

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		22-05-2024 06:34:04
Tender Code	SE/DF/SMK-MLG/IA/2024-26/T-1	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Maharashtra State Electricity Distribution Company Ltd. (MSEDCL) intends to appoint an independent audit agency to undertake the audit of financial accounts between appointed Distribution Franchisees for its designated DF area (i.e. M/s Torrent Power Ltd for SMK DF and M/s. MPSL (subsidiary company of M/s. CESC Ltd.) for Malegaon DF) and MSEDCL for F.Y 2024-25 and F.Y. 2025-26 commencing from 1st April 2024 separately for the two years.	
Estimated Cost (In Lakhs)	9.9	
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	5000	
GST In INR (@18% on Tender Fee: SAC No.	900	
Total Tender Fee Amount including GST in INR.	5900	
Contact	Executive Engineer , 8767402265 ,sedfho@gmail.com	
Pre-Qualifying Req	<p>3.1 The Audit firm should be registered with Institute of Chartered Accountants of India.(ICAI)</p> <p>3.2 The Audit firm should be proprietor/Partnership/Limited Liability Partnership.</p> <p>3.3 Audit firm reviewed peer in last 3 years certificate.</p> <p>3.4 The Audit firm should have Existence of minimum 5 years.</p> <p>3.5 The registered Head Office of Audit firm should be located in Maharashtra.</p> <p>3.6 The experience criterion is as follows. The Audit firm shall possess:</p> <p>a. A minimum Internal Audit experience of 5 years or</p> <p>b. A minimum Internal Audit/ Independent Audit/ Statutory Audit Experience of PSU's in Power Sector of at least 3 years.</p> <p>3.7 The proprietary firms/partnership firms should have minimum 10 no of staff subject to minimum 4 qualified* persons comprising of Partner/ Proprietor / employees. (* Qualified-Member of ICAI)</p> <p>3.8 The staff member/ proprietor/ partner of the Audit firm should have adequate expertise and experience in Data Analysis/Data extraction/Data mining by using Computer- based auditing tools.</p>	
Budget Type	Revenue	

Scheme Code	NA
Scheme Name	NA
Department	Distribution Franchise
Office Type	HO
Location Type	Corporate Office
Designation	Executive Engineer(Distribution)
Pre-Bid Meeting Address	Superintending Engineer (Distribution Franchisee), 4th floor, Prakashgad
Bid Opening Address	Superintending Engineer (Distribution Franchisee), 4th floor, Prakashgad
Version No	1
Call for Deviation	NO
Is Annexure C1 Applicable	NA
Is Manufacturer Applicable	NO
Is Trader Applicable	NO
Minimum % of Offered Quantity	NA
Is Power Supplier Applicable	NO
Tender Sale Start Date	23-05-2024 00:00
Tender Sale End Date	04-06-2024 13:00
Bid Start Date	23-05-2024 08:00
Bid End Date	05-06-2024 13:00
Pre-Bid Meeting Date	30-05-2024 15:00
Techno-Commercial Bid opening on	05-06-2024 15:00
Price Bid opening on	Will be declared later
Annexure C1 Opening Date	NA
Winner Selection Date	Will be declared later
Can Bidder Opt EMD Exemption	N



APPOINTMENT OF THIRD PARTY INDEPENDENT AUDITOR FOR SMK &
MALEGAON FRANCHISEE FOR FINANCIAL YEAR 2024-25 & 2025-26

TENDER DOCUMENT

SE/DF/SMK&MLG/2024-26/T-01



MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO.
LTD.

(A Govt. Of Maharashtra

Undertaking) CIN:

U40109MH2005GC153645

“Prakashgad”, Bandra (E), Mumbai

400 051.

NOTICE FOR INVITATION OF TENDER**Tender No. SE/DF/SMK&MLG/IA/2024-26/T-1**

**Maharashtra State Electricity Distribution Co. Ltd.
Prakashgad, 4th Floor, Bandra(E), Mumbai-400 051
Distribution Franchise Section, Ph:- 022 26474211 Extn:- 2274/2481**

**APPOINTMENT OF INDEPENDENT AUDITOR FOR AUDITING OF ACCOUNTS OF
SHIL, MUMBRA, KALWA AND MALEGAON DISTRIBUTION FRANCHISE**

Maharashtra State Electricity Distribution Company Ltd. (MSEDCL) intends to appoint an independent audit agency to undertake the audit of financial accounts between appointed Distribution Franchisees for its designated DF area (i.e. M/s Torrent Power Ltd for SMK DF and M/s. MPSTL (subsidiary company of M/s. CESC Ltd.) for Malegaon DF) and MSEDCL for F.Y 2024-25 and F.Y. 2025-26 commencing from 1st April 2024 separately for the two years. MSEDCL invites a proposal from interested audit firm in accordance with provisions of Distribution Franchise Agreement through **e-tendering**. The appointed Audit firm would be responsible for carrying complete audit for two financial years as per Terms of Reference as specified in Tender Document.

A non refundable e-tendering fee of Rs 5,000/- (Rupees Five Thousand only) Plus GST as applicable is to be submitted through online on tender website before due date and time of submission of Tender Document to make payment. Copy of the payment receipt should be uploaded with pre-qualification Tender Document.

The schedule is as follows:-

Date of Availability of bidding document on MSEDCL e-tendering website https://etender.mahadiscom.in/eatApp/	23.05.2024
Last date of sale of Bid documents	04.06.2024 at 13:00
Pre-bid Conference	30.05.2024 at 15:00
Last date of submission of Bids	05.06.2024 at 13:00
Opening of Bids	05.06.2024 at 15:00

The bids (technical & financial along with relevant documents) may be submitted on or before last date of submission of bids (i.e.05.06.2024 at 13:00 Hrs) on MSEDCL e-tendering website. The address of which is as follows:

<https://etender.mahadiscom.in/eatApp/>

HO PR no 126/24

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SECTION 1
INSTRUCTIONS TO THE BIDDERS

INSTRUCTIONS TO THE BIDDERS

1 GENERAL

1.1 Scope of Bid

1.1.1 The Third Party review and Independent audit of vital commercial parameters for the FY 2024-25 & 2025-26 of designated DF area viz. ABR, Subsidy, Electricity Duty, TOSE, New Capital Expenditure and Temporary Tariff Component if any, including scrutiny of records.

1.1.2 The project encompasses all the activities relating accounts of important commercial parameters in the Distribution Franchise Area.

1.1.3 The selection of interested parties shall be through a transparent bidding process (e-tendering process).

1.1.4 The detail scope of work as mentioned in Clause 1.4.

1.1.5 The contract period is for Two Years. The auditing services under this contract shall be for FY 2024-25 & 2025-26.

1.1.6 The rates should be valid up to the completion of order.

1.1.7 If performance is not found satisfactory the order will be discontinued with immediate effect.

1.2 Eligible Bidders

1.2.1 This invitation of Bid is open to eligible bidders those who are registered with MSEDCL's E-Tendering only.

1.2.2 The intending bidders shall entirely meet the conditions to qualify for the award of contract specified in this bid document.

1.2.3 The Audit firm meeting the above requirement may participate in the bidding and the Qualification Criteria for the same is as mentioned in 1.3.

1.3 Qualification of the Bidder

1.3.1 The Audit firm should be registered with Institute of Chartered Accountants of India.(ICAI)

1.3.2 The Audit firm should be proprietor/Partnership/Limited Liability Partnership.

1.3.3 Audit firm should have reviewed peers in last 3 years.

1.3.4 The Audit firm should have Existence of minimum 5 years.

1.3.5 The registered Head Office of Audit firm should be located in Maharashtra.

1.3.6 The experience criterion is as follows. The Audit firm shall possess:

a. A minimum Internal Audit experience of 5 years or

b. A minimum Internal Audit/ Independent Audit/ Statutory Audit Experience of PSU's in Power Sector of at least 3 years.

- 1.3.7 The proprietary firms/partnership firms should have minimum 10 no of staff subject to minimum 4 qualified* persons comprising of Partner/ Proprietor / employees.
(* Qualified- Member of ICAI)
- 1.3.8 The Staff member/ proprietor/ partner of the Audit firm should have adequate expertise and experience in Data Analysis/Data extraction/Data mining by using Computer- based auditing tools.
- 1.3.9 The staff member/ proprietor/ partner should have knowledge of SAP & comprehensive understanding of legal/ Electricity regulatory authority and auditing issues involved in special audits under such Audits.
- 1.3.10 The audit firm / any of its partners / proprietor should not face any of the following disqualifications -
- The proprietor or any partner or firm is cautioned or any action is taken against the proprietor or any partner or firm by ICAI/ ICMAI
 - There is any court/ arbitration/ disciplinary case pending against the firm or its partner or Proprietor or taken against the firm or its partners or proprietor or
 - Any action / disqualification by Government Co. / Govt. Body / Govt. Authority relating to financial transactions only.
 - The firm and its partners should not have been currently debarred by MSEDCL/ MSPGCL/ MSETCL or debarred by any other PSU or ICAI/ ICMAI due to poor performance/ breach of agreement/ misconduct during last 5 years.
- The audit firms shall submit all details of firm in prescribed format as enclosed herewith in – **Annexure-A.**
- 1.3.11 The Bidder shall not have been prevented or black listed by any other law for time being in force from participating in any tenders by any agencies / utilities / Regulatory Commissions.
- 1.3.12 The Bidder should provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client. The Bidder shall disclose all such commitments / assignments which are in nature of potential conflict while undertaking Franchise Matters of MSEDCL.
- 1.3.13 The Bidder shall ensure that Core Team (Team Leader & Team Members) is stationed OR available whenever required in MSEDCL office to carry out the task assigned.
- 1.3.14 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the MSEDCL, World Bank, Asian Development Bank or any State within India.
- 1.3.15 Bidder shall not have any conflict of interest.
- 1.3.16 The above requirements are minimum and MSEDCL reserves the right to request for any additional information.

- 1.3.17 Notwithstanding anything stated above, MSEDCL reserves the right to assess the Bidder's capability and capacity to perform the work should the circumstances warrant such an assessment in the overall interest of MSEDCL.
- 1.3.18 The proof or documentary evidence satisfying above minimum qualification criteria is to be provided as per Section 3.

1.4 Scope of Work

The following is the scope of services of the auditing firm:

Part A: Scope of Independent Auditor for Subsidy

- Review and audit of statement of subsidy claims (as per Article 9 of DFA) including scrutiny of the detailed records of all the subsidised consumers submitted by the DF on monthly basis.
- The Audit to be based on standard auditing procedure/accounting methodology.
- The Audit report should be submitted on monthly basis.
- The Auditor shall have to submit the reconciliation report including category wise details and the findings thereof.
- The site verification of all the subsidise consumers is to carried out jointly by the MSEDCL's Nodal Office, Distribution Franchise's representative and member of Independent Auditor during the year.
- Details of subsidy should be given in following format:

Particulars	Month (Amount in Rs.)
Power looms	
Agriculture	
Others if any*	
Less: Reversal	
Add : Subsidy for regularised services	
Total Subsidy Claim	
Subsidy Adjusted	
Excess Subsidy	
Adjustment of subsidy claim: Invoice No & Date	

Part B: Scope of Independent Auditor for Electricity Duty(ED)

- a Review and audit of statement of electricity Duty (as per Article 7 & Article 10 of DFA) including scrutiny of the detailed records of the electricity duty collected from all consumers and verification of the accuracy of the same. Exempted consumers under various State Government schemes be verified and reported independently.
- The Audit to be based on standard auditing procedure/accounting methodology.
- The Audit report should be submitted on monthly basis.
- The Auditor shall have to submit the reconciliation report including category wise details and the details of the findings thereof.
- ED payable to Government should be verified and reconciled with Invoice.
- Reconciliation of Electricity Duty collected is given below.

Particulars	Month (Amount in Rs.)
Total amount billed and recovered	
Net Amount of ED realized	
Total ED Collected for the month	
Total Amount Paid to Licensee	

(Excess)/ Short	
Date of Subsequent adjustments	

Part C: Scope of Independent Auditor for Tax on Sale of Electricity (TOSE)

- Review and audit of statement of TOSE (as per Article 7 & Article 10 of DFA) including scrutiny of the detailed records of the TOSE charged on the basis as per the Maharashtra Tax on Sale of Electricity Act 1963 all consumers and verification of the accuracy of the same.
- The Audit to be based on standard auditing procedure/accounting methodology.
- The Audit report should be submitted on monthly basis.
- The Auditor shall have to submit the reconciliation report including category wise details and the findings thereof.
- TOSE payable to Government should be verified and reconciled Invoice.
- Reconciliation of TOSE for the audit period is given below.

Particulars	Month (Amount in Rs.)
TOSE Billed to Consumers	
TOSE & Other Adjustment	
Total Amount Payable	
Total Amount Paid	
(Excess)/ Short Paid	
Subsequent Adjustment	

Part D: Scope of independent Auditor for Pass on charges (PC)

- Review and audit of statement of PC (as per Article 7 & Article 10 of DFA) including scrutiny of the detailed records of the PC charged to all consumers and verification of the accuracy of the same whenever applicable.
- The Audit shall be based on standard auditing procedure/accounting methodology.
- The Audit report should be submitted on monthly basis.
- The Auditor shall have to submit the reconciliation report including category wise details and the findings thereof.

Part E: Scope of Independent Auditor for Determining the Provisional & True up Average Billing Rate (ABR)

- Review and audit of monthly accounts information for DF area for the purpose of calculation of provisional & trued up ABR (As per Annexure 11 of DFA and as per tariff order) including scrutiny of the detailed billing data records submitted by respective DF agency and verification of the accuracy of the same.
- The Audit should be based on standard auditing procedure / accounting methodology.
- The Audit report should be submitted on monthly basis.
- The audit should be carried out both on the provisional ABR as well as the final True-up ABR.
- The Auditor shall have to submit the reconciliation report along with the details of the findings.
- Working & Reconciliation of ABR and TIR

Provisional Working

Month

Week Cycle From					Total
Week Cycle To					
Input Energy (units)					
Supplementary Invoice					
Total units					

Net Sales (Rs. in Crores)					
Net units in MU					
Provisional ABR					
Base year ABR					
Provisional TIR					
Provisional paid towards input energy for the month (in Rs.)					

Final Working

Week Cycle From					Total
Week Cycle To					
Input Energy (units)					
Supplementary Invoice					
Total units					
Net Sales (Rs. In Crores)					
Net units in MU					
Final ABR					
Base year ABR					
Final TIR					
Final Payable towards input energy (in Rs.)					
Short /(Excess) Paid					
Date of Adjustment in subsequent Invoices					

Part F: Scope of Independent Auditor for verification of Provisional invoice to be issued to Distribution Franchisee

- Review and audit of weekly/fortnightly/monthly accounts information for SMK & Malegaon DF area for the purpose of calculation of provisional invoice (As per Article 7 of DFA) including scrutiny of the detailed records at Nodal & Distribution Franchisee's office and verification of the accuracy of the same.
- The Audit should be based on standard auditing procedure / accounting methodology.
- The Audit report should be submitted on monthly basis.
- The Auditor shall have to submit the reconciliation report along with the details of the findings.
- Summary of each components included in Invoices raised for the month on Franchisee should be provided in following format as on Provisional data as well as Actual data basis.

(Amount in Rs.)

Invoice Period	From					Total
	To					
Invoice Date						
Invoice No						
Revenue Input energy						
Electricity Duty						
Other Charges –TOSE						
Others charges						

SUB TOTAL (A)					
Incentive against Arrears - LIVE /PD Consumers					
Subsidy Credit					
Other					
SUB TOTAL (B)					
INVOICE RAISED {C= (A-B)}					
DISPUTED AMOUNT					
DISPUTED AMOUNT (D)					
AMOUNT PAID (C-D)					

Part G: Scope of Independent Auditor for verification of New Capital Expenditure

- Review and audit of the Distribution Assets created in DF area as per following classification
 - Created by Distribution Franchisee from time to time. (As per Article 5.2 of DFA)
 - Created by Consumers under DDF/Non DDF scheme, etc.
- The audit shall comprise verification of costs of the assets purchased (with details and particulars) and certification for the prudence of the expenses incurred in acquiring the asset. The Audit firm shall have to take assistance of a **reputed asset valuation expert** for this purpose. It is expected to submit the valuation report of the valuation expert along with Capex report.
- The site verification is to carried out jointly by the MSEDCL's Nodal Office, Distribution Franchise's representative and technical member of Independent Auditor.
- The Audit should be based on standard auditing procedure /accounting methodology.
- The Auditor shall have to submit the technical as well as valuation report (As per Article 5.2.15 of DFA) along with the details of the findings in the below format and also submit summary of capital expenditure on monthly and half yearly basis as per following format.

Details of Capex added during the year												
Year	Activity	WCR No.	SAP Code	Location	Item Name	Qty		Unit	Diff	Rate as per MSEDCL Cost-Data (Rs.)	As per value in Rs. (If not in MSEDCL Cost- Data)	Value in Rs. Lakhs
						As per Physical Verification	As per WCR					

Part H: Scope of Independent Auditor for audit of Escrow /RTGS/any other mode of payment received from Distribution Franchisee

- Review and audit of Escrow/RTGS/Any other mode of payment received from Distribution Franchisee for designated DF area for the purpose of compilation of amount received including scrutiny of the detailed records at Nodal & Distribution Franchisee's office and

verification of the accuracy of the same.

- b. Review and audit of 1.5 % of rebate of for any early full payment of invoice within 03 days
- c. The Audit should be based on standard auditing procedure /accounting methodology.
- d. The audit report should be submitted on monthly basis.
- e. The auditor shall have to submit the reconciliation report along with the details of the findings.

Part I: Scope of audit for Interest Calculation

- a. Review and audit of true-up invoices to DF including scrutiny of the detailed records at Nodal & Distribution Franchisee's office and verification of the accuracy of the same.
- b. The audit should be based on standard auditing procedure/ accounting methodology.
- c. The Audit report should be submitted on monthly basis.
- d. The Auditor shall have to submit the reconciliation report along with the details of the findings.

Part J: Scope of audit for True-up invoices

- a. Review and audit of true-up invoices to DF including scrutiny of the detailed records at Nodal & Distribution Franchisee's office and verification of the accuracy of the same.
- b. The audit should be based on standard auditing procedure/ accounting methodology.
- c. The Audit report should be submitted on monthly basis.
- d. The Auditor shall have to submit the reconciliation report along with the details of the findings.

Part K: Other Scope of audit

- a. As per the DFA the Capex carried out by the Distribution Franchisee on behalf of MSEDCL is required to check in depth as there are various issues like reimbursement of expenditure as per cost data or actual expenditure incurred and documentary evidence furnished in respect of procurement of materials & availing of services for implementing the works, payment of GST for the period 01/04/2024 to 31/03/2026 obtaining tax invoices etc.
- b. To verify the addition of fixed assets, physical verification of inventories as well as fixed assets added in the system and valuation of assets & inventories carried. Further the valuation of the fixed assets added by the Dist. Franchisee in the previous years to be checked after considering the depreciation time to time.
- c. Verification of arrears pertains to MSEDCL and realization of debtors and proper remittance to the MSEDCL, Also check calculation of incentives and penalties.
- d. Verification of accounts pertains to Distribution Franchisee and to check separate accounts have been maintained for relevant matters pertains to MSEDCL and accounting treatment thereof.
- e. The auditors have to verify the revenue receipt as well as capital receipt other than as stipulated in Dist. Franchisee Section's scope of work and eventually of passing of benefits to the MSEDCL.
- f. Verification of financial statement/ Trial balance for particular DF area.
- g. Checking of Dist. Losses, billing efficiency, collection efficiency prior to execution of DF agreement and after handing over of DF area.
- h. Verification of action initiated by the Dist. Franchisee towards unauthorised use of electricity, theft and pilferages as per Section 126, 135(2) and 152 of Electricity Act, 2003 and accounting treatment thereof, also to check the amount of Govt, dues i.e. Compounding charges etc have been deposited by the Dist. Franchisee timely to the Govt.
- i. Checking of capacity enhanced by the Dist. Franchisee and impact of this on revenue due to additional capacity.
- j. Confirmation if Distribution franchises have complied with EA 2003 rules for transitioning Temporary Disconnected Consumer to Permanently Disconnected consumer Status

- ensuring proper procedure, documentation and timelines are followed
- k. The nos. Of consumers PD during the year, reasons for accumulation of arrears & not recovering the arrears amount during the period if any needs to be verified and audit comments to be offered.
 - l. During the period if any needs to be verified & audit comments to be offered & also check calculation of incentives.
 - m. Comments of auditors towards timely replacement of defective meters, following of MERC Regulations / orders.
 - n. Audit comments on timely remittance of payments to the MSEDCL as per the DF agreement.
 - o. Audit of Opening Asset Register including civil assets of MSEDCL.
 - p. Any revision in arrears position (for live/PD or any other as per DFA).
 - q. Submit the details of B80 reports having same consumers no with Type 1 & Type 5 adjustment in same month in following format.

Month	No. of B80	Dr. Amt	Cr. Amt	Type of B80 (Type01/Type05)	No of consumer having Type 1 & 5 in same month

- 1.4.1 a) The above scope is minimum and MSEDCL reserve the right to request for any additional.
- b) The auditor can submit report on any issues beyond the scope if found significant.

1.4.2 Force Majeure

Without limiting the general limitations of liability in any way arising under this Agreement neither party is responsible for failure or delay in performance of services or obligations hereby undertaken due to occurrence of any event of force Majeure including acts of God, acts of any Government (de jure or de facto) or regulatory body or public enemy, war, riots, embargoes, industry wide strike, pandemic, beyond the parties control, which cannot be reasonably forecast or prevented, thereby, hindering the performance by the parties of any of their obligations hereunder.

The audit firms shall submit price bid in prescribed format enclosed herewith in – Annexure B-I & B-II.

1.5 Criteria for submission of Price Bid:

- a. Estimate cost of Audit Fees of Rs. 4.95 Lakhs (Incl. GST)
- b. Considering the scope of work, minimum 6 days are required for carrying out Audit on monthly basis.
- c. Structure of Team members is designed and days required of each team member are calculated. Accordingly, man days are arrived.
- d. Fees per Day published by ICAI are considered and same is reduced to 35%.
- e. Rate reasonability is also done by comparing with the per-day Salary of employees required for conducting Internal Audit of DF.
- f. The Audit firm should quote the Audit Fees in Rupees excluding taxes as applicable & GST.
- g. Audit firm should separately quote estimated out of pocket expenses such as travelling, lodging & boarding and incidental expenses etc.
- h. Other conditions:
 - I. Travelling and conveyance :

Local conveyance will not be provided. In case of out of station travelling, the actual expenses of AC – II Tier / any other mode whichever is lower will be reimbursed to the partners/ proprietor of the firm. For Assistant of Audit Firm, AC – III Tier or any

other mode whichever is lower will be reimbursed. In case of travel by Road – Rs.10 per km for car and Rs. 5 per km for two wheeler will be reimbursed for travelling the distance more than 10 km. after actual use. The reimbursement of travelling expenses will be given from location of HO or Branch office of your firm which is nearest to Auditee office i.e. Circle/Division whichever is less.

II. Out of pocket expenses for Hotel (Lodging):

For outstation tour, Company's Guest House will be provided as per availability, in case of non availability of Guest House, hotel (lodging) expenditure will be reimbursed at actual limited to Rs.1500 plus taxes per day for Partner / Proprietor and Rs.1000 plus taxes per day for Assistant of the Audit firm.

III. Out of pocket expenses for Hotel (Food Expenditure):

For outstation tour, Food expenses will be reimbursed on actual basis on submission of original bills restricted to Rs. 400 per day per person.

1.6 Time Schedule:

For the scope of this Audit you shall strictly adhere to the time period being essence. The time schedule will be as per the period mentioned in scope of Audit for submission of reports. The time schedule as accepted by the auditor will be for the period 01-04-2024 to 31-03-2025 and 01-04-2025 to 31-03-2026.

1.7 Completion of Audit Work

- a. a Audit work will be completed as per work order within a period mentioned in Clause 1.6; however, the review of the performance & scope of the work will be taken after completion of work.
- b. Independent Auditor Report should be submitted on monthly basis & bill of the same may be submitted on monthly basis. The Audit & Capex should be finalised within time line provided in scope of work.
- c. For the scope of this contract you shall strictly adhere to the time period being essence of this contract. In order to verify the weekly invoices raised by MSEDCL, Auditor's Representative must visit concern MSEDCL / DF office.
- d. Failing to adhere the time schedule of audit as mentioned above, may attract 5% penalty for delay on part of the auditor more than 6 month from the monthly audit.
- e. If Audit report is not given in stipulated time even after 3 reminders or maximum within 6 months, the work may be carried out by other agency at your risk & cost.
- f. These criteria will be relaxed in force majeure condition subject to prior approval of Competent Authority.
- g. Any biased decision in audit report will be viewed seriously & the agency will be blacklisted for all works of MSEDCL.

1.8 Terms of Payment:

The payments will be made in consideration of the work performed by the Auditor. The mode of payment will be based on task completed as described in Bid. **Failing to submit the audit report within stipulated timeline after awarding work order, it may attract 5% charges of contract value as penalty from the payment.**

The Bill Certified by Superintending Engineer, Nodal Office, SMK/ Malegaon and countersigned by Engineer in charge i.e. Chief Engineer Bhandup Zone/ Nashik Zone, should be submitted in duplicate to office of Superintending Engineer, DF (HO) Mumbai with a copy to M/s TPL for SMK or M/s MPSL for Malegaon

The payment will be made according to MSEDCL policy, after submission of bill.

1.9 Correspondence:

All correspondence by the Auditor under this Agreement should be addressed to the Nodal Officers, MSEDCL, SMK/Malegaon or The Chief Engineer of Bhandup Zone/ Nashik Zone,. Superintending Engineer (DF), MSEDCL & Engineer In charge of M/s TPL / M/s MPSL. Copy of Internal Audit Report should be submitted to following offices:

- a. Superintending Engineer (Distribution Franchisee), MSEDCL, Corporate office, Mumbai.
- b. Chief Engineer, Bhandup Zone, Bhandup/ Nashik Zone, Malegaon.
- c. Chief General Manager, Internal Audit, Head Office, Mumbai.
- d. Regional Director, Kalyan Region

The soft copy of the same shall also be sent to sedfho@gmail.com

1.10 Other Instructions:

The following may please be noted:

- i. The Bids, that are incomplete in any respect and/or are not consistent with the requirements as specified in this would be considered non- responsive and would be liable for rejection.
- ii. Strict adherence to formats, wherever specified, is required. Non- adherence to formats may be a ground for declaring the Proposal non- responsive.
- iii. All communication and information should be provided in writing and in the English language only.
- iv. All the communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words.
- v. Any change in proposal or supplementary information to a Proposal will not be accepted after its submission. However, MSEDCL reserves the right to seek additional information/ clarification from the Bidders, if found necessary, during the course of evaluation of the Proposal. MSEDCL reserves the right of accepting and using such additional information/ clarification. Non- submission, incomplete submission or delayed submission of such additional information or clarifications as sought by MSEDCL, may be grounds for rejection of the Proposal.
- vi. The Bidder should designate one person (“Contact Person” and “Authorised Signatory”) to represent the Bidder in his dealings with MSEDCL. This designated person should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder, etc.
- vii. If any claim made or information provided by the Bidder i.e. Audit firm, in the Proposal or any information provided by the Bidder in response to any subsequent query of MSEDCL, is found to be incorrect or is a material misrepresentation of facts, then the Proposal may be liable for rejection.
- viii. MSEDCL reserves the right to reject any or all the Proposals without assigning any reasons whatsoever.

1.11 Awarding of Contract:

The Tender will be awarded to the firm offering/quoting lowest rate i.e. L-1 bidder. L-1 Bidder/ Audit Firm will be selected for each franchisee separately i.e. for Price schedule B-I and Price schedule B-II separately.

If any bidder found L1 with same bid price for both the DF then the agency will have option

to choose either of DF area as a preference to it. However, the discretion will rest with MSEDCL. If same bidder is found L1 for both DF with different bid price then lowest offer out of two will be considered and order will be assigned to that agency. Further, if L2 of another DF will be ready to match L1 for that DF then order will be issued to that agency. If L2 will not be ready to match L1 then L3, L4etc. will be asked to match L1 sequentially and order will be issued to the Agency who will match L1. In case of no L2 offer or if no one is ready to match L1, then MSEDCL may re-float the tender for remaining DF area. The Tender will be awarded to the firm offering/quoting lowest rate

- 1) If same bidder is found L1 for both DF with same (equal) bid price then contract will be awarded as per preference of the bidder.
- 2) If same bidder is found L1 for both DF with different bid price then lowest offer out of two will be considered and order will be assigned to that agency.

e.g.-

- i) M/s X being L1 in both Tenders, M/s X will be awarded contract where quote is low. If quote for SMK DF less than Malegaon DF then M/s X will be awarded contract of SMK DF.
- ii) Now, for Malegaon DF, if M/s Y (being L2) is ready to match L1, contract of Malegaon DF will be awarded to M/s. Y.
- iii) If M/s Y is not ready to match L1 and If M/s Z (being L3) is ready to match L1, Malegaon DF will be awarded to M/s Z.
- iv) If M/s Y & Z both refused to match L1 then, Tender will be re-floated for Malegaon DF only.

1.12 Extension of Work order

Audit firms may be given extension for one more year in case performance is found satisfactory condition. However, the discretion will rest with MSEDCL.

1.13 Address for Correspondence:

Superintending Engineer (Distribution Franchisee),
4th floor, Prakashgad
Head Office ,MSEDCL , Mumbai- 400 051
Tel. 022 -26474211- Ext. 2274/2481 email - sedfho@gmail.com

2 BIDDING DOCUMENTS

2.1 Content of Bidding Documents

- 2.1.1 The bidding documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause 2.3.

Detailed Notice Inviting Tender

Section 1: Instructions to Bidders,

Section 2: General Conditions of Contract,

Section 3: Form of Technical and Price Proposal

- 2.1.2 The bidder is expected to examine carefully the contents of the bidding documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

2.2 Clarification of Bidding Documents

- 2.2.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing by mail at the Employer's address indicated in the Bidding Data and given below. The Employer will respond to any request for clarification which it receives earlier than 07 (Seven) days prior to the deadline for submission of bids. All requests for clarifications should be addressed to:

Superintending Engineer (DF)
MSEDCL, Prakashgad, Fourth Floor
Bandra (East), Mumbai 400 051
Telephone : (022) 26581476, 26474211 Extn. : 2274/2481
Email: sedfho@gmail.com

2.3 Amendment of Bidding Document

- 2.3.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing addendum.
- 2.3.2 Any addendum thus issued shall be part of the bidding documents pursuant to Sub-Clause and shall be communicated through the website -
<http://works.mahadiscom.in/eTender/etender>
- 2.3.3 In order to afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, or for any reason deemed appropriate by the Employer, the Employer may extend the deadline for submission of bid.

3 PREPARATION OF BIDS

3.1 Language of Bid

3.1.1 The bid, and all correspondence and documents, related to the bid, exchanged between the bidder and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the bid the English translation shall prevail.

3.2 Documents Comprising the Bid

3.2.1 The bid submitted by the bidder shall comprise two sets of documents submitted simultaneously, one containing Technical- Commercial Proposal, and the other Price Proposal. All bidding documents required to be submitted in accordance with the requirements shall be completely filled and signed with seal as a token of acceptance, as applicable, without deviating from the format and content.

3.2.2 Bidders shall submit price bids and technical bid with tender and a declaration in prescribed format specified.

3.2.3 The Technical Proposal submission shall also comprise of: (i) the Bid Security for the tender; and (ii) a declaration by the Bidder (in the Form of Bid) that he accepts the terms and conditions set forth in Invitation and Instructions to Bidders.

3.2.4 In case a Bidder anticipates any deviations in the conditions of contract, such deviations should be brought to the notice of the Employer on or before the last date of submission of Bid. Specific written approval of the Employer should be sought for any proposed deviations. No deviation shall be permitted in the bid or after submission of the Bid.

3.2.5 Without limiting the generality of the foregoing, the Technical Proposal shall contain the following:

- a. Bid Form for Technical Proposal, signed by the authorized signatory (Refer Section 3 Forms for Technical & Price Proposal);
- b. Application for Qualification. (Section 3 Declaration by Bidder)
- c. A brief description of the Bidder's organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate inter-alia, the profiles of staff proposed, and Bidder's involvement.
- d. All Appendices including Firm at a Glance, declaration of experience in data analytics/data extraction/data mining, declaration about no debar/disqualification and all other commercial papers required as per qualifying criteria set forth.

3.2.6 The Price Proposal shall be comprised of the fully Price Bid. Without limiting the generality of the foregoing, the Price Proposal shall contain the following:

- a. Bid Form for Price Proposal; signed by the authorized signatory; (Refer Section 3)
- b. Price Bid quoted in Price Bid Format. (Refer Section 3)

3.3 Bid Price

- 3.3.1 Bidder shall quote yearly fee for the entire service on a 'single responsibility' basis as per the entire scope of work such that the total bid price covers all obligations mentioned therein in accordance with the requirements of the Conditions of Contract.
- 3.3.2 Price quoted by the Bidder shall be fixed and not subject to adjustment during the performance of the contract.

3.4 Bid Currencies

- 3.4.1 Prices shall be quoted in Indian Rupees.

3.5 Bid Validity

- 3.5.1 Bids shall remain valid for the period of 90 days after the date of bid opening.
- 3.5.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made through e-mail. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension, and in compliance with in all respects.

3.6 Alternative Proposals by Bidders

- 3.6.1 Bidders shall submit offers which comply with the requirements of the bidding documents. Alternative proposals will not be considered. The attention of the bidders is drawn to the provisions regarding the rejection of bids which are not substantially responsive to the requirements of the bidding documents.

3.7 Format of Bid

- 3.7.1 The bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The bidder shall submit declaration to confirm that he has read and accepted all the contents and conditions contained in All Sections. (Including Price Proposal).
- 3.7.2 The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
- 3.7.3 Bidder must give clear page numbers to each page of his offer and a detail index should be provided indicating the page numbers for each relevant document comprising his offer. Checklists for documents and data to be furnished by the Bidders have been given elsewhere in the bidding document, separately for Technical Proposal and Price Proposal.

4 SUBMISSION OF BIDS

4.1 Online submission of Bids:

- 4.1.1 The bidder shall scan all the documents forming part of the bidder's Technical Proposal, and convert the same into PDF format. The size of the Technical Proposal in PDF format shall not

exceed 5 MB. In case the size of the PDF document exceeds 5 MB, the PDF document shall be split up into suitable number of files of size of 5 MB or less each. There after each file shall be numbered as “Tech_(Number & Name of Document).pdf”. Then these files shall be digitally signed using the software provided by the Employer during registration of the bidder. The digitally signed document files shall be uploaded by the bidder on the “e-tendering” web site of MSEDCL.

- 4.1.2 Price bids shall be submitted for SMK & MALEGAON DF area
- 4.1.3 The Bidder shall separately quote estimated out of pocket expenses such as travelling, lodging & boarding and incidental expenses etc.
- 4.1.4 Audit firm should quote the Audit Fees in Rupees excluding taxes as applicable & GST.
- 4.1.5 The bidder shall scan all the documents forming part of the bidder’s Price Proposal, and convert the same into PDF format. Then these files shall be digitally signed using the software provided by the Employer during registration of the bidder. The digitally signed document files shall be uploaded by the bidder on the “e-tendering” web site of MSEDCL.
- 4.1.6 The bidder shall submit, in a separate Folder, following documents copies prior to the dead line for submission of bids.
 - a. Receipt of Payment made by the bidder against the Tender Fees of an amount of Rs 5000 + GST as applicable to tender.
 - b. Power of attorney in the name of the person authorized to sign tender documents.

4.2 Deadline for Submission of Bids

Bids must be uploaded by a bidder on MSEDCL web site not later than the date and time designated in the Tender Notice.

4.3 Late Bids

Any bid uploaded by the bidder after the deadline for submission of bids as mentioned in Tender Notice will be rejected and remain unopened.

5 OPENING AND EVALUATION OF TECHNICAL PROPOSALS

5.1 Opening of Technical Proposals

- 5.1.1 The Employer will open the Technical Proposals at the date and time designated in the Tender Notice.
- 5.1.2 The Price Proposals will remain unopened until the time of opening of the Price Proposals. The time and date of the opening of the Price Proposals will be advised in writing or by email by the Employer following approval of the evaluation of the Technical Proposals.

5.2 Process to be Confidential

- 5.2.1 Unless requested by the Employer, from the time the bids are opened to the time the contract is awarded, the bidders or their representatives should not contact the Employer or any other persons involved in the evaluation process on any matter related to their Technical or Price Proposals. Any effort by a bidder to influence the Employer’s processing of bids or award decisions may result in rejection of the bidder’s bid and forfeiture of the bid

security.

- 5.2.2 Information relating to the examination, clarification, evaluation and comparison of bids for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the Letter of Award is issued.

5.3 Examination of Technical Proposals and Determination of Responsiveness

- 5.3.1 The Employer will examine the bids to determine whether they are complete, whether the documents have been properly signed, whether the required security is included, and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or other criteria specified in the bidding documents will be rejected by the Employer and will not be included for further consideration.

- 5.3.2 The Employer will also determine whether each bid is substantially responsive to the requirements of the bidding documents. A substantially responsive bid is one which conforms to all the terms, conditions of the bidding documents, without deviation or reservations. A deviation or reservation is one:

- a. which affects in any substantial way the scope, quality or performance of the Works;
- b. which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights; or
- c. Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

- 5.3.3 If a bid is not substantially responsive it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation. Conditional bids will be deemed to be not substantially responsive, and will be rejected by the Employer.

- 5.3.4 Notwithstanding the above, the Employer reserves the right to accept minor deviations which do not materially affect the substantial responsiveness of the Bid, whose rectification would not affect unfairly the competitive position of other bidders, and which can be rectified after award of contract without change to the price, scope, quality or performance of the Works.

5.4 Clarification of Technical Proposals and Contacting the Employer

- 5.4.1 The Employer may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise, where the Employer requires amendments or changes to be made to the Technical Proposal.

- 5.4.2 Any effort by the bidder to influence the Employer in the Employer's evaluation of Technical Proposals, bid comparison or the Employer's decisions on acceptance or rejection of bids may result in the rejection of the bidder's bid and forfeiture of the bid security in accordance with the provisions.

5.5 Pre-Bid Meeting

- 5.5.1 A Pre-Bid Meeting shall be held by MSEDCL on the date as indicated in the Time Table as mentioned in Notice Inviting Tender, the purpose of which shall be to address the concerns of the bidders with respect to RFP. The official representative of the Bidders may attend the pre-bid meeting which will take place at the address of tender issuing authority.
- 5.5.2 The official representative of the Bidders may attend the pre-bid conference which will take place at the following address:

The Superintending Engineer (Distribution Franchise),
Maharashtra State Electricity Distribution Company Ltd.,
Plot No G- 9, Anant Kanekar Marg, 4th Floor, Prakashgad,
Bandra (East), Mumbai 400 051
Phone: 022 – 26581476, 26474211 ext. 2274/2481
Email: sedfho@gmail.com

5.6 Intimation of Opening of Price Proposals

- 5.6.1 At the end of the evaluation of the Technical Proposals, the Employer will intimate bidders who have submitted responsive Technical Proposals and who have been determined as being qualified for award to attend the bid opening of the Price Proposals through online process.

6 OPENING AND EVALUATION OF PRICE PROPOSALS**6.1 Opening of Price Proposals**

- 6.1.1 The Employer will open the Price Proposals of all bidders who submitted responsive Technical Proposals at the time and date intimated to the bidders. Price Proposals shall be opened at the date and time indicated in the Bidding Data, or at such other time as may be notified to the responsive bidders.

6.2 Clarification of Price Proposals and Contacting the Employer

- 6.2.1 To assist in the examination, evaluation and comparison of Price Proposals, the Employer may, at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing or by email, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance.
- 6.2.2 No bidder shall contact the Employer on any matter relating to its bid from the time of opening of Price Proposals to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 6.2.3 Any effort by the bidder to influence the Employer in the Employer's evaluation of Price Proposals, bid comparison or contract award decisions may result in the rejection of the bidder's bid and forfeiture of the bid security in accordance with the provisions.

6.3 Preliminary Examination of Proposals and Determination of Responsiveness

- 6.3.1 The Employer will examine the bids to determine whether they are complete, whether the documents have been properly signed, whether the bids are substantially responsive to the requirements of the bidding documents, and whether the bids provide any clarification and/or substantiation that the Employer may require.
- 6.3.2 A substantially responsive bid is one which conforms to all the terms, conditions and requirements of the bidding documents without material deviation or reservation.
- 6.3.3 If a Price Proposal is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 6.4 Process to be Confidential
- 6.4.1 Unless requested by the Employer, from the time the bids are opened to the time the contract is awarded, the bidders or their representatives should not contact the Employer or any other persons involved in the evaluation process on any matter related to their Technical or Price Proposals.
- 6.4.2 Information relating to the examination, clarification, evaluation and comparison of bids for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.
- 6.5 Correction of Errors
- 6.5.1 In case of discrepancy and / or difference in the value between the quoted price in number and as expressed in words, the value as expressed in words shall prevail over the value as expressed in number for the determination of the Total Price of the Bidder.
- 6.6 Evaluation and comparison of Price proposals.
- 6.6.1 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 6.7 Notification of Award
- 6.7.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by email, confirmed by registered letter, that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Award") shall name the sum which the Employer will pay to the bidder in consideration of the execution of works as prescribed in the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").
- 6.7.2 The notification of award will constitute the formation of the Contract.
- 6.7.3 Upon furnishing Security Deposit by successful bidder, the Employer will promptly notify the other bidders that their bids have been unsuccessful.
- 6.8 Corrupt or Fraudulent Practices
- 6.8.1 The Maharashtra State Electricity Distribution Company Ltd. and the State require that the bidders observe the highest standard of ethics during the execution of such contracts. In

pursuance of this policy, MSEDCL:

- a. defines for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, 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 Employer of the benefits of free and open competition.
- b. will reject a proposal for award if it determines that the bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the contract in question;
- c. will declare a firm ineligible, either indefinitely or for a specific period of time, to be awarded an MSEDCL contract if at any time if it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an MSEDCL Assignment.

SECTION 2
GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1 THE CONTRACT

1.1 Definitions

In the Contract (as defined below) the words and expressions defined below shall have the meanings assigned to them, except where the context requires otherwise:

- 1.1.1 "Employer's Requirements" means the description of the scope as included in the Contract (Clause 1.4) and any alterations and modifications thereto in accordance with the Contract. The Conditions of Contract, Check List, Appendix to Tender and all other information contained in the bidding documents form an integral part of the Employer's Requirements.
- 1.1.2 "Tender" means the Audit Firm's priced offer to the Employer for the services, as accepted by the Letter of Award. The word 'tender' is synonymous with 'bid'.
- 1.1.3 "Bidder's Proposal" means the completed Sections, Schedules, and supporting documentation submitted with the Tender, as included in the Contract.

1.2 Persons

- 1.2.1 "Employer" means the person named as specified in clause 1.1 of Section 1.
- 1.2.2 "MSEDCL" means Maharashtra State Electricity Distribution Company Limited; a company incorporated under the Company's Act 1956 after the restructuring of the erstwhile Maharashtra State Electricity Board having its registered office at Plot No. G-9, Prakashgad, Bandra (East), Mumbai 400 051.
- 1.2.3 "Audit Firm" means the Bidder whose Tender has been accepted by the Employer and the legal successors in title to such Bidder, but not (except with the consent of the Employer) any assignee of such Bidder.
- 1.2.4 "Employer's Representative" means the person appointed by the Employer to act as Employer's Representative for the purposes of the Contract and named as specified, or other person appointed from time to time by the Employer.
- 1.2.5 "Bidder's Representative" means the person (if any) named as such in the Contract or other person appointed from time to time by the Bidder.
- 1.2.6 "Commencement Date" Date of issue of Letter of Award shall be considered as the commencement date of contract.
- 1.2.7 "Contract Period" means the Two Years period from the Commencement Date of Contract.

1.3 Law and Language

- 1.3.1 The law of the Contract is the law of India.
- 1.3.2 Where versions of the Contract are prepared in different languages, the English language version shall prevail.
- 1.3.3 The language for reporting and day to day communications shall be English.

1.4 Contract

- 1.4.1 A Contract in the form annexed, with such modifications as may be necessary to record the agreement reached, shall be executed within the time period specified in the Tender. The costs of stamp duties and similar charges imposed by the law shall be borne by the Bidder.

1.5 Confidentiality

- 1.5.1 The Bidder shall treat the details of the contract as private and confidential, except to the extent necessary to carry out its obligations under it. The Bidder shall not publish any information, drawings or photographs concerning the Works, or permit to be published, or otherwise disclose any particulars of the Contract in any trade or technical paper or any document or elsewhere without the prior consent in writing of the Employer, and subject to any terms and conditions that he may prescribe.

1.6 Bidder's Personnel

- 1.6.1 The Bidder shall employ (or cause to be employed) only persons who are careful and appropriately qualified, skilled and experienced in their respective trades or occupations.
- 1.6.2 The Employer's Representative may require the Bidder to remove (or cause to be removed) any person employed on Works, including the Bidder's Representative, who in the opinion of the Employer's Representative:
 - a. persists in any misconduct,
 - b. is incompetent or negligent in the performance of his duties,
 - c. fails to conform with any provisions of the Contract.

2 PROGRESS REPORTS

2.1 Monthly progress report:

- 2.1.1 The Audit Firm shall prepare and submit the Monthly progress reports to the MSEDCL.
- 2.1.2 The Audit Firm shall submit every month within first week of the calendar month, brief progress report in the format approved by the Employer.

3 COMMENCEMENT, DELAYS AND SUSPENSION

3.1 Commencement of the services:

3.1.1 The Audit Firm shall begin to carry out the services immediately from the date of commencement of the Work Order.

3.2 Tenure of the contract:

3.2.1 The contract period is for Two Years.

3.2.2 The period / time for Audit services under this contract shall be for FY 2024-25 & 2025-26.

3.3 Expiry of the contract:

3.3.1 Unless terminated, this contract shall expire when services have been completed at the end of 24 months from the date of commencement of the contract.

3.4 Modification:

3.4.1 Modification of the terms and conditions of the contract, including any modification of the scope of the services, may only be made by written agreement between the Parties with due consensus of both the parties on that matter.

3.5 Submission and Payment of Bills:

3.5.1 The payments will be made in consideration of the work performed by the Auditor. The mode of payment will be based on task completed as described in Section 1.4.

3.5.2 Bill Certified by Superintending Engineer, Nodal Office, Thane shall be submitted to Engineer -In- Charge i.e. Chief Engineer Bhandup Zone, should be submitted in duplicate to office of Superintending Engineer, DF(HO) Mumbai. With a copy M/s TPL SMK & MALEGAON

3.5.3 The payment will be made according to MSEDCL policy, after submission of bill.

3.5.4 The boarding / lodging and conveyance for Audit Firm's representatives from Headquarters to Mumbai shall be at Audit Firm's cost and will not be paid by MSEDCL.

3.5.5 However out of pocket expenses towards travel, boarding and lodging that may need to be incurred for execution of assignment outside Mumbai will be payable additionally on actual.

3.6 Penalty Clause:

3.6.1 In case of a delay in the deliverables (milestones) within the period stipulated in the agreement, the auditor shall be liable to pay, at the discretion of the competent authority of the employer, the liquidated damages to the employer up to 5 % of the contract price. Due consideration may be given in the levy of liquidated damages for reasons absolutely beyond the control of the Auditor, for which documentary evidence shall be produced to the satisfaction of the competent authority of the employer.

3.7 Performance Certificate

3.7.1 Upon successful completion Contract and after the fulfilment of all the obligations under the contract, the Employer will issue a Performance Certificate.

3.8 Correspondence

3.8.1 All correspondence by the Auditor under this Agreement should be addressed to the Nodal Officers, MSEDCL, SMK/Malegaon or The Chief Engineer of Bhandup Zone/ Nashik Zone,. Superintending Engineer (DF), MSEDCL & Engineer In charge of M/s TPL / M/s MPSL. Copy Internal Audit Report should be submitted to following offices:

- a. Superintending Engineer (Distribution Franchisee), MSEDCL, Corporate office, Mumbai.
- b. Chief Engineer, Bhandup Zone, Bhandup/ Nashik Zone, Malegaon.
- c. Chief General Manager, Internal Audit, Head Office, Mumbai.
- d. Regional Director, Kalyan Region

The soft copy of the same shall also be sent to sedfho@gmail.com

4 DEFAULT OF SERVICES BY AUDIT

4.1 Notice to Correct

4.1.1 If the Audit Firm fails to carry out any of his obligations, or if not executing the services in accordance with the Contract, the Employer's Representative may give notice to the Audit Firm requiring him to make good such failure and remedy the same within a specified reasonable time.

4.2 Suspension:

4.2.1 The Employer may, by written notice of suspension to the Audit Firm, suspend all payments to the Audit Firm if the Audit Firm fails to perform any of their obligations under the contract, including the carrying out of the services, Provided that such notice of suspension,

4.2.2 Shall Specifying the nature of failure and

4.2.3 Shall request to remedy such failure within a period not exceeding thirty (30) days after receipt by Audit Firm of such notice of suspension.

4.3 Termination

4.3.1 By the Employer:

If the Audit Firm:

- a. Fails to comply with scope of work mentioned under Section I, Clause 1.4
- b. Abandons or repudiates the Contract, or
- c. Without reasonable excuse fails to demonstrate that sufficient capability is employed in the services to achieve completion within the Time for Completion, or
- d. becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under any applicable law) has a similar effect to any of these acts or events, or assigns the Contract or subcontracts of the services without the required

consent, or

- e. in the judgment of the Employer has engaged in corrupt and fraudulent practices in competing for or in executing the Contract, or
- f. fails to achieve the agreed monthly milestones for a period of 3 consecutive months, then the Employer may, after having given 14 days' notice to the Audit Firm, terminate the Audit Firm's services under the Contract. The rights and authorities conferred on the Employer and the Employer's Representative by the Contract shall not be affected.

4.3.2 By Audit Firm:

The Audit Firm may, by not less than sixty days written notice to the Employer, such notice to be given after the occurrence of any of the events specified in the paragraphs (a) and (b) of this clause terminate this contract.

- a. If the Employer fails to pay any money due to Audit Firm pursuant to this contract and not subject to the dispute pursuant to the clause 5 hereof after receiving written notice from the Audit Firm that such payment is overdue.
- b. If, as the result of Force Majeure, the Audit Firm is unable to perform a services.

4.4 Payment after Termination

- 4.4.1 After termination, the Employer shall not be liable to make any further payments to the Audit Firm until estimating the loss or damage arising from a breach of contract, the cost of damages, and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established. The Employer shall be entitled to recover from the Audit Firm the extra costs, if any, of completing the services after allowing for any sum due to the Audit Firm.
- 4.4.2 The security deposit of Audit Firm will be forfeited against above mentioned recoverable amounts and as a penalty for non-complying terms and conditions of contract successfully.

4.5 Corrupt or Fraudulent Practices

- 4.5.1 If in the opinion of the Employer the Audit Firm has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Employer may, after having given 14 days' notice to the Audit Firm, terminate the Audit Firm's Service under the Contract.

5 Disputes

- 5.1 Any disputes or differences arising under, out of or in connection with this tender or contract if not concluded shall be subject to exclusive jurisdiction of courts in Mumbai city of Maharashtra. The Indian Law shall govern the contract.

SECTION 3
SCHEDULES & APPENDICES

Annexure-A

Firm at a glance

Superintending Engineer (Distribution Franchisee),
4th floor, Prakashgad
Head Office ,MSEDCL ,
Mumbai- 400 051.
Tel. 022 -26474211- Ext. 2474/2481
email - sedfho@gmail.com

Date :

Sub : Information of Firm

Dear sir,

With respect to your advertisement dated _____ and Tender No. _____
we are hereby submitting the information regarding our firm

**Form for application to MSEDCL for Appointment of Independent Auditor for Audit of
Distribution Franchisee by Chartered Accountant Firms**

Sr.no	Particular	Details
1	Name of the CA Firm	
2	Constitution of the firm	
3	ICAI Registration No. of the firm	
4	Date of constitution of the firm	
5	Income Tax PAN of the firm/Proprietor	
6	Service Tax /GST Regn No. of the firm/Proprietor	
7	No. of Branches as of 1st Apr 2020	
8	No. of Full Time Partners/Proprietor	
9	No. of Part Time Partners	
10	Date since when the firm has a full time FCA partner/proprietor	
11	Whether firm peer reviewed in last 3 years	
11.1	If Yes, Date of peer review certificate	
12	Whether the proprietor or any partner or firm is cautioned or any action is taken against the proprietor or any partner or firm by ICAI?	
13	Whether there is any court/ arbitration/ disciplinary case pending against the firm or its partners or proprietor or taken against the firm or its partners or proprietor?	
14	Any action / disqualification by Government Co / Govt Body / Govt Authority relating to financial transactions only	

15. Turnover & Service Tax Paid for last 3 financial years

Financial Year	Turnover over	GST paid
FY 2021-22		
FY 2022-23		
FY 2023-24		
Total		

16 Details about Partners/Proprietor:

Full Name			
ICAI Membership No			
Date of Birth			
FCA/ACA			
Date since FCA/ACA			
CoP Status			
Joining Date with CA Firm			
City residing in			
Full Time / Part Time Partner			
Share of profit in %			
Mobile Number			
E-mail address			
Other Qualifications if any			

17 Details relating to Head Office and Branch Offices, if any:

Category		
Address		
Partner in charge		
City		
District		
State		
Pincode		
Landline STD Code		
Landline Number		
Fax STD Code		
Fax Number		

18 Details relating to Full time Employees / Staff

Branch / Head Office	Number of Qualified CA Employees	Professional Staff (CS,LAW,MBA,ICWA,CFA etc)	Article Clerks	Audit Clerks	Other Staff	Total Staff

19 Details relating to Qualified CA Employees

Full Name				
ICAI Membership No				
Date of Birth				
FCA/ACA				
Date since FCA/ACA				
Joining Date with CA Firm				
City residing in				
Before joining applicant firm				
In applicant firm.				
Other Qualifications if any				

20 Details relating Experience of the Firm

Type Assignment/Work	Organisation Name	Organisation Type	Financial Year	Give Details of assignment, If Assignment Type is Any other Assignment
A. With MSEDCL				
B. Other Experiences				

Appendix 1

Declaration - I

To,
The Superintending Engineer (Distribution Franchisee)
Maharashtra State Electricity Distribution C. Ltd.,
Fourth Floor, Prakashgad, Ground Floor,
Bandra (E), Mumbai – 4400051

Sub: Self declaration of proprietor about experience in Data Analysis / Data
Extraction / Data Mining by using Computer based Auditing Tools.

Dear Sir / Madam,

With reference to above, we/I declare that as proprietor/ partner firm, we/I have experience in Data Analysis / Data Extraction / Data Mining by using Computer based Auditing Tools as well as SAP & comprehensive understanding of legal/ Electricity regulatory authority and auditing issues involved under such special Audits.

Further We/I the undersigned, hereby declare that to the best of our knowledge and belief that we/I and my team/team members are well conversant and have sufficient experience in Data Analysis / Data Extraction / Data Mining by using Computer based Auditing Tools as well as SAP & comprehensive understanding of legal/ Electricity regulatory authority and auditing issues involved in such special audits.

Sign

Seal

Appendix II

Declaration II

I hereby certify that:

- i. The proprietor or any partner or firm is not cautioned or any action is taken against the proprietor or any partner or firm by ICAI/ ICMAI.
- ii. There is no any court/ arbitration/ disciplinary case pending against the firm or its partner or Proprietor or taken against the firm or its partners or proprietor or
- iii. There is no any action / disqualification by Government Co. / Govt. Body / Govt. Authority relating to financial transactions only.
- iv. The firm and its partners not had been currently debarred by MSEDCL/ MSPGCL/ MSETCL or debarred by any other PSU or ICAI/ ICMAI due to poor performance/ breach of agreement/misconduct during last 5 years.

Above information is correct. I am aware that any deviation/ misrepresentation found will result in disqualification of nomination for this tender.

Sign

Seal

Appendix III

Annual Turnover & Financial Position

Bidder's Registered Name: _____

The Bidder must fill in this form

In Rupees

Year Ending*	Total Income (Rs. Crores)	Advisory / Audit Services Turnover	Profit / Loss
FY 2021-22			
FY 2022-23			
FY 2023-24			
Three Year Turnover			
Average annual turnover			

The information supplied should be the Annual Turnover of the Bidder of the amounts billed to clients for each year for work in progress or completed.

The Bidder shall submit audited financial statements/ balance sheets in support of its claims

In Rupees

Year Ending	Capital	Reserves	Net worth	Debt/ Equity Ratio
FY 2021-22				
FY 2022-23				
FY 2023-24				

Copies shall be attached of the audited financial statements/ balance sheets, including all related notes, and income statements for the last three years, as indicated above, complying with the conditions. All such documents reflect the financial situation of the Bidder and not sister or parent companies. Historic financial statements must be audited by a certified Chartered Accountant. Historic financial statements must be complete, including all notes to the financial statements. Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted). Auditor shall provide full details which illustrate how the Current Liabilities have been calculated, using the International Accounting Standards as a basis for such calculations.

The necessary supporting documents shall be certified by an independent Auditor/ Chartered Accountant.

* Price bid should be signed & stamp on letterhead

Appendix IV

Experience Bidders' Organization and Experience

Bidder's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity for this assignment.]

Bidders' Experience

Bidder's Registered Name: _____

[Using the format below, provide information on each assignment for which your firm for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out auditing services similar to the ones requested under this assignment..]

Assignment name:	Approx. value of the contract (in Rs.):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in Rs.):
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associated Bidders:
Name of associated Bidders, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

Appendix V

Application for Qualification
(To be Submitted on Bidder's Letterhead)

Date: ___/___/ 2024

TENDER - APPOINTMENT OF THIRD PARTY INDEPENDENT AUDITOR FOR SMK &
MALEGAON DISTRIBUTION FRANCHISE FOR THE FINANCIAL YEAR 2025-26
AND 2025-26.

Tender No: SE/DF/SMK&MLG/2024-26/T-05

To:

The Superintending Engineer (DF)
Maharashtra State Electricity Distribution Co. Ltd.
Prakashgad, 4th Floor
Prof. Anant Kanekar Marg, Bandra (East)
Mumbai 400 051, India

We, the undersigned, herewith submit our application for qualification for the referenced contract for Appointment of Audit Firm Audit services for auditing of Vital Commercial parameters of Designated DF area of SMK & MALEGAON Circle area and Nagpur Urban Circle comprising Gandhi bag, Civil Lines & Mahal divisions.

We hereby declare the following:

- a) We have examined and have no reservations to the Bidding Document and the Qualification Criteria set forth under the Instructions to Bidders (ITB).
- b) We confirm that our bid is fully complying with the bidding document without any deviation. We are fully aware that conditional bid will not be accepted by the Employer.
- c) We have submitted price bids for above Tender. Our Technical Proposal includes all the details of qualifying criteria.
- d) We have not engaged any subcontractor or Sublette any part of the contract resulting from this qualification and do not have any conflict of interest in accordance with ITB Clause 1.5.
- e) We, for any part of the contract resulting from this application, have not been declared ineligible by the MSEDCL, World Bank, Asian Development Bank or any State utilities within India in accordance with ITB Sub-Clause 6.11 or by any other law for time being in force.
- f) We have filled in and submitted Schedules I to IX.
- g) We Hereby certify and undertake that the information provided in the accompanying Schedules and the Annexure thereto is complete and accurate, and that we understand that any misrepresentation of facts will be grounds for rejection of our Bid.

- h) We understand and accept that, in accordance with ITB Clause 6.7, you are not bound to accept any bid that you may receive, and that you may reject any or all bids at any time prior to Award of Contract without thereby incurring any liability to the affected bidder or any obligation to inform the bidder of the grounds for the Employer's decision.

In connection with our Bid, we hereby grant MSEDCL the authority to seek references to the extent required to confirm the information that we have provided in Schedules IX.

Name

In the capacity of

Signed

Duly authorized to sign the Application for and on behalf of

Date

Appendix VI

FORM OF TECHNICAL PROPOSAL

(On Bidder's Letterhead)

E-TENDER NO. : Bid No.: SE/DF/SMK&MLG/2024-26/T-05

TENDER - APPOINTMENT OF THIRD PARTY INDEPENDENT AUDITOR FOR SMK & MALEGAON AND NAGPUR DISTRIBUTION FRANCHISE FOR THE FINANCIAL YEAR 2025-26 AND 2025-26.

To: Maharashtra State Electricity Distribution Company Ltd.

Represented by the:

Superintending Engineer (DF)

Maharashtra State Electricity Distribution Co. Ltd.

Prakashgad, 4th Floor, Prof. Anant Kanekar Marg, Bandra (East)

Mumbai 400 051, India

Sir,

We have examined the bid documents for providing Audit services for auditing of Vital Commercial parameters of Designated DF area of SMK & MALEGAON Circle area. We have understood and checked these documents and have not found any errors in them. We accordingly offer to provide Audit Services as defined in the bid document, fit for its purpose in conformity with these documents and the enclosed Proposal.

We hereby declare that we accept all the terms, conditions, and all other matters set forth in Instructions to Bidders, General Conditions of Contract; Scope of Work; Form of Technical & Price Proposal, Declaration By Bidder; Sample Forms; and check list and agree that these will form a part of the Contract if we are selected for Award of Contract.

We have submitted complete details of our technical and financial capabilities for establishing our eligibility to undertake contract. However we hereby confirm that we accept that the Employer's decision on our eligibility to undertake the works in accordance with the requirements set out in the Invitation for Bids will be final and binding on us, and that we will not raise any objection should the Employer decide to reject our Bid for the grounds that we do not satisfactorily meet the minimum qualifying criteria.

This Bid and your written acceptance shall be the basis for Contract. We understand that you are not bound to accept the lowest or any bid you receive or assign any reason thereof for the rejection.

We agree to keep this bid open for acceptance for a period of 90 days from the date of opening thereof and also agree not to make any modification in the terms and conditions on our own accord. We further agree to sign Contract to abide by the Conditions of Contract and carry out all works according to specific clauses.

We accept that in case of dispute the same will be settled amicably with the Employer.

Yours faithfully

Signature _____

in the capacity of _____ duly authorized to sign bids for and on behalf of ____ -
_____ on this day of _____ 2024.

Bidders Name & Address: _____

Bidder's Signature:

(Seal)

Appendix VII

FORM OF PRICE PROPOSAL

(On Bidder's Letterhead to be uploaded separately as Price Bid Document)

E-TENDER NO. : SE/DF/SMK&MLG/2024-26/T-05

TENDER - APPOINTMENT OF THIRD PARTY INDEPENDENT AUDITOR FOR SMK & MALEGAON DISTRIBUTION FRANCHISE FOR THE FINANCIAL YEAR 2025-26 AND 2025-26.

To: Maharashtra State Electricity Distribution Company Ltd.

Represented by the:

Superintending Engineer (DF)

Maharashtra State Electricity Distribution Co. Ltd.

Prakashgad, 4th Floor, Prof. Anant Kanekar Marg, Bandra (East)

Mumbai 400 051, India

Sir,

We have examined the Bid documents and the matters set out therein. We have understood and checked these documents and have not found any errors in them. We accordingly offer to execute and complete and guarantee the said Contract and remedy any defects, fit for its purpose in conformity with these documents and the enclosed proposal. The price quoted by us is lump sum fee excluding taxes if any for the entire service on a 'single responsibility' basis as per the entire scope of work such that the total bid price covers all obligations mentioned therein in accordance with the requirements of the bid documents.

If our Bid is accepted, we will provide the specified Security Deposit, commence the Works immediately after receipt of Letter of Award, and complete the services as per the requirements of Employer.

Unless and until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Yours faithfully

Signature _____

in the capacity _____ duly authorized to sign bids for and on behalf of
_____ on this day of _____ 2024.

Bidders Name & Address:

Signature of Bidder:

(seal)

PRICE BID

ANNEXURE B-I**For SHIL, MUMBRA & KALWA
Distribution Franchisee**

Audit Type/ Scope of work	Amount in Rs. (in numbers & words)
Item indicated under clause 4.1 to 4.12	For FY 2024-25
	For FY 2025-26
Lump sum Amount for out of Pocket Expenses in Rs. For both FY audit	
Total amount	

Remark: The Audit firm should quote the Audit Fees in Rupees excluding GST.

ANNEXURE B-II**For MALEGAON Distribution Franchisee**

Audit Type/ Scope of work	Amount in Rs. (in numbers & words)
Item indicated under clause 4.1 to 4.12	For FY 2024-25
	For FY 2025-26
Lump sum Amount for out of Pocket Expenses in Rs.	
Total amount	

Remark: The Audit firm should quote the Audit Fees in Rupees excluding GST.

LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	40401502 Other Audit Fee	ADM 015	Ls	998221	2		null

Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Annexure B I & B II	Price Section	40401502 Other Audit Fee	Price bid & price proposal
2	Bid for technical proposal	Technical Section	40401502 Other Audit Fee	Schedule & Appendices as per section 3
3	Annexure-A	Commercial Section		Documents as per annexure-A