

EXPRESSION OF INTEREST

FOR

APPOINTMENT OF COST ACCOUNTANT FIRM FOR CONDUCTING COST AUDIT IN POWERTEL FOR THE FINANCIAL YEAR 2024-25



पावरग्रिड टेलीसर्विसेज लिमिटेड

PowerGrid Teleservices Limited

(A Wholly Owned Subsidiary of Power Grid Corporation of India Limited)

(A Government of India Enterprise)

Registered Office:

B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110016

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

**NOTICE INVITING EXPRESSION OF INTEREST (EOI) FOR
APPOINTMENT OF COST ACCOUNTANT FIRM FOR CONDUCTING
COST AUDIT IN POWERTEL FOR THE FINANCIAL YEAR 2024-25**

POWERGRID Teleservices Limited (PowerTel), a wholly owned subsidiary of Power Grid Corporation of India Limited (POWERGRID), a Government of India Enterprise, invites Expression of Interest (EOI) from **reputed Cost Accountant Firms having offices in Delhi (as per records of The Institute of Cost Accountants of India)** for appointment as Cost Auditor for the financial year 2024-25 for its Telecom Business. The appointment of Cost Auditor shall initially be for one-year (F.Y 2024-25) which can be further extended on annual basis for a maximum period of 3 (Three) years on same fees, terms and conditions based on the experience gained by PowerTel.

The Notice Inviting Expression of Interest along with annexure on scope of work, selection criteria and general terms and conditions etc. are available at POWERGRID website www.powergrid.in and e-procurement portal <https://etender.powergrid.in>. In addition, Expression of Interest (EOI) sent to The Institute of Cost Accountants of India for uploading on it's website.

The same can be downloaded from POWERGRID website-www.powergrid.in or e-procurement portal <https://etender.powergrid.in> from **03.09.2024 to 18.09.2024** (up to 1100 Hrs). Any updates to the EoI Documents shall be hosted on POWERGRID website and e-procurement portal <https://etender.powergrid.in>. The interested Cost Accountant Firms are requested to ensure that all updates are considered while submitting the Application. Interested Applicants to get themselves registered at the <https://etender.powergrid.in> .

The offer is to be submitted consisting of credentials for evaluation of qualification criteria and financial offer.

Application for EoI must be submitted online on the e-procurement portal <https://etender.powergrid.in> on or before 1100 Hours on **18.09.2024**. The portal will not allow submission of applications beyond the due date and time, as specified.

**APPOINTMENT OF COST ACCOUNTANT FIRM FOR CONDUCTING COST
AUDIT IN POWERTEL FOR THE FINANCIAL YEAR 2024-25**

(OPEN COMPETITIVE BIDDING)

(SINGLE STAGE TWO ENVELOPE BIDDING)

SPEC NO.: NR1/NT/S-MISC/DOM/ZA2/24/12077

DATE : 03.09.2024

FUNDING : DOMESTIC

1. Introduction

1.1 POWERGRID Teleservices Limited (hereinafter referred to as 'PowerTel' or 'Company'), a wholly owned subsidiary of Power Grid Corporation of India Limited a Government of India Enterprise (hereinafter referred to as 'POWERGRID') is a public sector undertaking under the administrative control of the Ministry of Power, Govt. of India.

2. POWERGRID Teleservices Limited (PowerTel), a wholly owned subsidiary of Power Grid Corporation of India Limited, a Government of India Enterprise, **invites Expression of Interest (EoI) from reputed Cost Accountant Firms having offices in Delhi (as per records of Institute of Cost Accountants of India)** for appointment as Cost Auditor for the financial year 2024-25 for its Telecom businesses. The appointment of Cost Auditor shall be initially for one-year (FY 2024-25), which can be further extended on an annual basis for a maximum period of 3 (Three) years on the same fees, terms and conditions.

In case your firm is interested to be considered for the above EoI, you may submit your Application to the Company. The terms and conditions with regard to the submission of Application, scope of work, evaluation/selection process is detailed below:

3. Scope of Work

The scope of work is as detailed in **Annexure I**.

4. **Selection Criteria**

4.1 The Selection Criteria is as detailed in **Annexure II**.

5. **Eligibility and General Terms and Conditions**

5.1 Any Bidder/Applicant from a country which shares a land border with India will be eligible to bid only if the Bidder is registered with the Competent Authority as per order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order). Registration should be valid at the time of submission of bids as per Clause 6.7 and at the time of Notification of Award as per Clause 7.0.

However, the aforesaid condition for registration of Bidders from countries (even if sharing land border with India) shall not be applicable to Bidders from such countries to which Government of India has extended lines of credit or in which Government of India is engaged in development projects.

For the aforesaid purpose,

- (i) "Bidder" means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- (ii) "Bidder from a country which shares a land border with India" for this purpose means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

(iii) The beneficial owner for the purpose of (ii) (d) above will be under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has controlling ownership interests or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement or voting rights;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(iv) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Further, the successful Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. This restriction on subcontracting shall not be applicable for procurement of raw materials, components, sub-assemblies etc. However, in case of finished goods procured directly/indirectly from the vendors from the countries sharing land border

with India, such vendor will be required to be registered with the Competent Authority.

The Bidder shall in its Application submit a certificate in compliance to DoE order as per the given format.

- 5.2 Consultants / Firms, who are executing contract(s) or has executed contract(s) in the past for the Employer (Owned as well as Consultancy) and any of the following event(s) have been encountered during contract(s) execution, shall not be eligible to bid for the package(s) whose originally scheduled date of bid opening falls within the specified period reckoned from the date of determination by the Employer of such event as below:

Sr. No.	Event	Period for which Application(s) / bid(s) shall be considered as non-responsive/ not eligible
1.	Termination of Contract due to Consultant's / Contractor's default	1 year
2.	Encashment of CPG due to non-performance	1 year
3.	More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/ suppliers as Direct payment, under an existing Contract, due to financial position of Consultant / Contractor	1 year
4.	Firm has been referred to NCLT under Insolvency & Bankruptcy Code (<i>IRP has been appointed or Liquidation proceedings have been initiated under IBC</i>)	Till the firm comes out of Resolution process

PowerTel shall be the sole judge in this regard and PowerTel's interpretation of the aforesaid event(s) shall be final and binding.

Notwithstanding the above, in case any of the event(s) as per Clause 5.2 is encountered afresh even prior to opening of Second Envelope/Price Part Bid of any package, the bid of such bidder/Applicant shall be considered as non-responsive/not eligible for that package.

5.3 The **General Terms & Conditions** are as detailed in **Annexure - III**.

6. **Instructions relating to submission of Application**

6.1 Bidding will be conducted through Open Competitive Bidding procedures as per the provisions of EoI Documents and the contract shall be executed as per the provisions of the Contract. Bidders may note that POWERGRID has uploaded its 'Works and Procurement Policy and Procedures' (WPPP) document along with its Modification/Amendment and its updation on POWERGRID's website i.e., <http://www.powergrid.in>. It shall be noted that no other party, including the Bidder, shall derive any right from this 'Works and Procurement Policy and Procedures' (WPPP) document or have any claim on the POWERGRID/PowerTel on the basis of the same. The respective rights of the POWERGRID/PowerTel and the Bidder/Applicants shall be governed by the EoI Documents for this package. The provisions of the EoI Documents shall always prevail over that of 'Works and Procurement Policy and Procedures' (WPPP) document in case of contradiction.

6.2 Applications against EoI are invited through Open Competitive Bidding procedures as per the provisions of EoI Documents through 'POWERGRID Reverse Auction and Integrated Tendering (PRANIT)' portal i.e., <https://etender.powergrid.in>. Further, the complete EoI Documents, are available to the Bidder/Applicants through 'POWERGRID Reverse Auction and Integrated Tendering (PRANIT)' portal i.e., <https://etender.powergrid.in>.

Bidders/Applicants are requested to read the 'Bidders Manual and Pre-Requisite Document' available on 'POWERGRID Reverse Auction and Integrated Tendering (PRANIT)' portal through website <https://etender.powergrid.in> before proceeding for submission of Application. It is important to note that bidders/Applicants can submit their applications online only through <https://etender.powergrid.in>.

The complete EoI Documents are available at POWERGRID's website <http://www.powergrid.in> as well as on portal <https://etender.powergrid.in>. However, in case of any contradiction between the EoI Documents at POWERGRID's website and those at the portal, the latter shall prevail. Bidders/Applicants shall download the EoI Documents from the portal <https://etender.powergrid.in>, as per the provisions available therein. Interested bidders can download the EoI Documents and commence preparation of bids to gain time.

Bidders/Applicants shall ensure that their bids/Applications, complete in all respects, are submitted online through POWERGRID's e-tendering portal only. **No DEVIATION in this regard is acceptable.**

Kindly note that to submit the bids/Applications electronically, bidders/Applicants must have a valid Class 3B Digital Certificate (signing and encryption/ decryption certificate).

For proper uploading of the bids on the portal namely <https://etender.powergrid.in> (hereinafter referred to as the 'Portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting from PowerTel, as and when required, for which contact details are mentioned below. PowerTel in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid/ Application in accordance with the relevant provisions of EoI Documents.

- 6.3 The EoI documents are meant for the exclusive purpose of EoI against this specification and shall not be transferred to any parts or reproduced or used otherwise for any purpose other than for which they are specifically uploaded.
- 6.4 Bidders are requested to open the following link for pre-requisite system settings of PRANIT portal and manual/video tutorial regarding information for bid submission:

https://etender.powergrid.in/new_logon2/User_Help_Menu.html

In case any technical issue remains unresolved, Bidder may contact the ERP SRM Helpdesk support as per the details below:

Phone No - 0124-2823456 (with call hunting feature)

Timings - 9:00 am To 6:00 pm

Bidders are advised to contact the Helpdesk minimum 2 working days before Bid Submission Deadline for assistance.

Note- At the time of submission of the bid, Bidders are required to make sure that:

1. The First Envelope excel with file named **"First Envelope and Bid Forms"** must be uploaded along with the bid.
2. The Second Envelope excel with file named **"Price schedule"** must be uploaded along with the bid.

As per the provisions of the portal, it is mandatory to upload aforesaid excel files with titled as indicated above (*Bidders may refer user manuals at the portal <https://etender.powergrid.in> regarding submission of bid*).

- 6.5 Interested bidders/Applicants may obtain further information regarding this EoI Documents from the office of DGM (CS)/AM (CS), PowerTel at the address given below from 15:00 hours to 17:00 hours on all working days.

POWERGRID Teleservices Limited

(A wholly owned subsidiary of Power Grid Corporation of India Ltd.)

B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016

Kind Attn.: DGM (CS)/AM (CS)

Mobile: +91-9434748278/ +91-7417499766

Email Address: ranvijay@powergrid.in/ spashutosh@powergrid.in

- 6.6 A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the EoI Documents.

6.7 Documents Comprising the Application

The Application should include a Letter of First Envelope Application along with its various Attachments/Forms (*First Envelope Application*) and a Letter of Second Envelope Application and its Schedules (*Second Envelope Application*) signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm.

I. Hard Copy part of the Application:

Hard copy part of the Application shall comprise of following documents to be submitted in sealed envelope as part of First Envelope:

- (i) Application as per format at **Annexure - IV**
- (ii) Power of Attorney.
- (iii) Any other document specified, duly signed and stamped on each page.

Bidders shall note that no document is required to be submitted as part of Second envelope in Hard Copy

Documents required to be submitted as part of the Hard Copy Part of the Application shall be scanned and uploaded as part of First Envelope in Soft Copy Part of the Application as per provisions of Clause 6.7 (II).

All these documents shall however be furnished by the successful bidder(s) at request of PowerTel, in original/hard part as per requirement specified in the EoI documents. Further, no change shall be permitted in the content of hard copy and earlier submitted scanned copy. Bidder shall also submit an undertaking to this effect along with the soft part of the Application as per **Attachment-8** of the EoI Documents along with the Application. Bidder may also note that the undertaking inter-alia contains provision to the extent that non-submission of these documents as above shall be considered as withdrawal of the Application and would be treated accordingly.

The provisions specified at other clauses of the EoI Documents shall be read in conjunction with the provisions specified hereinabove.

Notwithstanding the above, PowerTel reserves the right to modify/revise or restore the provisions keeping in view the changes in the circumstances.

II. Soft Copy part of the Application

Soft copy part of the Application shall comprise of following documents to be uploaded on the Portal as per the provisions therein:

(a) As part of First Envelope (Technical Application)

(i) The Electronic Form/Template of the Application for First Envelope, as available on the portal, shall be duly filled.

(ii) Letter of First Envelope Application in MS Word format, duly completed by the Applicants, together with the following attachments as given in the EoI documents:

(a) **Attachment-1:** Application as per format at **Annexure - IV**.

(b) **Attachment-2:** Power of Attorney (submission in "Original")

A power of attorney, duly notarized, indicating that the person(s) signing the Application has(ve) the authority to sign the Application and other documents and thus that the Application is binding upon the Applicants.

Further, Bidders shall furnish copy of partnership deed, in case of partnership firm, Memorandum and Articles of Association, in case of limited company, ownership certificate in case of sole or proprietorship firm.

- (c) **Attachment-3:** Documentary evidence in support of selection criteria.
 - (d) **Attachment-4:** Undertaking for an unconditional acceptance to Terms and Conditions of the Application
 - (e) **Attachment-5:** Confidentiality Undertaking as per format at **Annexure - V**
 - (f) **Attachment-6:** Certification by the Bidder as per DoE Order in line with Clause 5.1
 - (g) **Attachment-7:** Declaration by the Bidder regarding events encountered pursuant to Clause 5.2 as per format at **Annexure - VI**
 - (h) **Attachment-8: Undertaking regarding submission of original/Hard copy part of the Application** as per format at **Annexure - VII**
- (iii) **Scanned copies of all the documents mentioned at 6.7 (I) above.**
- (b) As part of Second Envelope (Financial Application)
- (i) The Electronic Form/Template of the Application for Second Envelope (Price Part) covering details regarding summary of prices, as available on the portal, shall be duly filled.
 - (ii) Letter of Second Envelope Application in MS Excel format, duly completed and signed by the Applicant, together with the following schedules as given in **EoI** documents:
 - (a) Schedule -1: FINANCIAL OFFER FOR APPOINTMENT OF COST ACCOUNTANT FIRM FOR CONDUCTING COST AUDIT IN POWERTEL FOR THE FINANCIAL YEAR 2024-25.

The soft copy of the price schedules as per above to be uploaded on the portal. Submission of Soft Copy of any documents by any other means shall not be accepted by the Company in any circumstances.

6.7.1 Submission of Application

The envelope shall

- (a) be addressed to the PowerTel at the address given below; and
- (b) bear the package name/title and number indicated in the 'Request for Application', and the statement "Do Not Open Before [date]," to be completed with the time and date as specified below:

Address for submission of Hard copy of Documents.

Address in Person or by Post:

POWERGRID Teleservices Limited
(A wholly owned subsidiary of Power Grid Corporation of India Ltd.)
B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016

Kind Attn.: DGM (CS)/AM (CS)

Mobile: +91-9434748278/ +91-7417499766

Email Address: ranvijay@powergrid.in/ spashutosh@powergrid.in

Deadline for submission of soft copy part of Application is:

Date: 18/09/2024

Time: 1100 Hrs. [Indian Standard Time (e-procurement server time)].

Deadline for submission of Hard copy part of Application: Refer Clause 6.7(I) above, regarding submission of hard Copy Part of the Application.

Application submission timelines will be defined as per the e-Procurement server clock only.

Bidders may submit any other documents which they consider relevant along with First Envelope.

All the envelopes shall also indicate the name and address of the Bidders so that the Application can be returned unopened in case it is declared "late."

6.7.2 SIGNATURE OF APPLICATIONS

- 6.7.2.1 The offer must contain the name, designation, residence and place of business of the person or persons making the offer and must be duly signed and stamped on each page by the Bidders with his usual signature.
- 6.7.2.2 Offer by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).
- 6.7.2.3 Offers by corporation/company must be signed with the legal name of the corporation/company by the President, Managing Director or by the Secretary or other person or persons authorized to furnish offer on behalf of such corporation/company in the matter.
- 6.7.2.4 The power of attorney in the name of the person signing on behalf of the Bidders shall be furnished along with the offer.
- 6.7.2.5 The Bidder's name stated on the Application shall be the exact legal name of the firm.
- 6.7.2.6 Erasures or other changes in the offer shall be authenticated by the initials of the persons signing the Application.
- 6.8 Notwithstanding above, the Company may, at its discretion, extend the deadline for submission of soft part of the application from 1100 hrs. (IST) to 1500 hrs. (IST) on the same day in case the Applicant(s) faces difficulty in submission of application on the e-Procurement portal even for reasons not attributable to the e-Procurement server. In such a case, the Applicant(s) shall however, be required to send a written communication on the e-mail IDs mentioned below for the purpose before the deadline for submission of soft part of the application i.e., 1100 hrs. (IST) on the last day of the aforesaid deadline. Any request received by the Company thereafter i.e., beyond 1100 hrs. (IST) or received prior to the day of deadline for submission of soft part of the application shall not be entertained under any circumstances. The time of receipt of such communication on the e-mail IDs mentioned below shall govern for the purpose of determining whether or not the communication has been received prior to the deadline for bid submission as stipulated. The Applicant(s) may also note that the above recourse shall, however, be adopted only once in the first such instance and no further extension on this account beyond 1500 hrs. (IST) as above shall be given by the Company.

The e-mail IDs for aforesaid purpose are:

ranvijay@powergrid.in/spashutosh@powergrid.in

6.9 The First Envelope shall be opened on **18/09/2024** in the online presence of the Applicants' representatives who choose to attend at **1130 Hours**. The Second Envelope i.e., Price Part of only shortlisted Applicants shall be opened. The Second Envelope i.e., Price Part shall be opened on a date to be intimated later in the online presence of the Applicants' representatives who choose to attend at the time and date given in the intimation for opening of Second Envelope.

6.10 The company reserves the sole right to accept or reject any or all the Applications thus received without assigning any reasons thereof.

6.11 **Clarification of Applications**

During Application evaluation, the Company may, at its discretion, ask the Applicant for a clarification of its application. In case of erroneous/non submission of documents related to/identified in Sub-Clause 6.7 (II) (a)(ii) above required to be submitted by the Applicant as per the provisions of the Application Documents, the Company may give the Applicant not more than 02 working day' notice to rectify/furnish such documents, failing which the Application shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the Application shall be sought, offered or permitted.

7. The Company will notify the successful Applicant in writing (as per proforma at **Annexure - VIII**) that its application has been accepted. The notification of award will constitute the formation of the contract.

8. Disputes or differences, if any, arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.

9. This assignment shall be governed by the Indian Laws for the time being in force and the Delhi Courts shall have the exclusive jurisdiction.

10.0 **Period of Validity of Application**

10.1 Applications shall remain valid for the period of **04 (Four) months** after the date of opening of First Envelope Application, prescribed by the POWERGRID/PowerTel, pursuant to Sub-Clause 6.9 above. An Application valid for a shorter period shall be rejected by the Owner as being non-responsive.

- 10.2 In exceptional circumstances, PowerTel may solicit the Bidder/Applicant's consent to an extension of the Application validity period. The request and responses thereto shall be made in writing or by cable. A Bidder/Applicant granting the request will not be required or permitted to modify its application.

Annexure-I

Scope of Work

Scope of work includes Cost audit of Telecom business of the Company. The audit is to be conducted under section 148 of the Companies Act, 2013 in accordance with the Companies (Cost Records and Audit) Rules, 2014, notified by Government of India, Ministry of Corporate Affairs (MCA) vide its notification dated 30.06.2014, as amended thereafter, in adherence to the relevant orders/clarification as issued from time to time by Cost Audit Branch, Ministry of Corporate Affairs, Govt. of India and the Cost Accounting standards issued by the Institute of Cost Accountants of India.

Firm shall be appointed and shall be responsible for filing of Cost Audit Report of the Company with MCA, Govt. of India in XBRL format. Minimum fee for assignment of Cost Audit by a firm will be Rs. 20,000/- for FY 2024-25. Taxes will be paid extra as applicable.

No TA/DA/Out of pocket Expenses shall be allowed apart from above mentioned fees.

All the required information for the Cost Audit shall be provided at the Corporate Office, Katwaria Sarai.

The Cost data in various formats, as required by the Companies (Cost Records and Audit) Rules, 2014 and amendment thereof and other applicable laws / acts, shall be certified by the Cost Auditor(s).

Annexure-II

SELECTION CRITERIA (POINT ALLOCATION) FOR APPOINTMENT OF COST ACCOUNTANT FIRMS

Sr. No.	Particulars	Points to be allocated	Maximum Points
1.	Year of Establishment of the Audit Firm	1(One) per year in existence (for each completed year)	15 (Fifteen)
2.	No. of Partners in the Firm who are with the Firm for a minimum period of three years as on date of application	a. 3(three) for each Partner who is ACMA b. 5(five) for each Partner who is FCMA	25 (Twenty-five)
3.	No. of Qualified Assistants (Chartered/ Cost Accountants) employed with the Firm	2(Two) per Qualified Assistant	10 (Ten)
4.	Experience of the Firm as Cost Auditor in Telecom sector company under State/Central Government (from FY 2017-18 to FY 2023- 24)	3(Three) per year per Unit/Company (*)	30 (Thirty)
5.	Experience of the Firm as Cost Auditor in State/ Central Government companies other than Telecom Sector (from FY 2017-18 to FY 2023-24)	2(Two) per year per Unit/Company (*)	20 (Twenty)
	Total Points		100 (Hundred)

(*) for example, Cost Audit of multiple units of a Company in a year shall be counted as 1(One) Cost Audit.

GENERAL TERMS AND CONDITIONS

A. Selection

- i) The panel for successful Audit Firms will be made in descending order considering the qualifying criteria. In case of the tie-on points, the firm registered earlier will be considered for appointment. The top six cost accountant firms will be shortlisted based on selection criteria (points scored). Financial offers of these top six firms shall be considered. The firm with the lowest offer for Audit assignment only shall be selected as a Cost Auditor.
- ii) If any firm of Cost Auditor who is selected for appointment as per (i) above and refuses to accept the appointment, the next firm in sequence shall be offered the appointment subject to matching the price with lowest (L1) audit firm.
- iii) Further, in case of two or more firm quoting same fee, the firm having highest points scored, and in case of the tie on points, the firm registered earlier will be considered for appointment.
- iv) The team should consist of an adequate number of qualified /semi qualified Assistants (Cost/Chartered Accountant) led by a senior partner of the Firm.
- v) The appointment of Cost Auditors shall initially be for one-year (F.Y 2024-25), which can be further extended on an annual basis for maximum period of 3 (Three) years on same fees, terms and conditions based on the experience gained by PowerTel.
- vi) The Cost audit firms will start the Cost Audit immediately after the finalization of accounts for the FY 2024-25 and will submit report within 45 days to Chief Financial Officer, POWERGRID TELESERVICES LIMITED, B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016.

B. TA/DA:

No TA/DA/Out of pocket Expenses shall be allowed apart from above mentioned audit fees.

C. Cost Audit Fee:

Cost Audit Fee shall be paid after completion of Audit and filing of Cost Audit Report with the Ministry of Corporate Affairs. TDS shall be deducted at applicable rates.

- D.** All supporting proof/ documents in respect of selection criteria must be uploaded in the portal after receipt of User ID and Password. The User ID and Password will be sent to the email ID indicated in the online application form on submission of the data. Cost Audit Firms will be shortlisted strictly on the basis of documents uploaded. The firms are requested to make sure that the scanned copy is clearly legible.

E. Other terms and conditions:

The appointment of auditors is subject to the following Compliance/ Declarations/ Certificates:

- a) The EOI should be unconditional. Conditional EOI shall be out-rightly rejected;
- b) Only selected firms will be intimated about their selection in due course;
- c) The Audit Firm shall not sub-contract the work;
- d) The audit team will ensure that the information in respect of the operation of the Area/Unit is dealt in strict confidence and secrecy;
- e) No partner of the Audit Firm are related to Managing Director/whole time Director or part-time Director of company within the meaning of clause (77) of section 2 of the Companies Act, 2013 read with rule 4 of the Companies (Specification of definitions details) Rules, 2014;
- f) Neither the firm nor its partner or Associates have any interest in the business of Company;
- g) The auditor will be required to issue certificate of Independence and arm's length relationship with the Company;
- h) The Cost Auditors shall have prime responsibility to ensure that he does not violate the limits specified under section 141 (3)(g) of the companies Act, 2013;

- i) The Cost Auditors shall be free from any disqualification under Section 148 of the Companies Act, 2013. In addition to this, Audit Firm must not be holding any assignment as Statutory Auditor or Internal Auditor/ Physical verifier of POWERGRID and its Subsidiaries for relevant financial year;
- j) Cost Audit firm will not be offered more than one appointment as Cost Auditor for POWERGRID and its Subsidiaries;
- k) Where a Cost Accountant is a Partner/Owner of more than one firm, in such case, only one firm shall be allowed to take part in the EOI process of PowerTel. If it is found that more than one Firms having common partners makes application in the EOI initiated by PowerTel, than applicant with highest evaluated points among the firms (having common partners) shall only be considered and applications of other firms (having common partners) shall stand cancelled;
- l) The partners should hold certificate of practice issued by Institute of Cost Accountants of India and should be in whole time practice;
- m) The Audit Firm will be debarred from getting, in future, the Cost audit in POWERGRID and its Subsidiaries in the following cases:
 - i) If the firm obtains the appointment on the basis of false information/false statement.
 - ii) If the Firm does not take up audit in terms of appointment.
 - iii) If the Firm does not submit the audit report, complete in all respect in terms of appointment.
 - iv) If the Firm violates any of the stipulations under clause (a) to (l).
- n) The Cost auditor shall undertake that data given to the Auditor by PowerTel and any information generated from the data provided shall not be used by the Auditor for any other purpose.
- o) The offer should be submitted strictly as per the terms & conditions laid down in the EOI document. All documents, duly stamped and signed, are to be uploaded as a token of acceptance of all terms and conditions.
- p) Application must be submitted online on the portal on or before due date of submission, complete in all respect. Incomplete applications will be rejected out-rightly without assigning any reasons. Application sent through Fax or E-mail will not be entertained. The Email used for Registration will be used for all the correspondences and hence, the firms may ensure that the active email must be filled while submitting online application.

- q) Jurisdiction of Courts: Any dispute arising out of or in respect of the contract will be subject to the jurisdiction of Courts at New Delhi only.

- r) Disclaimer: PowerTel reserves the right to accept or reject any or all responses and to request additional submissions or clarification from one or more Applicant(s) at any stage or to cancel the process entirely without assigning any reason.

- s) After filling the online application and submission, an User ID and Password will be sent to the email ID indicated in the application. The firm is requested to Login with the User ID and Password, upload all the supporting documents, download the PDF format of filled online application, upload after duly signed and stamped.

Annexure-IV
Attachment-1

**FORMAT OF APPLICATION FOR APPOINTMENT OF COST AUDITOR IN
POWERGRID TELESERVICES LIMITED FOR THE FINANCIAL YEAR 2024-25**

1. Name of the Firm:

2. Registration No. of the Firm:
(Institute of Cost Accountants of India)

3. Date of Registration of the Firm:

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

Head Office:

Address	Date of Establishment	Contact No(s)	E-mail

Branch Office 1

Address	Date of Establishment	Contact No(s)	E-mail

Branch Office 2

Address	Date of Establishment	Contact No(s)	E-mail

Branch office 3

Address	Date of Establishment	Contact No(s)	E-mail

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

5. Details of Partners in the Firm:

Sl. No	Name of the Partner	Membership No.	Membership Status ACMA/ FCMA	Date of joining the firm as Partner
1.				
2.				
3.				
4.				

6. Details of Qualified Assistants

Sl. No	Name of the Assistant	Membership No.	Membership Status ACMA/FCMA	Date of joining the firm as Qualified Assistant
1.				
2.				
3.				
4.				

7. Details of Experience in Telecom Sector companies under State/Central Government (from FY 2017-18 to FY 2023-24)

Sl. No.	Name of the Company/Unit	Year of Cost Audit Conducted

1.		
2.		
3.		
4.		

8. Details of Experience in State / Central Government companies other than of Telecom Sector (from FY 2017-18 to FY 2023-24)

Sl. No.	Name of the Company/Unit	Year of Cost Audit Conducted
1.		
2.		
3.		
4.		

9. Income Tax PAN No. of the Firm:

10. GST Registration No.:

11. Bank details for e-payment:

1.	Bank Name	
2.	Branch Name, Address	
3.	Type of account-Saving/ Current	
4.	Bank Account Number	
5.	IFSC Code No. of the Bank Branch	

Note:

Self-attested documentary proofs in support of all above criteria are to be uploaded after filling up the form and receipt of User ID and Password in the email indicated in the form.

Declaration

- This is to certify that all the information given above is true and correct to the best of my/our knowledge. If it is found later that the information is false or wrong, my/our application shall be liable to be rejected.

- I/We hereby confirm that all terms and conditions as specified in the EOI and Annexures thereto have been accepted by us.

Note:

- i) Based on Online application submitted by each Firm in the portal, shortlisting will be done as per Selection Criteria mentioned in Annexure-B of EOI.

- ii) Hard copy of the Application will not be entertained in any circumstances.

Annexure - V

Attachment-5

Appointment of Cost Accountant Firm for conducting Cost Audit in PowerTel for the financial year 2024-25.

(Spec. No. NR1/NT/S-MISC/DOM/ZA2/24/12077)

Proforma for Confidentiality Undertaking

CONFIDENTIALITY UNDERTAKING

Date.....

POWERGRID Teleservices Limited with its principal office at B-9, Qutab Institution Area, Katwaria Sarai, New Delhi (the company), is willing to make available to M/s.with its office atsubject to the terms of this confidentiality undertaking (the undertaking), certain non-public information for providing consultancy services for **Appointment of Cost Accountant Firm for conducting Cost Audit in PowerTel for the financial year 2024-25 (Spec. No. NR1/NT/S-MISC/DOM/ZA2/24/12077).**

Any such information received and acknowledged by M/s..... in this manner is referred to in this Undertaking as the 'information'.

The information will be deemed to be confidential. Unless otherwise agreed to by the company in writing, M/s.....will hold the information confidential and will not divulge or disclose the information, or make the information available to any person or entity, other than employees, working on behalf of M/s..... M/s.will make appropriate arrangements to ensure that any such individuals will be covered by the provisions of this undertaking. M/s.will not use the information for any purpose other than for providing consultancy services for **Appointment of Cost Accountant**

Firm for conducting Cost Audit in PowerTel for the financial year 2024-25 (Spec. No. NR1/NT/S-MISC/DOM/ZA2/24/12077).

This undertaking will not apply to any information or material:

- a) Which is in the public domain without any breach of this undertaking?
- b) Which is already in M/s.possession as at the date of this undertaking

This undertaking shall be governed by and construed in accordance with the laws of India.

Signature for an on behalf of

M/s.....

Authorized Signatory

Appointment of Cost Accountant firm for conducting Cost Audit in PowerTel for the financial year 2024-25.

(Spec. No. NR1/NT/S-MISC/DOM/ZA2/24/12077)

(Declaration regarding events encountered pursuant to Clause 5.2 of EoI Documents)

Bidder's Name and Address:

To:

Contract Services

Name :

PowerGrid Teleservices Limited

Address :

B-9, Qutab Institutional Area,
Katwaria Sarai, New Delhi-
110016

Dear Sir,

- 1.0 In accordance with the relevant provisions of the EoI documents inter-alia including for assessment of capacity and capability, we furnish herewith our data/details/documents along with other information, as follows.

Sr. No.	Event		
1.	Whether there was Termination of Contract(s) due to Consultant's /Contractor's default	<input type="checkbox"/>	Yes
		<input type="checkbox"/>	No
2.	Whether there was Encashment of CPG(s) due to non-performance	<input type="checkbox"/>	Yes
		<input type="checkbox"/>	No
3.	Whether more than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Consultant /Contractor	<input type="checkbox"/>	Yes
		<input type="checkbox"/>	No
4.	Firm has been referred to NCLT under Insolvency & Bankruptcy Code (<i>IRP has</i>	<input type="checkbox"/>	Yes [@]
		<input type="checkbox"/>	No

Sr. No.	Event	
	<i>been appointed or Liquidation proceedings have been initiated under IBC)</i>	

Note:

1. Information regarding events at Sl. No. 1 to 3 shall be furnished for events occurred during last one year under the contract(s) executed by you for POWERGRID (Owned as well as Consultancy)

@2. Regarding Sl. No. 4, in case of 'Yes', following information shall be submitted additionally:

Date on which the firm has been referred to NCLT under Insolvency & Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC)

.....

*Whether the process under IBC has been concluded
(If yes, supporting documents be submitted)*

Yes
 No

2.0 We confirm that the above information/declarations and documents submitted in support of the same are true and correct to the best of our knowledge. We understand that any false declaration and/or misrepresentation of facts and/or false/forged documents/information may lead to our debarment from participation in POWERGRID (Owned as well as Consultancy) tenders and that our Bid Security/Contract Performance Guarantee may be forfeited besides other actions as deemed to be appropriate as per the provisions of the EoI Documents/Integrity Pact/POWERGRID's/PowerTel's policy.

Date :

Printed Name :

Place :

Designation :

Appointment of Cost Accountant Firm for conducting Cost Audit in PowerTel for the financial year 2024-25.

(Spec. No. NR1/NT/S-MISC/DOM/ZA2/24/12077)

(Undertaking regarding submission of original/Hard copy part of the bid)

Bidder's Name and Address :

To:

Name:

Contract Services

Address:

PowerGrid Teleservices Limited,
B-9, Qutab Institutional Area,
Katwaria Sarai, New Delhi-110016

Dear Sir,

1.0 We have read the provisions of the EoI documents regarding submission of original/ Hard copy part of the bid. Accordingly, as **per Clause 6.7(I)** of the EoI Documents, we hereby confirm the following:

- (i) We have uploaded the scanned copy of the requisite documents in accordance with the EoI provisions along with the soft part of the Application.
- (ii) We shall furnish all the original/Hard copy part of the Application in physical form on receipt of request from the PowerTel. Further, there shall be no contradictions/ inconsistencies between the documents submitted in physical form and the scanned version submitted along with the soft part of the Application.

2.0 We also accept that in case of our failure of submission of documents in original/hard part, the same shall be considered as withdrawal of Applications and PowerTel has the right to take punitive measures against us as deemed fit.

Date:

Printed name:

Place:

Designation:

[Note: The Bidder shall submit the undertaking on the company's letterhead].

Notification of Award

[on letterhead paper of the Company]

Ref. No. :

Date :

.....(*insert Agency's Name & Address*).....

.....

.....

.....

Attn : Mr.....

Sub. : Notification of Award for (*insert name of the Package*)
Specification No.:
Open Tender Invitation. (Project Funding: Domestic).

Dear Sir,

1.0 REFERENCE

This has reference to the following:

1.1 Our Invitation for Expression of Interest (EoI) dated

1.2 EoI documents for the subject package downloaded by you from the portal
<https://etender.powergrid.in>.

1.2.1 Amendment/Errata No. to EoI Documents issued to you vide our letter
no. dated
*(Applicable only if any Errata/Amendment to the EoI Documents has been issued
subsequently)*

1.2.2 Clarifications to the EoI Documents issued to you vide our letters no.
dated *(Use as applicable)*
(Applicable only if any clarification to the EoI Documents has been issued subsequently)

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO THE AGENCY AFTER ISSUANCE OF EoI DOCUMENTS UP TO APPLICATION OPENING)

- 1.2 First envelope of your Application submitted for the subject package under Application reference no. dated was opened on (Use as applicable)
- 1.3 Intimation for Opening of Second Envelope of Bid issued to you through e-procurement portal <https://etender.powergrid.in>.
- 1.4 Second Envelope of your Application under Application reference no. dated was opened on.....(Use as applicable)
- 1.5 Post bid discussions we had with you on various dates from to resulting into the Minutes of Meeting/ Record Notes of Post Bid Discussions enclosed as APPENDIX (NOA)-1with this Notification of Award.

2.0 AWARD OF CONTRACT AND ITS SCOPE

- 2.1 We confirm having accepted your Application (referred to at para 1.2 & 1.4 above) read in conjunction with all the specifications, terms & conditions of the EoI Documents (referred to at para 1.1 [modify as applicable] above) and specific confirmations recorded in the Record Notes of Post Bid Discussions (referred to at para 1.5 above), and award on you the Contract for (insert name of Package alongwith name of the Project) The scope of work inter-alia includes..... (Indicate brief Scope of Work) as detailed in the documents referred hereinabove.

The scope of work under this Notification of Award (NOA) shall also include all such items which are not specifically mentioned in the EoI Documents and/or your Application but are necessary for the successful completion of your scope under the Contract for (insert name of Package alongwith name of the Project), unless otherwise specifically excluded in the EoI Documents or in this NOA.

3.0 CONTRACT PRICE

- 3.1 The total Contract Price for the entire scope of work under this Contract shall be (Specify the currency and the amount in figures & words) as per the following break-up:

Sl. No.	Item Description	Amount
1	Fee for scope of the work	
	Total	

- 4.0 The schedule for Completion of entire scope of works covered under
(insert name of Package along with name of the Project) shall be ... (indicate the completion schedule) months from the date of issue of this Notification of Award for all contractual purposes.
- 5.0 This Notification of Award constitutes formation of the Contract and comes into force with effect from the date of issuance of this Notification of Award.
- 6.0 You shall enter into a Contract Agreement with us within twenty-eight (28) days from the date of this Notification of Award.
- 7.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including the enclosed Appendix as a token of your acknowledgement.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,

For and on behalf of

.....*(Name of the Company)*.....

(Authorised Signatory)