

**ODISHA RENEWABLE ENERGY DEVELOPMENT AGENCY
BHUBANESWAR**

S/3-59, Mancheswar Industrial Estate
PO-Rasulgarh, Bhubaneswar- 751 010

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RFP Reference No.

Date:

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1.1 Proposals are invited from eligible Chartered Accountant Firms for engagement as Statutory Auditors of Odisha Renewable Energy Development Agency, Bhubaneswar vide a service contract with specific terms and conditions. The contract shall be for a period of three years commencing from 2015-16, subject to satisfactory performance of the Firm and with the mutual consent of both the parties.

1.2 Interested Chartered Accountant Firms can download the RFP document containing detailed terms and conditions, scope and eligibility criteria from the official website: www.oredaorissa.com

1.3 The proposal by eligible Chartered Accountant Firms shall reach the Office of the undersigned within due date and time (i.e. 01.12.16 upto 4 P.M.) in the prescribed format and manner. Proposals received after due date and time shall be rejected.

1.4 Key Information:

Sl. No.	Particulars	Information
1.	Start Date for availability of RFP document in the official website	17.11.16
2.	Last date and time for receipt of RFP	01.12.16 (upto 4 PM)
3.	Date and time for opening of RFP (Technical)	02.12.16 (at 11 AM)
4.	Address for submission of RFP	S-3/58, Mancheswar Industrial Estate, Bhubaneswar-10

Note: In case the closing date for sale of RFP document or/ and last date for receipt of RFP happens to be a holiday for any reason, the activity will be held on the immediate next working day at the same time

Sd/-dt-15.11.2016

Chief Executive
OREDA

2. Terms of Reference (TOR)

2.1 Eligibility Criteria

The interested Bidders shall have to comply to the following criteria to participate in the tendering process –

- a) Must have either its registered office or branch office in Odisha for at least 3 years. (Self-Attested copy of Registration Certificate issued by The Institute of Chartered Accountants of India to be furnished.)
- b) Must be registered with the Institute of Chartered Accountants of India for not less than 10 years as on the last date of submission of this RFP. (Self-Attested copy of Registration Certificate issued by The Institute of Chartered Accountants of India)
- c) In case of CA Firm, the firm must be empanelled with Comptroller & Auditor General of India. (Self-Attested copy of latest Comptroller & Auditor General of India Empanelment Letter to be furnished.)
- d) Must be having minimum three partners as on 1st January, 2016 (Self-Attested copy of latest Constitution Certificate from The Institute of Chartered Accountants of India to be furnished.)
- e) Must be registered under Service Tax Act. (Self-Attested Service Tax Registration Certificate to be furnished.)
- f) Must be having minimum Average Annual Turnover of Rs.20 lakhs during the last 3 Financial Years i.e. 2013-14, 2014-15 & 2015-16. (Self-Attested copies of Audited Profit & Loss Accounts and Balance Sheets to be attached. Provisional Profit & Loss Accounts and Balance Sheets will not be considered.)

2.2 Scope of Work

The Firm shall be responsible for the following works –

- i. Preparation of statutory Audit report
- ii. Preparation of Annual Accounts for the period 2015-16, 2016-17 and 2017-18.
 - i. recommend improvements to internal controls;
 - ii. ascertain the extent of compliance with procedures, policies, regulations, statutory obligations and other legislations;

- iii. provide reassurance to management that their policies are being carried out with adequate control of the associated risks;
 - iv. facilitate good practice in managing day to day financial affairs;
 - v. Ensure that assets and interests are safeguarded from fraud, deter fraudsters and possibly identify fraud.
2. Provide necessary guidance for development of proper accounting System, maintenance of essential books of accounts and preparation, Presentation & finalization of accounts of OREDA Office
- Conduct risk-based audit and report the management on quarterly basis the inefficient and weak areas, deficiency in internal control system with suggestion for remedial measures.
- iii. Report on financial impropriety and irregularities and system inadequacies that lead to such impropriety/ irregularity with suggestion of measures for improvement of the system on quarterly basis.
 - iv. Filling of case for exemption of Income Tax on Deposits of Boards fund.

2.3 Responsibilities of the Service Provider

Following are the responsibilities of the Firm (Service Provider) –

- a) Engage minimum three **Audit Assistants** as follows to verify transactions besides examining other aspects on day to day basis -
 - i) **One semi-qualified professional (Inter CA/ Inter ICWA)**
 - ii) **Two experienced Accounts Assistant.**
- b) Ensure proper conduct of the deployed personnel in the office premises.
- c) The personnel deployed should be polite, cordial and efficient and their actions should promote goodwill and uphold the image of OREDA. The Firm shall be responsible for any act of indiscipline on the part of the persons deployed.
- d) The personnel deployed should be present in OREDA office in all working days in a month.

2.4 Responsibilities of OREDA

The responsibilities of the OREDA Office shall include:

- a) Provide suitable place for sitting for the deployed persons.
- b) Co-operate with the Chartered Accountant firm for smooth conduct of the assignments.

2.5 Timeline:

The auditor should submit internal audit reports as per the following timelines –

Sl. No.	Period	Tentative Date of Submission of Audit Report
1.	2015-16	3 months from the date of assignment
2.	2016-17	3 months from the date of assignment
3.	2017-18	3 months from the date of assignment

2.6 Payment & Price Validity

- a) The Firm shall be paid on submission of statutory audit reports along with the bills.
- b) The price as quoted by the Firm shall remain unchanged during the contract period.
- c) Service Tax as applicable shall be paid extra at the applicable rate.

2.7 Period of Engagement

- a) The engagement shall be for a period of three years i.e. F.Y.2015-16, 2016-17 & F.Y. 2017-18.
- b) The contract may be renewed for another year subject to satisfactory performance of the firm and with the mutual consent of both the parties.
- c) The agency shall sign the contract (Format given in **Annexure 4**) and start providing services (actual engagement of personnel) within 07 days of issue of Letter of Award/ Intimation.

2.8 Termination/ Suspension of Agreement

- a) The contract can be terminated at any time prior to its completion by either Party with 60 days of notice period.
- b) OREDA may, by a notice in writing suspend the agreement if the Firm fails to perform any of its obligations including carrying out the services, provided that such notice of suspension:
 - (i) Shall specify the nature of failure, and
 - (ii) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- c) OREDA after giving 30 days clear notice in writing expressing the intention of termination by stating the ground/ grounds on the happening of any of the events (i) to (iv) below, may terminate the agreement after giving reasonable opportunity of being heard to the firm -

- (i) If the firm does not remedy a failure in the performance of its obligations within 15 days of receipt of notice or within such further period as OREDA have subsequently approved in writing.
- (ii) If the firm becomes insolvent or bankrupt.
- (iii) If, as a result of force majeure, the firm is unable to perform a material portion of the services in a period of not less than 60 days: or
- (iv) If, in the judgment of the OREDA, the firm is engaged in corrupt or fraudulent practices in course of providing the service.

3. Instructions to Bidders

3.1 Submission of the Proposal

The proposal shall be submitted in a sealed envelope with clear inscription as “PROPOSAL FOR EMPANELLEMENT OF CHARTERED ACCOUNTANT FIRM”

The Proposal shall be in two parts i.e. Cover-A and Cover-B. “Cover-A” shall contain the Technical Proposal and “Cover-B” shall contain the Financial Proposal.

- a) Technical and Financial Proposal shall be submitted separately in **sealed covers** with clear inscription as **“TECHNICAL / FINANCIAL PROPOSAL; RFP REFERENCE NO. -----”** on top of respective covers and both the sealed envelopes shall be sealed in a third envelop with required inscription on it as mentioned in Clause (a) above.
- b) Any material omission in the proposal shall make the proposal unacceptable at the discretion of the management and the bid will be liable to be rejected.
- c) **The Proposal shall remain valid for a period not less than 120 days after the last date of submission of RFP.**

3.2 Contents of the Proposal

- a) The technical proposal in addition to proof of eligibility shall contain:
 - 1. All the information, documents and clarifications as required under **Annexure 1 & T. O.R.**
 - 2. Copy of the RFP Document signed on every page by the duly authorized Signatory.

3. Authorization Certificate issued by the firm for the Signatory signing the Documents submitted to OREDA for this Tender.

b) The Financial Proposal shall be submitted in the format given in **Annexure 2**.

3.3 Evaluation and Selection

a) The proposals shall be evaluated in two stages i.e. technical evaluation and financial evaluation.

b) The Financial Proposals shall be opened of those Firms who will qualify in the technical evaluation.

c) Financial Proposals shall be opened in the presence of the technically qualified firms' representatives, who choose to attend in person at

Date of Opening of Financial Proposals shall be communicated to the technically qualified firms.

d) For financial evaluation, Price excluding Tax shall be taken into consideration.

3.4 Award of Contract

a) Contract shall be awarded to the firm whose bid price will be the lowest.

b) Any effort by a firm to influence OREDA authority in its decision on bid evaluation or placement of Work Order may result in rejection of the firm's offer.

c) Any legal dispute arising out of this is subject to Bhubaneswar jurisdiction only.

4. Special Conditions of Contract

a) OREDA may advise the firm to disengage any of its staff from service, with 24 hours prior intimation, in case OREDA found any negligence on the part of that particular staff.

b) The firm shall be totally responsible for the conduct of the personnel engaged for the service and the management shall not be responsible for their conduct at any point of time.

c) In case of any damage/ pilferage caused to the property of OREDA due to mishandling, carelessness of the firm's personnel, the same shall be recovered from the firm adjusting the amount against their monthly bill.

- d) The persons deployed shall, during the course of their work, will have access to classified documents, which they are not supposed to divulge to third parties. Any breach of this condition shall make the firm liable for penal action under the applicable laws besides action for breach of contract.
- e) The Management shall provide suitable place for sitting for the deployed persons.
- f) The firm shall also be liable for depositing all taxes, levies, cess, etc. on account of service rendered to OREDA with the concerned tax collection authorities, from time to time, as per the applicable rules and regulations. The firm shall have the responsibility to furnish documentary evidence in support of the statutory compliance to OREDA as and when sought for.
- g) The Tax Deducted at Source (TDS) shall be done as per the provisions under Income Tax Act.
- h) In case of non-performance, part performance or non-adherence of the statutory obligations due to negligence on part of the Firm, penalty would be imposed by the OREDA proportionate to the extent of default/ non-compliance.
- i) OREDA shall not be responsible for any financial loss or any injury to any person deployed by the Firm in the course of their performing the functions/duties, or for payment towards any compensation.
- j) The Firm shall provide a suitable substitute well in advance if there is any probability of the person leaving the job due to his/ her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Firm.

5. Penalty Clauses

1. In case the Firm fails to commence/ execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract, OREDA reserves the right to impose the penalty as detailed below:

- a. 2% of cost of order/ agreement per week, up to 2 weeks delay.
- b. After 2 weeks delay, OREDA reserves the right to cancel the contract and withhold the agreement and get this job be carried out from other firm (s) from open market at the competitive rates. The defaulting firm will be blacklisted for a period of 2 years.

2) For any breach of contract, OREDA shall impose a penalty to the extent of Rs. 10,000/- only on the first occasion upon the firm in the event of breach, violation or

contravention of any of the terms and conditions contained herein brought to the notice of OREDA.

3) The Chief Executive, OREDA reserves the right to waive the penalty to the extent possible if feels proper.

Sd/-dt-15.11.2016

Chief Executive
OREDA

Profile of the Applicant

(To be furnished along with the Technical Proposal Cover “A”)

Sl. No.	Particulars	Details
1.	Name and Address of the CA Firm	
2.	Constitution and Date of Incorporation/ Registration (Self-attested copy of Certificate of Incorporation/ Registration to be furnished.)	Date of Incorporation/ Registration: Date of Opening of Main Office or Branch Office in Odisha:
3.	Date of Registration with The Institute of Chartered Accountants of India (Self-Attested copy of Registration Certificate issued by The Institute of Chartered Accountants of India to be furnished.)	Date:
4.	In case of CA Firm, year of empanelment with Comptroller & Auditor General of India. (Self-Attested copy of latest Comptroller & Auditor General of India Empanelment Letter to be attached.)	
5.	No. of Partners as on 1st April, 2016 (Self-Attested copy of latest Constitution Certificate from The Institute of Chartered Accountants of India/ The Institute of Cost Accountants of India to be furnished.)	
6.	Name, Designation, Contact No. and Address of the Contact Person/ Local Representative	
7.	Years of experience (as on 1 st April, 2016) in Concurrent Audit and/ or Internal Audit and/ or System Audit and Management Audit and/ or Cost Audit of Public Sector Undertakings (PSU) with annual turnover/ capital expenditure exceeding Rs.20 Crores. Out of the total experience during the above period, the firm must be having at least one year in Odisha. (Self-Attested copies of Appointment Letters/ Agreements/ Work Orders issued by such PSUs along with extract of Audited Financial Statements in support of turnover or expenditures to be furnished.)	1. Name of Client 2. Date of Contract 3. Duration of Engagement 4. Contract Value 5. Contract Status (Completed/Ongoing)

8.	Experience in conducting Concurrent Audit and/ or Internal Audit and/ or System Audit and Management Audit and/ or Cost Audit of Public Sector Undertakings during the last 3 financial years i.e. 2013-14 to 2015-16. (Self-Attested copies of Appointment Letters/ Agreements/ Work Orders issued by such PSUs along with proof of claim to be furnished).					
9.	No. of Staff of the Firm (Self-Attested copy of documentary evidence in this respect to be furnished.)					
10.	Date of Registration under Service Tax Act. (Self-Attested Service Tax Registration Certificate to be attached.)					
11.	Annual Turnover of the Firm for last 3 Financial Years i.e. 2013-14,14-15 & 2015-16 (Self-Attested copies of Audited Profit & Loss Accounts and Balance Sheets to be attached. Provisional Profit & Loss Accounts and Balance Sheets will not be considered.)	<table border="1"> <thead> <tr> <th data-bbox="991 761 1244 1019">F.Y.</th> <th data-bbox="1244 761 1541 1019">Turnover (Rs. in Lakh)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	F.Y.	Turnover (Rs. in Lakh)		
F.Y.	Turnover (Rs. in Lakh)					
12.	Registration/empanelment details with different Authorities	(i) Authority (s): (ii) Date of Registration				
13.	Any other details the Firm would like to furnish (Example: Awards & Accreditations)					

Note:

- (i) Information may be furnished in separate sheet (s) wherever necessary.
- (ii) In case of documents, they should be self attested photocopies.

Date:

Place:

Authorized Signatory

FINANCIAL PROPOSAL
(To be furnished in Cover "B")

Name and Address of the Bidder:

Price Details:

Sl. No.	Particulars	Rate per Annum (Excluding Tax) (Rs.)
1.	Audit Fees	
2.	Service Tax (Rate- %)	
Total (1+2)		

Total Price Excluding Tax: Rs..... (in words.....) only

Note: If there is a discrepancy between words and figures, the amount in words shall prevail.

Date:

Place:

Authorized Signatory

(Signature and seal of the authorized signatory)

Standard Format for Evaluation of Technical Proposal

Name & Address of the Chartered Accountant Firm:				
(For office use only)				
Sl. No.	Criteria	Maximum Marks	Marks Obtained	Remarks
1.	No. of years of Registration with the Institute of Chartered Accountants of India/ The Institute of Cost Accountants of India: a) Between 10 to 12 years: 5 marks b) Above 12 years, up to 15 years: 7 marks c) Above 15 years: 10 marks	10		
2.	No. of Partners: a) Between 3 to 5 nos.: 10 marks b) Between 6 to 8 nos.: 12 marks c) Above 8 nos.: 15 marks	15		
3.	Years of Experience in Concurrent Audit and/ or Internal Audit and/ or System Audit and Management Audit and/ or Cost Audit of PSUs with annual turnover/ capital expenditure exceeding Rs.20 Crores: a) Between 3 to 5 years: 15 marks b) Above 5 years, up to 10 years: 20 marks c) Above 10 years: 30 marks	30		
4.	Experience in Concurrent Audit and/ or Internal Audit and/ or System Audit and Management Audit and/ or Cost Audit of PSUs: a) Between 2 to 3 nos.: 15 marks b) Above 3 nos., up to 5 nos.: 20 marks c) Above 5 nos.: 30 marks	30		
5.	Annual Turnover (last three Financial Years i.e. 2012-13, 2013-14 & 2014-15 or 2013-14, 2014-15 & 2015-16): a) Between Rs.75.00 Lakh to Rs.100 Lakh: 10 marks b) Above Rs.100.00 Lakh, up to Rs.150 Lakh: 12 marks c) Above Rs.150.00 Lakh: 15 marks	15		
Total		100		

FORMAT FOR AGREEMENT

1. An agreement made this.....day of 2016 BETWEEN Odisha Renewable Energy Development Agency. (OREDA), Bhubaneswar (hereinafter called "**1st Party**") of the one part AND **<insertnameandaddressoftheserviceprovider>** (hereinafter called "**2nd Party**", which expression shall, where the context so admits, be deemed to include his heirs/ successors/ executors/ administrators) of the other part.
2. Whereas the 2nd Party has been selected by OREDA through an open tender issued vide Reference No.....dated, and accordingly the letter of award was issued vide No.....dated..... inviting to execute the contract.
3. And whereas the 2nd Party agreed to conduct Internal Audit of OREDA, Bhubaneswar as per the provisions in the RFP document.

NOW THESE PRESENT WITNESSES AS FOLLOWS:

4. The following documents shall be deemed to form and be read and constructed as integral part of this Agreement, viz.:
 - a) RFP Terms of Reference;
 - b) Submissions and Declaration as part of the Proposal submitted;
 - c) Notification of Award issued by the Authority.
 - d) Special Conditions of Contract
 - e) Penalty Clauses
5. In consideration of the payments of Rs.....(in words.....) to be made by the 1st Party to the 2nd Party, the 2nd Party hereby covenants with the 1st Party to provide the agreed Services in all respects as per the provisions of this Contract.
6. The 1st Party hereby covenants to pay the 2nd Party in consideration of the provision of the agreed services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.

7. The description of the services to be rendered by the 2nd Party under this contract and their prices as offered by the 2nd Party and accepted by the 1st Party are as under:

<Insert the price bid submitted by the Agency>

8. PRICE

The price shall be **firm and fixed** during the period of contract. Service tax shall be paid at the rate as applicable.

9. PAYMENT

The payment shall be made to the 2nd Party on submission of the Statutory audit report

For and on behalf of the C A Firm

For and on behalf of OREDA

Authorized Signatory

<Name and Address of the CA Firm>

Authorised Signatory

Date:

Date:

1. Witness

1. Witness

2. Witness

2. Witness