

North Eastern Electric Power Corporation Limited

(A Government of India Enterprise)

नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉरपोरेशन लिमिटेड
भारत सरकार का उपक्रम

Corporate Identity No.U40101ML1976GOI001658

No. NEEPCO/IC&A/60/2022-23/ 72

Date: 30.11.2022

To,
Tej Raj & Pal,
5th Floor, Ram Kumar Plaza,
Chatribari Road, Guwahati – 781001.
Email-tejrajpal@yahoo.co.in

Sub: Detailed Order for Internal Audit of Units of NEEPCO pertaining to the Financial Year 2022-23.

Ref: i) NIB NO. 426 dated 06.09.2022

ii) Your Bid dated 26.09.2022.

Madam/ Sir,

With reference to above, the North Eastern Electric Power Corporation Limited (NEEPCO/the Company) is pleased to place this detailed Order for Internal Audit works pertaining in the Financial Year 2022-23. The Units (Projects) allotted to you for conducting audit during the FY 2022-23 are

1. Ranganadi Hydro Power Station (RHPS) (405 MW), Yazali, Arunachal Pradesh;
2. Pare Hydro Power Station (PHPS) (110 MW), Doimukh, Papum Pare District, Arunachal Pradesh; and
3. Kameng Hydro Power Station (KaHPS) (600 MW), Kimi, West Kameng, Arunachal Pradesh.

All the projects are under Zone-I category as stipulated in the NIB.

Total audit fee for the FY 2022-23 for the works of Internal Audit pertaining the above Units is Rs.9,94,200.00 (Rupees Nine lakh ninety-four thousand and two hundred only) exclusive of GST, which will be paid extra as applicable. Further, out of pocket expenses, such as travelling, Boarding & Lodging, ex Guwahati will be borne by the Company.

All terms and conditions as stipulated in the NEEPCO's NIB no. 426 dated 06.09.2022 for empanelment of Internal Auditors and further amendments/clarifications there-to, if any, shall be applicable, whether mentioned specifically herein or not. However, the salient Terms and Conditions are mentioned below:

Regd. Office: Brookland Compound, Lower New Colony, Shillong – 793 003

Tele: 0364-2223176; Fax: 0364-2505776

e-mail: compilationshillong@gmail.com

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भारत सरकार का उपक्रम

Corporate Identity No. U40101ML1976GOI001658

1. Scope of Internal Audit & Areas to be covered:

Scopes of Internal audit and areas to be covered while auditing at various Units (Project and Offices) of NEEPCO are attached as **Annexure-A**. However, it is emphasised that the coverage and reporting should not be restricted to the aspects included in the Annexure alone. Professional expertise and judgement should be exercised in all areas and aspects of Audit Assignment.

Further, scopes of audit include reporting on Internal Financial Control (IFC) of the NEEPCO. The list of existing IFC parameters of the Company will be provided to you shortly, however, the same are subjected to review and modification from time to time.

2. Audit Team:

Auditors will ensure deployment of a team suitable for conducting the audit commensurate with size of the auditee Units, works volume involved (including reporting requirements/ mandatory requirements) and keeping in consideration the requirements as stipulated in the NIB for undertaking the audit.

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

The Auditors are requested to discuss audit plan, well in advance, with Head of the IC&A department, Shillong and Heads of Finance of the auditee Units to ensure timely completion of audit and submission of reports.

The Head of Finance/ HoD - Finance of the Units will coordinate with the Audit Team for smooth functioning of the audit.

3. Period of Audit:

Internal Audit for the FY 2022-23 to be conducted in 02 (two) Phases (Phase - I covering the period from April'22 to September'22 and Phase - II covering the period from October'22 to March'23). The commencement of Phase-I audit of each Unit of NEEPCO for the FY 2022-23 will be from the

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Corporate Identity No. U40101ML1976GOI001658

01st week of December 2022 and to be completed by the 03rd week of December 2022. The commencement of Phase –II will be on/around 15th of March'22 and to be completed by 05th of April'22.

4. Reporting Requirements

The outcome of the audit should be discussed with Head of Project and Head of Finance of each Unit (Project) in each phase of audit and the important observations should be brought to their notice, so that timely corrective actions can be taken. The report should be prepared after considering the additional information that may be provided/obtained during such discussion.

The reports for Phase - I & II audits are to be submitted within one week after completion of audits for each phase including reporting on adequacy of Internal Financial Control.

The auditor should give a report at the end of each Phase as per the requirement of Clause 21 (Section: V) of the NIB No.426 dated 06.09.22.

5. Audit Fees, Minimum Man days of audit & Travelling Expenses.

Audit fee for the FY 2022-23 and Minimum number of Man-days required to be engaged during the year for audit of the respective Units (project) are given below:

SL. No.	Name of the Projects and Offices	Total Mandays (Including Partner Mandays)	Audit Fees (in Rs.)
1.	Ranganadi Hydro Power Station (RHPS) (405 MW), Yazali, Arunachal Pradesh	110	3,19,200.00
2.	Pare Hydro Power Station (PHPS) (110 MW), Doimukh, Papum Pare District, Arunachal Pradesh	108	3,00,000.00
3.	Kameng Hydro Power Station (KaHPS) (600 MW), Kimi, West Kameng, Arunachal Pradesh	135	3,75,000.00
Total		Rs.9,94,200.00 Plus, GST, as applicable	

Rupees Nine lakh ninety-four thousand and two hundred only Plus GST, as applicable.

Others expenses (Ex Guwahati) to be borne by NEEPCO are as per Clause 3 (Section IV) of the NIB no. 426 dated 06.09.2022.

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9. Settlement of disputes and Arbitrations.

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 unsolved, the decision of the Chairman & Managing Director, NEEPCO will be final and binding on both the parties.

Governing Law & Jurisdiction of Courts: Any dispute arising out of or in respect of the contract will be subject to the jurisdiction of Meghalaya High Court only.

The details Work Order along with the Notice Inviting Bid (NIB), Detailed Bid Document, your submitted Bid, all post Bid correspondences shall form integral part of the contract agreement.

You are hereby, requested to submit unconditional acceptance of the above order within 05 (five) days from receipt of the same. Please note that if your acceptance is not received within the aforesaid stipulated time, it will be presumed that you are not interested to take up the assignment and in that case, the Company will go ahead in assigning the work to another empanel firm without any further communication to you and bar you from participating in such tenders in future.

You are also requested to depute your authorised representative for the drawl of the contract agreement (Form-7 of the NIB)

Thanking You

Yours Sincerely,

(Rana Bose)
Chief General Manager (Finance)
Internal Control and Audit
NEEPCO Ltd., Shillong.

Encl: As above

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SECTION – V.**SCOPE OF INTERNAL AUDIT & AREAS TO BE COVERED AT VARIOUS PROJECTS / PLANTS / OFFICES OF NEEPCO LTD**

1. Commercial- Sales /Collections/Billing & its realisation/reconciliation /age analysis of Debtors/ rebate, discounts, late payment surcharge as per CERC guidelines/ Fund transfer procedure of banks Escrow accounts/reconciliation of Escrow bank accounts/Generation/Plant efficiency/reporting to regulatory authorities, etc.
2. Plant operation and maintenance
3. Works and Procurements including O&M Contracts (Pre - award and execution), e-tendering, reverse auction, issues relating to closure of contracts, where ever applicable, Status of Arbitration proceedings etc.
4. Accounts including Cash & Bank transactions, Books, Review of periodical Financial Statements, Compliances to the Companies Act, SEBI (LoRD) etc.
5. Establishment matters
6. Borrowings, which includes, Bonds, Foreign loans, Govt. loans, Term loan, WDCL etc. and compliances to various requirements as per relevant Act/Rules.
7. Bill section (works, supply, service, establishments etc.) including Works Contracts, statutory deductions, payment and recovery of advances as per rules and with proper approval, extra work, extra lead, if any, quantity deviations, escalation bill payment, time extension, application of liquidated damage, rate revision issues, validity, verification and adequacy of BG, adequate insurance coverage, etc.
8. Stores- Documentation & Procedures, Accounting including review of PSL and suppliers' sub ledger, gate pass system, suppliers bill, age analysis of stock, disposal system of unused stock, adequate insurance coverage, etc.
9. Human Resource Department (HR establishment) including employees Service Books, compliances to the HR Rules, legal matter, Land matters etc.
10. Township, Estate Service, Guest House and Medical.
11. Taxation matters – Direct and Indirect including adherence /compliance to various Act/Rules etc.
12. Fixed Assets, recognition, depreciation, compliance to CARO, adequate insurance coverage etc.
13. Budget & budgetary control
14. Investment Section-investment of surplus fund, if any, as per guidelines, raising of loans, hedging policy.
15. CSR activities, Monitoring and Evaluation of ongoing CSR projects including compliances to the CSR Rules. North Eastern Electric Power Corporation Ltd. Bid Document for Empanelment of Internal Auditor for the Fy-2022-23, 2023-24 & 2024-25 in NEEPCO Page 22 of 35 ISO: 9001, 14001 & 45001
16. Review of Internal Financial Control of NEEPCO. Reporting on adequacy and operating effectiveness of Internal Financial Control for NEEPCO.
- ✓ 17. IT System- its adequacy, security, back-up procedures, access levels, change requests-approval, etc.



18. Review of progress of various ongoing projects and the 'S&I Units. Monitoring of progress, critical path, etc.

19. Contracts awarded on Nomination basis. Compliance of Company's Rules, Procedure, Policy and CVC guidelines etc., on orders awarded without call of tender awards shall be checked.

20. Miscellaneous

I. Guidelines issued by Corporate F&A Dept. from time to time have been complied with.

II. Compliance to the Auditors observations (including old unsettled para, if any) and action taken thereon.

III. To ensure that the accounting and financial management systems are reliable and effective in design and to assess the extent to which they are being followed.

IV. To review the efficacy, adequacy and application of accounting, financial and operating controls and thereby ensuring the accuracy of the books of accounts.

V. To verify that the system of Internal check is effective in design and operation in order to ensure the prevention of and early detection of defalcation, fraud, misappropriation and misapplication, if any. VI. To review & comment on compliance of policies, rules, procedures of NEEPCO and guidelines of Government and statutory requirements.

VII. To suggest on cost reduction measures.

VIII. Establishment and Service matters of the employees.

IX. Legal matters including filing and defending cases, arbitration proceedings etc.

Detailed requirement for the above areas along-with instruction and check list, if any, to be submitted by the auditors along-with the Internal Audit Reports will be provided in due course.

Attested

UNDERTAKING FOR MAINTAINING CONFIDENTIALITY

This undertaking forms an integral part of the Contract Agreement between North Eastern Electric Power Corporation Ltd (NEEPCO Ltd/ the Company) and(the Name of the Internal Audit firm) for conducting Internal Audit of the Company for _____ (Name of the Projects/Offices)

1. The Audit firm acknowledges and confirms the confidential and sensitive nature of all information, documents and material that (i) may be disclosed or made available to the Auditor by NEEPCO Ltd or its employees / representatives / advisors / auditors / consultants etc.; (ii) Audit firm may process or arrive at during the course of the Audit; (iii) Audit firm may have come across during its discussions with NEEPCO Ltd in the course of the Audit; and (iv) All enquiries and discussions between the parties relating to the Audit (all the information referred to above is hereinafter referred to as the **"Confidential Information"**).
2. Confidential information is understood to include but is not limited to information made available in written, machine recognisable, graphic or sample form including, without limitation, drawings, photographs, sketches, models, design or performance specifications, its analysis, compilations, studies, notes and all other information and data disclosed orally or visually which has been developed/ is exclusive to NEEPCO Ltd and any reports, analysis, compilations, notes, studies, memoranda or other documents prepared by Audit firm , to the extent derived from, containing or otherwise reflecting any information described above.
3. The Audit firm shall keep all information received from NEEPCO Ltd in whatever form as strictly confidential and shall not disclose it to third party without the prior written permission of NEEPCO Ltd.
4. The Audit Firm shall with reference to the Confidential information take all actions as may be necessary to (i) maintain the confidentiality thereof; (ii) limit its use of such Confidential information solely for the purpose of the Audit; (iii) limit disclosure only to such of its representative/employees that are associated with the Audit; (iv) prevent any dissemination or publication by any of its employees/representatives associated with the Audit; and (v) safeguard the Confidential information from being accessed by any unauthorised person.

Signature

5. The Audit Firm agrees to use reasonable efforts in safeguarding the Confidential Information and to protect the information at least with the same standard of care and precaution it shall use for its own confidential information. The Audit firm hereby agrees that any and all confidential or proprietary information will be used solely for the Audit, and that Audit firm or its partners, officers and employees will not be disclosed to any third party any of the information or hereafter received or provided, however, that any such information may be disclosed to authorized officials NEEPCO Ltd who "need to know" such information for assisting in the Audit.
6. All Confidential information shall remain exclusive property of NEEPCO Ltd at all the times. No rights of obligations other than those expressly recited herein are to be implied.

For and on behalf of

(Name of the Firm)

(Authorized signatory)

RLHedh

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Corporate Identity No. U40101ML1976GOI001658

NEEPCO/IC&A/60/2022-23/8

Dated 30.11.2022

To,
R. N Singh & CO,
Bus Stand, Municipal Market,
1st Floor, Room No-34,
Ward No.6, PO-Barpeta Road,
Barpeta, Assam-781315.
Email- rnsingh@rnsingca.co

Sub: Detailed Order for Internal Audit of Units of NEEPCO pertaining to the Financial Year 2022-23.

Ref: i) NIB NO. 426 dated 06.09.2022

ii) Your Bid dated 26.09.2022.

Madam/Sir,

With reference to above, the North Eastern Electric Power Corporation Limited (NEEPCO/the Company) is pleased to place this detailed Order for Internal Audit works pertaining in the Financial Year 2022-23. The Units (Projects) allotted to you for conducting audit during the FY 2022-23 are

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; and
3. Tuirial Hydro Power Station (THPS) (60 MW), Kolasib, Mizoram including Silchar.

All the projects are under Zone-III category as stipulated in the NIB.

The contract price for the work of Internal Audit pertaining to the Financial Year 2022-23 is Rs.7,08,480.00 (Rupees Seven lakh eight thousand four hundred & eighty only) exclusive of GST, which will be paid extra as applicable. Further, out of pocket expenses, such as travelling, Boarding & Lodging ex Guwahati, will be borne by the Company.

All terms and conditions as stipulated in the NEEPCO's NIB no. 426 dated 06.09.2022 for empanelment of Internal Auditors and further amendments/clarifications there-to, if any, shall be applicable, whether mentioned specifically herein or not. However, the salient Terms and Conditions are mentioned below:

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Corporate Identity No. U40101ML1976GOI001658

1. Scope of Internal Audit & Areas to be covered:

Scopes of Internal audit and areas to be covered while auditing at various Units (Project and Offices) of NEEPCO are attached as Annexure-A. However, it is emphasised that the coverage and reporting should not be restricted to the aspects included in the Annexure alone. Professional expertise and judgement should be exercised in all areas and aspects of Audit Assignment.

Further, scopes of audit include reporting on Internal Financial Control (IFC) of the NEEPCO. The list of existing IFC parameters of the Company will be provided to you shortly, however, the same are subjected to review and modification from time to time.

2. Audit Team:

Auditors will ensure deployment of a team suitable for conducting the audit commensurate with size of the auditee Units, works volume involved (including reporting requirements/ mandatory requirements) and keeping in consideration the requirements as stipulated in the NIB for undertaking the audit.

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

The Auditors are requested to discuss audit plan, well in advance, with Head of the IC&A department, Shillong and Heads of Finance of the auditee Units to ensure timely completion of audit and submission of reports.

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

3. Period of Audit.

Internal Audit for the FY 2022-23 to be conducted in 02 (two) Phases (Phase - I covering the period from April'22 to September'22 and Phase - II covering the period from October'22 to March'23). The commencement of Phase-I audit of each Unit of NEEPCO for the FY 2022-23 will be from the

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Corporate Identity No.U40101ML1976GOI001658

01st week of December 2022 and to be completed by the 3rd week of December 2022. The commencement of Phase –II will be on/around 15th of March'22 and to be completed by 05th of April'22.

4. Reporting Requirements

The outcome of the audit should be discussed with Head of Project and Head of Finance of each Unit (Project) in each phase of audit and the important observations should be brought to their notice, so that timely corrective actions can be taken. The report should be prepared after considering the additional information that may be provided/obtained during such discussion.

The reports for Phase - I & II audits are to be submitted within one week after completion of audits for each phase including reporting on adequacy of Internal Financial Control.

The auditor should give a report at the end of each Phase as per the requirement of Clause 21 (Section: V) of the NIB No.426 dated 06.09.22.

5. Audit Fees, Minimum Man days of audit & Travelling Expenses.

Audit fee for the FY 2022-23 and Minimum number of Man-days required to be engaged during the year for audit of the respective Units (project) are given below:

SL. No.	Name of the Projects and Offices	Total Mandays (Including Partner Mandays)	Audit Fees
1.	Agartala Gas Based Power Station (135 MW), R. C. Nagar, Agartala, Tripura	86	2,36,160.00
2.	Tripura Gas Based Power Station (101 MW) including Monarchak Solar Power Station (MSPS) (5MW), Monarchak, Sonamura, Tripura	86	2,36,160.00
3.	Tuirial Hydro Power Station (THPS) (60 MW), Kolasib, Mizoram including Silchar.	86	2,36,160.00
		Rs.7,08,480.00 Plus, GST, as applicable	

Rupees Seven Lacs Eight Thousand Four Hundred Eighty Only Plus GST, as applicable.

Others expenses (Ex Guwahati) to be borne by NEEPCO are as per Clause 3 (Section IV) of the NIB no. 426 dated 06.09.2022.

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6. Payment of Audit Fees:

Firms will 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) will be paid after acceptance of the Audit reports by the appropriate authority of NEEPCO. The bills shall be submitted to the respective Units (Projects) along-with all supporting documents (including manpower engaged for the audit) relating to conducting audit including boarding passes in original for air travel, if any. The HOF/ HoD- F&A of each Unit (Projects/Offices) shall maintain the mandays records for smooth operation of the contract.

7. Taxes, Duties and Levies etc

The firm shall be solely responsible for payment of all applicable taxes

8. Other terms

- The Internal Auditor shall ensure that the information obtained in respect of the working/operation of the units are maintained in strict confidence and secrecy at all times, including after 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 (format attached as **Annexure-B**).
- Assignment of work in subsequent years may be made subject to satisfactory performance.
- 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.
- If progress/performance of the audit team is not found satisfactory by NEEPCO, its management reserves the right to terminate the appointment of the Firm, without assigning any reason whatsoever.
- The Audit Firm will be debarred from getting, in future, Internal Audit assignments in NEEPCO in the following cases:
 - a. 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.
 - b. The Audit Firm is found to have sub-contracted the work.
 - c. If the Firm does not take-up audit in terms of the appointment letter.
 - d. If the Firm does not submit the Audit Report, complete in all respects, in terms of the appointment as per the timeline.
 - e. The audit firm breaches the secrecy clause.

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9. Settlement of disputes and Arbitrations.

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 unsolved, the decision of the Chairman & Managing Director, NEEPCO will be final and binding on both the parties.

Governing Law & Jurisdiction of Courts: Any dispute arising out of or in respect of the contract will be subject to the jurisdiction of Meghalaya High Court only.

The details Work Order along with the Notice Inviting Bid (NIB), Detailed Bid Document, your submitted Bid, all post Bid correspondences shall form integral part of the contract agreement.

You are hereby, requested to submit unconditional acceptance of the above order within 05 (five) days from receipt of the same. Please note that if your acceptance is not received within the aforesaid stipulated time, it will be presumed that you are not interested to take up the assignment and in that case, the Company will go ahead in assigning the work to another empanel firm without any further communication to you and bar you from participating in such tenders in future.

You are also requested to depute your authorised representative for the drawl of the contract agreement (Form-7 of the NIB)

Thanking You

Enclo: As stated above.

Yours Sincerely,

(Rana Bose)

Chief General Manager (Finance)

Internal Control and Audit

NEEPCO Ltd., Shillong

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Corporate Identity No.U40101ML1976GOI001658

No. NEEPCO/IC&A/60/2022-23/90

Date: 30.11.2022

To,
Agasti & Associates,
RK Complex, A.T Road, Sivasagar,
Assam-785640
Email- canikhilkhemani@gmail.com.

Sub: Detailed Order for the works of Internal Audit pertaining to the Financial Year 2022-23.

Ref: i) NIB NO. 426 dated 06.09.2022

ii) Your Bid dated 26.09.2022.

Madam/ Sir,

With reference to above, the North Eastern Electric Power Corporation Limited (NEEPCO/the Company) is pleased to place this detailed Order for Internal Audit works pertaining in the Financial Year 2022-23. The Units (Projects) allotted to you for conducting audit during the FY 2022-23 are

- 1.Assam Gas Based Power Station (AGBPS) (291 MW) located at Bokuloni, Tinsukia, Assam;
- 2.Kopili Hydro Electric Power Station (KHPS) (275 MW), Umrongso, Dima Hasao District, Assam; and
- 3.Doyang Hydro Power Station (DHPS) (75 MW), Wokha, Nagaland-(Zone-II).

All the projects are under Zone-II category as stipulated in the NIB.

The contract price for the work of Internal Audit pertaining to the Financial Year 2022-23 is Rs.8,74,560.00 (Rupees Eight lakh seventy-four thousand five hundred and sixty only) exclusive of GST, which will be paid extra as applicable. Further, out of pocket expenses, such as travelling, Boarding & Lodging, ex Guwahati will be borne by the Company.

All terms and conditions as stipulated in the NEEPCO's NIB no. 426 dated 06.09.2022 for empanelment of Internal Auditors and further amendments/clarifications there-to, if any, shall be applicable, whether mentioned specifically herein or not. However, the salient Terms and Conditions are mentioned below:

1. Scope of Internal Audit & Areas to be covered:

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भारत सरकार का उपक्रम

Corporate Identity No.U40101ML1976GOI001658

Scopes of Internal audit and areas to be covered while auditing at various Units (Project and Offices) of NEEPCO are attached as **Annexure-A**. However, it is emphasised that the coverage and reporting should not be restricted to the aspects included in the Annexure alone. Professional expertise and judgement should be exercised in all areas and aspects of Audit Assignment.

Further, scopes of audit include reporting on Internal Financial Control (IFC) of the NEEPCO. The list of existing IFC parameters of the Company will be provided to you shortly, however, the same are subjected to review and modification from time to time.

2. Audit Team:

Auditors will ensure deployment of a team suitable for conducting the audit commensurate with size of the auditee Units, works volume involved (including reporting requirements/ mandatory requirements) and keeping in consideration the requirements as stipulated in the NIB for undertaking the audit.

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

The Auditors are requested to discuss audit plan, well in advance, with Head of the IC&A department, Shillong and Heads of Finance of the auditee Units to ensure timely completion of audit and submission of reports.

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

3. Period of Audit:

Internal Audit for the FY 2022-23 to be conducted in 02 (two) Phases (Phase - I covering the period from April'22 to September'22 and Phase - II covering the period from October'22 to March'23). The commencement of Phase-I audit of each Unit of NEEPCO for the FY 2022-23 will from the

Regd. Office: Brookland Compound, Lower New Colony, Shillong – 793 003

Tele: 0364-2223176; Fax: 0364-2505776

e-mail: compilationshillong@gmail.com

North Eastern Electric Power Corporation Limited

(A Government of India Enterprise)

नॉर्थ ईस्टर्न इलैक्ट्रिक पावर कॉरपोरेशन लिमिटेड
भारत सरकार का उपक्रम

Corporate Identity No.U40101ML1976GOI001658

1st week of December 2022 and to be completed by 3rd week of December 2022. The commencement of Phase –II will be on/around 15th of March'22 and to be completed by 05th of April'22.

4. Reporting Requirements

The outcome of the audit should be discussed with Head of Project and Head of Finance of each Unit (Project) in each phase of audit and the important observations should be brought to their notice, so that timely corrective actions can be taken. The report should be prepared after considering the additional information that may be provided/obtained during such discussion.

The reports for Phase - I & II audits are to be submitted within one week after completion of audits for each phase including reporting on adequacy of Internal Financial Control.

The auditor should give a report at the end of each Phase as per the requirement of Clause 21 (Section: V) of the NIB No.426 dated 06.09.22.

5. Audit Fees, Minimum Man days of audit & Travelling Expenses.

Audit fee for the FY 2022-23 and Minimum number of Man-days required to be engaged during the year for audit of the respective Units (project) are given below:

SL. No.	Name of the Projects and Offices	Total Mandays (Including Partner Mandays)	Audit Fees
1.	Assam Gas Based Power Station (AGBPS) (291 MW) located at Bokuloni, Tinsukia, Assam.	110	3,19,200.00
2.	Kopili Hydro Electric Power Station (KHPS) (275 MW), Umrongso, Dima Hasao District, Assam.	110	3,19,200.00
3.	Doyang Hydro Power Station (DHPS) (75 MW), Wokha, Nagaland.	86	2,36,160.00
Total		Rs.8,74,560.00, GST, as applicable	

Rupees Eight lakh seventy-four thousand and five hundred sixty only Plus GST, as applicable.

Others expenses (Ex Guwahati) to be borne by NEEPCO are as per Clause 3 (Section IV) of the NIB no. 426 dated 06.09.2022.

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6. Payment of Audit Fees:

Firms will 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) will be paid after acceptance of the Audit reports by the appropriate authority of NEEPCO. The bills shall be submitted to the respective Units (Projects) along-with all supporting documents (including manpower engaged for the audit) relating to conducting audit including boarding passes in original for air travel, if any. The HOF/ HoD- F&A of each Unit (Projects/Offices) shall maintain the mandays records for smooth operation of the contract.

7. Taxes, Duties and Levies etc

The firm shall be solely responsible for payment of all applicable taxes

8. Other terms

- The Internal Auditor shall ensure that the information obtained in respect of the working/operation of the units are maintained in strict confidence and secrecy at all times, including after 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 (format attached as **Annexure-B**).
- Assignment of work in subsequent years may be made subject to satisfactory performance.
- 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.
- If progress/performance of the audit team is not found satisfactory by NEEPCO, its management reserves the right to terminate the appointment of the Firm, without assigning any reason whatsoever.
- The Audit Firm will be debarred from getting, in future, Internal Audit assignments in NEEPCO in the following cases:
 - a. 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.
 - b. The Audit Firm is found to have sub-contracted the work.
 - c. If the Firm does not take-up audit in terms of the appointment letter.
 - d. If the Firm does not submit the Audit Report, complete in all respects, in terms of the appointment as per the timeline.
 - e. The audit firm breaches the secrecy clause.

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9. Settlement of disputes and Arbitrations.

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 unsolved, the decision of the Chairman & Managing Director, NEEPCO will be final and binding on both the parties.

Governing Law & Jurisdiction of Courts: Any dispute arising out of or in respect of the contract will be subject to the jurisdiction of Meghalaya High Court only.

The details Work Order along with the Notice Inviting Bid (NIB), Detailed Bid Document, your submitted Bid, all post Bid correspondences shall form integral part of the contract agreement.

You are hereby, requested to submit unconditional acceptance of the above order within 05 (five) days from receipt of the same. Please note that if your acceptance is not received within the aforesaid stipulated time, it will be presumed that you are not interested to take up the assignment and, in that case, the Company will go ahead in assigning the work to another empanel firm without any further communication to you and bar you from participating in such tenders in future.

You are also requested to depute your authorised representative for the drawl of the contract agreement (Form-7 of the NIB)

Thanking You

Yours Sincerely,

(Rana Bose)

Chief General Manager (Finance)
Internal Control and Audit
NEEPCO Ltd., Shillong.

Enclo: As above

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भारत सरकार का उपक्रम

Corporate Identity No. U40101ML1976GOI001658

No. NEEPCO/IC&A/60/2022-23/99

Date: 30.11.2022

To,
SPAN & Associates,
H/O 9, Prabha Enclave,
Birubari, P.O Gopinathnagar,
Guwahati, Assam-781016.
Email: spanca1979@gamil.com.

Sub: Detailed Order for Internal Audit of Units of NEEPCO pertaining to the Financial Year 2022-23.

Ref: i) NIB NO. 426 dated 06.09.2022

ii) Your Bid dated 26.09.2022.

Madam/ Sir,

With reference to above, the North Eastern Electric Power Corporation Limited (NEEPCO/the Company) is pleased to place this detailed Order for Internal Audit works pertaining in the Financial Year 2022-23. The Units (Projects/Offices) allotted to you for conducting audit during the FY 2022-23 are

- Corporate Head Quarter office in Shillong including Delhi Office and Kolkata office and Offices located at Guwahati.

All the Projects/Offices are under Zone-IV category as stipulated in the NIB.

The contract price for the work of Internal Audit pertaining to the Financial Year 2022-23 is Rs.6,41,520.00 (Rupees Six lakh forty-one thousand five hundred and twenty only) exclusive of GST, which will be paid extra as applicable. Further, out of pocket expenses, such as travelling, Boarding & Lodging, ex Guwahati will be borne by the Company.

All terms and conditions as stipulated in the NEEPCO's NIB no. 426 dated 06.09.2022 for empanelment of Internal Auditors and further amendments/clarifications there-to, if any, shall be applicable, whether mentioned specifically herein or not. However, the salient Terms and Conditions are mentioned below:

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Corporate Identity No.U40101ML1976GOI001658

1. Scope of Internal Audit & Areas to be covered:

Scopes of Internal audit and areas to be covered while auditing at various Units (Project and Offices) of NEEPCO are attached as **Annexure-A**. However, it is emphasised that the coverage and reporting should not be restricted to the aspects included in the Annexure alone. Professional expertise and judgement should be exercised in all areas and aspects of Audit Assignment. Further, scopes of audit include reporting on Internal Financial Control (IFC) of the NEEPCO. The list of existing IFC parameters of the Company will be provided to you shortly, however, the same are subjected to review and modification from time to time.

2. Audit Team:

Auditors will ensure deployment of a team suitable for conducting the audit commensurate with size of the auditee Units, works volume involved (including reporting requirements/ mandatory requirements) and keeping in consideration the requirements as stipulated in the NIB for undertaking the audit.

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

The Auditors are requested to discuss audit plan, well in advance, with Head of the IC&A department, Shillong and Heads of Finance of the auditee Units to ensure timely completion of audit and submission of reports.

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

3. Period of Audit:

Internal Audit for the FY 2022-23 to be conducted in 02 (two) Phases (Phase - I covering the period from April'22 to September'22 and Phase - II covering the period from October'22 to March'23). The commencement of Phase-I audit of each Unit of NEEPCO for the FY 2022-23 will be from the

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1st week of December 2022 and to be completed by the 3rd week of December 2022. The commencement of Phase –II will be on/around 15th of March'22 and to be completed by 05th of April'22.

4. Reporting Requirements

The outcome of the audit should be discussed with Head of Project and Head of Finance of each Unit (Project) in each phase of audit and the important observations should be brought to their notice, so that timely corrective actions can be taken. The report should be prepared after considering the additional information that may be provided/obtained during such discussion.

The reports for Phase - I & II audits are to be submitted within one week after completion of audits for each phase including reporting on adequacy of Internal Financial Control.

The auditor should give a report at the end of each Phase as per the requirement of Clause 21 (Section: V) of the NIB No.426 dated 06.09.22.

5. Audit Fees, Minimum Man days of audit & Travelling Expenses.

Audit fee for the FY 2022-23 and Minimum number of Man-days required to be engaged during the year for audit of the respective Units (project) are given below:

SL. No.	Name of the Projects and Offices	Total Mandays (Including Partner Mandays)	Audit Fees
1.	Corporate Head Quarter office in Shillong including Delhi Office and Kolkata office.	164	4,69,200.00
2.	Offices located at Guwahati	64	1,72,320.00
Total		Rs.6,41,520.00 plus GST, as applicable	

Rupees Six lakh forty-one thousand and five hundred twenty only Plus GST, as applicable.

Others expenses (Ex Guwahati) to be borne by NEEPCO are as per Clause 3 (Section IV) of the NIB no. 426 dated 06.09.2022.

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6. Payment of Audit Fees:

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- Assignment of work in subsequent years may be made subject to satisfactory performance.
- 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.
- If progress/performance of the audit team is not found satisfactory by NEEPCO, its management reserves the right to terminate the appointment of the Firm, without assigning any reason whatsoever.
- The Audit Firm will be debarred from getting, in future, Internal Audit assignments in NEEPCO in the following cases:
 - a. 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.
 - b. The Audit Firm is found to have sub-contracted the work.
 - c. If the Firm does not take-up audit in terms of the appointment letter.
 - d. If the Firm does not submit the Audit Report, complete in all respects, in terms of the appointment as per the timeline.
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9. Settlement of disputes and Arbitrations.

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 unsolved, the decision of the Chairman & Managing Director, NEEPCO will be final and binding on both the parties.

Governing Law & Jurisdiction of Courts: Any dispute arising out of or in respect of the contract will be subject to the jurisdiction of Meghalaya High Court only.

The details Work Order along with the Notice Inviting Bid (NIB), Detailed Bid Document, your submitted Bid, all post Bid correspondences shall form integral part of the contract agreement.

You are hereby, requested to submit unconditional acceptance of the above order within 05 (five) days from receipt of the same. Please note that if your acceptance is not received within the aforesaid stipulated time, it will be presumed that you are not interested to take up the assignment and in that case, the Company will go ahead in assigning the work to another empanel firm without any further communication to you and bar you from participating in such tenders in future.

You are also requested to depute your authorised representative for the drawl of the contract agreement (Form-7 of the NIB)

Thanking You

Encls: As above

Yours Sincerely,

(Rana Bose)

Chief General Manager (Finance)
Internal Control and Audit
NEEPCO Ltd., Shillong.

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SECTION – V.

SCOPE OF INTERNAL AUDIT & AREAS TO BE COVERED AT VARIOUS PROJECTS / PLANTS / OFFICES OF NEEPCO LTD

1. Commercial- Sales /Collections/Billing & its realisation/reconciliation /age analysis of Debtors/ rebate, discounts, late payment surcharge as per CERC guidelines/ Fund transfer procedure of banks Escrow accounts/reconciliation of Escrow bank accounts/Generation/Plant efficiency/reporting to regulatory authorities, etc.
2. Plant operation and maintenance
3. Works and Procurements including O&M Contracts (Pre - award and execution), e-tendering, reverse auction, issues relating to closure of contracts, where ever applicable, Status of Arbitration proceedings etc.
4. Accounts including Cash & Bank transactions, Books, Review of periodical Financial Statements, Compliances to the Companies Act, SEBI (LoRD) etc.
5. Establishment matters
6. Borrowings, which includes, Bonds, Foreign loans, Govt. loans, Term loan, WDCL etc. and compliances to various requirements as per relevant Act/Rules.
7. Bill section (works, supply, service, establishments etc.) including Works Contracts, statutory deductions, payment and recovery of advances as per rules and with proper approval, extra work, extra lead, if any, quantity deviations, escalation bill payment, time extension, application of liquidated damage, rate revision issues, validity, verification and adequacy of BG, adequate insurance coverage, etc.
8. Stores- Documentation & Procedures, Accounting including review of PSL and suppliers' sub ledger, gate pass system, suppliers bill, age analysis of stock, disposal system of unused stock, adequate insurance coverage, etc.
9. Human Resource Department (HR establishment) including employees Service Books, compliances to the HR Rules, legal matter, Land matters etc.
10. Township, Estate Service, Guest House and Medical.
11. Taxation matters – Direct and Indirect including adherence /compliance to various Act/Rules etc.
12. Fixed Assets, recognition, depreciation, compliance to CARO, adequate insurance coverage etc.
13. Budget & budgetary control
14. Investment Section-investment of surplus fund, if any, as per guidelines, raising of loans, hedging policy.
15. CSR activities, Monitoring and Evaluation of ongoing CSR projects including compliances to the CSR Rules. North Eastern Electric Power Corporation Ltd. Bid Document for Empanelment of Internal Auditor for the Fy-2022-23, 2023-24 & 2024-25 in NEEPCO Page 22 of 35 ISO: 9001, 14001 & 45001
16. Review of Internal Financial Control of NEEPCO. Reporting on adequacy and operating effectiveness of Internal Financial Control for NEEPCO.
17. IT System- its adequacy, security, back-up procedures, access levels, change requests-approval, etc.

Handwritten signature

18. Review of progress of various ongoing projects and the S&I Units. Monitoring of progress, critical path, etc.

19. Contracts awarded on Nomination basis. Compliance of Company's Rules, Procedure, Policy and CVC guidelines etc., on orders awarded without call of tender awards shall be checked.

20. Miscellaneous

I. Guidelines issued by Corporate F&A Dept. from time to time have been complied with.

II. Compliance to the Auditors observations (including old unsettled para, if any) and action taken thereon.

III. To ensure that the accounting and financial management systems are reliable and effective in design and to assess the extent to which they are being followed.

IV. To review the efficacy, adequacy and application of accounting, financial and operating controls and thereby ensuring the accuracy of the books of accounts.

V. To verify that the system of Internal check is effective in design and operation in order to ensure the prevention of and early detection of defalcation, fraud, misappropriation and misapplication, if any. VI. To review & comment on compliance of policies, rules, procedures of NEEPCO and guidelines of Government and statutory requirements.

VII. To suggest on cost reduction measures.

VIII. Establishment and Service matters of the employees.

IX. Legal matters including filing and defending cases, arbitration proceedings etc.

Detailed requirement for the above areas along-with instruction and check list, if any, to be submitted by the auditors along-with the Internal Audit Reports will be provided in due course.

Attested

UNDERTAKING FOR MAINTAINING CONFIDENTIALITY

This undertaking forms an integral part of the Contract Agreement between North Eastern Electric Power Corporation Ltd (NEEPCO Ltd/ the Company) and(the Name of the Internal Audit firm) for conducting Internal Audit of the Company for _____ (Name of the Projects/Offices)

1. The Audit firm acknowledges and confirms the confidential and sensitive nature of all information, documents and material that (i) may be disclosed or made available to the Auditor by NEEPCO Ltd or its employees / representatives / advisors / auditors / consultants etc.; (ii) Audit firm may process or arrive at during the course of the Audit; (iii) Audit firm may have come across during its discussions with NEEPCO Ltd in the course of the Audit; and (iv) All enquiries and discussions between the parties relating to the Audit (all the information referred to above is hereinafter referred to as the **"Confidential Information"**).
2. Confidential information is understood to include but is not limited to information made available in written, machine recognisable, graphic or sample form including, without limitation, drawings, photographs, sketches, models, design or performance specifications, its analysis, compilations, studies, notes and all other information and data disclosed orally or visually which has been developed/ is exclusive to NEEPCO Ltd and any reports, analysis, compilations, notes, studies, memoranda or other documents prepared by Audit firm , to the extent derived from, containing or otherwise reflecting any information described above.
3. The Audit firm shall keep all information received from NEEPCO Ltd in whatever form as strictly confidential and shall not disclose it to third party without the prior written permission of NEEPCO Ltd.
4. The Audit Firm shall with reference to the Confidential information take all actions as may be necessary to (i) maintain the confidentiality thereof; (ii) limit its use of such Confidential information solely for the purpose of the Audit; (iii) limit disclosure only to such of its representative/employees that are associated with the Audit; (iv) prevent any dissemination or publication by any of its employees/representatives associated with the Audit; and (v) safeguard the Confidential information from being accessed by any unauthorised person.

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5. The Audit Firm agrees to use reasonable efforts in safeguarding the Confidential Information and to protect the information at least with the same standard of care and precaution it shall use for its own confidential information. The Audit firm hereby agrees that any and all confidential or proprietary information will be used solely for the Audit, and that Audit firm or its partners, officers and employees will not be disclosed to any third party any of the information or hereafter received or provided, however, that any such information may be disclosed to authorized officials NEEPCO Ltd who "need to know" such information for assisting in the Audit.
6. All Confidential information shall remain exclusive property of NEEPCO Ltd at all the times. No rights of obligations other than those expressly recited herein are to be implied.

For and on behalf of

(Name of the Firm)

(Authorized signatory)

RL Medh