



नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड

(भारत सरकार का उद्यम, मिनीरत्न : श्रेणी-I, एनटीपीसी लिमिटेड की पूर्ण स्वामित्व वाली सहायक कंपनी)

NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED
(GOVT. OF INDIA ENTERPRISE, MINIRATNA, CATEGORY-I CPSU, A WHOLLY OWNED SUBSIDIARY OF NTPC)

NIB No. 472 Dated. 16-01-2025

BID DOCUMENT FOR

**EMPANELMENT OF THE FIRMS OF CHARTERED ACCOUNTANTS/ COST
ACCOUNTANTS FOR CONDUCTING INTERNAL AUDIT IN NEEPCO FOR THE
FINANCIAL YEAR 2025-26, 2026-27 AND 2027-28**

**CONTRACTS AND PROCUREMENT
BROOKLAND COMPOUND, LOWER NEW COLONY,
SHILLONG-793 003, MEGHALAYA, INDIA.
Telephone No. 0364-2227784, E-mail: contract@neepco.co.in
Website: www.neepco.co.in, CIN - U40101ML1976GOI001658**

North Eastern Electric Power Corporation Ltd.



Empanelment of the Firms of Chartered Accountants/
Cost accountants for conducting Internal Audit in
NEEPCO for the Financial Year 2025-26, 2026-27 and
2027-28

ISO:9001, 14001 &
45001

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NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED

भारत सरकार का उद्यम A Govt. of India Enterprise

मिनीरत्न : श्रेणी-I Miniratna : Category-I

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Website: www.neepco.co.in, E-mail: contract_neepco@yahoo.com

OFFICE OF THE EXECUTIVE DIRECTOR (CONTRACTS & PROCUREMENT)

Brookland Compound :: Lower New Colony

Shillong-793 003 :: Ph: 91-364-2227784

Corporate Identity Number (CIN): U40101ML1976GOI001658



SECTION – I

SHORT NOTICE INVITING BIDS (E-Tender)

NIB No.472 Dated 16.01.2025

NEEPCO Ltd. invites online electronic bids in the e-tender portal <https://etenders.gov.in> from prospective bidders fulfilling the Qualifying Requirement under Single-Stage Single-Envelope bidding system through Domestic Competitive Bidding (DCB) route “**Empanelment of the Firms of Chartered Accountants/ Cost Accountants for conducting Internal Audit in NEEPCO for the Financial Year 2025-26, 2026-27 and 2027-28**”.

For further details, the interested bidders may visit websites <https://etenders.gov.in> and www.neepco.co.in. Subsequent Corrigendum/ Addendum/ Clarifications to the tender shall be published only on the websites mentioned above. Last date for submission of bids is 13.02.2025 by 14:00 Hours.

Place: Shillong
Dated: 16.01.2025

Sd/-
Executive Director
Contracts & Procurement



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SECTION – I

NIB NO 472 DATED. 16.01.2025

DETAIL NOTICE INVITING BIDS

FOR

EMPANELMENT OF THE FIRMS OF CHARTERED ACCOUNTANTS/ COST ACCOUNTANTS FOR CONDUCTING INTERNAL AUDIT IN NEEPCO FOR THE FY 2025-26, 2026-27 & 2027-28

NEEPCO Ltd. invites online electronic bids in the e-tender portal <https://etenders.gov.in> from prospective bidders fulfilling the Qualifying Requirement under Single-Stage Single-Envelope bidding system through Domestic Competitive Bidding (DCB) route “**Empanelment of the Firms of Chartered Accountants/ Cost Accountants for conducting Internal Audit in NEEPCO for the Financial Year 2025-26, 2026-27 and 2027-28.**”

Interested Bidders, may download the detailed bid document from <https://etenders.gov.in> with effect from 11:00 Hours of 17.01.2025.

1. Scope of Services

The Company is working in a Computerized environment and maintains all its records in Computerized system (ERP/SAP). Detailed scope of work shall be as under:

- 1.1 To conduct internal Audit in accordance with the provisions of Section 138(1) of the Companies Act, 2013.
- 1.2 The details of scope of internal audit and areas to be covered at various projects/plants/ offices of NEEPCO Ltd are as per the Section-V of the Bid Documents.

2. Empanelment of firms and its duration:

Based on the evaluation of the bids, 10 (ten) successful qualified bidders/firms ranking H1 to H10 shall be empaneled for 3(three) years for the FY 2025-26, 2026-27 & 2027-28.

3. Qualifying Requirements

3.1 General Qualifying Requirements

- i) Bidder must be a firm of Chartered Accountants/Cost Accountants participating and submitting a complete Proposal or Bid in response to this NIB.
- ii) The bidder shall be a registered entity in India, who shall be either be a Partnership firm or Limited liability Partnership or Private/ Public Ltd. company.
- iii) The bidders are required to submit a certificate that
 - a) The firm is eligible for appointment under the Companies Act 2013 and all the relevant Acts/Laws/Rules/Regulations, as applicable in India.
 - b) The firm, satisfies the criteria provided under of the Companies Act 2013, so far as may be applicable, for appointment as Internal Auditors in NEEPCO.



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- iv) The bidders are required to submit a list of proceedings against the firm of Chartered Accountants/ Cost Accountants or any partner of the said firm(s) are pending before appropriate authority with respect to professional matters of conduct., as disclosed in the certificate, is true and correct.
- v) Format of Application must be completely filled in. Incomplete applications shall be rejected outright.
- vi) Please ensure that date of opening of Registered Office, Branch Office(s), entrance dates of all Partners into the firm, date of joining firm as qualified & semi-qualified assistants are invariably indicated in the application.

4. Bids by Consortium /Joint-Venture Companies:

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

5. Bidding Procedure:

The Bidder shall submit Bids under Single-Stage Single-Envelope bidding system through online as follows:

Shall contain documents in support of Qualifying Requirements.

The detailed scope of works and other terms and conditions are elaborated in the bid document. For any clarification related to terms and conditions of Bid Document, bidders are requested to send their queries online at <https://etenders.gov.in> under "Seek Clarifications" within the timeline stipulated in the system.

Alternatively, the bidders may also forward e-mail clearly stating their queries to tendering authority at e-mail id contract@neepco.co.in.

6. Participation in Bids

6.1 E-Tendering / E-Procurement:

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

6.2 Registration for Participation in Bids

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



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(f) Bidder can then log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

Bidders are requested to get themselves enrolled on the e-Procurement Portal

(URL:<https://etenders.gov.in/eprocure/app>) well in advance and no extra time shall be considered for submission of bids for the delay in enrolling on the e-Procurement portal.

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

Mr. Lastbornson Pyngrope

Functional Manpower (FMP),

National Informatics Centre, Meghalaya State Centre, Shillong

Mobile No. 9774764136

Email Id: l.pyngrope29@gmail.com

7. Submission and opening of Bids

- 7.1 Bidders shall prepare and submit their bids online in <https://etenders.gov.in>. Submission of online bids is mandatory for consideration of the bids by NEEPCO.
- 7.2 The bidder shall refer to the Instruction for online bid submission given at Section-III of the bid document.
- 7.3 The bids shall be opened at the date & time mentioned at sl. 9 below.
- 7.4 All EOIs shall be evaluated on the basis of the documents attached along with online applications only. No hard copy to be sent, except otherwise mentioned specifically.
- 7.5 Besides online submission, if applicable, the following document is required to be compulsorily submitted physically (offline mode) :
 - a) Power of Attorney (as per format provided at Form No. 05, Section- VI of Bid Document), in original.

The above mentioned document shall be submitted by hand or by registered Post/ Courier in a sealed envelope superscripted as **Hard Copy of documents against NIB No. 472 Dated. 16.01.2025 for "Empanelment of the Firms of Chartered Accountants/ Cost Accountants for conducting Internal Audit in NEEPCO for the Financial Year 2025-26, 2026-27 and 2027-28"** at the following address within the scheduled date and time mentioned under Clause 9 below.

The Executive Director,
Contracts & Procurement,
North Eastern Electric Power Corporation Ltd.,
Brookland Compound, Lower New Colony,
Shillong – 793 003, Meghalaya, India.
Tel: 0364-2227784,
E-mail: contract@neepco.co.in

The soft copy of the Power of Attorney shall be submitted online in the bid.

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



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9. Tender timeline:

a)	Date of commencement of downloading of Bid Document from https://etenders.gov.in	17-01-2025 from 11:00 Hours
b)	End date and time for downloading of Bid Document	Upto 14:00 Hours of 13-02-2025
c)	Last date & time of receipt of queries from prospective bidders	Upto 14:00 Hours of 31-01-2025
d)	Last date & time for submission of online bids	Upto 14:00 Hours of 13-02-2025
e)	Last date & time for receipt of offline documents to be submitted as per bid conditions	Upto 14:00 Hours of 20-02-2025
f)	Date & time for opening of bids online	At 14:00 Hours on 14-02-2025

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

10. Bidders are requested to visit e-tendering portal <https://etenders.gov.in> and NEEPCO website <http://www.neepco.co.in> regularly for any Corrigendum/Addendum/Modification/Clarification of the bid document.

11. NEEPCO reserves the right to reject any or all bids, or to annul the bidding process and reject all the bids for any justified and genuine grounds without thereby incurring any liability to the affected bidders, nor does it have any obligation to inform the bidders of the ground for the action of NEEPCO.

Sd/-

Executive Director
Contracts & Procurement

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SECTION-II: INSTRUCTION FOR BIDDERS

SECTION-II

INFORMATION FOR BIDDERS

1.0 ABOUT NEEPCO

1.1 North Eastern Electric Power Corporation (NEEPCO) was established in 1976 as a Government of India owned company under the Companies Act of 1956 to undertake the development of electric power in North Eastern India covering all aspects such as the investigations, planning, design, construction, operation and maintenance of Hydro, Thermal and Solar Power Stations. NEEPCO is a Schedule 'A' Mini Ratna, Category-I Enterprise of the Government of India with an authorized share capital of INR 5000 Crores. Presently, NEEPCO is a CPSU under the Ministry of Power, Government of India and a wholly owned subsidiary of NTPC Ltd.

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

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

2.0 PROJECTS/OFFICES FOR WHICH FIRMS ARE TO BE EMPANELED FOR CONDUCTING INTERNAL AUDIT:

Sl. No.	NAME OF THE PROJECTS/POWER STATIONS AND OFFICES
1	Corporate Head Quarter office in Shillong and Wah – Umiam Project located at Meghalaya
2	Delhi Office including Kolkata office & 300 MW ground Mount Solar Power Project (records available in Delhi office)
3	Offices located at Guwahati (including Tezpur office) located in the State of Assam and the projects TATO-I, TATO-II and Heo
4	Kopili Hydro Electric Power Station (KHPS) (275 MW), Umrongso, Dima Hasao District, Assam
5	Assam Gas Based Power Station (AGBPS) (291 MW) located at Bokuloni, Tinsukia, Assam,
6	Agartala Gas Based Power Station (135 MW), R. C. Nagar, Agartala, Tripura,
7	Tripura Gas Based Power Station (101 MW) including Monarchak Solar Power Station (MSPS) (5MW), Monarchak, Sonamura, Tripura,
8	Doyang Hydro Power Station (DHPS) (75 MW), Wokha, Nagaland,
9	Panyor Lower Hydro Power Station (PLHPS) (405 MW), Yazali, Arunachal Pradesh,
10	Kameng Hydro Power Station (KaHPS) (600 MW), Kimi, West Kameng, Arunachal Pradesh
11	Pare Hydro Power Station (PHPS) (110 MW), Doimukh, Papum Pare District, Arunachal Pradesh and Office of the Executive Director (Itanagar)
12	Tuirial Hydro Power Station (THPS) (60 MW), Kolasib, Mizoram including Silchar.

Note-1: 300 MW Ground Mount Solar Power Project, Rajasthan is presently under construction.

Note-2: Tato-I, Tato-II and Heo Hydro Power projects, Arunachal Pradesh are presently under Pre-construction stage. The physical construction works are expected from the 04th quarter of the FY 2024-25.

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SECTION-III: INSTRUCTION TO BIDDERS

SECTION-III

INSTRUCTION TO BIDDERS

1. Definitions

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

Empanelment: Through this bidding process of NEEPCO, a panel of 10 (ten) firms of Chartered Accountants/Cost Accountants shall be shortlisted through evaluation and based on highest marks obtained in descending order (i.e., H1 to H10).

From the empaneled list, H1, H2, H3 and H4 shall be selected for recommendation for appointment for each Financial Year (Maximum for three Financial years), subject to fulfilment of eligibility criteria.

The remaining firms i.e. H5 to H10 shall be kept as empaneled firms for consideration of appointment, if the appointed firm(s) are not shalling to accept the offer of NEEPCO Ltd or not fulfilling the criteria for appointment for next financial year(s). The complete process of selection of firms for recommending appointment shall be done based on their rankings.

2. Qualifying Requirement for bidders

- 2.1 Bidder must be a firm of Chartered Accountants/Cost Accountants participating and submitting a complete Proposal or Bid in response to this NIB.
- 2.2 The bidder shall be a registered entity in India, who shall be either be a Partnership firm or Limited liability Partnership or Private/ Public Ltd. company.
- 2.3 The bidders are required to submit a certificate that
 - a) The firms participating in bids shall be eligible for appointment and are not disqualified for appointment under the Companies Act 2013 and/or any relevant rules/guidelines/order.
 - b) The firm, satisfies the criteria provided under of the Companies Act 2013, so far as may be applicable, necessary for appointing/engaging for conducting Internal Audit in NEEPCO.
- 2.4 **The bidders are required to submit a list of proceedings against the firm of Chartered Accountants/ Cost Accountants** or any partner of the said firm(s) are pending before appropriate authority with respect to professional matters of conduct., as disclosed in the certificate, is true and correct.
- 2.5 Format of Application must be completely filled in. Incomplete applications shall be rejected outright.
- 2.6 Please ensure that date of opening of Registered Office, Branch Office(s), entrance dates of all Partners into the firm, date of joining firm as qualified & semi-qualified assistants are invariably indicated in the application.

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

3. MSEs and STARTUPS:

3.1 Relaxation of Norms for Micro & Small Enterprises (MSEs) on Prior Experience and Prior Turnover Criteria:

In line with Policy Circular No. 1(2) (1)/2016-MA Dated 10th March, 2016 of the Ministry of Micro, Small & Medium Enterprises on "Relaxation of Norms for Startups and Micro & Small Enterprises in Public Procurement on Prior Experience and Prior Turnover Criteria", the Criteria of Prior Turnover

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SECTION-III: INSTRUCTION TO BIDDERS

and Prior Experience are relaxed for MSEs, subject to meeting of quality and technical specifications. However, in case of circumstances like procurement of items related to public safety, health, critical security operations and equipment's etc., where purchaser may prefer the vendors to have prior experience rather than giving orders to new entities, for such procurements, wherever adequate justification exists, the purchaser may not relax the criteria of prior experience/ turnover for the MSEs.

The MSE bidders shall be offered relaxation from Prior Experience Criteria, provided the bidder submits document such as MSE registration certificate to prove bidder's registration in trade similar to the tendered job.

Similarly, MSE bidders shall be offered relaxation from Prior Turnover Criteria, provided the bidder submits document such as MSE registration certificate.

3.2 Relaxation of Norms for Startups on Prior Experience and Prior Turnover Criteria:

In line with DPE O.M. No. DPE/7(4)/2007-Fin Dated 08-11-2016 on "Relaxation of Norms for Startups Medium Enterprises in Public Procurement Regarding Prior Experience - Prior Turnover criteria" and as per Section 2.1(5) of "Action Plan for Startup India" announced by the Government of India in Jan 2016, the Criteria of Prior Turnover and Prior Experience are exempted for the Startups, subject to meeting of quality and technical specifications.

However, in case of circumstances like procurement of items related to public safety, health, critical security operations and equipment etc., where purchaser may prefer the vendors to have prior experience rather than giving orders to new entities, for such procurements, wherever adequate justification exists, the purchaser may not relax the criteria of prior experience/ turnover for the Startups.

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

Similarly, Startup bidders shall be offered exemption from Prior Turnover Criteria, provided the bidder submits document such as Startup recognition certificate.

The definition of "Startups" is as per the Gazette Notification of the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) dated 17th February 2016 and all other subsequent directives/guidelines /amendments thereof. The Startup Enterprises shall submit startup India recognition certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT) of Ministry of Commerce and Industry, Government of India in order to be considered for relaxation in prior experience and prior turn over.

The Bidders participating as Startups shall submit an undertaking in the prescribed Format (FORM-8) given in Section VI of bid document regarding applicability of startups under "Startup India" initiative.

3.3 Conditions for Micro & Small Enterprises (MSEs):

- i) The bidders participating as Micro/Small Enterprises (MSE) shall submit an Undertaking in the prescribed format (FORM-9) given in Section VI of bid document declaring the status of their firm under the provisions of Micro and Small Enterprises along with a copy of the relevant document/certificate issued by any of the Authority mentioned below:
 - District Industries centers
 - Khadi and Village Industries Commission
 - Khadi and Village Industries Board
 - Coir Board
 - National Small Industries Corporation (NSIC)
 - Directorate of Handicrafts and Handloom
 - MSEs registered under Udyam Registration (UR) portal.

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SECTION-III: INSTRUCTION TO BIDDERS

- Any other Body specified by Ministry of Micro, Small and Medium Enterprises.
- ii) The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period.
- iii) The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.
- iv) The MSEs registered with above mentioned agencies/bodies are exempted from payment of Bid Document Fees.
- v) The MSEs bidder/ entrepreneurs claiming to belong to Scheduled Caste (SC) or Scheduled Tribe (ST) category, shall furnish necessary SC/ST certificate issued by Competent Authority in support of their caste/tribe in addition to certificate of registration with any one of the agencies mentioned above. MSE owned by SC/ST shall satisfy any of the following:
 - (a) In case of proprietary MSE, proprietor(s) shall be SC /ST.
 - (b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the enterprise.
 - (c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters
- vi) The bidders participating as Micro & Small Enterprises (MSE) shall declare Udyam Registration (UR) Number on Central Public Procurement Portal (CPPP), failing which such bidders shall be treated as non-MSE bidders and shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order, 2012 issued by Ministry of Micro, Small & Medium Enterprises, for tenders invited electronically through CPPP.
NOTE: The MSE registration must be for the item /category of items /services relevant to the tendered items / category of items/service.

3.4 Conditions for Startups:

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

3.5 Marking points for MSEs and Startups during Evaluation:

For MSEs and Startups with relaxation in Prior experience, Turnover criteria and other qualifying criteria, the firms shall be allowed "Minimum qualifying point" as mentioned at Clause: 18 - SELECTION CRITERIA (ALLOCATION OF POINTS) FOR EMPANELMENT OF AUDIT FIRMS.

4. **Audit Team:** Auditors would deploy a suitable team for undertaking the audit, after a thorough perusal of audit scopes, requirements & terms & conditions of the appointment letter etc., ensuring that size of the audit team is in commensurate with the volume of works involved.

It should be ensured that the audit team is headed at all times by a qualified Chartered Accountant/ Cost Accountant with a team having CISA/DISA/DISSA and prior experience of auditing on ERP- SAP platform.

5. **Internal Audit Fees:** Unit-wise Annual Audit fees have been furnished at Clause-06, Section IV, of the Bid documents.

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6. **Declaration:** A declaration (FORM-6, SECTION-VI) has to be submitted by each audit firm that none of its partner(s) or qualified employee(s) is a partner in any other audit firm which is applying for the current empanelment in NEEPCO. Any bid without such declaration in this regard shall be rejected.
7. All bids shall be evaluated on the basis of the documents furnished along with application only. Any additional document received after the last date & time of receiving bids as stipulated in the notice inviting bids shall not be entertained, unless such documents are asked by NEEPCO specifically for submission.
8. Since, all the applications shall be evaluated strictly on the basis of Selection Criteria as per Clause:18, Section: III, please avoid attaching unsolicited information/documents for processing applications expeditiously.
9. All the documents submitted should be signed by a Partner with his / her name and under the seal of the firm.
10. The services provided by the Empaneled Firms of Chartered Accounts/ Cost Accountants must at all times be compliant with prevailing legislation / Act / Rules etc., including any amendments thereof applicable to this function.
11. At any time before the scheduled submission of bid, NEEPCO may, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment. The amendment/response to clarification(s), if any, shall be hosted in the tender portal <https://etenders.gov.in> and NEEPCO website www.neepco.co.in for information of all the prospective Bidders and shall be binding on them. NEEPCO may, at its discretion extend the deadline for submission and / or opening of the Bid.
12. Any modifications in the Bid documents, shall be made by NEEPCO exclusively through the issue of an Addendum/Corrigendum. Addendum/Corrigendum to the Bid Documents shall be issued prior to the date of opening of the bids and same shall be a part of the original tender. All prospective bidders are presumed to have examined all amendments/ corrigenda/ clarifications published on the website and have submitted their bids accordingly.
13. Bidders should agree to Scope of Services and other provisions of the bidding documents. An "Undertaking" on the aforesaid acceptance to be submitted in Format (Form No. 2 of Section-VI) attached to the NIB.
14. The Bid shall remain, valid for a period of **180 (one hundred eighty)** days after the date of opening of Bid Proposal. In exceptional circumstance, NEEPCO may solicit the Bidder's consent for extension of the bid validity period. When the validity period is extended by the Bidder, the same shall be done without any modification to the Bid by the Bidder.
15. Any misinformation or un-supported fact, data, information, terms and conditions submitted in the bid by the bidder may result in rejection of bid by NEEPCO.

Bidders shall not contact NEEPCO on any matter relating to their bid after the Bid opening. Any effort by the Bidder to influence NEEPCO in evaluation, comparison or award decision may result in the rejection of their Bid Proposal.
16. The Bidders cannot withdraw their offer after opening of Bids.
17. A Bidder shall submit only "1(one) Bid" in the Bidding Process, individually as a Bidder. A Bidder who submits or participates in more than "1(one) Bid" shall cause all the proposals in which the Bidder has participated to be disqualified.

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18. SELECTION CRITERIA (ALLOCATION OF POINTS) FOR EMPANELMENT OF AUDIT FIRMS:

Sl. No.	PARTICULARS	POINTS/MARKS TO BE ALLOCATED	MINIMUM QUALIFYING POINT	MAXIMUM POINTS
1.	Year of Establishment of the Audit Firm	1 (one) per full financial year of existence	05 (five)	10 (ten)
2.	No. of Partners in the Firm who have been with the applicant firm for a minimum period of one year as on date of application.	2 (two) for each Partner who is ACA / FCA/ ACMA / FCMA.	06 (six)	14 (fourteen)
3.	Number of Partners/ qualified Assistants (Chartered Accountants/Cost Accountants) with CISA / DISA / DISSA	2 (two) per person	02 (two)	04 (four)
4.	No. of Qualified Assistants (Chartered Accountants/Cost Accountants) employed with the Firm.	2 (two) per Qualified Assistant	06 (six)	12 (twelve)
5.	No. of Semi-Qualified Assistants(CA-IPCC /CMA - Inter) employed with the Firm.	1 (one) per Semi-qualified assistant	04 (four)	09 (nine)
6.	Experience of the Firm in Power Sector as Statutory Auditors/ Internal Auditors (refer note Sl. No. I, II, III & IV below)	5 (five) per year of Audit	15 (fifteen)	25 (twenty-five)
7.	Experience of the firm in Physical verification in Power Sector of Store/Inventory/Fixed Asset (refer note Sl. No. I, II, III & IV below)	1 (one) per year of Audit	02 (two)	04 (four)
8.	Experience of firm in conducting statutory/internal/cost audit in SAP environment (refer note Sl. No. I, II & IV below)	1 (one) per year of Audit	01 (one)	02 (two)
9.	Experience of the Firm in PSUs (other than Power Sector and Financial sector) as Statutory Auditors/Internal Auditor (refer note Sl. No. I, II & IV below)	3 (three) per year of Audit	09 (nine)	15 (fifteen)
10.	Audit firms having Office (s) (Registered Office/ Branch) located in India	North Eastern Region # : 05 points	Nil	05 (five)
		Other than North Eastern Regions : Nil		

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Total Points		100 (one hundred)
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North Eastern Region includes Assam, Meghalaya, Arunachal Pradesh, Nagaland, Manipur, Mizoram, Tripura and Sikkim for purpose of the EOI.

Note:

- I. Sl. no. at 6,7, 8 and 9: Experience during the period of the FY 2019-20 to the FY 2023-24 only shall be considered while carrying out evaluation.
- II. Sl. no. at 6,7, 8 and 9: Points for each year's experience shall be awarded irrespective of the number of audits conducted during that particular year.
- III. Power Sector at Sl. No. 6 and 7 would mean industries/entities engaged in generation/transmission/distribution of electricity.
- IV. Sl. no. at 6, 7, 8 and 9: In case of firm's experience in Power sectors and PSUs, auditee entities with minimum annual turnover of Rs.500.00 (five hundred) crore in the year for which audits were assigned to the firm during the period of FY 2019-20 to FY 2023-24 would only be considered.
- V. Documentary evidence in support of each of the above-mentioned criteria are required to be submitted.
- VI. Fraction of the year to be ignored for calculating no. of years at Sl. 1,6,7, 8 and 9.
- VII. For MSEs and Startups with relaxation in Prior experience and Turnover criteria, the firms shall be allowed "Minimum qualifying point" as mentioned at Clause: 18 - SELECTION CRITERIA (ALLOCATION OF POINTS) FOR EMPANELMENT OF AUDIT FIRMS" above, **only against the Selection Criteria at Sl. Nos. 1, 2, 6,7, 8 and 9.**
- VIII. In case of a tie, a Chartered Accountants / Cost Accountants firms with longer experience in power sector shall be preferred for the purpose of empanelment. If still there is a tie, a firm with a higher number of audits in PSUs (other than power sectors and Financial Sectors) shall be preferred. In case of a tie again, a firm with a higher number of Fellow Members of the Institute of Chartered Accountants of India or the Institute of Cost Accountants of India shall be considered.

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

19. Right to Information Act.

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

20. Settlement of Disputes:

20.1 Amicable Settlement:

- i) If any dispute arises between NEEPCO and the Bidder/ Firm(s) in connection with, or arising out of the Contract, an attempt shall be made to resolve the matter in dispute amicably.
- ii) No dispute or difference arising between the Bidder/ Firm(s) and the NEEPCO under or relating to or in connection with the Contract shall be referred to arbitration unless an attempt has first been made to settle the same amicably.

20.2 Subject to Sub-Clauses 20.1, unless settled amicably, any dispute shall be finally settled by

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Arbitration. Unless otherwise agreed by both parties

Amount of Dispute not exceeding Indian Rupees 100 million/10 Crore, arising out of and relating to the Contract between the Parties and of or relating to the construction, interpretation, application, meaning, scope, operation or effect of this Contract or the validity or the breach thereof, shall be settled by arbitration in accordance with Arbitration & Conciliation Act, 1996 including amendments made from time to time and the Rules of Institution named "Construction Industry Arbitration Council (CIAC)". Registrar of the Arbitration Institution shall appoint a sole arbitrator for resolution of dispute between the Parties.

- i) The parties to the dispute, prior to referring the dispute to the Arbitrator/or Arbitrators as the parties may mutually decide, first drawn up the specific terms of reference/issues by way of a separate Joint Agreement, which shall be filed before the Arbitrator or Arbitrators for commencing the proceedings.
- ii) No dispute or difference of opinion, whatever, shall be referred to the Arbitration after the expiry of period of 3 (three) years from the date when such dispute or difference of opinion arises.
- iii) The Bidder/ Firm(s) shall ensure that the obligation under the Contract shall continue during Arbitration proceedings and dispute, and no payment due from either party shall be withheld on account of such proceedings except to the extent that may be in dispute.
- iv) Arbitration proceedings shall be held at Shillong / Guwahati and the language of the Arbitration proceedings and that of all documents and communications between the parties shall be English.
- v) The expenses of the Arbitrators, as determined by the Arbitrator, shall be shared equally by the Corporation and the Bidder/ Firm(s). However, the expenses incurred by each party in connection with the preparation, presentation etc. of its case prior to during and after the Arbitration proceedings shall be borne by each party itself.
- vi) In the event of dispute or differences arising between NEEPCO and a Government Department/ Organisation or in between NEEPCO and another Central Public Sector Enterprise (CPSE), settlement of disputes through the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) shall be done as under:

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/ Organisations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018".
- vii) The Arbitrator appointed shall have no power to award interest on any claim referred to the Arbitration. No claims for interest or damages on whatsoever count shall be entertained by the Corporation with respect to any dispute, difference or misunderstanding between the Corporation and the Bidder/ Consultant.
- viii) There shall be only one Arbitration proceeding for adjudicating all the disputes under the Contract. Hence, Arbitration should be invoked by the parties by combining all the disputed issues together. Issues/Disputes arising out of the same cause of action cannot in any case be referred to Arbitration more than once subject to agreement by all the parties including Arbitrator.



21. Corporation's Right to accept any Bid and to reject any or all Bids:

- i). The Corporation reserves the right to accept or reject any or all the Bids, and to cancel the empanelment process at any time before or after finalisation of empanelment, for any justified and genuine grounds.
- ii). The Corporation requires the Bidders to observe the highest standard of Ethics before and after finalisation of empanelment process and during providing the services of conducting Internal Audit after empanelment. Accordingly, the Corporation:

- (a) shall reject the bid if it determines that the Bidder recommended for empanelment has engaged in corrupt or fraudulent practices in competing for the empanelment, in question.
- (b) shall declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it, at any time, determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the Service under this contract.

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

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

- 22.** Any communication requesting further information on the required services to be provided or on the Bidding process itself or for any other purpose relating to the Bid document shall be made prior to the date stipulated in the NIB in the email address: contract@neepco.co.in

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23. Documents to be submitted along with The Bid:

Interested firms are advised to go through the contents of the BID documents carefully and submit self-attested copies of the following documents in proper sequence along with the Bid as described hereinafter:

1. A corporate profile of the organization, including
 - i) Services offered,
 - ii) Experience in the specific area,
 - iii) Credentials for undertaking the exercise,
 - iv) Outline organogram
2. Latest registration certificate of the firm issued by The Institute of Chartered Accountants of India / The Institute of Cost Accountants of India with respect to the information related to the year of establishment of Head Office, Branch Office(s) address(es), details of partners along-with their membership nos. etc. Particulars as indicated in the Certificate(s) shall be treated as conclusive and used for the purpose of evaluation.
3. Certificate of CISA/DISA/DISSA, if any, issued by the respective Institutes.
4. Membership certificates of the qualified Assistants issued by The Institute of Chartered Accountants of India / The Institute of Cost Accountants of India.
5. Certificates issued by the respective Institutes in evidence of qualification of semi-qualified Assistants.
6. A declaration (FORM-6, Section: VI) has to be submitted by each audit firms that none of its partner(s) or qualified employee(s) is a partner in any other audit firm which is applying for current empanelment in NEEPCO.
7. Copy of documents in support of experiences and all other criteria as mentioned in Clause: 18, (Section: VI) to be submitted along-with the bid.
8. Copy of PAN card.
9. Copy of GST Registration of the Branch/HQ which shall execute the work.
10. Power of Attorney for the authorized signatory. (Notarised Power of attorney to be provided in Non-Judicial Stamp Paper of appropriate value in respect of the person signing the bid on behalf of the bidder).
11. Format of Application must be completely filled-in. Incomplete application shall be rejected outright.
12. All other tender forms as applicable.

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SECTION-IV: TERMS OF REFERENCE OF
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SECTION-IV

TERMS OF REFERENCE OF INTERNAL AUDIT FOR NEEPCO

1. AUDIT TEAM

The Firms would deploy a suitable team for conducting the Internal Audit works, after a thorough perusal of the requirements of the appointment letter and the terms & conditions contained therein, ensuring that the size of the audit team is commensurate with the size of the Auditee unit and the volume of work involved. They shall submit their plans in advance to enable the Management to take appropriate steps for finalisation of their audit plan duly considering various tasks as per pre-decided matching schedules.

The Head of Finance/ HOD - Finance of the Unit shall coordinate with the Audit Team for smooth functioning of the audit.

It should be ensured that the audit team is headed at all times by a Chartered Accountants/ Cost Accountants with a team having CISA/DISA/DISSA and/or prior experience of auditing on ERP- SAP platform. The team should consist of adequate no. of semi-qualified Assistants (Semi qualified Cost/Chartered Accountants). One partner should join the audit team during audit of the Units as well as at the time of exit meeting at the respective projects/offices (in the two phases).

2. AUDIT REPORT

The auditor should give a report at the end of each Phase as per the requirement of **Clause:18, Section: V.**

3. AUDIT FEE, MINIMUM MANDAYS PER PHASE OF AUDIT AND TRAVELLING EXPENSES:

Details of Audit fee for the year and minimum number of Man-days required to be devoted in each phase of audit for each project/office are given in **Clause:06, Section: IV.**

In addition, one time to & fro journey fare by Air /Rail (ex- Guwahati) for each Phase of audit shall be paid as detailed below:

Journey should be performed by the shortest route in the entitled class given below:

Entitled person	Mode & class of Travel
One Partner:	Economy class by Air / AC 1 st Class by
RailQualified Assistants (CA/CMA):	Economy class by Air / AC 2 Tier by Rail
Others:	AC III Tier by Rail

In addition, the following expenses Ex- Guwahati shall be borne/arranged by NEEPCO for the audit team:

i. Boarding and Lodging.

ii. Local Transportation.

4. Internal Audit shall be conducted in 2 phases (Phase –I covering the period from April to September and Phase -II covering the period from October to March). The commencement of Phase–I audit shall be on/around 05th of October and to be completed by 25th of October of each FY. The commencement of Phase –II shall be on/around 15TH of March and to be completed by 5th of April of each FY.

5. The reports for Phase –I & II are to be submitted within one week after completion of audit respectively. Scope for conducting Internal Audit includes reporting on adequacy of Internal Financial Control for each of the offices/projects where internal audit are being carried on as required under the Companies Act 2013.

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6. List of Projects & Offices, Minimum Man days required and Fees for conducting Internal Audit:

Sl No	Name of the Projects and Offices	Total Mandays Per Year	Partner Mandays Per Year	Qualified Mandays Per Year	Semi Qualified Mandays Per Year	Other Assistants Mandays Per Year	Audit Fee Per Year (in Rs)		
							FY 2025-26	FY 2026-27	FY 2027-28
1	Corporate Head Quarter office in Shillong and Wah – Umiam Project located at Meghalaya	140	12	26	51	51	3,58,600	3,58,600	3,58,600
2	Delhi Office including Kolkata office & 300 MW ground Mount Solar Power Project (records available in Delhi office)	24	2	4	9	9	59,800	59,800	59,800
3	Offices located at Guwahati (including Tezpur office) located in the State of Assam and the projects TATO-I, TATO-II and Heo	74	4	12	29	29	1,67,800	1,67,800	1,67,800
4	Kopili Hydro Electric Power Station (KHPS) (275 MW), Umrongso, Dima Hasao District, Assam	110	10	20	40	40	2,84,600	2,84,600	2,84,600
5	Assam Gas Based Power Station (AGBPS) (291 MW),	110	10	20	40	40	2,84,600	2,84,600	2,84,600

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	Bokuloni, Tinsukia, Assam								
6	Agartala Gas Based Power Station (135 MW), R. C. Nagar, Agartala, Tripura	88	6	16	33	33	2,13,400	2,13,400	2,13,400
7	Tripura Gas Based Power Station (101 MW) including Monarchak Solar Power Station	90	6	16	34	34	2,16,200	2,16,200	2,16,200
8	Doyang Hydro Power Station (DHPS) (75 MW), Wokha, Nagaland	88	6	16	33	33	2,13,400	2,13,400	2,13,400
9	Panyor Lower Hydro Power Station (PLHPS) (405 MW), Yazali, Arunachal Pradesh	110	10	20	40	40	2,84,600	2,84,600	2,84,600
10	Kameng Hydro Power Station (KaHPS) (600 MW), Kimi, West Kameng, Arunachal Pradesh	115	10	25	40	40	3,06,000	3,06,000	3,06,000
11	Pare Hydro Power Station (PHPS) (110 MW), Doimukh, Papum Pare District, Arunachal Pradesh and Office of the Executive Director (Itanagar)	108	8	20	40	40	2,67,500	2,67,500	2,67,500

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12	Tuirial Hydro Power Station (THPS) (60 MW), Kolasib, Mizoram	88	6	16	33	33	2,13,400	2,13,400	2,13,400
Total		1145	90	211	422	422	2869900	2869900	2869900
Overhead @ 10%							2,86,990	2,86,990	2,86,990
Profit @ 10%							2,86,990	2,86,990	2,86,990
Total: (in Rs)							3443880	3443880	3443880

Notes:

1. *The amount is exclusive of GST, as applicable.*
2. *Fees mentioned above are inclusive for both phases i.e. total financial involvement for Ph-I & Ph-II in the relevant Financial Year. The Appointed Audit firms must ensure deputing minimum Man-days as mentioned above for conducting Internal Audit.*

7. PAYMENT OF AUDIT FEES

Firms shall be paid 40% of the Annual Audit fee after the completion of each Phase of audit, subject to submission of report of each phase of audit. Balance 20% (10% for each phase) shall be paid after acceptance of the Audit reports by the appropriate authority of NEEPCO. The bills to be submitted to the respective Units (Projects and Offices) along-with all supporting documents relating to conducting audit including boarding passes in original in case of air travel. Further, no claim for interest shall be entertained or payable by the Employer upon:

- i. any balance which may become due on final settlement/re-conciliation of the account, or
- ii. withheld by the Employer owing to any dispute or difference between the Parties.

GENERAL TERMS AND CONDITIONS

- i. Firms that secure minimum qualifying points and above as per criteria given in **Clause:18, Section: III**, shall be considered for empanelment. Firms shall be given points/marks and ranked in the descending order. Top 10 (ten) firms including winner of the ties shall be considered for empanelment in order of ranks.
- ii. This bid is only for the purpose of empanelment of Firms and does not guarantee/assure allotment of Internal Audit/any other assignments.
- iii. NEEPCO reserves its right to accept or reject any application(s) without assigning any reasons thereof. The decision of NEEPCO for empanelment of Firms shall be final and binding upon the firms participating in the process of empanelment.
- iv. The appointment of an Audit Firm shall be made from the empaneled list of firms based on ranks obtained in descending order. However, Audit Firm appointed by NEEPCO for Internal Audit shall be assigned Zone wise as per **Annexure-I** at the discretion of NEEPCO.
- v. The Firms for conducting Internal Audit shall ensure that the information obtained in respect of the working/operation of the unit is maintained in strict confidence and secrecy at all times, including after the completion of the assignment. All such information shall remain exclusive property of NEEPCO at all the times. An "Undertaking" towards maintaining confidentiality is to be provided by the Audit firm at the time of acceptance of Audit assignment.
- vi. Assignment of work in subsequent years may be made subject to satisfactory performance.
- vii. On assignment of work in subsequent years after the first year, NEEPCO may rotate the Audit Firms from one unit to another within the Company.

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- viii. If progress/performance of the audit team is not found satisfactory, NEEPCO's management reserves the right to terminate the appointment of the Firm, without assigning any reason whatsoever.
- ix. The Audit Firm shall be debarred from getting, in future, Internal Audit assignments in NEEPCO in the following cases:
- If the Firm obtains the appointment on the basis of misrepresentation of information / misstatement of facts at the time of submission of application/documents along with Bid.
 - The Audit Firm is found to have sub-contracted the work.
 - If the Firm does not take-up audit in terms of the appointment letter.
 - If the Firm does not submit the Audit Report, complete in all respects in terms of the appointment.
- x. The firms of Chartered Accountants/Cost Accountants or its partners who have conducted Internal Audit of NEEPCO/ it's JV Companies for 03 (three) years during the previous periods (i.e., during the FY 2022-23 to the FY 2024-25) are not eligible to participate in the bid.
- xi. No partner of the forms participating in bid should be related to Managing Director/whole time Director or part-time Director of NEEPCO Ltd or its Joint Ventures within the meaning of Section 2(77) of the Companies' Act, 2013;
- xii. Neither the firm nor its partner or associates have any interest in the business of NEEPCO Ltd.
- xiii. In case of any dispute on any issue arising before commencement of /during execution of the contract, an amicable solution may be arrived at with discussion and reconciliation. However, in case of any dispute remaining unresolved, the decision of the Chairman & Managing Director, NEEPCO shall be final and binding on both the parties.

8. Governing Law & Jurisdiction

Jurisdiction of Courts: Any dispute arising out of or in respect of the contract shall be subject to the jurisdiction of the Courts in Shillong, Meghalaya only.

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SECTION – V

SCOPE OF INTERNAL AUDIT & AREAS

MAJOR AREAS TO BE COVERED DURING THE INTERNAL AUDIT AT VARIOUS PROJECTS / PLANTS / OFFICES OF NEEPCO LTD

1. Commercial- Invoicing & Debtors for sale of energy including reconciliation and age analysis, Rebate/ discounts, Late payment surcharge, Tariff petitions etc.
2. Plant operation and maintenance.
3. Capital and O&M Contracts and Procurement (Pre - award and execution) with reference to the requirements of the GeM Portal and guidelines for MSME, e-tendering, reverse auction, issues relating to closure of contracts etc.
4. Accounts including review of General Ledgers and Sub ledgers, Age analysis for Assets and Liabilities, Review of periodical Financial Statements, Compliances to the Companies Act, SEBI (LoRD) etc.
5. Treasury Functions
6. Establishment matters including HR master data, employee advances.
7. Borrowings (Bonds, Foreign loans, Govt. loans, Domestic loan) and Govt. guarantees including loan drawls, debt servicing and compliances as per relevant Act/Rules.
8. Bills for works, supplies and services including review of quantity deviation, time extension, Liquidity damages. Bank guarantees etc. Verification and comments on Statutory compliances.
9. Stores including age analysis of stock, disposal system of unused stock, adequate insurance coverage and all related matters.
10. Human Resource Department (HR establishment) including employees Service Books, compliances to the HR Rules, legal matter, Land matters, Vehicle hiring and utilization etc.
11. Township, Estate Service, Guest House and Medical.
12. Taxation matters – Direct and Indirect including adherence /compliance to various Act/Rules etc.
13. Budget & budgetary control.
14. CSR activities, Monitoring and Evaluation of ongoing CSR projects including compliances to the CSRRules.
15. Review of Internal Financial Control of NEEPCO. Reporting on adequacy and operating effectiveness of Internal Financial Control for NEEPCO.
16. Contracts awarded on Nomination basis. Compliance of Company's Rules, Procedure, Policy and CVC guidelines etc., on orders awarded on offer/nomination basis to be checked.
17. Legal and Arbitration matters.
(Note: Further requirements/guidelines, if any, relevant to the audit processes shall be provided time to time for incorporation during Internal Audit by the Firms and reporting there-on)

18. REPORTING REQUIREMENTS

Internal Audit Reports should be divided into 3 (Three) separate parts, namely:

18.1 PART – I: IMPORTANT OBSERVATIONS, OBJECTIONS AND RESERVATIONS:

This part should contain the Auditors comments on all such irregularities or occurrences which the auditors desire to bring it to the notice of management, along with their financial implications, if any. This part should also bring out deviations (non-compliances) by units (Projects/Offices) from (with) policies, systems and procedures prescribed by NEEPCO. Any non-compliance with the matters/areas specified in the guidelines for Internal Audit should also be identified here. The observations should be arranged in self-contained paras, preferably with suitable titles.

18.2 PART – II: DETAILED REPORT:

This part shall comprise auditor's detailed observations regarding areas specified in the guidelines for Audit. However, non-compliance with the matters/areas specified in the guidelines which are identified in Part I of the report, should also be invariably detailed in Part II. Contracts/Orders awarded on single Tender/Nomination basis should be reported in his part of the report.

18.3 PART – III: REPORT ON TESTING OF EFFECTIVENESS OF INTERNAL FINANCIAL CONTROLS:

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SECTION-V: SCOPE OF INTERNAL AUDIT &
AREAS

An element of risk-based auditing has been made a part of the scope of Internal Audit. This has been done by the inclusion of a checklist w.r.t the Internal Financial Control Framework in vogue in NEEPCO. For this purpose, a separate checklist for testing the effectiveness of certain chosen controls shall be issued along with the appointment letter. Auditors are required to complete the test procedure and include their findings on IFC testing in part III of their report.

18.4 The following may also be kindly ensured:

18.4.1 The report should be supplemented in each phase, by a statement indicating:

18.4.1.1 Particulars of records checked along with their volume and value as compared to the total volume and value of the transactions. Auditors should also mention the entry date of the last document verified by them in the ERP- SAP system.

18.4.1.2 A statement indicating the details of audit staff deployed their designation and the period of deployment in each phase.

18.4.2 The report should also contain references to areas where no adverse observations have been noted. In respect of other areas, specific suggestions for improvement, if any, may also be highlighted for each area.

18.4.3 The result of audit should be discussed with the Head of the Unit/Project and Head of Finance in each phase and important observations should be brought to their notice, so that timely corrective actions may be taken. The report should be prepared after duly considering the additional information that may be provided/ obtained at such discussions.

18.4.4 The Unit-wise reports are to be submitted in hard copies for each phase of audit to the Corporate Internal Controls and Audit Department of NEEPCO at Shillong. Contents of Internal Audit Report have also to be submitted in soft copies written in MS Office and a soft copy is also to be mailed to the following ID : ica@neepco.co.in and e-mail IDs of the respective Unit (Project/Office) mentioned at the time of appointment.

xxx

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SECTION-VI: TENDER FORMS

SECTION – VI

TENDER FORMS

SI No	DESCRIPTION	FORM NO
1	FORMAT FOR APPLICATION	FORM NO:1
2	BID FORM	FORM NO:2
3	WARRANTY FORM	FORM NO:3
4	BID SECURITY DECLARATION	FORM NO:4
5	POWER OF ATTORNEY	FORM NO:5
6	SELF-DECLARATION BY BIDDER	FORM NO:6
7	BANK DETAILS WITH AUTHORIZATION	FORM NO:7
8	DECLARATION/UNDERTAKING REGARDING APPLICABILITY OF STARTUPS UNDER STARTUP INDIA INITIATIVE	FORM NO:8
9	UNDERTAKING FOR BIDDERS WHO ARE REGISTERED AS MICRO/ SMALL ENTERPRISE (WHEREVER APPLICABLE) WITH CERTIFICATES FROM CONCERNED AUTHORITIES	FORM NO:9
10	NON-DISCLOSURE AGREEMENT	FORM NO:10

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SECTION-VI: TENDER FORMS

FORM: 1

FORMAT FOR APPLICATION

1. Name of the Firm:
2. Registration No. of the Firm:
3. Date of Registration of the Firm:
4. Details of Head Office & Branch Office(s):

Head Office:

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

Branch Office 1:

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

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

5. Details of Partners:

Sl. No.	Name of the Partner (s)	Membership No.	Qualification (ACA/ACMA/FCA/FCMA)	Date of joining the firm as partner	Supporting documents
1.					Form 18 of ICAI or Form M-5 of ICMAI needs to be submitted
2.					
3.					
4.					

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6. Details of Qualified Assistants:

Sl. No.	Name of the Assistant(s)	Membership No.	Qualification (ACA/ACMA/FCA/FCMA)	Date of joining the firm as Qualified Assistant	Supporting documents
1.					Relevant Qualification Certificate and proof of joining date
2.					
3.					
4.					

7. Details of Partners/Qualified Assistants with CISA / DISA / DISSA

Sl. No.	Name of the Partner(s)/Qualified Assistant(s)	Membership No.	Certification course details - CISA / DISA / DISSA	Date of joining the firm	Supporting documents
1.					Relevant Qualification Certificate
2.					
3.					
4.					

8. Details of Semi-Qualified Assistants:

Sl. No.	Name of the Assistant	Whether CA-IPCC/CMA-Inter	Date of joining the firm as a Semi-Qualified Assistant	Supporting documents
1.				Relevant Qualification Certificate and proof of joining date
2.				
3.				
4.				

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9. Details of Experience of the firm in Power Sector as Statutory Auditors/Internal Auditors during the F.Y 2019-20 to the FY 2023-24:

Sl. No.	Name of the Company/Unit	Turnover in Rs. Cr.	Year of Audit	Type of Audit completed (Statutory/Internal)	Supporting documents
1.					Relevant experience certificate/email from company confirming work completion along with appointment letter
2.					
3.					
4.					

10. Experience of the firm in Physical verification in Power Sector of Store/Inventory/Fixed Asset during the F.Y 2019-20 to the FY 2023-24:

Sl. No.	Name of the Company/Unit	Year of Audit	Type of Physical verification – Store/Inventory/ Fixed Asset	Supporting documents
1.				
2.				
3.				
4.				

11. Experience of firm in conducting statutory/internal/cost audit in SAP environment during the period of F.Y 2019-20 to the FY 2023-24:

Sl. No.	Name of the Company/Unit	Turnover in Rs. Cr	Year of Audit	Type of Audit completed (Statutory/Internal/ Cost)	Supporting documents
1.					

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2.					Relevant experience certificate/email from company confirming work completion in SAP environment
3.					
4.					

12. Details of Experience of the firm as Statutory/ Internal Auditor in PSUs (other than PowerSector and Financial sector) during the F.Y 2019-20 to the FY 2023-24:

Sl. No.	Name of the Company/Unit	Turnover in Rs. Cr	Year of Audit	Type of Audit completed (Statutory/Internal)	Supporting documents
1.					Relevant experience certificate/email from company confirming work completion
2.					
3.					
4.					

13. Readiness for Audit under Ind AS compliance guidelines: Yes / No

14. PAN No. of the Firm:

15. GST Registration No. of the Branch/HQ which shall execute the work:

Note:

1. Documentary evidence in support of all the above information are to be furnished along with the bid.
2. All pages of the terms & conditions and documents submitted are to be signed/sealed by the authorised person along with seal of the firm.

Signature of Authorised Partner with Name & Seal of
the Authorised Partner & Audit Firm

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SECTION-VI: TENDER FORMS

FORM: 2

BID FORM

(To be submitted on the Bidder`s Letter Head)

To,

The Executive Director,
Contracts & Procurement,
North Eastern Electric Power Corporation Ltd.,
Brookland Compound, Lower New Colony,
Shillong-793003
Meghalaya, India

1. I/We have read and examined the following documents in connection with **“Empanelment of the Firms of Chartered Accountants/ Cost accountants for conducting Internal Audit in NEEPCO for the Financial Year 2025-26, 2026-27 and 2027-28”**.

Section - I	Notice Inviting Bids (NIB)
Section - II	Information for Bidders (IFB)
Section - III	Information to Bidders (ITB)
Section - IV	Terms of Reference of Internal Audit for NEEPCO
Section - V	Scope of Internal Audit & Areas to Be Covered At Various Projects / Plants Offices Of NEEPCO Ltd
Section - VI	TENDER FORMS

2. I/We hereby bid for execution of the Service referred to in the Bid Documents mentioned above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance to all respects with the details given therein and subject to such terms and conditions as stipulated in the above mentioned documents Section -I to VI.
3. I/We agree to keep this bid open for acceptance for 180 (one hundred eighty) days from the date of opening of the bid thereof and also agree not to make any modifications in its terms and conditions of our own accord.
4. I/We agree that if I/We fail to keep the validity open, as aforesaid or make any modification in the terms and conditions of my/our bid of our own accord and/or after the acceptance of our bid or if I/We fail to enter into contract or fail to commence the execution of the works as provided in the documents referred to in paragraph-1 above, I/We shall be suspended from participating in future tenders of the Corporation for a period of 2(two) years from the date of issue of notice of such suspension by the Corporation.
5. Should the bid be accepted, I/We agree to abide and fulfil all the provisions of the above Bid Documents.
6. I/We certify that the bid submitted by me/us is strictly in accordance with the terms and conditions etc., as contained in the Bid Documents, referred above, and it is further certified that it does not contain any deviations to the aforesaid Bid Documents. Any deviation stated elsewhere in the Bid submitted by me/us shall therefore be treated as withdrawn.

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7. Unless and until such time as the Contract is executed, the Bid submitted by me/ us (including this letter), together with your acceptance thereof, shall constitute a binding Contract between us.
8. I/We understand that you are not bound to accept the Bid, or any other bid, and that the Employer is not bound to state reasons for its acceptance or denial of any bid. We further understand and agree that the Employer has made no representation or warranty with respect to the accuracy or completeness of the information contained in the Bid Documents or any other written or verbal information obtained from the Employer or any of its representatives, and that in connection with this Bid, we have made our own inquiry and assessment of any and all information upon which it has relied in making this Bid.
9. I/We declare that all documents/certificates /information provided in my/our bid and attachment thereof are true and correct and in line with the requirement of the Bid Document. If the documents/certificates/information submitted with the bid are found fake/false at any point of time, the responsibility for the same and consequence thereof shall solely rest with me/us only and in that event the Employer shall be entitled to take action as may be deemed fit to debar me/us (bidder), cancel the contract including forfeiture of Bid Security/ Performance Security etc.
10. I/We also undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, I/we shall strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988" or its amendment thereof as well as Integrity Pact included in the Bid Document.

Yours faithfully,

Witness _____

Signature in the capacity of _____

Date:

Place:

(Signature)

(Name of Signatory, duly authorised to sign the bid on behalf of the
bidder (In block letters))

(Designation / Title of signatory)

(Common Seal)

Postal Address of the bidder: _____

Phone: _____

Fax: _____

E-mail Address: _____

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FORM: 3

WARRANTY FORM

M/s. _____ having its registered office at _____ (hereinafter referred to as the "bidder") having carefully studied all the documents pertaining to "Empanelment of the Firms of Chartered Accountants/ Cost accountants for conducting Internal Audit in NEEPCO for the Financial Year 2025-26, 2026-27 and 2027-28" and the local and site conditions having undertaken to execute the said services, do hereby warrant that:-

- 1 The bidder is familiar with all the requirements of the Contract.
- 2 The bidder has investigated the site and satisfied himself regarding the character of the service and local conditions that may affect the service or its performance.
- 3 The bidder is satisfied that the service can be performed and completed as required in the Contract.
- 4 The bidder accepts all risks directly or indirectly connected with the performance of the Contract.
- 5 The bidder has had no collision with any other person in the Corporation to execute the said services according to the terms and conditions of the said Contract.
- 6 The bidder has not been influenced by any statement or promise of the Corporation or the Officer-in-Charge but only by the Contract Document.
- 7 The bidder is financially solvent.
- 8 The bidder is experienced and competent to perform the Contract to the satisfaction of the Officer-In-Charge.
- 9 The statement submitted by the bidder is true.
- 10 The bidder is familiar with all general and special Laws, Acts, Ordinances, Rules and regulations of the Municipalities, District, State and Central Government that may affect the service, its performance or personnel employed therein.

(Signature)

Date: _____

For and on behalf of the Contractor.

Full Address with e-mail _____

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FORM: 4

BID SECURITY DECLARATION

(Bidders shall submit this Bid Security Declaration on their Letter head)

I/We(Name of Bidder)....., hereby accepts that if I/We withdraw or modify my/our bid submitted against **Empanelment of the Firms of Chartered Accountants/ Cost accountants for conducting Internal Audit in NEEPCO for the Financial Year 2025-26, 2026-27 and 2027-28**, after the bid opening during the period of bid validity and extension(s) thereof, I/We shall be suspended from participating in future tenders of the Corporation for a period of 2(two) years from the date of issue of notice of such suspension by the Corporation.

Date:.....

Place:.....

Signature:.....

Name :.....

Seal :.....

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SECTION-VI: TENDER FORMS

FORM: 5

POWER OF ATTORNEY

**[On Non-Judicial Stamp Paper of Appropriate value and Notarised as per
Law]**

Bidders shall submit the Power of Attorney online including its physical submission in original

To,

Executive Director,
Contracts & Procurement,
North Eastern Electric Power Corporation Ltd.,
Brookland Compound, Lower New Colony,
Shillong-793003
Meghalaya, India

KNOW BY ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED,(Name)....., (Title)..... of
M/s.(Name of the Company/ Partnership /Limited liability Partnership firms), lawfully
authorized to represent and act on behalf of the said Company/ Partnership /Limited liability Partnership firms, a
Company/ Partnership /Limited liability Partnership firms formed and existing under the laws of(Name of
Country) with a REGISTERED/PRINCIPAL OFFICE/PLACE OF BUSINESS at (Complete address) (THE
“EXECUTANT”) does hereby make, constitute and appoint Mr.(name of Attorney), (Title) of M/s.
(Company), whose signature appears below, to be the true and lawful attorney, and authorise said Attorney to
conduct negotiations with North Eastern Electric Power Corporation Limited (THE “OWNER”) and to sign the tender,
and to execute all the necessary matters related thereto in the name and on behalf of the said company in
connection with the Bid for “**Empanelment of the Firms of Chartered Accountants/ Cost accountants for
conducting Internal Audit in NEEPCO for the Financial Year 2025-26, 2026-27 and 2027-28**” issued by North Eastern
Electric Power Corporation Limited (THE “OWNER”). Whereas the undersigned is fully authorised to deliver such
Power of Attorney to above named person/Company.

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

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

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

For (Name of the EXECUTANT)
(Signature of authorised representative.....)
(Name of authorised representative.....)
(Designation of authorised representative.....)
(Seal of the Company/ Partnership /Limited liability Partnership
firms)

Witness:
Signature:
Name:
Designation:

[Notarized/ legalized]

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Notes:

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

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FORM: 6

SELF-DECLARATION BY BIDDER

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

I/We hereby declare that none of its partners(s) or qualified employee(s) of the _____ (Name of the Firm) is a partner in any other audit firm which is applying for empanelment in North Eastern Electric Power Corporation Ltd (NEEPCO Ltd) for conducting Internal Audit for the FYs 2025-26. 2026-27 and 2027- 28.

Date

Place.....

Signature

Name.....

Seal.....

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FORM: 7

BANK DETAILS WITH AUTHORIZATION FOR E-PAYMENT

(Bidders shall submit this online)

- a) Name of the Bank:
- b) Branch of the Bank:
- c) IFSC Code of the Branch:
- d) Account Type:
- e) Account Number:
- f) City/Town:
- g) Telephone No. of contact Officer in the Bank:
- h) E- mail address of contact Officer in the Bank:
- i) GSTIN No. of the Bidder:

Date:.....

Place:.....

Signature:.....

Name :

Seal :

Note: Please enclose one cancelled cheque for E-Payment

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FORM: 8

DECLARATION/ UNDERTAKING REGARDING APPLICABILITY OF STARTUPS UNDER STARTUP INDIA INITIATIVE

1) I/We confirm that the provisions of Start-up India Initiatives are:

Applicable to us and our organization falls under the definition of Start-ups.

Not applicable to us and our organization does not fall under the definition of Start-ups.

Please (tick) the appropriate box and attach documents / certificates, if any.

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

Dated _____

Signature of Bidder _____

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FORM: 9

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

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

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

i) [] – Micro Enterprises

ii) [] – Small Enterprises

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

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

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

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

Dated _____

Signature of Bidder _____

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SECTION-VI: TENDER FORMS

FORM: 10

NON-DISCLOSURE AGREEMENT

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

BY AND BETWEEN

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

AND

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

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

WHEREAS both the Parties herein wish to pursue discussions and negotiate with each other for the purpose of
entering into a potential business arrangement in relation to **Empanelment of Firms for conducting Internal Audit
for the FYs 2025-26, 2026-27 and 2027-28** (“Proposed Transactions”);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Each Party agrees that the conditions in this Agreement and the Confidential Information disclosed pursuant to this Agreement are of a special, unique, and extraordinary character and that an impending or existing violation of any provision of this Agreement would cause the other Party irreparable injury for which it would have no adequate remedy at law and further agrees that the other Party shall be entitled to obtain immediately injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.

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

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

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

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

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

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

i. years after the termination of the binding agreement

ii.years after the expiry of the binding agreement

(whichever is earlier)

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

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

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

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

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

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

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

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

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ANNEXURE-I

ANNEXURE-I

❖ **ZONEWISE DISTRIBUTION OF AREAS (PROJECT / PLANT/OFFICES)**

ZONE	AREA (PROJECT / PLANT/OFFICES)
I	<ol style="list-style-type: none">1. Panyor Lower Hydro Power Station (PLHPS) (405 MW), Yazali, Arunachal Pradesh2. Pare Hydro Power Station (PHPS) (110 MW), Doimukh, Papum Pare District, Arunachal Pradesh and Office of the Executive Director (Itanagar).3. Kameng Hydro Power Station (KaHPS) (600 MW), Kimi, West Kameng, Arunachal Pradesh
II	<ol style="list-style-type: none">1. Kopili Hydro Electric Power Station (KHPS) (275 MW), Umrongso, DimaHasao District, Assam.2. Assam Gas Based Power Station (AGBPS) (291 MW) located at Bokuloni, Tinsukia, Assam.3. Doyang Hydro Power Station (DHPS) (75 MW), Wokha, Nagaland.
III	<ol style="list-style-type: none">1. Agartala Gas Based Power Station (AgGBPS) (135 MW), R. C. Nagar, Agartala, Tripura.2. Tripura Gas Based Power Station (TGBPS) (101 MW) including Monarchak Solar Power Station (MSPS) (5MW), Monarchak, Sonamura, Tripura.3. Tuirial Hydro Power Station (THPS) (60 MW), Kolasib, Mizoram
IV	<ol style="list-style-type: none">1. Corporate Head Quarter office in Shillong and Wah – Umiam Project located at Meghalaya2. Delhi Office including Kolkata office & 300 MW ground Mount Solar Power Project (records available in Delhi office)3. Offices located at Guwahati (including Tezpur office) located in the State of Assam and the projects TATO-I, TATO-II and Heo

The appointment of an Audit Firm shall be made from the empaneled list of firms based on ranks obtained in descending order. However, assignment of the Units (Projects/Plants/Offices) - Zone wise, as above, to the empaneled Firms for conducting Internal Audit shall be done by NEEPCO at its discretion and no request in this regard shall be accepted.

Through this bidding process of NEEPCO, a panel of up to 10 (ten) firms of Chartered Accountants/Cost Accountants shall be shortlisted through evaluation and based on highest marks obtained in descending order (i.e., H1 to H10).

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