

M.P.POWER MANAGEMENT COMPANY LIMITED

CIN No: U40109MP2006SGC018637 (A Government of M.P. Undertaking) Block No. 15 Shakti Bhawan, Vidyut Nagar, Rampur, Jabalpur- 482008 Office 0761-2702453 www.mppmcl.com

No: - GM(IAD)/MPPMCL/F-188/PP-Tender/2024-25&2025-26/38 Date: 25/10/2024

NOTICE INVITING TENDER

M.P. Power Management Company Ltd. invites sealed tenders on <u>http://www.mptenders.gov.in</u> from eligible and qualified bidders for following service as per tender specifications. The tender will be opened in the office of the undersigned as mentioned in tender time schedule (key date).

Scope of Work	Amount in ₹ (inclusive of all prevailing taxes & duties; if , any)	Amount in ₹ (inclusive of all prevailing taxes & duties; if, any)	EMD (Rs.)	Last date of Submissi on
Appointment of Chartered Accountant/Cost Accountant Firms/Companies as "Internal Auditor" for Audit of Power	Rs only. (Per month)	Rs only (for12 months/One FY)	35,000/-	11/11/2024 (15:00 Hrs.)
Purchase Bills processed during FY 2024-25 and 2025-26.	In words (Per month)	In Words (for12 months/ One FY)		

- 1. Bidding will follow e-Tender procedure on <u>https://mptenders.gov.in/</u> and is open to all Eligible Bidders.
- 2. The Bidding document is also available at <u>www.mppmcl.com</u>.
- 3. Tender document can be purchased online and downloaded from portal <u>https://mptenders.gov.in/</u> by making online payment for the prescribed non-refundable tender document fees only.
- 4. The Online Payment towards tender fee (inclusive of GST) and EMD is mandatory. The option of tender fee exemption available on E Procurement Portal is not applicable for Bidders.
- 5. Since the online bidders are required to sign their bids online using class III Digital Certificates, hence they are advised to obtain the same at the earliest. For further information, bidders are requested to contact:

Madhya Pradesh State Electronic Development Corporation Ltd, State IT Centre, 2nd Floor, 47-A, Arera Hills, Bhopal-462011, Telephone No. 0120- 4001002/4200462/ 4001005 Email: neerajpandey@mpsedc.com and support-proc@nic.in.

- 6. Bidders intending to participate in the Tender are required to get themselves trained on the e-Procurement System.
- 7. The Tender must be submitted online only along with supporting documents i.e. documents pertaining to experience, turnover, price and quantity schedule etc. as per key dates by 3 PM on the due date.
- 8. The corrigendum or addendum to the bidding document, if any, as well as any change in due date(s) of opening of tender will be published on the website https://mptenders.gov.in/ and also Company's website www.mppmcl.com but will not be published in newspaper. Hence participant bidders are advised to regularly visit the websites until the bid is not decided. The Company shall not be responsible in any way for any ignorance of the bidders about the corrigendum or addendum or change in the due date(s).
- 9. The bidders are advised in their own interest to examine the bid document, instructions, forms, terms & general information carefully before submission of bid document mentioned in the detailed bid documents under relevant clauses shall be submitted along with receipt of Tender fee, EMD at the time of submission of bid. Failure to provide any such information bid shall summarily be rejected.
- 10. The bidders are also advised to go through instruction/notes mentioned in financial bid (Annexure-IV) of bid document before submission of the bid in order to avoid rejection.
- 11. The interested bidders are requested to submit their proposal timely, as no request for time extension shall be entertained.
- 12. MPPMCL will not be responsible for any cost incurred by Bidders in connection with the preparation or delivery of Bid Proposals.
- 13. The tender inviting authority reserves the right to accept/reject the bid partially/fully without assigning any reason thereof. The decision of the tender inviting authority will be final and binding.
- 14. To obtain further information regarding bidding document, bidders may contact on Tel: 0761-2702453/9425708214 during office hours.

//Save Electricity//

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General Manager (IAD) M.P. Power Management Company Ltd. Jabalpur (M.P.)

> Signature Not Verified Digitally signed by DINESH SINGH RAJPUT Date: 2024.10.28 12:02:26 IST Location: Madhya Pradesh-MP

E-TENDER- ON LINE

M.P. POWER MANAGEMENT COMPANY LIMITED



TENDER DOCUMENT (BID DOCUMENT)

FOR

APPOINTMENT OF CHARTERED ACCOUNTANT / COST ACCOUNTANT FIRM AS *INTERNAL AUDITORS*

FOR AUDIT OF POWER PURCHASE BILLS

(FY 2024-25 & 2025-26)

(TENDER DOCUMENT COST ₹ <u>1,120</u>/-)*

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(* including GST)

DISCLAIMER

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

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



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<u>SECTION – I</u>

TERMS & CONDITIONS OF CONTRACT

1. INTRODUCTION & BACKGROUND

M.P. Power Management Company Limited (MPPMCL) is the holding company for the three electricity distribution companies in the state of Madhya Pradesh. These distribution Companies are: Madhya Pradesh Madhya Kshetra Vidyut Vitran Company Limited (MPMKVVCL) at Bhopal, Madhya Pradesh Poorva Kshetra Vidyut Vitran Company Limited (MPPKVVCL) at Jabalpur and Madhya Pradesh Paschim Kshetra Vidyut Vitran Company Limited (MPPKVVCL) at Indore. Apart from these, two other subsidiaries namely STPCL (Shahpura Thermal Power Co. Ltd) and BTPCL (Bansagar Thermal Power Co. Ltd) do also exists. The Company is incorporated under the Companies Act, 1956 and has its registered office at Shakti Bhawan, Rampur, Jabalpur (M.P.), 482008 while it has a Regional Office, at E-4, Arera Colony, (Opposite Bhojpur Club), Bhopal- 462023. The Company has been vested with the function of power procurement for the three distribution companies. The scope of work of M.P. Power Management Company Limited (hereinafter referred to as "MPPMCL" or "the Company") includes:

- Purchase of electricity from Central / State Sector and other sources as per policies and directive of the Govt. of M.P.
- (ii) Sale of electricity to Distribution Companies of M. P. and Others;
- (iii) Compliance of various provisions, regulations, notifications, clarification, etc. notified or issued by Ministry of Power (MoP)/ Madhya Pradesh Electricity Regulatory Commission (MPERC)/ Central Electricity Regulatory Commission (CERC) etc.
- (iv) Maintain cash flow mechanism between MPPMCL and all the three DISCOM as per GoMP notification.

The Company desires to engage a reputed Chartered Accountant firm or Cost Accountant Firm (hereinafter also referred to as "the Firm") as Internal Auditor for scrutiny, assistance and advise on financial book keeping, preparation of financial statements, compliance of statutory provisions with regard to Ind-AS and all applicable law relating to taxation & accounting etc.

2. SCOPE OF THE BID:

- a. MP Power Management Company Limited here-in-after called MPPMCL intends to empanel well established reputed and experienced Audit firms of Chartered Accountants (CA)/Cost & Management Accountants (CMA) for carrying out the audit of Power Purchase bills processed during the year 2024-2025 & 2025-2026. Scope for auditing of Power Purchase Bills is elaborated at <u>Annexure-9</u>.
- b. The audit shall be carried out in respect of power purchases bills processed during the period 1st April 2024 to 31st March 2025 and 1 April 2025 to 31st March 2026 as per the scope laid down in <u>Annexure-9</u>. Further as directed the scope of



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audit period will be from 1st April 2024 to 31st March 2026, with a provision of further one year extension i.e. For FY 2026-27 on the same rate, terms & conditions of this tender.

- c. <u>Submission of report</u>: The audit observations of monthly Power Purchase bills shall be submitted within stipulated time in the form of report with a cover letter as laid out in <u>Annexure-11</u> and as elaborated in the clause no (22) of this section :
- **d.** <u>**Payment Terms**</u>: The payment for work done shall be released as per payment schedule mentioned in the clause no (21) of this section.

3. OBJECTIVE OF THE BID

The objective of this assignment is:

- a. Detailed scrutiny of **Power Purchase Bills** of MPPMCL already verified and admitted for payment during FY 2024-25 and FY 2025-26. Further, this work shall have to carried-out for bills of FY 2026-27 also (subject to placement of extension order on satisfactory performance of the firm). The auditor shall have to scrutinize & report for detection of any misappropriation, fraud, irregularities, negligence and embezzlement etc.
- **b.** Establish an effective internal audit and control system and analyze the reason for the defects (if, any) and not only suggest remedial measure for the immediate problem but also propose long term measure for bringing improvement in the working of the organization.

4. ELIGIBILITY CRITERIA

- (i) The bidder(s) should be a reputed and experienced audit firm(s) of Chartered Accountants / Cost & Management Accountants.
- (ii) The Bidder firm must have been in existence for the last 10 years. However, it is categorically made clear that only those firms who have been in existence for minimum 15 years shall be entitled to secure marks as per scoring criteria laid down in the section-II (clause-18) of this bid document. It means, participation for all firms which are in existence between 10 or more years is allowed, however only those firms who have been in existence since last 15 years shall be able to secure points as laid in the scoring criteria of bid document.
- (iii) The firm must have experience in Audit of Public / large scale Sector Undertakings/ Govt. Accounts for at least a period of 5 years.
- (iv) Out of total five year experience, the Bidder firm must have minimum three year experience for conducting of audit of Power Utilities in India. A certificate duly supported with relevant documents shall also be furnished.
- (v) The Firm must be registered with CAG in case of Chartered Accountant Firm and have at least one (1) DISA/CISA qualified Chartered Accountant whereas for Cost and Management Accountant firm; they must have at least one FCMA having diploma in ISAC. As far as CMA Firms are concerned compulsion of registration with C&AG of India is not necessary.
- (vi) The Bidder firm must have its annual average turn over for the last three years not less than ₹ 50 lakhs (fifty lakhs).
- (vii) The audit team shall consist of at least SEVEN members as per detail furnished below:
 - For Chartered Accountant Firm/LLP (Limited Liability Partnership Firm)

General Manager (IAD) MPPMCL : JABALPUR

- :-
- a) One DISA/CISA qualified FCA (Fellow Chartered Accountant) having over ten years of experience. He/ She shall have to work as <u>Team</u> Supervisor and shall be required to visit at least once in a month.
- b) One <u>Team Leader</u> who must be CA with at least 5 years' experience and who shall work full time for the entrusted task of Power Purchase Bills Audit. Out of above 5 years, at least 3 years of Audit experience in Public/Private Power utilities.
- c) Two full time semi qualified CA/CMA who have three years' experience post completion of article-ship.
- d) Three assistant staff having minimum qualification of B.Com with post qualification experience of five years.

For Cost & Management Accountant Firm/ LLP :-

- a) One Diploma ISAC qualified FCMA (Fellow Cost & Management Accountant) having over ten years of experience, He/ She shall have to work as <u>Team Supervisor</u> and shall be required to visit at least once in a month.
- b) One <u>Team Leader</u> who must be CMA with at least 5 years' experience and who shall work full time for the entrusted task of Power Purchase Bills Audit. Out of above 5 years, at least 3 years of Audit experience in Public/Private Power utilities.
- c) Two full time semi qualified CA/CMA who have three years' experience post completion of article-ship.
- d) Three assistant staff having minimum qualification of B.Com with post qualification experience of five years.

The report as per the format prescribed in <u>Annexure-14 & 15</u> shall have to be submitted to MPPMCL. <u>If desired & directed by Company, the audit firm shall be</u> <u>required to deploy additional team members, so as to complete the work allotted</u> <u>within stipulated period.</u> If any retired employee of MPPMCL, MPPKVVCL (Discom East Zone, Jabalpur), MPMKVVCL (Discom Central Zone, Bhopal), MPPKVVCL (Discom West Zone, Indore) is proposed to be engaged by bidder, concurrence of MPPMCL would be required.

(viii) Conditions to be qualified for appointment: -

The bidder's shall provide to the satisfaction of MPPMCL of their capacity and adequacy of resources to carry out the contract effectively. Bids shall include the following information: -

- Copies of the original documents defining the constitution <u>OR</u> the legal status, place of registration and principal place of business, written power-of-attorney of the signatory on behalf of the bidder as commitment.
- Description of the resources available to carry out the proposed job.
- Qualification and experience of all the personnel proposed for carrying out the work.
- Information regarding any litigation, current <u>OR</u> in the past, in which the Bidder is involved, the parties concerned, the dispute (if, any) and the disputed amount.
- (ix) The audit firm must have adequate staff for carrying out the work on concurrent basis. The bidders shall have to submit an <u>undertaking on non-judicial stamp paper</u>



of requisite value, as per <u>Annexure-7</u>, to the effect that the audit firm shall deploy sufficient strength of the staff bearing requisite educational qualification & having required caliber to carry out the audit, in case the work is allotted to them.

- (x) The firm should not have been debarred / blacklisted by any department of the State or Union Government or any Government Company or its wholly owned subsidiary. Necessary undertaking as per "<u>Annexure-8</u>", shall be required to be submitted.
- (xi) No disciplinary action is pending with the Institute of Chartered Accountants of India / Institute of Cost & Work Accountants of India against the firm or against any of its partners.
- (xii) If bidder has previously worked with MPPMCL or any successor Company of erstwhile MPSEB, then their past performance must be compulsorily "Satisfactory". The undertaking in this regard (i.e. satisfactory performance of the firm) must be submitted by the firm. In case of "Un-satisfactory" performance, the firm shall not be allowed to participate in the bid process.
- 5. ESSENTIAL REQUIREMENT, PRESENCE PERIOD, ATTENDANCE & DEDUCTION THEREOF:-
 - The CA/CMA who will be deployed as "Team Supervisor" shall be required to visit at least once in a month.
 - The CA/CMA who will be deployed as "Team Leader" shall be required to present full time for audit work during all working days in a week and the team shall also consist of, two full time semi qualified CA/CMA who have three years' experience post completion of article-ship and three assistant staff having minimum qualification of B.Com with post qualification experience of five years should be present full time at the place of audit.
 - If team supervisor, team leader and other team members are not found present (as specified in above point) then deduction will be made from the fee payable based on the weightage assigned to each member of the team. Deduction will be calculated by assigning a percentage/weightage with respect to total fee for each absent team member based on their role or contribution. The bifurcation of percentage/weightage assigned to all team members is given as below:-

Team supervisor	15%
Team leader	50%
Full time semi qualified CA/CMA	20% (10% for each member)
Assistant staff	15% (5% for each member)

This deduction shall be applied on pro rata basis (i.e. per day rate shall be calculated by dividing complete audit fee payable (including taxes) with time period allocated to the firm. In case of team supervisor per month rate shall be calculated, as he is required to visit at least once in a month. However total deduction shall not exceed the 10% of the total value for this assignment (including taxes). For this the time period allocated for quarterly report (for each quarter) shall be observed for deduction (if any). Further auditor should ensure their presence by marking their signature in the register kept at the audit site/company office. Confirmation w.r.t. presence of auditor/(s) at audit site of company as required by this bid document may be asked from commercial department concerned.

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General Manager (IAD) MPPMCL : JABALPUR

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 Additionally the attendance (for confirming presence) shall have to be given monthly by the "Team leader & Executioner (Team Members)" of CA firm after certification by respective HoD of Commercial department of company to the Internal Audit Department, failing which action to deduct payable fee appropriately (as described above) could be taken by MPPMCL.

6. CLARIFICATION ON BID DOCUMENT

a. The prospective bidding firm may obtain any clarification as per the format specified in <u>Annexure-12</u> regarding the bid document by writing to: -

General Manager (Internal Audit Department) Block No (14), 3rd Floor, Shakti Bhawan Rampur, Jabalpur- 482008

b. The bidding firm is advised in its own interest to examine the bid documents, instructions, forms, terms & general information carefully before submission of bid. Failure to provide information, which is essential to evaluate the bid or to provide the timely clarification or substantiation of the information supplied or submission of bid not substantially responsive to the bid document, may result in disqualification.

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

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

8. DEVIATION FROM BID DOCUMENT

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

9. FILLING OF BID

• Bid shall be submitted online in the forms attached here-to and all blank spaces in all Annexures shall be duly filled-in. The complete form & Annexures shall be considered as part of contract documents in the case of successful bidder.



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

10. DOCUMENTS COMPRISING THE BID

The Bid shall comprise mainly EMD, Technical Bid & Commercial Bid. The Technical Bid shall comprise almost all annexures & documents except commercial Bid (Price-Bid).

The bidder shall submit the following document/information with the bid: -

- Covering letter as per <u>Annexure-1</u>
- Power of Attorney as per format Annexure-2
- Earnest Money of ₹ 35,000/- (EMD)
- Questionnaire Annexure 3
- Commercial Bid (Price-Bid) in <u>Annexure 4</u>.
- Submission of information for verification of qualification (Annexure-5)
- Deviation Proposed in <u>Annexure 6</u>.
- Other details as called-for in the bid documents or which the bidder may like to highlight.
- Undertaking 'A' and 'B' as per <u>Annexures 7 & 8</u>.
- Undertaking 'C' as per Annexure -12

11. FORMAT AND SIGNING OF BID

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

12. VALIDITY PERIOD OF THE BID

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

13. EARNEST MONEY & SECURITY DEPOSIT

(i) <u>Earnest Money Deposit</u>: The bidder shall deposit with the MPPMCL, Jabalpur, an amount of ₹ 35,000 /- online in the specified account no. and IFS code of Company. The Bank Account details in which EMD is to be deposited is given as below:-

Account Name:	RAO (CAU) MP POWER MANAGEMENT CO LTE
	JABALPUR.
Account No.	0000010238006940.
IFS code	SBIN0007934.
MICR Code	482002017.
Bank/Branch Name	SBI, Nayagaon Rampur, Jabalpur.

(ii) <u>Security Deposit</u>: An amount equivalent to 10% of the total value of the assignment (for 2 years period) is to be deposited towards Security Deposit by the successful bidder to whom the work is awarded for execution, in the form of a Bank Demand Draft/Banker's Cheque drawn on a scheduled bank in favour of MPPMCL, payable at Jabalpur, within seven (7) days from the date of acceptance of the work order by the successful Bidder.

Please note that, the EMD shall not be converted or adjusted with SD and the successful firm shall have to separately deposit the amount of Security Deposit. The refund of EMD of successful firm shall be separately dealt-with and refunded as indicated above. Failure to accept the work order within (7) days and commence the audit within one (1) month from the date of acceptance of the work order shall entail the forfeiture of security deposit and cancellation of the work order. The Security Deposit shall be returned within two months after successful completion of the assignment and after fulfilment of all necessary pre-requisites of submission of final Audit Report and presentation before Audit Committee or BoD; as per instructions of authorities of company.

(iii) For refund of EMD to the un-successful bidders, necessary action shall be taken by the MPPMCL on the request of respective bidders after final award of contract to the successful firm (i.e. after execution of contact by successful firm). For this all the unsuccessful bidders shall have to make a formal request giving complete bank details of bidders, and other relative information as may be directed by MPPMCL.

14. PRE-BID MEETING

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

15. DUE DATE OF OPENING OF THE QUALIFICATION BID/TECHNICAL BID: -

MPPMCL will open the "Qualification Bid/Technical Bid" as per time table /schedule given in the online portal of e-tender. If the opening date happens to be a holiday, (or holiday declared by department due to some or other reason) than the



bids will be opened on the next working day at the same place and time, unless notified otherwise.

16. REJECTION OF BID

MPPMCL reserves the right to reject or accept any Bid without assigning any reason thereof. However, the bid under the following circumstances shall not be accepted and such bids shall be rejected, summarily.

- (i) Bid submitted by the Partnership firms/LLP's, who have been black listed or with whom business dealing have been suspended by any State Govt./Union of India or any Public Sector Undertaking under State or Central Government. The bidder shall have to submit an "Undertaking" in this regard as per <u>Annexure 8.</u>
- (ii) The bid submitted by a person who is directly or indirectly connected with the service under Government/ Local Authority/MPPMCL.
- (iii) The bid not accompanied by the specified amount of Earnest Money and cost of Tender Document.
- (iv) Apart from above, the bid can also be rejected on other grounds if the bidding firm is not complying the terms & conditions of tender.

17. CLARIFICATION OR MODIFICATION OF BIDS:

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

SECTION - II

EVALUATION OF TECHNICAL BID

18. SCORING OF QUALIFICATION CRITERIA: -

(a) <u>On Qualification, Experience & Credentials of the firm and Audit team</u> to be engaged: -

In the first stage, the bidders' **qualifications** will be evaluated on the basis of firm's profile and relevant past experience of executing similar type of assignments, qualification and experience of the personnel of the firm.

(b) On Assessment of Capability of the Audit firm subsequent to PPT presentation & after interaction of Audit team (to be engaged) with HoDs of MPPMCL

In the second stage, the approach and methodology part will be scrutinized for each responsive bidder, through a Power Point presentation (PPT) presented by the bidder on "Understanding of the scope of work with the service deliverables and their proposed work plan". Only those Bidder's whose Qualification Proposals score 75 points or more out of 100 (including marks earned in PPT), shall be qualified for evaluation of Commercial Bid (hereinafter known as Qualified Bidders).

Sr.No.	PARTICULARS	MARKS TO BE ALLOCATED	MAXIMUM MARKS	MARKS OBTAINE D
1.	Year of establishment of the Audit firm/LLP (Limited Liability Partnership).	1 (One) mark per year in existence beyond 15 years. (Fraction of year to be ignored)	5 (Five) marks	
2.	No. of partners in the Firm/LLP who are with the firm for a minimum period of one year.	 a. 1 (One) mark for each partner (FCA/ CMA) who is associated with the firm for more than 5 years. b. 1.50 (One point five) marks for each partner (FCA/ CMA) who is associated with the firm 	10 (Ten) marks	
		for more than 10 years.c. 2 (Two) marks for each partner (FCA/ CMA) who is associated with the firm for more than 20 years.		
3.	No. of Qualified Assistants (Chartered Accountants/Cost Accountants)	1 (One) mark per Qualified Assistants	5 (Five) marks	
4.	No. of Semi-qualified Assistants (CA/CMA- intermediates) employed with the firm	1 (One) mark per semi Qualified Assistants	5 (Five) marks	
5.	Experience of the firm in power sector preferably under Central or State Government and reputed Private sector as Statutory/ Internal Auditor in last 5 years.	6 (Six) marks per year of audit (fraction of the year to be ignored)	30 (Thirty) marks	
6.	Experience of the firm in Sectors/Industries other than power under central/State Government as Statutory/Internal Auditors	1 (One) mark per year of audit (fraction of the year to be ignored)	5 (Five) marks	
7.	Experience of the Team Supervisor, Team Leader & team members to be deployed by the firm in the task entrusted by MPPMCL under this tender :-		20 (Twenty) Marks (The bifurcation of	

(AS PER CONSTITUTION OF FIRM AS ON DATE OF ISSUE OF TENDER)				
Sr.No.	PARTICULARS	MARKS TO BE ALLOCATED	MAXIMUM MARKS	MARKS OBTAIN D
	a). <u>One CA/CMA</u> – Having experience of at least <u>10 years as CA</u> and who shall supervise the entrusted task of Power Purchase Bills Audit visiting at least once in a month.	 a). 6 (Six) marks for (CA/ CMA) who shall be actually deputed by the firm for required task of Audit. 	which will be as under) : 6 (Six) marks	
	b). <u>One CA/CMA</u> - Having experience of at least <u>5 years as CA</u> and who shall work full time for the entrusted task of Power Purchase Bills Audit.	b). 5 (Five) marks for (CA/ CMA) who shall be actually deputed by the firm for required task of Audit.	5 (Five) marks	
	c). <u>Two Semi-Qualified</u> <u>CAs/CMAs:</u> The article- ship of such staff have been completed 3 years ago. For this, certificate of completion of articleship must be submitted as a mark of proof showing that 3 years have been completed by particular staff.	c). 3 (Three) marks for each Semi-Qualified CA who shall be actually deputed by the firm for required task of Audit.	6 (Six) marks	
	d) <u>Three assistants</u> – Such assistant staff members must be at least B.Com. and should have minimum experience of 5 years of audit.	 d). 1 (One) mark for each such assistants who shall be actually deputed by the firm. 	3 (Three) marks	
8.	Average Annual Turnover of the Firm during last three years	 a. 3 (Three) marks for turnover of at least ₹ 50.00 lakhs. b. 5 (Five) marks for turnover of ₹ 50.00 lakhs to ₹ 1.00 Cr. 	10 (Ten) marks	

,

(2 Sr.No.	AS PER CONSTITUTION OF PARTICULARS	MARKS TO BE ALLOCATED	MAXIMUM MARKS	MARKS OBTAINE D
		c. 10 (Ten) marks for turnover of > ₹.1.00 Cr.		
9.	On assessment of capability of the firm through Power Point Presentation (PPT) and interaction with HODs of MPPMCL of audit team supervisor, team leader and team members who are actually going to execute the task and proposed by the firm.	Overall 10 marks	10 (Ten) marks	
10.	If any letter of Displeasure / Warning has been issued during previous 5 years contracts. In case firm is debarred, then such firm is completely "Dis-qualified", from participating in the tender until the period of debarment is over.	Minus 5 for each such letter. Complete Dis-qualification.	The marks shall be deducted accordingly as minus 5 marks for each such letter. Complete Dis- qualification	
	TOTAL (Subject to deduction in Mark Advisory /Displeasure / Warr firm)		100	

NOTE :-

• Minimum 75 marks shall be required as qualifying mark.

• For all requirements indicated above <u>under point no 7</u> ("a" to "d"), a declaration must be submitted by bidders mentioning complete details of all staff including team leader, team members (indicating Name, complete Bio-data, necessary certificate of qualification & experience of the staff, "Aadhar card" copies etc (duly attested by the bidder). Please note that all these details, documents of audit team to be deputed shall have to be submitted in advance at the time of filling of bid. Further it should be noted

by all the bidders that, this criteria (ie requirement of Audit team supervisor, Audit team leader and subordinate staff shall have to be compulsorily complied with, even if bidder is securing minimum qualifying marks. It means, even if any bidder who has secured 75 or more marks aggregated from other attributes and if the bidder has not fully complied or not secured full 20 marks in this particular attribute (i.e. attribute no. 7) then even after securing minimum 75 marks, the bidder shall be dis-qualified. The bidders are therefore requested to pay due attention on this aspect and be ready to depute the desired audit team as per directives issued in the bid document for completion of job for FY 2024-25 and for FY 2025-26.

- Letter of Warning/Dis-pleasure/ (if, any) issued to the firm during previous contracts. Please, indicate the same and self-attested photocopies (bearing seal & signature of authorized signatory) be attached.
- If no such letters are issued then, "<u>NIL</u>" information in the enclosed "Undertaking" given in <u>Annexure-13</u> should also be mentioned compulsorily, which can be cross verified by MPPMCL at its end. If, the information furnished is found "Incorrect or False", then such bids could be summarily rejected.
- In case firm is debarred, then such firm is completely "Dis-qualified", from participating in the tender until the period of debarment is over.

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

- a. After evaluation of technical bid of all bidders the Commercial bid (Price bid) shall be opened for the bidders qualified in technical bid (i.e. bidders who will get minimum 75 marks in evaluation of bid as well as 20 marks in attribute no. 7 of scoring criteria). Date and time of opening of Commercial bid will be decided only after evaluation of technical bid by MPPMCL. Afterwards, evaluation of "Commercial Bid (Price-Bid)" shall be carried out by MPPMCL at its end.
- b. The Bidders shall quote the Fees as per the format mentioned in Annexure-4
- c. The Price Bids shall be ranked from the lowest to highest and the Bidder quoting the lowest fees <u>hereinafter known as L-1 quote</u>. Accordingly such lowest bidder (L-1 Bidder) will be shortlisted for carrying-out the audit work.

20. ALLOCATION OF WORK:

The appointed audit firm (L-1) may be initially allotted the work of audit of any two month's power purchase bills processed for the FY 2024-25. On the basis of the assessment of the performance of the auditor as per the specified parameters of MPPMCL (in <u>Annexure 10</u>). Management may allot further work for audit of bills. Likewise, on the basis of the assessment of the performance of the auditor as per the specified parameters in <u>Annexure 10</u>, MPPMCL shall have the right to continue or terminate the contract and allot the work to the bidder with the next lowest quote at the risk and cost of the defaulter firm.

a. If the performance of the firm (for initial two months audit task allocated to the successful firm), is found to be satisfactory then further task of remaining 10 months



(for FY 2024-25) and 12 months for FY 2025-26 shall be entrusted upon them by Company. However, MPPMCL shall have full rights to terminate the contract at any time in case of unsatisfactory performance of the firm.

- b. The appointed audit firm shall submit audit report separately (as directed in the relevant clause) for each quarter and afterwards shall submit a consolidated report after completion of work for complete FY 2024-25 and FY 2025-26 (as the case may be).
- c. <u>In case of Un-satisfactory performance</u>, MPPMCL shall have the right to terminate the contract at any time and allot the work to the bidder with the next lowest quote at the "Risk & Cost" of the defaulter firm. In such a case, the security deposit of the firm whose contract is terminated will be forfeited.

21. PAYMENT TERMS

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

Payment Schedule for FY 2024-25 & 2025-26

PART-(I)

S. N.	Event	Amount to be released
1	On submission and acceptance of 1st Report (i.e. report on audit work of initial 3 months (i.e. 1st Quarter) of respective FY in the prescribed format including Management Response and Executive Summary there- of.	15% of total work assignment (during one financial year).
2	On submission and acceptance of 2nd Report (consisting of 3 month's report for 2nd quarter of respective FY) in the prescribed format including Management Response and Executive Summary there- of.	assignment (during one
3	On submission and acceptance of 3rd Report (consisting of 3 month's report for 3rd quarter of respective FY) in the prescribed format including Management Response and Executive Summary there- of.	
4	On submission and acceptance of 4th Report (consisting of 3 month's report for 4th quarter of respective FY) as well as consolidated report for complete 12 months period of respective financial year, in the prescribed format including Management Response and Executive Summary there-of.	assignment (during one financial year).
5	Total fee to be released up to completion of event under S. No. (4)	60%

PART-(II)

S.	Event	Amount to be released
<i>N</i> .		
1	On submission and acceptance of Consolidated audit report in the prescribed format of all months (allocated to particular firm) comprising of findings & management response (after carrying-out necessary updation in quarterly reports).	10% of total work assignment.
	A PPT presentation shall also be required to be given after completion of Audit. For this the firm shall have to give a PPT after preparation of consolidated report of all the months for which the particular firm has been directed-for. In this presentation firm shall narrate the findings, basis of findings, replies & management response there-of, concrete & practical inputs for monetary savings apart from their feedback for system improvement (if, required so).	
2	On presentation of Consolidated <u>final audit report by</u> <u>AUDIT COMMITTEE</u> in the prescribed format of all months (allocated to particular firm) comprising of findings & Management <u>response</u> (after carrying-out necessary updation (if, any) in consolidated report). If required, the firm shall be required to deliver PPT (Power Point Presentation) before AUDIT COMMITTEE / BoD.	30% amount of total worl assigned (during on financial year).
	Total fee to be released up to completion of events under PART-II, as above.	40%

22. TIME LIMIT OF COMPLETION OF AUDIT & EFFECTIVE DATE FOR CALCULATION OF CONTRACT PERIOD: -

Time is the essence of work. The internal audit shall be completed within stipulated period of time as given hereunder. The effective date for calculation of contract period shall be date of execution of agreement. If the work is not completed within the stipulated time period then in such a case, penalty to the tune of 2% of the annual audit fee fixed for this assignment shall be imposed for every week's delay. However, the cumulative penalty shall not exceed 10% of the total value for this assignment.

This tender is being invited for conducting audit task of 2 years i.e. for FY 2024-25 and 2025-26, with extension clause of one year (i.e. for FY 2026-27) on the basis of satisfactory performance of the firm.

For FY 2024-25 & 2025-26 :-

As such major part/full financial year time will be available for audit of power purchase bills for respective financial year plus extra time period required for preparation of consolidated report and presentation of the same before Management and Audit Committee. Therefore, approximately 9 months plus three months' time (i.e. upto June 2025 for FY 2024-25 and June 2026 for FY 2025-26) could be reckoned as time period for this task.

1.	Submission and acceptance of 1 st Quarter Report (i.e. April to June) and Executive Summary of quarterly report.	Upto 31 th Aug. of respective financial year
2.	Submission and acceptance of 2 nd Quarter Report (i.e. July to September) and Executive Summary of quarterly report.	Upto 30 th November of respective financial year
3.	Submission and acceptance of 3 rd Quarter Report (i.e. October to December) and Executive Summary of quarterly report.	Upto 28 th February of respective financial year
4.	Submission and acceptance of 4 th Quarter Report (i.e. January to March) and Executive Summary of quarterly report.	Upto 31 th May of next financial year

Note: - (i) For all assignment the consolidated Report of all 12 months shall have to be submitted within three months from the end of respective financial year.

(ii) If all required records are timely made available by MPPMCL then all efforts shall have to be made by the firm to plan and execute internal audit in such a manner that the mandatory requirement of holding the AGM, within 6 month of closure of financial year could be achieved by MPPMCL.

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

a) Contract Period :-

The Internal Auditor of the Company would be appointed for Audit of Power Purchase bills processed during the year FY 2024-25 and FY 2025-26. As such the contract period shall be upto submission of final audit report of both years till acceptance of these audit reports by Audit Committee & Board of Directors.

b) Evaluation Of Performance :

i. Continuation of work order shall be based on performance of the firm, which shall initially be evaluated for 2 months of FY 2024-25 and based on that, necessary instructions to carry-out work for remaining months of FY 2024-25 shall be given to the firm. However, it is also made clear that even if the order is

placed on the firm for FY 2024-25 (for subsequent months) or subsequently for FY 2025-26; the same is subject to review time-to-time by MPPMCL's management and accordingly Company reserves full rights to curtail or extend the contract period based on the performance of the firm. The successful bidder or the firm which bagged the order and if not performing well, cannot lodge any claim to be continued further even if the order has been placed on them. No correspondence in this regard shall be entertained by MPPMCL.

- **ii.** The performance of the firm(s) shall be evaluated confidentially by the Company Management at its end time-to-time on certain parameters. If some shortcomings are noticed in the performance and which need immediate attention and correction from audit firm, then such points shall be communicated to the firm accordingly. If no fruitful corrective measures are taken by the firm or no distinct upgradation in the quality of audit is observed by the Management, then performance of the firm could be evaluated as "Un-satisfactory".
- iii. In case, if it is observed that the firm on whom the order has been placed, is not responding properly/promptly at the time of execution of order (i.e. execution of Agreement not in time, resulting in delay in commencement of work or non-compliance of instructions given to firm etc) or not promptly obeying the instructions delivered to them (during the whole course of Audit) for faithful execution of order ; then in such case(s), the performance of the firm could be evaluated as "Un-satisfactory" and <u>accordingly, necessary action shall be taken against the firm/bidder as indicated below in (c)</u>
- c) Termination of contract: In case of unsatisfactory performance of the successful firm (bidder), MPPMCL, reserves the right to terminate the contract, at any time before the expiry of the Contract Period or even before execution of agreement at the "Risk & Cost" of the firm, by giving a notice of 15 days. In such a case, the EMD/Security Deposit (as the case may be) of the firm shall be forfeited. Further, the firm could be de-barred for a period of 3 years in participating future tenders in MPPMCL as well as in the successor companies of erstwhile MPSEB. The intimation regarding debarring of such firm or bidder shall also be given to chapters of ICAI, ICMAI as well as to the successor companies of erstwhile MPSEB. Further if deemed appropriate by the company the intimation regarding "Debarring", "Blacklisting" of such firm can be circulated to other state/central Govt. organization

Also, the "Un-Satisfactory Performance" of the firm shall be taken into cognizance at the time of evaluating the performance of the firm while deciding future tenders of MPPMCL. Therefore only those firms who are capable enough to accomplish the job promptly (having sufficient & capable manpower and resources should participate in the tender.

d) Extension of contract :

The contract period is extendable by 1 (one) year i.e. for audit of the same task for the year FY 2026-27 also in case of satisfactory/good performance & as per discretion of



MPPMCL, on the same rate, terms & conditions of the main contract for which no separate concurrence of the appointed firm(s) would be obtained by MPPMCL.

24. CONFIDENTIALITY: -

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

25. OBLIGATION OF MPPMCL: -

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

26. PPT Presentation after conduction of audit & finalization of report :-

The audit firm shall have to give a Power Point Presentation (PPT), after finalization of audit report before authorities of Company, Managing Director and Audit Committee as and when directed highlighting complete audit process, salient points of audit findings & suggestive measures for system improvement. The audit <u>report (s)</u> should be submitted (Comprising Management Response) as per prescribed formats given in <u>Annexure 14 & 15 with this bid/tender document.</u>

27. OTHER IMPORTANT INFORMATION

- **a.** For audit of the power purchase bills the audit team will have to visit different offices of MPPMCL located at Shakti Bhawan, Jabalpur. Further if required the audit team may be required to visit at Regional Office, Bhopal also.
- b. The intending bidders may quote their fee with the clear understanding that lodging and boarding, or local conveyance charges will not be paid separately. The bidders are expected to include such expenses in their fee quoted in the Commercial Bid. However, the expenses incurred on travelling of the staff of the Internal Auditor deployed for the purpose of the Audit, while travelling between different locations of the company shall be reimbursed limited to AC-II fare for CA/CMA and AC-III for others, provided the same is with the prior permission of the Internal Audit Department of MPPMCL. No Boarding and Lodging charges will be payable by MPPMCL to the Firm.

28. DISPUTE

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

Heading	Annexure No.	Page No.
Covering Letter	Annexure 1	24-25
Power Of Attorney	Annexure 2	26
Questionnaire	Annexure 3	27 - 29
Commercial Bid (Price-Bid)	Annexure 4	30
Submission of Information for Verification of Qualification	Annexure 5	31 - 33
Deviations Proposed by Bidder	Annexure 6	34
Undertaking "A" by the Bidders regarding deployment of staff	Annexure 7	35
Undertaking "B" by the Bidders regarding Legal suit (if any), Blacklisting/Debarment etc.	Annexure 8	36
Broad Scope of Work	Annexure 9	37-39
Indicative Performance Parameters	Annexure 10	40
Covering Letter Format of Report	Annexure 11	41
Format for clarification in the tender document	Annexure 12	42
Undertaking "C" by the Bidders for their past performance	Annexure 13	43
Prescribed format for submission of Audit Report for Non-	Annexure 14	44

List of Annexures to Tender Document



IPPs (Comprising 3 sub-formats)		
Prescribed format for submission of Audit Report for IPPs (Comprising 3 sub-formats)	Annexure 15	45

Annexure - 1

COVERING LETTER

(The covering letter is to be submitted by the Bidder on the Letterhead of firm) (TO BE KEPT IN ENVELOPE - 1)

Date

To,

The General Manager (Internal Audit Department) Block No (14), 3rd Floor, Shakti Bhawan Rampur, Jabalpur- 482008

Dear Sir,

Sub: Bid for Appointment of Firm for Audit of Power purchase bills (Bid No "GM (IAD)/

MPPMCL/PP Bills Audit'2024-25 &2025-26/e-tender/RFQ-..../, Jabalpur,dtd:

.....) ".

In response to the Tender Notice, dated ------ issued by MPPMCL, we offer proposal to participate in the bidding process for selection of the Firm for "Audit of Power Purchase Bills."

We are submitting this proposal on our own. If selected, we understand that it would be on the basis of the organizational, technical, financial capabilities and experience of the firm, as specified in the bid document.

We understand that the basis for our qualification will be our proposal and that any circumstance affecting our continued eligibility under the Bid / Tender document or any circumstance which would lead or have led to our disqualification under the Bid/ Tender document, shall result in our disqualification under this process.

We hereby enclose Earnest Money Deposit (EMD) of ₹ 35,000/- in form of Demand Draft No -------- drawn in favour of MPPMCL Payable at Jabalpur.

We understand that MPPMCL is not bound to accept any or all our proposals received by it.

We declare that we have not entered into nor shall enter into any sub-contracting arrangement with any other person or firm including the other Bidders for the assignment, in connection with the preparation and/or submission of our proposal for the assignment or preparation of the bidding documents.

We submit herewith, authenticated copies of the firm's Partnership Deed (as applicable).

We declare that we have disclosed all material information, facts and circumstances to the MPPMCL, which would be relevant to and have a bearing on the evaluation of our proposal and selection.

We acknowledge and understand that in the event that MPPMCL discovers anything contrary to our above declarations; MPPMCL shall be empowered to forthwith disqualify us and our proposal, from further participation in the process.

For any further information / clarification, Mr. of our firm (Name of the Partner, address, email id, telephone number) may be contacted.

We hereby state that we have read and understood the terms and conditions of the Tender document and agree to abide by the same. We further agree to undertake the said assignment to the satisfaction of MPPMCL and as per the terms and conditions of the Tender document.

Yours faithfully,

Partner of the Bidder Firm Name & Seal of Signatory

Address:

Note: Authorized partner of the Partnership Firm will sign the letter.



POWER OF ATTORNEY

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Bid / Tender document.

Signed by the within named	[Insert the name of the	
EXECUTANT(s)] THROUGH THE HAND OF MR	DULY	
AUTHORIZED SIGNATORY		

DATED THIS DAY OF

BEFORE ME,

NOTARY

ACCEPTED

(SIGNATURE)

(Name, Title and Address OF THE ATTORNEY)

NOTE:

The mode of execution of the POWER OF ATTORNEY should be in accordance with the procedure, (if, any) and also bearing stipulated value's Stamp Duty (as specified by Government) laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.



ANNEXURE-3

QUESTIONNAIRE

S. No.	Item	Confirmation in Yes/No
1.	Whether Earnest Money Submitted :-	Yes/No
	(a) <u>If, Yes :-</u>	
	(i) Amount of EMD	
	(ii) Particulars of EMD	
	(Viz D.D./Banker's Cheque No, Bank details etc.)	
	(b) If, Exempted	
	(i) Whether the bidder is registered under MSME	Yes/No
	Act and eligible for exemption specifically for this work.	
	(ii) Whether suitable documentary evidence for exemption (as indicated above) has been enclosed.	Yes / No
2.	Whether agreed for stipulated validity period?	Yes/No
3.	Whether MPPMCL payment term is acceptable?	Yes/No
4.	Whether agreed for Security Deposit Clause?	Yes / No
5.	Whether agreed for deputing Audit team (including	Yes/No
	Team supervisor, Team leader & all Team members) as stipulated in tender document ?	
6.	Whether details of the Audit team going to be	Yes/No
	actually deputed possess desired qualification & experience?	



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7.	Whether details of the team including complete bio- data, required certificates/ documents and Aadhaar card etc (duly attested by authorized signatory of the firm) has been provided?	Yes / No
8.	Whether agreed for time period allocated for the work and ready to deliver the audit report in stipulated time period?	Yes / No
9.	(i) Whether MPPMCL's penalty clause is acceptable?	Yes/No
	(ii) Whether agreed for providing requisite audit team including senior auditors/CA? Please provide names with designation.	Yes/No
10.	Whether agreed for extension order clause?	Yes/No
11.	Whether agreed for performance clause?	Yes/No
12.	Whether firm's PAN No. & GST No has been provided? If yes -:	Yes / No
	(i) Please indicate PAN no. of firm(ii) Please indicate GST no. of firm	
13	State whether firm is Proprietary or Partnership	Proprietary Partnership
14.	If, firm is in partnership, then whether signatory's authorization letter (Power of attorney duly notarized) has been enclosed?	Yes / No
15.	Whether Bank details (For refund of EMD/SD) have been provided? If no, please provide below : (i) Bank Name (ii) Branch Name	
h	27	

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General Manager (IAD) MPPMCL : JABALPUR

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	 (iii) A/c No. (iv) IFS Code No. (v) Name of A/c holder 	
16.	Whether "Declaration / Undertaking" regarding Debarment/Warning/Displeasure (communicated to the firm; if, any) has been submitted along with bid, duly signed by authorized signatory (with seal) in the prescribed format	Yes / No

Signature of Bidder	
Name of Authorized signatory	•••••••••••••••••••••••••••••••••••••••
Designation in the firm	
Name of firm	
Firm's Seal	

General Manager (IAD) MPPMCL : JABALPUR

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FORMAT FOR THE COMMERCIAL BID (Price-Bid)

Annexure-4

COMMERCIAL BID (Price Bid)

The following shall be used as a format for the "Commercial Bid" to be submitted in Enevelope-3 of the Bid. This Commercial Price Bid shall hold good for FY 2024-25 & FY 2025-26. Further, as indicated in the clause No 23(d) of bid document, this Commercial bid shall also hold good for the extended period of contract for FY 2026-27, if MPPMCL extends the contract on its discretion and based on the performance of the firm.

Details	Amount in ₹ (inclusive of all prevailing taxes & duties; if , any)	Amount in ₹ (inclusive of all prevailing taxes & duties; if, any)
Lump sum price for carrying out internal audit work of monthly Power Purchase bills of MPPMCL as per scope of work and the terms and conditions given in the Bid / Tender document.		Rs only. (for12 months/One FY) In words (for12 months/One FY)

Note:

- i. Any overwriting or erasing in the quotation shall render the same invalid.
- ii. Where there is any discrepancy between the rates in figures and words, the words will govern.
- iii. Any difference between the original and duplicate copy of the bid, the Original Bid shall be referred.

Yours faithfully,

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General Manager (IAD) MPPMCL : JABALPUR

Partner of the Bidder Firm Name & Seal of Signatory Address:

SUBMISSION OF INFORMATION FOR VERIFICATION OF QUALIFICATION

- a) All information submitted shall be sealed and signed by the authorized representative of the firm.
- b) A brief "Profile" of the Firm's Practice and experience giving the following details clearly:

1	Name of the Firm
2	ICAI Registration No
3	CAG Registration No.
4	Permanent Account Number (PAN) of the Firm
5	Goods and Service Tax (GST) Registration No
6	Strength of manpower of Firm
7 7	Audit and Certification work done in past 5 years (along with details as Name of the client and the fees charged)
8	Experience of PSU's other than Bank and Insurance Sector. (Important :- In this regard please refer clause no 4 of this bid document also).

The firm must submit documentary evidences in support of the above mentioned details, as given in the table below:

1	Photocopy of the Certificate of Registration of the partnership with ICAI/ICMAI
2	Photocopy of the latest Certificate of Constitution of firm issued by ICAI /ICMAI
3	Documentary evidence for the CAG Registration No.
4	Photocopy of PAN Card of firm.
5	Photocopy of Goods and Service Tax Registration Certificate clearly specifying the Name and Registration No. of the CA/CMA firm
6	DISA/CISA certificates of the DISA/CISA qualified CA or Diploma ISAC for qualified FCMA

7	Audited copies of P & L A/c, Balance Sheet and Income Tax Return for last three years of the CA/CMA firm
8	Breakup of the Professional Fees of last five years, clearly indicating the fees from Audit services during the year (if not already available in the audited accounts), duly attested by its Auditor.

c) Qualification of the Ovrerall staff working with the Firm

Sl No	Qualification	No of Staff on roll
1	No. of DISA/CISA qualified CA or Diploma ISAC qualified FCMA	
2	No. of CAs/CMAs (other than mentioned in Sr No 1)	
3	No. of Semi qualified CA/CMA who have three years' experience post completion of articleship.	
4	No. of Assistant staff having minimum qualification of B.Com with experience of five years.	

d) <u>Qualification of the staff to be deputed for this Audit Task</u>

Sl No	Qualification	No of Staff to be deputed
1	No. of DISA/CISA qualified CA or Diploma ISAC qualified FCMA with 10 years experience.	
2	No. of CAs/CMAs with 5 years experience.	
3	No. of Semi qualified CA/CMA who have three years' experience post completion of articleship.	
4	No. of Assistant staff having minimum qualification of B.Com with experience of five years.	

e) Details of list of major five clients for FY 2023-24 giving the following details clearly:

1	Name of organization	
2	Form of organization (Partnership/ Proprietary/Company).	
3	Turnover	

4	Fee charged.
5	Experience/Completion Certificates of Statutory / Internal Audit from at least three clients out of the Clients as mentioned above.
6	Audited Financial Statements of the Year 2022-23 of the clients mentioned above
f)	Documentary evidence in support of the audits undertaken for Government PSU's of Utilities.
2	
3	
(Etc.)	
Your	s faithfully,
Partn	er of the Bidder Firm
Name	& Seal of Signatory
Addr	ess:
Note	:- In case of Cost and Management Accountant Firm equitable information/documentary

support to the relevant point must be provided.

DEVIATION PROPOSED BY BIDDER

The below table will contain the detailed description of deviations from the mandatory criteria (if any):-

Sr. No.	Section no. of the Bid / Tender document	Reference of Clause No.	Deviation Proposed

Yours faithfully,

Partner of the Bidder Firm

Name & Seal of Signatory

Address:

Note-

1. In case the bidder does not propose any deviations then this annexure shall be marked as *"No Deviation"* in the table above

General Manager (IAD) MPPMCL : JABALPUR

Undertaking "A" by the Bidders regarding deployment of staff

(To be submitted along with the Qualification Bid on a non-judicial stamp paper of requisite value, duly notarized)

To,

The General Manager (Internal Audit Department) Block No (14), 3rd Floor, Shakti Bhawan Rampur, Jabalpur- 482-008

Dear Sir,

<u>Sub</u>: Bid for Appointment of firm as Internal Auditor for audit of Power Purchase Bills processed during the year 2024-2025 and 2025-26.

This undertaking is submitted in respect of the appointment as Internal Auditors for audit of the power purchase bills of MPPMCL, in response to the Bid / Tender document dated ------, issued by MPPMCL and subsequent amendment thereof.

We hereby declare that:

- We shall deploy at least one FCA / FCMA (as the case may be) on the assignment having minimum 10 years of experience who shall work as Team Supervisor and responsible for the overall coordination of the audit team.
- 2) We shall deploy at least one FCA / FCMA (as the case may be) on the assignment having minimum 5 years of experience who shall be the Team Leader and work full time with the audit team/staff actually deputed for the audit task and shall work in coordination with Team Supervisor.
- We shall deploy at least two full time semi qualified CA/CMA who have three years' experience post completion of articleship.
- We shall deploy at least three assistant staff having minimum qualification of B.Com with experience of five years.
- 5) The experienced staffs deployed on the assignment shall not be the articled assistants of the firm.
- 6) The staff will maintain complete secrecy of the records and will not disclose any matter which comes to their knowledge during the conduct of internal audit, to the third party, which may adversely affect the interest of the Company.

(Signature of authorized signatory of the firm issued along with firm's seal)

Name	:	
Designation	:	
Date	:	
Place	:	



<u>Undertaking "B" by the Bidders regarding Legal suit (if any),</u> <u>Blacklisting/Debarment etc.</u>

(To be submitted along with the Qualification Bid on a non-judicial stamp paper of requisite value duly notarized)

To,

The General Manager (Internal Audit Department) Block No (14), 3rd Floor, Shakti Bhawan Rampur, Jabalpur- 482008

Dear Sir,

Sub: Bid for Appointment of firm for Audit of Power Purchase Bills processed during FY 2024-25 and FY 2025-26.

This undertaking is submitted in respect of the appointment as Internal Auditors for audit of the power purchase bills of MPPMCL, in response to the Bid / Tender document dated ---/---/202--, issued by MPPMCL and subsequent amendment thereof.

We hereby declare that:

We have never been blacklisted by any Government Department or Public Sector Undertaking of any State Government in India or the Government of India for practicing in India.

We have no pending or contemplated legal suit or criminal cases on grounds of turpitude or for violation of any other law in force.

We understand and agree that if the information mentioned above is found to be incorrect at any stage of this Bidding Process, our Bid shall be considered as non-responsive and rejected accordingly. If this undertaking is found to be incorrect post the issue of Work Order, then such Work Order issued shall automatically stand cancelled and the contract terminated, without any liability to either Party. Under such circumstances, however, we acknowledge and accept the right of MPPMCL to encash our EMD.

We further understand and agree that if the Audit is awarded to us and this undertaking is found to be incorrect after execution of the work, the order of appointments stands terminated, without any liability to either Party. Under such circumstances, however, we acknowledge and accept the right of MPPMCL to encash our Security Deposit.

(Signature of authorized signatory of the firm issued along with firm seal)

Name :		 	 	
Designa	ation:	 	 	
Place :		 	 	

General Manager (IAD) MPPMCL : JABALPUR

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BROAD SCOPE OF AUDIT OF THE POWER PURCHASE BILLS

I. Verification of Bills

- 1. The Auditor has to verify the following monthly power purchase bills :
 - a. All bills of thermal generators like MPGENCO, NTPC, DVC, IPP's etc.
 - b. All bills of hydel generators like MPGENCO, NHDC and NVDA etc.
 - c. All bills of Nuclear Power Generators.
 - d. All bills of Transmission charges like PTC, PGCIL etc..
 - e. All bills of Solar, Wind, Biomass, MSW (Municipal Solid Waste), Micro-hydel and Captive power generators.
 - f. Short term power purchase bills including open access charges, trading margin / transaction through power exchanges etc.
 - g. All bills of JV Projects like UPJVNL etc.
 - h. DSM and Reactive Energy Charges Bills.

The list indicated above is for reference only however the audit firm shall have to conduct audit of all the bills received during the stipulated Audit period.

It is clarified here that the bills which will be processed during FY 2024-25 (and subsequently which will be processed in FY 2025-26) may comprise earlier bills which are finalized during said period. Therefore audit Firm shall have to conduct audit of all such power purchase bills also.

- 2. Verification of power purchase bills (billed and passed) shall include, but not limited to:
 - i. Verification of recovery of Capacity charge, Energy charge, Transmission charge etc in accordance with all PPAs, PSAs, LoI, Bulk Supply Transmission Agreement etc. The incentive by the Generating Company and the Transmission licensee shall be based on the achievement of the operational norms specified in the relevant regulations of the Central Electricity Regulatory Commission (CERC) Terms and Conditions of Tariff Regulations 2019 (including regulations 36 to 39 and others if, applicable) and/or as per relevant Regulations in force, whether they are in line with PPAs, PSAs, LoI, Bulk Supply Transmission Agreement etc entered between Trader and Generator.
 - ii. Verification of variable charges for kWh of electricity scheduled along with the meter readings recorded or as per <u>REA /SEA/RTA</u> and also verify the variable charges supported with relevant documentation of fuel consumption and it's GCV (Gross Calorific Value).
 - iii. Verification of the Fixed Charges shall be based on PLF of respective plants and its year of operation (refer relevant schedule in power purchase agreement and also regulation).
 - iv. Verification of DSM Charges i.e. Deviation Settlement Mechanism Charges (based on the systems efficiency).
 - Checking and verification of the surcharge and rebate, payable or receivable on bills as the case may be.



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- vi. Checking and verification of Short term power purchase bills including open access charges, trading margin / transaction through power exchanges etc as per the terms of contracts with the third parties/ power exchanges.
- vii. Check and verify that TDS, if applicable has been deducted at the applicable rates of Income Tax Act 1961, Goods and Service Tax levied, if any, for the respective years.

II. Check of Compliances, Agreements, Regulations and all applicable Central/ State Acts

- 1. Check and verify whether the bills submitted are as per PPAs, PSAs, LoI, Bulk Supply Transmission Agreement etc., applicable tariff orders and MPERC/CERC and other regulations in force.
- 2. Verification of Power Purchase Agreements/MOU/Implementation Agreement with Central & State agencies/IPP's/ and JV's with other States in order to ensure that the terms of the agreements are not prejudicial to the interest of the Company (if, any; suggestions to be given for such agreement(s) to be revised in accordance with the regulations).
- 3. Verification of bidding process for purchase/sale of power from/to open market (also considering demand factor).
- 4. Verify whether norms of MOD have strictly been followed.
- Check and verify whether Sale/ purchase/ reconciliation of energy generation are in accordance with the guidelines/ instructions prescribed by the CERC/ State ERC/ Central Electricity Authority /MoP or any other regulatory body.
- 6. Verify the unit rate levied w.r.t. the respective schedule in the agreement based on the year of operation.

III. <u>Verification of DSM (Deviation Settlement Mechanism) Charges and Transmission</u> <u>charges</u>

- 1. Verify that the DSM Charges are correctly calculated w.r.t. the regulations.
- 2. Verification of the Deviation Charges shall include, but not limited to:
 - i. Verification of variations between actual net injection and scheduled net injection for the generating stations, and variations between actual net drawl and scheduled net drawl for the beneficiaries shall be treated as their respective deviations and charges for such deviations shall be governed by the Central Electricity Regulatory Commission (Deviation Settlement Mechanism and Related matters) Regulations, 2019, as amended from time to time or any subsequent re-enactment thereof.
 - II. Verification of actual net deviation of every Generating Station and Beneficiary shall be metered on its periphery through special energy meters (SEMs) installed by the Central Transmission Utility (CTU), and computed in MWh for each 15-minute time block by the concerned Regional Load Dispatch Centre.
- 3. Check and verify the correctness of Computation and Payment of Transmission Charges for PGCIL, PTC & others.

Other checks and verifications

1. Verify the records maintained for input of electricity and reconcile the same with the input of energy as per Energy Audit.

- 2. Verify that the delegation of powers is duly adhered to for passing the Bills for payment.
- 3. Check and verify whether the schedule of Mandatory Annual Shut Down by the Generator is considered and planned with an alternative supply from any other generator to meet the requirements during that period.
- 4. Check and verify whether the bill for escalation in fuel cost is in accordance with the conditions in the agreement with the Generator and are supported with proper documents.
- 5. Verify that the date of commercial operation of a generating station or unit or block thereof or a transmission system or element thereof is determined as per regulation.
- 6. To ensure prudence check; "Prudence Check means scrutiny of reasonability of capital expenditure incurred or proposed to be incurred, financing plan, use of efficient technology, cost and time over-run and such other factors as may be considered appropriate by the Commission for determination of tariff".
- 7. Verify the methodology for scheduling and dispatch for the generating station and ascertain whether the same is according to the specifications mentioned in the Grid Code.
- 8. Verify the correctness of Sharing of CDM Benefits, Deviation from norms, Deferred Tax liability, Foreign Exchange Rate Variation, Recovery of cost of hedging, application fee and the publication expenses, Power to Relax etc. as per Regulations.
- 9. Internal Auditors shall also undertake the review of liquidation damage and penalty related clauses in all PPAs.
- 10. Verification of adjustments passed on account of:
 - i. Truing up orders,
 - ii. Revision in RLDC, SLDC, RTA, RTDA account etc.
- 11. Verification of bills raised on account of curtailment of power with respect to refund of the payment made for the open access charges.

PPT Presentation after conduction of audit & finalization of report: -

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



INDICATIVE PERFORMANCE PARAMETERS

The performance of the Auditor shall be determined based on the following parameters:

- Elapsed time for issue of reports completion of audit work to draft report;
- Elapsed time for issue of reports draft to final report;
- % of recommendations accepted (not less than 50%);
- Number of repeat audit findings;
- Amount of savings potential as a result of audits;
- Amount of measurable savings achieved as a direct result of audits;
- Number of major process improvements implemented as a result of audits;
- Extent of advice given; and
- Number of best practice ideas shared
- Advice/ suggestion for improvement in respect of IABS system implemented by LTI.

General aptitude & sincerity of the audit team (along with Team Supervisor, Team leader) regarding task entrusted upon them.

In addition to the above list, the Auditor is also expected to follow and meet the minimum standards as prescribed from time to time by the MPPMCL.

General Manager (IAD) MPPMCL : JABALPUR

Annexure 11

<u>COVERING LETTER FORMAT FOR AUDITOR'S REPORT</u> ON AUDIT OF POWER PURCHASE BILLS

(NOT REQUIRED WITH THE BID SUBMISSION)

To

GM (IAD), MP Power Management Company Ltd. 3rd Floor, Shakti-Bhawan, Rampur, Jabalpur.

We have examined the Power purchase bills for the month (s) of as per attached statement.

We report that:

We have examined all the record and obtained all the information and explanations, which to the best of our knowledge and belief were necessary for the purposes of our audit.

In our opinion and to the best of our knowledge and belief and according to the explanations given to us, we have finalized the report in the prescribed format, which is enclosed with this, (As per prescribed formats of Annexure - 14 & 15).

Encl. As Above

(NAME AND SIGNATURE OF THE AUDITOR SIGNING)

FOR AND ON BEHALF OF (NAME OF THE AUDITOR FIRM)

General Manager (IAD) MPPMCL : JABALPUR

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FORMAT FOR CLARIFICATIONS IN THE TENDER DOCUMENT

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SI No	Clause no. and existing provisions	Clarification required	Rationale for the clarification
	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		
			i dire

## Undertaking "C" by the Bidders for their past performance

I _____ Designation _____ representing M/s _____ solemnly declare that no warning / displeasure letter has been issued to us on account of our performance during the course of audit or for improving performance or for prompt action and quality etc by any of the organizations for which we have undertaken the contract in last five years.

#### OR

The letters in respect above context, which have been issued to us are appended herewith duly self-attested and signed by authorised signatory bearing seal of the firm.

I clearly understand that if the information furnished above by us is found incorrect/false, MPPMCL shall have every right to summarily reject our bid for which our firm shall not take any objection nor lodge any claim for participation in the tender.

: For and on behalf of the firm.

Signatur	e
Name	- And a set of the set
Designat	ion
Occupati	ion

Signatur	
Name	
Designat	ion
Occupati	on

General Manager (IAD) MPPMCL : JABALPUR 42

Prescribed format for submitting Summary of the observations made by ......(Firm's name)

Other than (IPP) Independent Power Producer -NTPC, MP Genco etc.

# Annexure 14/ (A)

## **Observation Involving Monetary Value**

Name of Office- CGM (Commercial-I/II/III)

For the Month .....)

Para No	Auditor's	MV	Name of Dealing	Management
	Observation	(Monetary Value)	Officer	Response

# Annexure 14/ (B) Procedural Anomalies observed

## Name of Office- CGM (Commercial-I/II/III)

For the Month ...... (FY-.....)

Para No	Auditor's Observation	Name of Dealing Officer	Management Response	

# Annexure 14/(C)

## **Suggestive Measures**

## Name of Office- CGM (Commercial-I/II/III)

## For the Month ...... (FY-.....)

Para No	Auditor's Observation	Name of Dealing Officer	Management Response

General Manager (IAL) MPPMCL : JABALPUR

Annexure – 15

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## Summary on the observation

# <u>made by .....(Firm's name)</u> (IPP) Independent Power Producer

## Annexure 15/ (A)

## **Observation Involving Monetary Value**

Name of Office- CGM (Commercial-I/II/III)

For the Month ...... (FY-.....)

Para No	Auditor's	MV	Name of Dealing	Management
	Observation	(Monetary Value)	Officer	Response

# Annexure 15 (B) Procedural Anomalies observed

## Name of Office- CGM (Commercial-I/II/III)

For the Month ...... (FY-.....)

Para No	Auditor's Observation	Name of Dealing Officer	Management Response

# Annexure 15/ (C) Suggestive Measures

Name of Office- CGM (Commercial-I/II/III)

For the Month ......

Para No	Auditor's Observation	Name of Dealing Officer	Management Response

General Manager (IAD) MPPMCL : JABALPUR 44