail.com

7. Relaxation of Norms for Startups and Micro & Small Enterprises (MSEs) on Prior Experience Criteria:

In line with the Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of the Ministry of Micro, Small & Medium Enterprises & DPE O.M. No. DPE/7(4)/2007-Fin Dated 08-11-2016 on "Relaxation of Norms for Startups and Micro & Small Enterprises in Public Procurement on Prior Experience and Prior Turnover Criteria" and as per Section 2.1(5) of "Action Plan for Startup India" announced by the Government of India in Jan 2016, the Criteria of Prior Experience is exempted for the Startups and Micro & Small Enterprises, subject to meeting of quality and technical specifications.

MSE bidder shall be offered exemption from Prior Experience Criteria, provided the bidder is registered as MSE with appropriate authority for trade similar to the tendered job, for which the bidder shall submit document such as MSE registration certificate for such registration.

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

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

Department of Industrial Policy and Promotion (DIPP) of Ministry of Commerce & Industry, Government of India in order to be considered for relaxation in prior experience and prior turn over.

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

9. **BID FEE:**

For participation in this tender, Bidders shall have to pay Bid Fee (non-refundable) of **Rs. 5,90.00 (Rupees Five Hundred Ninety Only)** inclusive of 18% GST (**SAC Code 9984**) (**NEEPCO Shillong GST NO.:17AAACN9991J1ZT**). Applicable bank charges shall be borne by the bidder.

However, the MSEs registered agencies/bodies are exempted from payment of Bid Fees.

The bidder shall make the payment of Bid Fee only through “SB-COLLECT” of State Bank of India as per procedures/steps elaborated below.

Payment of bid fee through other mode of payment like DD etc. shall not be accepted.

During payment of bid fee through “SB-COLLECT” of State Bank of India, Bidders shall clearly indicate the NIB No. & Date against which the bid fee is paid.

Through “SB-Collect” of State Bank of India as per procedures/ steps elaborated below; or

Step-1:	The bidder shall visit url/web page https://www.onlinesbi.sbi/sbcollect/icollecthome.htm on any internet browser.
Step-2:	State Bank Collect page will appear. Select “ ALL India ” for “ State of Corporate/Institution ” irrespective of location of the sites/projects/plants/establishments, where tenders are invited. Select “ PSU ” for “ Type of Corporate/Institution ” Click “GO”
Step-3:	In the new screen, select PSU Name as “ North Eastern Electric Power Corporation Limited ” and Submit.
Step-4:	In the new screen, select Payment Category as “ SHILLONG- PARTIES ”.
Step-5:	New Screen will appear, here the bidder has to fill all the required information for the payment as under: i) Under Name of Payer : The Bidder is to fill up his Name and Address. ii) Under Short Details of Payment : The Bidder shall indicate Bid Fee as applicable . iii) Under Type of PAYER : The Bidder is to select VENDOR OR CONSULTANT whichever is applicable. iv) Under CIN in case the Payer is a company : The bidder is to fill up his CIN in case of a company, otherwise may kept blank. v) Under Payment amount : The bidder is to fill up the amount . vi) Subsequent information for Name, Date of Birth/Incorporation, Mobile Numbers are to be filled as required. vii) Fill Captcha. viii) Then Submit.
Step-6:	In the new screen, check the details and click “ CONFIRM ”, if correct.
Step-7:	The Multi Option Payment System will be available for making the payment. The Bidder may select option as per convenience and make the payment.
Step-8:	After successful payment, the system will generate receipt. The receipts may also be generated from Reports - i.e. SB Collect (Request Report/ Download Report). This system generated receipt shall be downloaded and submit online along with the bids.

10. Submission and opening of Bids

10.1 Bidders shall prepare and submit their bids online in <https://etenders.gov.in> as per timeline mentioned below. Submission of online bids is mandatory for consideration of the bids by NEEPCO.

10.2 The bidder shall refer to the Instruction for online bid submission given at Section-III of the bid document.

10.3 **Besides online submission, the following documents are required to be compulsorily submitted physically (offline mode) as stipulated at Clause 10, Section-III of Bid Document:**

- (a) Payment receipt of Bid Fee deposited through SB-Collect of State Bank of India, in original.
- (b) Power of Attorney (as per format provided at Form F-5, Section-V of Bid Document), in original.

The above mentioned document shall be submitted by hand or by registered Post / Courier in a sealed envelope superscripted as **"Hard Copy of documents against EO/NIB No. ----- Dated ----- for Empanelment of Firms in NEEPCO for Physical Verification of Assets and Stores for the Financial Year 2024-25, 2025-26 & 2026-27** at the following address within the scheduled date and time mentioned under Clause 11 below.

The Chief General Manager (Tech)
i/c Contracts & Procurement,
North Eastern Electric Power Corporation Ltd.,
Brookland Compound, Lower New Colony,
Shillong – 793 003, Meghalaya, India.
Tel: 0364-2227784, E-mail: contract@neepco.co.in
Contact Person : N K Bora, DGM(Tech), C&P, Mob No 9864641646 / 9654868192

11. Tender timeline:

- (a) Date of commencement of downloading of bid document from <https://etender.gov.in>: **w.e.f. 9:00 Hours on 06.08.2024**
- (b) Last date of receipt of bid queries **9:00 Hours on 26.08.2024**
Any queries received after expiry of last date of receipt of bid queries shall not be entertained by NEEPCO.
- (c) End date & time for downloading of bid document **9:00 Hours on 02.09.2024**
- (d) Last date & time for receipt of online bids: **Upto 9:00 Hours on 02.09.2024**
- (e) Last date & time for receipt of **Offline bids: Within 7(seven) days from the date of opening of Techno-Commercial Bids.**
- (f) Date & time for opening of bids online: **At 9:00 Hours onwards on 03.09.2024.**

In the event the last date specified for submission of offline documents and date of online opening of Techno-Commercial bids is declared as a closed holiday for NEEPCO, the last date for submission of offline documents and date of online opening of Techno-Commercial bids will be the following working day at the appointed times.

10. Bidders are requested to visit e-tendering portal <https://etenders.gov.in> and NEEPCO website <http://www.neepco.co.in> regularly for any Corrigendum/Addendum/Modification/Clarification of the bid document.
11. Submission of bids shall not automatically construe qualification for evaluation. NEEPCO reserves the right to reject any or all bids, or to annul the bidding process and reject all the bids for any justified and genuine grounds without thereby incurring any liability to the affected bidders, nor does it have any obligation to inform the bidders of the ground for the action of NEEPCO.

Sd/-
Chief General Manager(Tech)
i/c Contracts & Procurement

SECTION-II

INFORMATION FOR BIDDERS

1.0 ABOUT NEEPCO

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

NEEPCO has so far completed & commissioned twelve power projects in North East with an installed capacity of 2057 MW with 1525 MW Hydro, 527 MW Gas Based Thermal Power and 5 MW Renewable Energy (Solar PV).

NEEPCO commissioned its largest Hydro Project Kameng HPS (600 MW) in the N.E. Region during the FY 2020-21.

2.1 UNITS (OFFICE/ PROJECTS/ PLANTS) FOR WHICH FIRMS ARE TO BE EMPANELED FOR PHYSICAL VERIFICATION OF FIXED ASSETS AND STORES:

- 2.1.1 Corporate Office located at Shillong in the State of Meghalaya;
- 2.1.2 Guwahati Office located in the State of Assam
- 2.1.3 New Delhi Office located at NCR, Delhi
- 2.1.4 Kopili Hydro Power Station (275 MW) located at Umrongso, Dima Hasao District, Assam having 03 (three) generating stations, namely,
- Kopili Hydro Power Station (200 MW)
 - Khandong-I Hydro Power Station (50 MW)
 - Khandong-II Hydro Power Station (25 MW)
- 2.1.5 Panyor Lower Hydro Power Station (405 MW) located at Yazali, Arunachal Pradesh
- 2.1.6 Doyang Hydro Power Station (75 MW) located at Wokha, Nagaland
- 2.1.7 Tuirial Hydro Power Station (60 MW) located at Kolasib, Mizoram
- 2.1.8 Pare Hydro Power Station (110 MW) located at Doimukh, Arunachal Pradesh
- 2.1.9 Kameng Hydro Power Station (600 MW) located at Kimi, West Kameng, Arunachal Pradesh
- 2.1.10 Assam Gas Based Power Station (291 MW) located at Bokuloni, Tinsukia, Assam
- 2.1.11 Agartala Gas Based Power Station (135 MW) located at R. C. Nagar, Agartala, Tripura
- 2.1.12 Tripura Gas Based Power Station (101 MW) (incl. 05 MW Solar Plant) located at Monarchak, Sonamura, Tripura.
- 2.2 The Units at 2.1 above are categorized to 08 (eight) Zones as follows, for awarding the works for physical verification of assets and stores:

Unit (Office/ Project/ Plant)	State where located	Zone
Corporate Office, Shillong	Meghalaya	Zone - 1
Guwahati Office	Assam	Zone - 2
New Delhi Office	NCT, Delhi	Zone - 2
Kopili Hydro Power Station (275 MW), Umrongso	Assam	Zone - 3
Panyor Lower Hydro Power Station (405 MW), Yazali	Arunachal Pradesh	Zone - 4
Pare Hydro Power Station (110 MW), Doimukh	Arunachal Pradesh	Zone - 4
Kameng Hydro Power Station (600 MW), Kimi	Arunachal Pradesh	Zone - 5

Doyang Hydro Power Station (75 MW), Wokha	Nagaland	Zone - 6
Tuirial Hydro Power Station (60 MW), Kolasib	Mizoram	Zone - 6
Assam Gas Based Power Station (291 MW), Bokuloni (Tinsukia)	Assam	Zone - 7
Agartala Gas Based Power Station (135 MW), R. C. Nagar (Agartala)	Tripura	Zone - 8
Tripura Gas Based Power Station (101 MW) and Monarchak Solar Plant (5 MW), Monarchak, Sonamura	Tripura	Zone - 8

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SECTION-III
INSTRUCTION TO BIDDERS

1. Definitions

Bidder: Shall mean Firm of Chartered Accountants/ Cost Accountants/LLPs participating and submitting a complete Proposal or Bid in response to this EOI/NIB.

Empanelment: Through this bidding process NEEPCO shall select 12 (twelve) firms through evaluation, who shall be empanelled in NEEPCO to provide the services as per the scope indicated at Section-I of this Bid Document. However, works will be awarded to the first 08 (eight) highest ranked eligible bidders/firms for Unit(s) of NEEPCO categorized as Zone-1 to Zone-8. The works will be awarded on year-to-year basis as per the agreed terms & conditions, subject to the satisfactory performance and approval of the appropriate authority. Selection of Zone for the eligible bidders selected for awarding works is solely at the discretion of NEEPCO and accordingly, decision of the Company in this regard is final and binding for the bidders

1.1 Qualifying Requirement for bidders

1.1.1 The bidders (Individual/Company/Firm) shall be registered entities in India. The bidder shall furnish copies of documents in support of it's registration in India.

1.1.2 The Firms will be required to submit a certificate that

- a) The individual or the firm, as the case may be, is eligible for appointment and is not disqualified for appointment under the Companies Act 2013 and any other Acts/Laws/Rules/Regulations made there under.
- b) The list of proceedings against the firm or any partner of the firm pending with respect to professional matters of conduct, as disclosed in the certificate, is true and correct

Note: Bid proposal submitted without the certificate shall be summarily rejected.

2. Scope of Services

2.1 The Company is working in a Computerized environment and maintains all its records in a Computerized system (ERP/SAP).

2.2 The assignment of physical verification should cover physical verification of Fixed assets and Stores lying in various Units (Offices/Projects/Plants) of NEEPCO and reconciliation thereof with system (ERP) generated Asset Reports (for Fixed Assets) and Material ledgers (for Stores).

2.3 Coverage of Physical Verification of Fixed Assets and Stores will be 100%.

2.4 Following areas of physical verification of Fixed assets and Stores shall be covered by the selected firms of Chartered Accountants / Cost Accountants/ LLPs:

- Plant & Machinery including Hydraulic Structures
- Vehicles
- Furniture, Fixture and Equipment
- Sub-station Equipment
- Miscellaneous assets/ equipment
- Transmission Lines
- Land, Buildings, Roads, Bridges & other civil structures etc.
- All other Fixed assets as per books of the Units
- Stores and spares/ inventories (including Central Stores/ Powerhouse Stores/Sub Stores etc.)

2.5 The following shall be covered by the engaged firms in its report in respect of Physical Verification of Fixed Assets and Store / Inventory items.

2.5.1 In respect of Fixed Assets items:

- Reconciliation of physical quantities with system (ERP) generated Asset Reports and shortage/excess of items shall be reported.
- Report on surplus / unserviceable / obsolete items of Fixed Assets shall be made
- Assets not supported by record.
- Wrong classification of Assets, if any.
- Any other activity relating to Physical verification of fixed assets
- Whether title deeds of all immovable properties (other than properties where the company is the lessee and the lease agreements are duly executed in favour of the lessee) disclosed in the financial statements are not held in the name of the company as per the format given below:

Description of property	Gross carrying value	Held in the name of	Whether Promoter, Director or their relative Or Employee	Period held – indicate range where appropriate	Reason for not being held in name of the Company (including Dispute, if any)

2.5.2 In respect of Stores:

- Reconciliation of Physical quantities with reports (Material Ledgers) maintained in ERP system and report on shortage/excess of quantities,
- Slow moving, non-moving, surplus, unserviceable items, obsolete items are identified.
- The quantity of scraps lying in the store is to be ascertained,
- Inflammable stores are stocked properly.
- Calibration of scales and measurements are carried out at periodical intervals.
- Wrong classification of stores.
- Stores not supported by records.
- Any other activity relating to Physical verification of Stores.

2.6 In respect of Land:

The firm shall verify that the title deed/Lease deed/land documents/records etc. are in the name of NEEPCO and to submit a report on the same.

3. Bidding Documents

3.1 The bidding documents comprises of the following:

1	Notice Inviting Bids	Section – I
2	Information for Bidders	Section – II
3	Instruction to Bidders	Section – III
4	Conditions of Appointment	Section – IV
5	Bidding Forms and Appendixes	Section - V

3.2 At any time before the scheduled submission of bid, NEEPCO may, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment. The amendment/response to clarification(s), if any, will be hosted in the tender portal <https://etenders.gov.in> and NEEPCO website www.neepco.co.in for information of all the prospective Bidders and will be binding on them. NEEPCO may, at its discretion extend the deadline for submission and / or opening of the Bid.

3.3 Bidders should agree to Scope of Services and other provisions of the bidding documents.

3.4 The Bid shall remain, valid for a period of 180 (one hundred eighty) days after the date of opening of Bid Proposal. In exceptional circumstance, NEEPCO may solicit the Bidder's consent for extension of the bid validity period. When the validity period is extended by the Bidder, the same shall be done without any modification to the Bid by the Bidder.

3.5 Clarification on Bid Document:

- Before the opening of bids, the Corporation may modify the bid documents by issuing Addenda/Corrigenda.
- Any Addendum/Corrigendum thus issued shall form part of the bid documents and shall be published in the tender portal <https://etenders.gov.in>.

- iii) The Corporation may extend the date of submission and opening of bids by issuing an Addendum/Corrigendum, if required, which shall form part of the bid documents.
- iv) Bidders may seek clarification, if any on the Bid Document. Such request for clarification/queries shall be submitted online in the e-procurement portal <https://etenders.gov.in> under "Seek Clarifications", well before the expiry of Clarification date & time given in the portal, which is not later than 15(fifteen) days before the latest date of submission of Bids. Additionally, bidders may submit their queries by email to Purchaser's email address i.e. contract@neepco.co.in. After expiry of Clarification date & time, no query raised by intending bidder shall be entertained. If the query of any bidder is not addressed by Tendering Authority for any reason including irrelevant query, it shall be construed that bid conditions relevant to the bid query shall prevail. Clarification to any bid query which does not ask for any change in the bid condition shall not attract necessity of extension of the last date for submission of bids. Further, the mere request for clarification from the bidders shall not be a ground for seeking extension in the deadline for submission of bids. Purchaser's response/clarification/reply to such queries (but without identifying the source of inquiry) shall be hoisted in the portal <https://etenders.gov.in> and NEEPCO website www.neepco.co.in not later than 7(seven) days before the latest date of submission of Bids.
- v) Any modification of the Bid Document listed in Clause-3.1 above, which may become necessary and/or required to be incorporated as a result of the purchaser's response to Bidder's queries, shall be made by the Corporation exclusively through the issue of an addendum/corrigendum pursuant to Clause-3.5(i) to 3.5(iii) above.

4. Contents and Submission of the Bid:

4.1 a) Power of Attorney for the authorized signatory. **(Notarised Power of attorney to be provided in Non-Judicial Stamp Paper of appropriate value in respect of the person signing the bid on behalf of the bidder)**

b) Submissions are to be made strictly in accordance with this document. Any additional material, brochures or promotional material may be submitted together with the information requested herein.

The documents submitted along with the bid shall be signed and sealed by the authorised signatory of the Bidder.

4.2 All the documents to be submitted shall be sealed and signed by the authorized person.

4.3 The Bid shall comprise of all information and details as per provisions of bidding documents and Bidders shall furnish all information in online bidding Forms F-1, F-2, F-3, F-4 , F-5, F-6, F-7 and Appendix-A & Appendix-B stipulated under Section-V of the Bid Document.

4.4 Such bids which do not attach / map, duly authenticated by way of signatures and official seal of the Bidder shall not be evaluated.

4.5 Any misinformation or un-supported fact, data, information, terms and conditions submitted in the bid by the bidder may result in rejection of bid by NEEPCO.

Bidders shall not contact NEEPCO on any matter relating to their bid after the Bid opening. Any effort by the Bidder to influence NEEPCO in evaluation, comparison or award decision may result in the rejection of their Bid Proposal.

4.6 The Bidders cannot withdraw their offer after opening of Bids.

4.7 A Bidder shall submit only "1(one) Bid" in the Bidding Process, individually as a Bidder. A Bidder who submits or participates in more than "1(one) Bid" will cause all the proposals in which the Bidder has participated to be disqualified.

5. Evaluation and Comparison of Bids.

5.1 i) The Bids of those bidders who fulfills the Qualifying Requirement specified at Clause 1.1, Section-III, Instruction to Bidders shall be evaluated by NEEPCO to ascertain the best received bid which is technically acceptable to the Company, as per the evaluation procedure detailed below, for the complete scope of the proposal as detailed in the Bidding Documents.

ii) During bid evaluation, NEEPCO may ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the substance of the bid shall be sought, offered or permitted.

5.2 SELECTION CRITERIA (ALLOCATION OF POINTS) FOR EMPANELMENT OF FIRMS:

Annexure-I

Sl. No.	Selection Criteria	Minimum Criteria	Basis of Marks	Marks per criteria	Maximum marks
1.	Year of Establishment of the Firm	At least 01 (one) Year in Profession as on date of Application	No. of years	01(one) per year in existence (fraction of the year to be ignored)	05 (five)
2	No. of Partners in the Firm, who are with the applicant firm for a minimum period of one year as on date of application.	02 (two) Partner	No. of Partners	03 (three) marks for each Partner	15 (fifteen)
3	No. of Qualified Assistants (Chartered Accountants/Cost Accountants) employed with the Firm	01 (one) qualified Assistant	No. of qualified Assistants	02 (two) marks for each qualified Assistant	06 (six)
4	No. of Semi-Qualified Assistants (CA-IPCC /CMA - Inter) employed with the Firm	02 (two) semi-qualified Assistant	No. of semi-qualified Assistants	01 (one) marks for each semi qualified Assistant	08 (eight)
5	Experience of the Firm in Physical verification of Fixed Assets and Stores in Power Sector Companies (refer note Sl. No. I, II, III & IV below)	02 (two) Assignment	No. of assignments	5 (five) per year of assignment	35 (thirty-five)
6	Experience of the Firm in Physical verification of Fixed Assets and Stores in Companies (other than Power Sector) (refer note Sl. No. I,II, III & IV below)	02 (two) Assignment	No. of assignments	3 (three) per year of assignment	21 (twenty-one)
7	Audit firms having Office (s) (Registered Office/ Branch) located in India	Registered office/ Branch office in India	North Eastern Region #	10	10 (ten)
			Other than North Easter Regions	Nil	
				Total	100

North Eastern Region includes Assam, Meghalaya, Arunachal Pradesh, Nagaland, Manipur, Mizoram, Tripura and Sikkim for purpose of the EOI.

Note:

- I. Sl. no. at 5 and 6: Experience during the period of the FY 2019-20 to the FY 2023-24 only shall be considered while carrying out evaluation.
- II. Power Sector at Sl. No. 5 would mean industries/entities engaged in generation / transmission / distribution of electricity.
- III. Sl. No. at 5 and 6: In case of firm's experience in Power sectors Companies and in other Companies (other than power sector), entities with minimum annual turnover of Rs.500.00 (five hundred) crore in the year for which physical verification of assets and stores were assigned to the firm would only be considered.
- IV. For MSE bidders without prior experiences, marks for items at sl. 5 and 6 as per minimum qualifying marks shown under the column "Minimum criteria" will be awarded/considered for bid evaluation.
- V. Documentary evidence in support of each of the above-mentioned criteria are required to be submitted.

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

6. Empanelment Criteria

- i) NEEPCO shall evaluate the bids on the basis of submittals of the bidder. The highest ranked 12 (twelve) bidders, who obtain maximum Marks (i.e. H1 to H12) in the marking system indicated at **Annexure-I** under Clause 5.2 above, shall be empaneled.
- ii) In case of a tie, the firm of Chartered Accountants / Cost Accountants/ LLPs with higher no. of assignments in "Power sector Companies" will be preferred for the purpose of empanelment. If still there is a tie, a firm with a higher no. of assignments in "Other than power sector Companies" will be preferred. In case of a tie again, a firm with a longer period of existence since its establishment will be considered.
- iii) Empanelment of the Firms shall remain valid for 3 financial years with from the FY 2024-25, which may be extended by 01 (one) more year.

7. List of documents/ information to be submitted along with Bid. (To be submitted online under Section-V)

- a) Relevant documents in support of bidder's credentials as indicated at Annexure-I, Clause 5.2 of Section-III, Instruction to Bidders of the Bid Document for detailed assessment of the bid.
- b) Any other document in support of the application which the Firm / Company may deem fit.

All the above documents and other relevant supporting documents submitted along with the bid shall be signed and sealed by the authorized signatory of the Bidder.

8. Disqualification / Ineligibility of Bidders:

Even though the bidders meet the qualifying requirement, they are subject to be disqualified even after award if they either directly in its own name or indirectly in any other name in carrying out of its business have:

- (a) been convicted by any Investigating Agencies of Central/State Government or if any Criminal, Fraud, Corruption Cases or Charges that may be proceeding against them in a Court of Law as on the latest date of submission of Bid.
- (b) been involved in the Corrupt or Fraudulent or collusive or coercive Practices as defined in Clause 9 below; and/or
- (c) made misleading or false representation(s) in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- (d) been declared ineligible/ blacklisted / debarred from qualification / participation in tenders.
- (e) any record of poor performance / poor workmanship / defaults / termination for failure in execution of awarded services, discharging any obligations or abandonment of any works / service contracts awarded by NEEPCO or Govt. Ministry / Department / Public Sector Undertaking/ Autonomous Body / Financial Institution/ Court etc.
- (f) If the Firm fails to maintain/honour confidentiality and secrecy of the Company's data and other information.

- (g) Overwriting/correction/erase and/or use of white ink should be avoided in the offer. However, if any overwriting/correction/erase is inevitable, the same should be authenticated with the signature & seal of authorized person of applicant firm.
- (i) The Company reserves the right to accept / reject any or all the offers without assigning any reason whatsoever thereof.

A Declaration to this effect under Form F-3, Section-V of Bid Document shall be submitted by the bidders.

9. NEEPCO's Right to accept any Bid and to reject any or all Bids

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

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

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

10. Submission of Documents Offline

- 10.1 Apart from online submission, the following documents are required to be compulsorily submitted physically (offline mode) by the due date and time of receipt of offline documents, which shall be addressed to the address as mentioned in Clause 10.3 (Section-I) of Detail NIB, by hand or by registered Post / Courier in a sealed envelope superscripted as **"Hard Copy of documents against EO/NIB No. ----- Dated ----- for Empanelment of Firms in NEEPCO for Physical Verification of Assets and Stores for the Financial Year 2024-25, 2025-26 & 2026-27.** NEEPCO reserves the right to reject any bid, offline documents of which are received after the prescribed due date & time. NEEPCO will not be responsible for any postal delay.
- (a) Payment receipt of Bid Fee deposited through SB-Collect of State Bank of India, in original.
 - (b) Power of Attorney (as per format provided at Form F-5, Section-V of Bid Document), in original.

- 10.2 The bid submitted shall become invalid if any discrepancy is noticed between the documents uploaded online and corresponding hard copies submitted offline.
- 11. Acceptance of Bid**
- 11.1 NEEPCO is not bound to accept any Bid and shall not give reasons for the acceptance or rejection of a particular proposal.
- 12. General Information**
- 12.1 Every page of the Bid submittals shall be signed by a person duly authorized to sign on behalf of the Bidder. .
- 12.2 All information provided by the applicant will be treated as strictly confidential.
- 12.3 Bidders are advised that, it is the NEEPCO's preference to empanel 12 (twelve) Firms of Chartered Accountants/ Cost Accountants/ LLPs based on ranking (H1 to H12) on evaluation of the bids.
- 12.4 NEEPCO may abort this process of empanelment of Firms for conducting physical verification of Fixed Assets and Stores, at any point of time, if it so desires.
- 12.5 NEEPCO shall not be responsible for the payment of any expenses incurred by any firm in the preparation and submission of Bid proposal.
- 12.6 Any communication requesting further information on the required services to be provided or on the Bidding process itself or for any other purpose relating to the Bid document shall be made in writing (including e-mail) prior to the date stipulated in the NIB and forward it to the following address:

The Chief General Manager (Tech),
i/c Contracts & Procurement,
NEEPCO Ltd., Lower New Colony,
Shillong, Meghalaya – 793003,
E-mail ID: contract@neepco.co.in.

xxxxx

SECTION-IV
CONDITIONS OF APPOINTMENT

1. Assignment and duration of Appointment.

1.1 Based on the evaluation of the bids, NEEPCO shall empanel 12 (twelve) Firms of Chartered Accountants/ Cost Accountants/ LLPs. The period of Empanelment shall be 3 (three) years with effect from the FY 2024-25, which may be extended by 01 (one) more year, subject to satisfactory performance of the Firms and approval of the appropriate authority of NEEPCO. The performance of the Firms shall be evaluated based on their services offered, decision for extension of service period shall be solely at the discretion of NEEPCO.

1.2

- i. The cut-off date for physical verification shall be the as per Asset Reports (ERP generated) as on “30th September” of relevant year or as decided by Management in case of Fixed Assets. However, for physical verification of Stores, balances as on the last date of the calendar month prior to the physical verification date shall be considered.
- ii. Physical verification team: Physical Verification team of the Firm should consist of adequate number of qualified/ semi-qualified assistants led by a partner for each of the assigned Unit of the Company.
- iii. The firms assigned the works will start the job by the last week of October or the first week of November of each financial year and will submit their physical verification report(s) along-with all details/reconciliation etc by 15th of December of the same financial year. However, in case of exigencies of the Company, the said time schedule may change.
- iv. The assignment shall be time bound and time shall be the essence of the assignment.
- v. The qualified firm will be empanelled for a period of 03 (three) years from the FY 2024-25, which may be extended by 01 (one) more year. However, works will be awarded to the eligible Firms on year to year basis as per the agreed terms & conditions, subject to the satisfactory performance and approval of the appropriate authority.
- vi. The tenure of appointment shall be at the sole discretion of the Company. However, it is expressly stated here that the said tenure is not to be construed as assured and the Company reserves the right not to re-engage at its sole discretion without assigning any reason thereof.
- vii. 100% payment shall be made on submission of physical verification reports by the Firms and acceptance of the same by the Company.
- viii. Company shall deduct TDS/any other tax/levy as per prevailing rules/rates.
- ix. The Firm shall not sub-contract the assigned work.
- x. No partner of the Firm should be related to either Chairman and Managing Director or any Whole Time Directors or Part Time Directors of the Company within the meaning of the Companies Act, 2013, Neither the Firm nor its partner(s) or associates should have any interest in the business of the Company. The Firms will be required to issue certificate of independence.

1.3 NEEPCO reserves the right, to terminate the services of the empanelled Firms at any time without giving any prior notice.

2 Fees / Remuneration

2.1 Unit-wise fees and man-days for conducting Physical verification of Assets and Stores shall be as per **Annexure-II below.**

Fee and man-days structure

Sl. no.	Unit (Office/Project/Plant)	State where located	Fees per FY # (in Rs.)	Maximum period (in working days) to complete PV
1	Corporate Office, Shillong	Meghalaya	1,00,000.00	12(twelve)
2	Guwahati Office	Assam	70,000.00	08 (eight)
3	New Delhi Office	NCT, Delhi	25,000.00	03 (three)
4	Kopili Hydro Power Station (275 MW), Umrongso	Assam	1,30,000.00	15 (fifteen)
5	Panyor Lower Hydro Power Station (405 MW), Yazali	Arunachal Pradesh	1,00,000.00	12 (twelve)
6	Pare Hydro Power Station (110 MW), Doimukh	Arunachal Pradesh	60,000.00	08 (eight)
7	Kameng Hydro Power Station (600 MW), Kimi	Arunachal Pradesh	1,00,000.00	12 (twelve)
8	Doyang Hydro Power Station (75 MW), Wokha	Nagaland	60,000.00	08 (eight)
9	Tuirial Hydro Power Station (60 MW), Kolasib	Mizoram	60,000.00	08 (eight)
10	Assam Gas Based Power Station (291 MW), Bokuloni (Tinsukia)	Assam	80,000.00	10 (ten)
11	Agartala Gas Based Power Station (135 MW), R. C. Nagar (Agartala)	Tripura	70,000.00	08 (eight)
12	Tripura Gas Based Power Station (101 MW) and Monarchak Solar Plant (5 MW), Monarchak, Sonamura	Tripura	70,000.00	08 (eight)

The above fees are ex-firm's office in NE region and exclusive of applicable taxes.

The said fees are ex- firm's office in NE region. Travelling, Fooding and Lodging expenses ex- firm's office in NE region will be arranged by NEEPCO.

3 Confidentiality

3.1 The Firms' physical verification teams shall work with strict confidentiality and shall ensure that the data and any other information in respect of the Units of the Company is dealt with in strict confidentiality and secrecy. A "Non - disclosure agreement" (as per **Appendix – B**) towards maintaining confidentiality shall be executed between NEEPCO and the Firms before commencement of the jobs.

3.2 The provisions of this condition shall apply during the period of appointment and thereafter.

4 Assignment and Sub-Contracting

4.1 The Empanelled Firm cannot assign or sub-contract any portion of this service.

5 Quality of Service

- 5.1 NEEPCO may reject, without the necessity of prior legal proceedings, the service or any part thereof rendered by the Firm(s), which in its opinion does not possess the qualities required under the works awarded
- 5.2 Should the Empanelled Firm(s) for any cause whatsoever, become unable or fail to carry on the service with efficiency, or should he refuse or neglect to comply with the directions given to him by NEEPCO, or in any other respect, act contrary to the terms of the engagement, then NEEPCO shall have the power to terminate the order awarded.

6 Other Provisions

- 6.1 When an award of work is made under the terms outlined in this document, the terms and conditions and provisions herein shall constitute an integral part of the Services between the two parties and therefore the consequent provisions shall apply.
- 6.2 Each and every sentence, and each and every Section and Provision of these Conditions shall be severable, and in the event any one or more of the same is declared invalid or unenforceable by a court of law or tribunal, the balance shall survive.
- 6.3 Each Party stipulates that it has full power and authority to enter into and perform this awarded works, and the person signing the agreement on behalf of the Empanelled Firms is properly authorised and empowered to sign it, and each Party further acknowledges that it has read these Conditions, understands them, and agrees to be bound by them.
- 6.4 No provision of these Conditions shall be deemed waived, amended, or modified by either Party unless such waiver, amendment or modification be in writing and signed by the Party against whom it is sought to enforce the waiver, amendment or modification. No waiver by either Party of any particular breach of these Conditions shall, for any purpose at any time, be construed as or deemed to be waiver of any succeeding or continuing breach or breaches.

7 Right to Information Act.

- 7.1 NEEPCO is classed as a 'Public Authority' within the meaning of the Right to Information Act. The Act creates a general right of access to information held by public authorities (subject to certain exemptions.) Therefore, any information the bidders / Firms supply to NEEPCO may be made available on demand (in accordance with the provisions of the Right to Information Act.)

8. Settlement of Disputes:

8.1 Amicable Settlement:

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

9. Arbitration:

- 9.1 **The parties to the dispute, prior to referring the dispute to the Arbitrator/or Arbitrators as the parties may mutually decide, first draw up the specific terms of reference/issues by way of a separate Joint Agreement, which shall be filed before the Arbitrator or Arbitrators for commencing the proceedings.**
- 9.2 No dispute or difference of opinion, whatever, shall be referable to the Arbitration after the expiry of period of 3 (three) years from the date when such dispute or difference of opinion arises.
- 9.3 The bidder will ensure that the obligation under the Contract shall continue during Arbitration proceedings and dispute, and no payment due from either party shall be withheld on account of such proceedings except to the

extent that may be in dispute.

- 9.4 Arbitration proceedings shall be held at Shillong / Guwahati and the language of the Arbitration proceedings and that of all documents and communications between the parties shall be English.
- 9.5 The expenses of the Arbitrators, as determined by the Arbitrator, shall be shared equally by the Corporation and the Insurer. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its case prior to during and after the Arbitration proceedings shall be borne by each party itself.
- 9.6 The Arbitrator appointed shall have no power to award interest on any claim referred to the Arbitration. No claims for interest or damages on whatsoever count will be entertained by the Corporation with respect to any dispute, difference or misunderstanding between the Corporation and the bidder.
- 9.7 There shall be only one Arbitration proceeding for adjudicating all the disputes under the Contract. Hence, Arbitration should be invoked by the parties by combining all the disputed issues together. Issues/Disputes arising out of the same cause of action cannot in any case be referred to Arbitration more than once subject to agreement by all the parties including Arbitrator.

10 Governing Law & Jurisdiction

- 10.1 These Conditions shall be governed and interpreted in accordance with the law for the time being in force in the Republic of India and Jurisdiction of courts for dispute resolution shall be appropriate courts of Shillong.

XXXXXXXXXX

SECTION-V

BIDDING FORMS AND APPENDIXES

All The Form and Appendix To be submitted on line along with the Bids

TABLE OF CONTENTS:

1.	Bid Form	: Form F-1
2.	Warranty Form	: Form F-2
3.	Self Declaration	: Form F-3
4	Bank Details	: Form F-4
5.	Power of Attorney	Form F-5
6.	MSME Undertaking	Form F-6
7	Bid Security Declaration	Form F-7
8	Documents to be submitted in support of Credentials	: Appendix A
9..	Non-Disclosure Agreement	: Appendix B

BID FORM

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

Date

To,

The Chief General Manager (Tech),
I/c Contracts & Procurement Deptt.,
NEEPCO Ltd., Lower New Colony,
Shillong, Meghalaya – 793003.

Sub: Acceptance of Terms & Conditions of Tender for **Empanelment of Firms of Chartered Accountants/ Cost Accountants/ LLPs in NEEPCO for physical verification of Fixed Assets and Stores for the financial year 2024-25, 2025-26 & 2026-27**

Ref: NIB No. ----- Dated -----.

Dear Sir,

- i) I/ We have downloaded / obtained the tender document(s) for the above-mentioned Tender from the web site <https://etenders.gov.in>.
- ii) I/We hereby certify that I/We have read all the terms and conditions of tender document (including all Annexure(s), Forms, Schedule(s), Appendix etc.), which shall be part of the contract and I/We shall abide hereby all Terms & Conditions contained therein.
- iii) The Corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
- iv) I/We hereby unconditionally accept all the Terms and Conditions of above-mentioned tender document and corrigendum(s) as applicable.
- v) In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject my bid.
- vi) I/We confirm that our bid shall be valid up to 180 (one hundred eighty) days from the date of opening of bids.
- vii) I/We hereby certify that all the statements made and information supplied in the enclosed Annexures, Forms and additional data etc. furnished herewith are true and correct.
- viii) I/We have furnished all information and details necessary for demonstrating our qualification and have no further prominent information.
- ix) I/We certify that I/we shall comply with the eligibility requirements as per Bid documents.

Date:.....

Place:.....

Signature:.....

Name :.....

For and on behalf of the Firm

Seal :.....

WARRANTY FORM

(To be given on Company Letter Head)

M/s. _____ having its registered office at _____ having carefully studied all the Bid document pertaining to **“Empanelment of Firms of Chartered Accountants/ Cost Accountants/ LLPs in NEEPCO for physical verification of Fixed Assets and Stores for the financial year 2024-25, 2025-26 & 2026-27”** vide NIB No. _____ Dated _____ and do hereby warrant that:-

1. The Firm is familiar with all the requirements of the Service as per bid document.
2. The Firm has satisfied himself regarding the character of the Service.
3. The Firm accepts all risks directly or indirectly connected with the performance of the Service.
4. The Firm has not been influenced by any statement or promise of the Company, but only by the Contract Document.
5. The Firm is experienced and competent to perform the Services within the scope indicated in the Bid Document.
6. The statement submitted by the Firm is true.

(Signature)

For and on behalf of the Firm.
Full Address with e-mail _____

SELF DECLARATION

(The bidders are required to submit Form F-3: Self Declaration on a Non-Judicial Stamp Paper of appropriate value duly Notarized as per Clause 8, Section-III, Instruction to Bidders).

We (name of the bidder)..... do hereby solemnly affirm and declare as follows:

1. We undertake that we shall not engage in corrupt or fraudulent or collusive or coercive or restrictive practices in competing for the award of the services described therein pursuant to the said bid document and, in the event of empanelment upon the acceptance of our bid pursuant to the said Bid Document, in the execution of the service and shall strictly observe and comply with the stipulations contained in the Bid Document as also under all the laws in force in India.
2. We underscore the importance of a free, fair and competitive bidding process that precludes fraudulent use. We have neither offered nor granted, directly or indirectly, any inadmissible advantages to any public servants or other persons in connection with this bid, nor we offer or grant any such incentives or conditions in the present bidding process or in the event that the service is awarded and subsequent execution of the service.
3. We also underscore the importance of adhering to minimum social standards ("Core Labour Standards") in the implementation of the service. We undertake to comply with the Core Labour Standards ratified by the country of India. We will inform our staff about their respective obligations and about their obligation to obey the laws of the country of India.
4. We undertake that it, either directly in its own name or indirectly in any other name, in carrying out of its business, has not been convicted by any Investigating Agencies of Central/State Government or if any Criminal, Fraud, Corruption Cases or Charges that may be proceeding against them in a Court of Law as on the latest date of Bid submission; been involved in the Corrupt or Fraudulent or collusive or coercive Practices as defined in Clause 8, Section-III of Bid Document; made misleading or false representation(s) in the forms, statements and attachments submitted in proof of the qualification requirements.
5. We hereby declare that there is no pending case with the Police/ Court/ IRDAI/ SEBI/ other Regulatory Authorities against the Proprietor/ Firm/ Partner/ Company/ Directors/ Employee. We have not been suspended/ delisted/ banned/ blacklisted/ debarred by any other Govt. Ministry/ Department/ Public Sector Undertaking/ IRDAI/ SEBI/ Autonomous Body/ Financial Institution/ Court etc.

We certify that neither our firm nor any of the partners are involved in any scam or disciplinary proceedings settled or pending adjudication.

We hereby undertake and confirm that we have understood the scope of service properly and shall comply with the terms of appointment.

Date:.....

Place:.....

Authorized Signatory:.....

Name :

Seal :

SECTION-V
FORM F-4

BANK DETAILS

(To be given on Company Letter Head)

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

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

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

Authorized Signatory

Name:
Official stamp with Date

Note: Please enclose one cancelled cheque for E-Payment

SECTION -V
FORM F-5
POWER OF ATTORNEY FORM

[On Non-Judicial Stamp Paper of Appropriate to value]
(Bidders shall submit Power of Attorney online and Original copy Offline)

To,

The Chief General Manager(Tech),
I/C ,Contracts & Procurement,
North Eastern Electric Power Corporation Ltd.,
Brookland Compound, Lower New Colony,
Shillong-793003
Meghalaya, India

KNOW BY ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED,(Name)....., (Title)..... of M/s.(Name of the Company), lawfully authorized to represent and act on behalf of the said company, a company formed and existing under the laws of(Name of Country) with a REGISTERED/PRINCIPAL OFFICE/PLACE OF BUSINESS at (Complete address) (THE "EXECUTANT") does hereby make, constitute and appoint Mr.(name of Attorney), (Title) of M/s. (Company), whose signature appears below, to be the true and lawful attorney, and authorise said Attorney to conduct negotiations with North Eastern Electric Power Corporation Limited (THE "OWNER"), to sign the tender and Contract Agreement, and to execute all the necessary matters related thereto in the name and on behalf of the said company in connection with NIB No ----- for "**Empanelment of Firms of Chartered Accountants/ Cost Accountants/ LLPs in NEEPCO for physical verification of Fixed Assets and Stores for the financial year 2024-25, 2025-26 & 2026-27**", issued by North Eastern Electric Power Corporation Limited (THE "OWNER"). Whereas the undersigned is fully authorised to deliver such Power of Attorney to above named person/Company.

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

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

Signature of Attorney Attested
Signature of Attorney.....
Attested by

For (Name of the EXECUTANT)
(Signature of authorised representative.....)

(Name of authorised representative.....)
(Designation of authorised representative.....)
(Seal of the Company)

Witness:
Signature:
Name:
Designation:

[Notarized/ legalized]

Notes:

- ★ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- ★ Bidder should submit for verification the extract of the charter documents and documents such as a resolution of its Board of Director/ power of attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the Bidder.
- * Strike out the form, if not applicable for the bidder.

SECTION-V
FORM F-6

(To be given on Company Letter Head)

UNDERTAKING FOR BIDDERS WHO ARE REGISTERED AS MICRO/ SMALL ENTERPRISE (WHEREVER APPLICABLE) WITH CERTIFICATES FROM CONCERNED AUTHORITIES

(Bidders, who are registered as Micro/Small Enterprises shall submit the undertaking online)

1. I/We confirm that the provisions of Micro and Small Enterprise are applicable to us and our organization falls under the definition of the following Category:

i) [] – **Micro Enterprises**

ii) [] – **Small Enterprises**

Please tick in the appropriate option box [] and attach relevant documents/certificate* issued by any of the Authority mentioned below as evidence to their applicability of Micro and Small Enterprises:

- District Industries Centers (DICs)
- Khadi & Village Industries Commission (KVIC)
- Khadi & Village Industries Board (KVIB)
- Coir Board
- National Small Industries Corporation (NSIC)
- Directorate of Handicrafts and Handloom
- MSEs registered under Udyam Registration (UR) portal
- Any other Body specified by Ministry of Micro, Small and Medium Enterprises (MoMSME)

* The registration certificate issued from any one of the above agencies must be valid as on close date of the tender.

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

Dated _____

Signature of Bidder _____

Note :- MSME Registration Certificate to be uploaded.

SECTION-V
FORM F-7

BID SECURITY DECLARATION

(Bidders shall submit this Bid Security Declaration on Company's Letter head online)

I/We(Name of Bidder/Company)....., hereby accepts that if I/We withdraw or modify my/our bid submitted against tender for "Empanelment of Firms of Chartered Accountants/ Cost Accountants/ LLPs in NEEPCO for physical verification of Fixed Assets and Stores for the financial year 2024-25, 2025-26 & 2026-27" vide NIB No. _____

Dated _____, after the bid opening during the period of bid validity and extension(s) thereof, I/We will be suspended from participating in future tenders of the Corporation for a period of 2(two) years from the date of issue of notice of such suspension by the Corporation.

Dated _____

Signature of Bidder _____

SECTION – V

APPENDIX - A

Documents to be submitted in support of Credentials

The bidders are required to submit following documents in support of their credentials as per Clause 5.2 and 7 of Section-III, Instruction to Bidders. Supporting documents shall be uploaded on line as well as hard copy.

Format of the offer

1. Detail of Establishment

Name of the Firm	
Registration No. of the Firm:	
Date of Registration of the Firm:	
PAN No. of the Firm:	
GST Registration No. :	

2. Details of Head Office & Branch Office(s):

Head Office:

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

Branch office 1:

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

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

3. Detail of Partners

SI No.	Name of the Partner(s)	Membership No.	Date of joining the firm as Partner	No. of years completed in full time practice	Supporting document

4. Detail of qualified Assistants

SI No.	Name of the qualified Assistants	Membership No., if any	Date of joining the firm	No. of years completed in the firm	Supporting document

5. Detail of semi-qualified Assistants

SI No.	Name of the semi-qualified Assistants	Whether CA-IPCC/CMA-Inter	Date of joining the firm	No. of years completed	Supporting document

6. Details of Experiences of firm in Physical Verification (PV) of Assets and Stores in Power Sectors Companies from FY 2019-20 to FY 2023-24:

Sl. No.	Name of the Company/Unit	FY for which PV conducted	Type of PV – Fixed Assets / Stores	Date/Month of PV completion	Annual Turnover of the Company for the relevant FY	Supporting documents
1.						
2.						
3.						
4.						

7. Details of Experiences of firm in Physical Verification (PV) of Assets and Stores in Companies (other than Power sector) from FY 2019-20 to FY 2023-24:

Sl. No.	Name of the Company/Unit	FY for which PV conducted	Type of PV – Fixed Assets / Stores	Date/Month of PV completion	Annual Turnover of the Company for the relevant FY	Supporting documents
1.						
2.						
3.						
4.						

Declaration:-

I, _____, Partner of the Firm/LLP _____, hereby declare that the above information furnished is true & correct to the best of my knowledge and I will abide by the Terms & Conditions set by the company for the appointment of Physical Verification

Auditors.

Signature of Authorized Partner with Name &
Seal

Note:

1. Documentary evidence in support of all the above information including copy of PAN & GST registration are to be furnished along with the bid.
2. All pages of the terms & conditions and documents submitted are to be signed/sealed by the authorized person along with seal of the firm.
3. For counting the Firm's experience as at Sl. No.6 and 7 above, fraction of the of the year shall be counted as below:
 - For 06 (six) months and above: 01 (One) Year
 - For less than 06 (six) months - Nil Year

NON-DISCLOSURE AGREEMENT

[On Non-Judicial Stamp Paper of Appropriate to value]

THIS AGREEMENT MADE ON THIS THE _____ DAY OF _____, 2024

BY AND BETWEEN

..... having their registered office at and having its registered office at _____ (hereinafter referred to as “**Firm**”, which expression shall unless repugnant to the context or meaning thereof, include its successors in interests and assigns) OF THE ONE PART;

AND

North Eastern Electric Power Corporation Limited having their registered office at Brookland Compound, Lower New Colony, Shillong – 793 003, Meghalaya, India (hereinafter referred to as “**NEEPCO**”/ “**Company**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include, its representatives and permitted assigns) OF THE OTHER PART;

The FIRM and the COMPANY shall hereinafter be referred to as such or collectively as “Parties” and individually as “Party”.

WHEREAS both the Parties herein wish to pursue discussions and negotiate with each other for the purpose of entering into a potential business arrangement in relation to **Physical verification of Fixed Assets and Stores** (“Proposed Transaction”);

AND WHEREAS the Parties contemplate that with respect to the Proposed Transaction, both the Parties may exchange certain information, material and documents relating to each other’s business, assets, financial condition, operations, plans and/or prospects of their businesses (hereinafter referred to as “Confidential Information”, more fully detailed in clause 1 herein below) that each Party regards as proprietary and confidential; and

AND WHEREAS, each Party wishes to review such Confidential Information of the other for the sole purpose of determining their mutual interest in engaging in the Proposed Transaction;

IN CONNECTION WITH THE ABOVE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. “Confidential and or proprietary Information” shall mean and include any information disclosed by one Party (Disclosing Party) to the other (Receiving Party) either directly or indirectly, in writing, orally, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs and code). Confidential information shall include, without limitation, any materials, trade secrets, network information, configurations, trademarks, brand name, know-how, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/ or future business and operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Disclosing Party. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.

2. The Receiving Party shall refrain from disclosing, reproducing, summarizing and/or distributing Confidential Information and confidential materials of the Disclosing Party except in connection with the Proposed Transaction.

3. The Parties shall protect the confidentiality of each other's Confidential Information in the same manner as they protect the confidentiality of their own proprietary and confidential information of similar nature. Each Party, while acknowledging the confidential and proprietary nature of the Confidential Information agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorized disclosure or use of the Confidential Information.

4. Confidential Information shall at all times remain the property of the Disclosing Party and may not be copied or reproduced by the Receiving Party without the Disclosing Party's prior written consent.

5. Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.

6. The Receiving Party may disclose the Confidential Information only to the Receiving Party's employees and consultants on a need-to-know basis. The Receiving Party shall have executed or shall execute appropriate written agreements with third parties, in a form and manner sufficient to enable the Receiving Party to enforce all the provisions of this Agreement.

7. Confidential Information, however, shall not include any information which the Receiving Party can show:

i) is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of the Receiving Party; or

ii) was already in its possession free of any such restriction prior to receipt from the Disclosing Party; or

iii) was independently developed by the Receiving Party without making use of the Confidential Information; or

iv) has been approved for release or use (in either case without restriction) by written authorization of the Disclosing Party.

8. In the event either Party receives a summons or other validly issued administrative or judicial process requiring the disclosure of Confidential Information of the other Party, the Receiving Party shall promptly notify the Disclosing Party. The Receiving Party may disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or legal process; provided however, that, to the extent practicable, the Receiving Party shall give prompt written notice of any such request for such information to the Disclosing Party, and agrees to co-operate with the Disclosing Party, at the Disclosing Party's expense, to the extent permissible and practicable, to challenge the request or limit the scope thereof, as the Disclosing Party may reasonably deem appropriate.

9. Neither Party shall use the other's name, trademarks, proprietary words or symbols or disclose under this Agreement in any publication, press release, marketing material, or otherwise without the prior written approval of the other.

10. Each Party agrees that the conditions in this Agreement and the Confidential Information disclosed pursuant to this Agreement are of a special, unique, and extraordinary character and that an impending or existing violation of any provision of this Agreement would cause the other Party irreparable injury for

which it would have no adequate remedy at law and further agrees that the other Party shall be entitled to obtain immediately injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.

11. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual/ reasonable attorney's fees. The Parties acknowledge that as damages may not be a sufficient remedy for any breach under this Agreement, the non-breaching party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.

12. Neither Party shall be liable for any special, consequential, incidental or exemplary damages or loss (or any lost profits, savings or business opportunity) regardless of whether a Party was advised of the possibility of the damage or loss asserted.

13. Both the Parties agree that by virtue of the Parties entering into this Agreement neither Party is obligated to disclose all or any of the Confidential Information to the other as stated in this Agreement. The Parties reserve the right to disclose only such information at its discretion and which it thinks, is necessary to disclose in relation to the Proposed Transaction.

14. Both the Parties agree that this Agreement will be effective from the date of execution of this Agreement by both Parties and shall continue to be effective till the Proposed Transaction is terminated by either Party by giving a thirty (30) days' notice, in case either Party foresees that the Proposed Transaction would not be achieved.

Notwithstanding anything contained herein, the provisions of this Agreement shall survive and continue after expiration or termination of this Agreement for a further period of five year(s) from the date of expiration.

It being further clarified that notwithstanding anything contained herein, in case a binding agreement is executed between the Parties in furtherance of the Proposed Transaction, the terms and conditions of this Agreement shall become effective and form a part of that binding agreement and be co-terminus with such binding agreement and shall be in effect till the term of such binding agreement and shall after its expiry and or early termination shall continue to be in force in the following manner:

i. years after the termination of the binding agreement

ii. years after the expiry of the binding agreement

(whichever is earlier)

15. Each Party warrants that it has the authority to enter into this Agreement.

16. If any provision of this agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision hereof shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

17. This Agreement may be executed in two counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

18. The relationship between both the Parties to this Agreement shall be on a principal-to-principal basis and nothing in this agreement shall be deemed to have created a relationship of an agent or partner between the Parties.

19. This Agreement shall be governed by the laws of India. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Shillong, for any action or proceeding regarding this Agreement. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996, including any amendments thereof. The arbitration tribunal shall be composed of a sole arbitrator, and such arbitrator shall be appointed mutually by the Parties. The place of arbitration shall be Shillong, India and the arbitration proceedings shall take place in the English language.

20. Additional oral agreements do not exist. All modifications and amendments to this Agreement must be made in writing.

21. The Agreement and/or any rights arising from it cannot be assigned or otherwise transferred either wholly or in part, without the written consent of the other Party.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONFIDENTIALITY AGREEMENT IN DUPLICATE BY AFFIXING THE SIGNATURE OF THE AUTHORISED REPRESENTATIVES AS OF THE DATE HEREIN ABOVE MENTIONED.

Signature and stamp of Bidder.