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ORISSA RENEWABLE ENERGY DEVELOPMENT AGENCY

S/59, MANCHESWAR INDUSTRIAL ESTATE

BHUBANESWAR - 751010, ORISSA

Website : www.oredaorissa.com E-mail : ceoreda@oredaorissa.com

No. ~~4901~~

Date ~~27/11/18~~

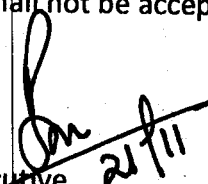
S. Pradh
Sr. Asst
27/11/18

Notice Inviting Proposal for appointment of Auditor

Proposals are invited from eligible CAG empanelled Chartered Accountant Firms for engagement as Auditor for concurrent audit of the accounts of Odisha Renewable Energy Development Agency, Bhubaneswar vide a service contract with specific terms and conditions. The contract shall be initially for a period of three years commencing from the date of appointment subject to satisfactory performance of the Firm and with the mutual consent of both the parties.

Interested Chartered Accountant Firms can download and see the details on the terms & conditions of appointment, scope and eligibility criteria from the official website: www.oredaorissa.com

The proposals by eligible Chartered Accountant Firms should reach the Office of the undersigned latest by 3.00 P.M. on ~~21.12.18~~ in the prescribed format and manner. Proposals received after due date and time shall not be accepted.


Chief Executive

Odisha Renewable Energy Development Agency,

Bhubaneswar

Memo No. 4902

Dt. 27/11/18

Copy to the Director (Admn), OREDA for information. He is requested to take step for publication of the advertisement in the Odia daily, "Samaj" and English daily, "The Indian Express" of Bhubaneswar edition as well as uploading the RFP documents in the official website www.oredaorissa.com.


Chief Executive

1. Notice Inviting Proposal for appointment of Auditor

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1.2 Interested Chartered Accountant Firms can see the details on the terms & conditions of appointment, 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 latest by 3.00 P.M. on 21.12.2018 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.	28.11.2018
2.	Date & Time for Pre-Proposal Meeting	06.12.2018
3.	Venue of Pre-Proposal Meeting	Conference Hall of OREDA, S-3/58, Mancheswar Industrial Estate, Bhubaneswar.
4.	Last date and time for receipt of Application	21.12.2018 3.0PM
5.	Date & time for opening of bid	21.12.2018 4.0PM
6.	Address for submission of Application	S-3/58, Mancheswar Industrial Estate, Bhubaneswar.

Note: In case the closing date for submission of Application and/or Pre-proposal meeting happens to be a holiday for any reason, the activity will be held on the immediate next working day at the same time & place.

2. Eligibility Criteria

The interested applicants shall have to comply to the following criteria to participate in the bid 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 Accounts of India to be furnished.)

- b) Must be registered with the Institute of Chartered Accountants of India for not less than 5 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) 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 a minimum **three years** of experience (as on 31st March, 2018) in Concurrent Audit and/ or Internal Audit and/ or Statutory Audit / System Audit and Management Audit and/ or Cost Audit of Public Sector Undertakings (PSU) with annual turnover/ capital expenditure exceeding **Rs. 20 Crore** . Out of the total experience during the above period, the firm must be having at least one year work experience 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.)
- e) Must be registered under GST Act. (Self-Attested Service Tax Registration Certificate to be furnished.)

3. Scope of Work

The firm shall be responsible for the following works-

- i. Concurrent audit of accounts of every month in the succeeding month thereof.
- ii. Scrutiny of documents and other details of tendering process, finalisation of bids with reference to prevailing procedures and statutory criteria.
- iii. To recommend improvements to internal controls;
- iv. To ascertain the extent of compliance with procedures, policies, regulations, statutory obligations and other legislations;
- v. To provide reassurance to management that their policies are being carried out with adequate control of the associated risks;
- vi. To facilitate good practice in managing day to day financial affairs;
- vii. To ensure that assets and interests are safeguarded from fraud, deter fraudsters and identify fraud.
- viii. To provide necessary guidance for development of proper accounting system, maintenance of essential books of accounts and preparation, presentation & finalisation of accounts of OREDA.
- ix. To 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.

4. Responsibilities of the Service Provider

Following are the responsibilities of the Firm.

- a) Engage minimum one qualified Auditor for the above purpose of concurrent audit.
- 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 complete the audit of the accounts of the preceding month well in time before 10th day of the succeeding month.

5. Responsibilities of the 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 by production of all accounts records without delay.

6. Timeline

The auditor should submit concurrent audit report monthly soon after the audit is completed in the manner that the Audit report on the accounts of a month should be submitted before commencement of audit for the next month.

7. Payment & Price Validity

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

8. Period of Engagement

- a) The engagement shall be for a period of three years from the month of appointment.
- 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- 2) and start providing services (actual engagement of personnel) within 07 days of issue of Letter of Award / Intimation.

9. Termination / Suspension of Agreement

- a) The contract can be terminated at any time prior to its completion by either Party with 30 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 request remedy of such 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 (iii) 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, in the judgement of the OREDA, the firm is engaged in corrupt or fraudulent practices in course of providing the service.

10. Instructions to Bidders

10.1 Submission of the Proposal

The proposal shall be submitted in sealed envelope with clear superscription as "Proposal for appointment of Auditor."

The proposal shall contain the following documents.

- a) All relevant documents in support of the eligibility criteria as per Para 2.1.
- b) The financial proposal in the format given in Annexure-1.
- c) Any material omission in the proposal shall make the proposal unacceptable at the discretion of the management and the proposal will be liable to be rejected.
- d) The sealed envelope containing the required documents and proposal to be sent only through regd. post/speed post should reach the office of the undersigned latest by 3 PM on 21.12.2018.

10.2 Selection Procedure

- a) The proposals shall be evaluated taking into consideration the eligibility criteria and financial proposal.
- b) For financial evaluation, Price excluding Tax shall be taken into consideration.

10.3 Award of Contract

- a) Appointment order will be issued in favour of the firm whose bid price will be the lowest and on compliance to eligibility criteria.
- b) Any effort by a firm to influence OREDA authority in its decision on bid evaluation or issue of appointment order may result in rejection of the firm's offer.
- c) Any legal dispute arising out of this is subject to Bhubaneswar jurisdiction only.

11. Special Conditions of Contract

- a) OREDA may advise the firm to disengage the Auditor from service, with 24 hours prior intimation, in case OREDA found any negligence on the part of the Auditor.
- b) The firm shall be totally responsible for the conduct of the Auditor engaged for the service and the management shall not be responsible for their conduct at any point of time.
- c) The Auditor shall, during the course of his work, will have access to classified documents, which he is 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.
- d) The Management shall provide suitable place for sitting for the Auditor.
- e) 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 & regulations. The firm shall have the responsibility to furnish documentary evidence in support of the statutory compliance to OREDA as and when sought for.
- f) In case of non-performance, part performance or non-adherence to 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.
- g) 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.
- h) 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.

12. 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 & 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 & 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/-
Chief Executive
OREDA

FINANCIAL PROPOSAL

1. Name and Address of the Bidder :

a. Name of the firm :-

b. Detailed Address:-----

c. Mobile No.:-

E-mail:-

d. ICAI Regn. No.

2. Price Details:

Sl. No.	Particulars	Monthly Amount
1.	Audit Fees	
2.	GST (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:

Authorised Signatory

(Signature and seal of the authorised signatory)

FORMAT FOR AGREEMENT

1. An agreement made this..... day of 2018 BETWEEN Odisha Renewable Energy Development Agency (OREDA), Bhubaneswar (hereinafter called " 1st Party") on the one part AND < insert name and address of the CA firm > (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 concurrent 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 construed 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

8.1 The price so decided shall be **firm and fixed** during the period of contract. GST shall be paid at the rate as applicable.

9. PAYMENT

9.1 The payment shall be made to the 2nd Party on submission of the concurrent audit report.

For and on behalf of the CA Firm

For and on behalf of OREDA

Authorised Signatory

<Authorised Signatory>

<Name and Address of the CA Firm>

Date:

Date:

1. Witness

1. Witness

2. Witness

2. Witness