

**STEM WATER DISTRIBUTION AND
INFRASTRUCTURE CO.PVT.LTD.**



**FOR
Expression of Interest for Internal Auditor of STEM.
E- EOI Notice No. 22 For 2024-25**

Managing Director

**STEM WATER DISTRIBUTION AND INFRASTRUCTURE CO. PVT. LTD., THANE
Vardan Commercial Complex, 9th Floor, MIDC, Road No. 16, Wagale Industrial Estate, Thane (W) -400 604**

**STEM WATER DISTRIBUTION & INFRASTRUCTURE
CO. PVT. LTD., THANE**

Name of Work: Expression of Interest for Internal Auditor of STEM.

SHORT DESCRIPTION OF E- EOI Notice No.22 For 2024-25

1.	Earnest Money Deposit		Rs. 5,000/- (Online Only)
2.	Cost of Tender Form papers		Rs. 590/- (Including GST) (Rs. Five Hundred Ninety Only) (Online Only)
3.	Type of Tender& Period	:	Bid (EOI), 36 Months Extendable.
4.	Period of Issue of Blank Tender Form	:	Dt.19/11/2024 to 27/11/2024 upto 12.00 Hrs.
5.	Date and Time of Submission	:	Date:27/11/2024 upto 12.00 Hrs.
6.	Place of Submission	:	On Website: https://mahatenders.gov.in
7.	Date and Place of Opening of Tender	:	Date: 29/11/2024 at 12.00 hrs. (If possible) in the office of the Managing Director, STEM Water Distribution and Infrastructure Co. Pvt. Ltd., Thane. Vardan Commercial Complex, 9th Floor, MIDC, Road No. 16, Wagale Industrial Estate, Thane (W)

Firm

**Managing Director
STEM Water Dist. & Infra Co. Pvt. Ltd.
Thane**

STEM WATER DISTRIBUTION & INFRASTRUCTURE CO.PVT. LTD., THANE

Name of Work : Expression of Interest Internal Auditor of STEM.

DETAILED E- EOI 22 FOR 2024-25.

STEM Water Distribution & Infrastructure Co. Pvt. Ltd., Thane invites E – Expression of Interest for the work of to appoint reputed Chartered Accountant’s firm for Internal audit assignment to keep effective internal control in the organization, Expert opinion & consulting / AND (as Internal Auditor) providing qualified manpower for internal audit on out sourcing basis & Responsibility/ appointment as an Internal Auditor of the company.

Sr.No.	Name of Work	Earnest Money Deposit (In Rs.)	Cost of EOI (in Rs)	Period of completion
1	Expression of Interest for Internal Auditor of STEM.	Rs. 5,000/-	Rs.590/- including GST @18%	36 (Thirty Six) Months (Extendable on performance)

- 1) **Security Deposit :** Security Deposit will be deposit 2% of offer Cost in the form of F.D.R. / D.D. in the name of Managing Director, STEM Water Distribution & Infrastructure Co. Pvt. Ltd., Thane from any Nationalized/ Scheduled Bank for minimum period of One year before the issue of Work Order.
- 2) **Stamp Duty :** As per Article 63 of Schedule I of Maharashtra Stamp Act

(a)	Where the amount or value set forth in such contract does not exceed rupees Five lakh.	Five hundred rupees.
(b)	Where it exceeds Rupees five lakh	Five hundred Rupees plus 0.3 percent. of the amount above Rupees five lakh subject to maximum of Rupees twenty-five lakhs.

The Stamp Duty payable on this Works Contract is calculated as per the amendment made in Article 63 of Schedule I of Maharashtra Stamp Act, as amended by Government of Maharashtra vide an Ordinance published in Government Gazette dated 14.10.2024. If any amendment is made as regards Stamp Duty payable on the Works Contract and if the same is applicable to present Contract, the Contractor do hereby give his/its free consent to pay the same in future.

The contractor whose offer is accepted will be called for execution of the agreement and shall only be liable to pay the stamp duty applicable there on.

3) Minimum Eligibility criteria

- a. Firms need to submit Experience certificate for the below experience, signed by the authority not below the rank of General Manager. (Work order will not be considered as Experience certificate.)

Overall 5 (Five) year experience & Minimum 3 (Three) continuous years of experience in Govt. Company / Semi Govt. Company/ Deemed Govt. Company as Statutory auditor or Internal auditor

AND

Minimum 3 (Three) continuous years of experience of Internal audit/statutory audit in the company where financials are prepared as per IFRS & IND-AS.

- b. Firm must have GST registration. (Latest GST registration certificate is required).
- c. The Firm should have minimum Five partners out of which 1 should have association with the firm for more than 10 years. (Latest ICAI Firm Card of the Firm to be submitted).
- d. Affidavit & Undertaking as per Format Attached
- e. Firm must be C & AG empaneled under major audit category
- f. The average turnover of the firm should be more than 250 Lacs for last three financial years (2021-22, 2022-23, 2023-24). (Last 3 years CA certified financials statement to be submitted). The turnover for each of these financial years should not be less than ₹150 lakhs. Certified financial statements from a Chartered Accountant for the last three years must be submitted as proof of compliance.
- g. The firm should have a staff strength minimum of 30 employees, as substantiated by the 2024-25 Multipurpose Empanelment Form submitted to ICAI
- h. Net worth of the applicant firm as per latest audited financial (2023-24) should be more than 50 lacs
- i. None of the partners of the applicant firm should have any association or connection with other service providers of STEM Water Dist. & Infra Co. Pvt. Ltd.
- j. **Selection Process:**
 - a. CA Firms securing 80 marks & above for Technical Bid would be only considered for empanelment.
 - b. This empanelment will be for three year from the date of empanelment and can be extended after approval from authority up to another one year or up to the next empanelment exercise whichever is earlier.

Evaluation of Empanelment with marks (Full marks:100) shall be done as per the following parameters.

Sr. No.	Particulars	Max Marks	Criteria	Marks
1.	The Firm should have been registered for a period of at least 5 years from the date of incorporation to 31.03.2024	10	Upto 5 Years	5
			Above 5 to 10 Years	7
			Above 10 Years	10
2.	Experience in Govt. / Semi Govt. / Deemed Govt. Companies as Statutory auditor or Internal auditor.	20	Upto 5 Years	10
			Above 5 Years	20
3.	Experience of Internal audit/statutory audit in the company where financials are prepared as per IFRS & IND-AS	10	Upto 3 Years	5
			Above 3 Years	10
4.	No. of FCA Partners in the Firm	10	Upto 5 Partners	5
			More than 5 partners	10
5.	No. of Partners having continuous association with the firm for more than 10 years	10	Upto 1 Partners	5
			More than 1 partners	10
6.	Average Turnover of the Firm for the last three financial years (2021-22, 2022-23, 2023-24)	10	Upto 250 Lacs	5
			Above 250 Lacs & Upto 300 Lacs	7
			Above 300 Lacs	10
7.	Net worth of the firm as per latest audited financial (2023-24) should be more than 50 lacs	10	Up to 50 lacs	5
			Above 50 Lacs	10
8.	Registered office location	10	Other than MMR Region	5
			In MMR Region	10
9.	Staff strength of the firm	10	Upto 30	5
			Above 30	10
Total		100	--	--

5) Validity of the Offer:

60 (sixty) days from the date of opening of the EOI.

6) Manner of Submission of EOI and its Accompaniments:

EOI shall be submitted in two separate sealed Envelopes. The EOI shall submit the EOI and documents in two sealed envelopes as below:

a) Envelope No. 1:

The First Envelope clearly marked as Envelope No.1 and name of work shall contain following documents.

Documents as per Eligibility Criteria mentioned at sr. no. 4 of Detailed Tender Notice.

The Chartered Accountant's firm must:

- a) Experience Certificates duly signed by general manager or equivalent authority.
- b) Proof that Firm's Office is situated in Thane / Mumbai / Navi Mumbai/.
- c) Firm's GST registration & PAN
- d) Details of firm's registration for at least 5 years.
- e) Details of partners that firm has minimum 5 partners out of which at least 1 FCA Partner for last 10 year
- f) Affidavit & Undertaking & **Appendix 1 to 7** as per Format Attached.
- g) CA certified proof for turnover of minimum 150 lacs p.a. for last 3 years.
- h) C& AG empanelment proof

All above documents shall be enclosed in the Envelope No.1, if any, of the above documents are not found in Envelope No.1, Envelope No. 2 will not be opened.

b) Envelope No. 2 :

The second Envelope Clearly marked as Envelope No.2 with name of work shall contain only main EOI including unconditional covering letter.

The EOI should quote his offer on printed E-EOI Offer (Annexure –II) forms of the EOI in word and figure at the appropriated place of EOI documents to be submitted and upload in only Envelope No. 2. He should not quote this offer anywhere directly or indirectly in Envelope No.1. The agency shall quote for the work as per details given in the main EOI. Offer shall be unconditional.

All the documents mentioned in shall be submitted online on website <https://mahatenders.gov.in> Details and process of online submission of the tender and relevant documents are given in the website mentioned above. The Bidders shall submit all the documents mentioned above in hard copy also. (within 72 hrs. after Submission of Bid)

Submission of Hard Copy

Submission of hard copy is a requirement based on CVC guidelines & hence cannot be done away with. However, hard copies shall be opened only if there are problems in opening / downloading of tender offers. If the contractor inadvertently or otherwise does not submit hard copy, then it shall not constitute a bar to open his e- offer. His online tender shall be opened by the tender opening authority and shall be processed. If the contractor's offer is lowest than it shall be accepted and his downloaded tender shall be treated as hard copy. The bidder shall prepare two copies of the bid, marking them 'Original' and 'Copy' respectively.

c) Submission of EOI :

The service provider / Firms has to submit the EOI online only on <https://mahatenders.gov.in>

- 7) Opening of EOI:** The EOIs will be opened on the date specified in the EOI i.e. on **Dt. 29/11/2024 at 12.00 hrs.** (if possible) in the presence of the intending bidders or their authorized representative to whom they may choose to remain present.

Following procedure will be adopted for opening of the EOI.

Envelope No. 1

First of all Envelope No.1 of the EOI will be opened to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the STEM Water Distribution & Infrastructure Co. Pvt. Ltd., Thane, a note will be recorded accordingly by the EOI opening authority and the said EOI 's Envelope No.2 will not be considered for further action but the same will be rejected.

Envelope No.2

After opening of Envelope No.1 if contents of Envelope No.1 are found to be acceptable to the STEM Water Distribution & Infrastructure Co. Pvt. Ltd., Thane then only Envelope No.2 shall be opened.

8) Right Reserved:

- 1) Conditional E-EOI will be rejected.
- 2) Right to reject any or all EOI without assigning any reason thereof is reserved by the Competent Authority whose decision will be final and binding all service providers.

Firm

**Managing Director
STEM Water Dist. & Infra Co. Pvt. Ltd.
Thane**

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1. INTRODUCTION

1.1. BACKGROUND

The ‘Stem Water Distribution and Infrastructure Company Private Limited’ (hereinafter referred to as the ‘Company’) was formed on December 10, 2010 having its registered office at 9th Floor, Vardan Building, MIDC, Road No. 16, Wagle Industrial Estate, Thane (W).

Main objects of the company are as under:

To distribute/sell water to the areas of Bhiwandi-Nizampur City Municipal Corporation, Mira-Bhayander Municipal Corporation, Thane Municipal Corporation and the Zilla Parishad, Thane for various household and commercial users.

1.2. Objective for conducting assignment

The company proposes to appoint firm for day to day Internal Audit assignment to keep effective internal control in the organization, Expert opinion & consulting, providing qualified manpower for audit on out sourcing basis & Responsibility/ appointment as a Internal Auditor of the company.

2. SCOPE OF WORK

The scope of work will be the Pre - transactional verification of the basic documents, which routed through Internal Audit of all cycle including revenue, expenses etc. The detailed scope is mentioned in **Annexure I**.

2.1 Deliverables of the engagement

Auditor will deliver Audit& Opinion reports as below:

1. Legal Compliances discrepancy / submission of remarks observations for orders
2. Deviations from the Delegation of Authority / Authority Matrix
3. Pre audit of all the revenue and expenditure invoices before issue/ payment.
4. Submission of internal audit report on monthly, quarterly & annual financial statements of the Company.
5. Attendance as an Internal Auditor in the all related committee meetings/ BoD meetings & Work as company Internal Auditor.

2.2 Qualified professionals to be deployed for the job

The day to day work should be given to the experienced & qualified staff so as to manage the transactional volume of the company. Internal Audit should be carried out in accordance with the Auditing and Assurance standards prescribed by the Institute of Chartered Accountants of India and will includes such tests and controls, as the auditor consider necessary under the circumstances & with reference to companies standing orders, Presently MPW Manual / MPW Code, Public Works Accounts, Audit & Procedure, State Govt., orders State Govt. Circulars, M.C.S.R's service conditions rules, STEM's resolutions, circulars etc. OR time to time rules and regulations adopted by STEM.

ANNEXURE I

Scope of Work for the Internal Audit assignment:

I. Revenue Cycle Internal Audit:

1. Adherence to 'Revenue Recognition Policy' of the company
2. Audit of raising invoices to the client, water bills etc.
3. Audit of booking of revenue against Budget / Approvals against Budget Provisions/Excess etc.
4. Audit of all income & expenditure (Capital, O & M & Revenue).
5. Audit & Express professional opinion-whether financial statements gives true & fair position of the company or otherwise and day to day work of company, procedure adopted etc.

II. Expenditure Cycle Internal Audit

A. Revenue Expenses:

a. Operational Expenses & Administration Expenses & capital expenses.

1. Audit & opinion, procedure & process for :
 - a. Audit of all Techno-commercial Bid document / Eligibility criteria/EOIs /Bids received & comparative statements.
 - b. Audit of Draft EOI Papers, EOI Notices, procurement system, pre-qualifications etc. including estimates of EOIs to be called for.
 - c. Audit of Tender Document, EOIs, Offers, Eligibility Bid evaluations, procurement offers, Scrap proposals.(Right from Press Notice to work orders).
 - d. Audit of financial proposals / Items of BOD & AGM.
 - e. Audit & Checking of running account bills, (O &M, Capital, Revenue exp.) and observations on the same.
 - f. Audit & Checking of final bills, (O &M, Capital, Revenue exp.) and observations on the same.
 - g. Helping for Compliance with respect to the statutory dues and Parawise comments/compliances to the remarks of Statutory Auditor etc. to accounting firm / STEM Staff.
 - h. Audit of budget & Estimate of the funds is utilized for the purposes for which they were provided etc.
 - i. Audit of Investments & procedure there off.

2. Audit and after satisfactory compliances validation of bill passing expenditure to be booked against the Budget. (All bills). During the course of assignment financial limit of expenditure bills to be scrutinized by internal audit will be decided by Account officer/CFO/ Managing Director OR of a post audit in certain special circumstances/cases.

b. Payroll and Staff Cost:

3. Audit of Payrolls & Audit of all establishment bills.
4. Audit of the statutory dues of staff.
5. Checking the staff expenses, recoveries, remittances (EPF/ESIC, LIC, Leave bill, COP's, TA Bill, Income Tax etc.)

c. Finance Expenses:

6. Help for Compliance with respect to the statutory dues & observations of Statutory Auditors to Accounting Firm & STEM Staff.
7. Audit of Bank Reconciliation with checking of Cash Book, Trial Balance, Profit & loss A/c. & Balance Sheet & financial Statements as and when required.

d. Non-cash Expenditure:

9. Audit of the working for Depreciation charge, preliminary expenses and other expenses, if any and other work which directed by Chairman of BOD / MD.
10. Audit of Draft Budget, Budget proposal to be submitted to Board of Directors / G.C. and Other proposals which are to be put before BOD / G.C., with co-ordination with Accounts Officer and Company Secretary.

f. Duties & responsibilities of Internal Audit service provider to STEM.

11. Nature of work/ Job description/Responsibility is as narrated below;
 - 1) Audit & opinion on accounting entries of accrual based double entry accounts of Bank & Cash Book, receipts & payments, interest on Investments/ Loans, sale of water bills, work-contract's bills, Running accounts bills / final bill-arithmetical correctness of recorded measurements & payment, store-purchases bills, Proposals of excess quantities, Extra Item Rate List, Proposals & market rates, rate analysis, price variation & other claims, extension of time limit proposals. (OMR, Capital, Revenue, Supply etc.)
 - 2) Audit & opinion and guidance on annual accounts on IFRS & IND-AS implementation (If applicable), Bank Accounts, Fixed Deposit Receipts and interest earned & TDS certificates there on & Audit of all Taxes, returns including GST, (Goods & Service Tax).
 - 3) Audit & opinion on Monthly Accounts, Trial balances, P & L Accounts, Balance sheet and other financial statements with certification of compliance as per IFRS (If applicable), correctness, true & fairness with reference to IND AS, IFRS calculations of Net worth etc.

- 4) Audit & opinion & guidance, timely observance of requisite monthly, quarterly annual returns in accordance with IFRS (If applicable), company Act with ROC, Income tax, GST (Goods & Service Tax), Profession Tax, Labour Cess, & other State/ Central Govt. Depts Payments.
- 5) Audit of Tax computation, monthly statutory payments/ remittances, TDS & Form-16 and all financial work relating to Income tax, Goods & Service Tax, any other Taxes, Cess, Levy etc., professional tax, insurance, Labour Cess under Welfare Cess Act 1996 including Audit & opinion on timely remittances & returns, e-returns, statutory returns etc.
- 6) Audit & opinion for tax planning, Investments, Depreciation, transfer of Assets to company, reserve & surplus with reference to Income Tax Act, Company Act etc.
- 7) Help in time to time Draft compliances (para wise comments) to the remarks-observations of Company Auditor, Statutory Auditor, ROC –ensuring audit & other compliances to company & Accounting Firm.
- 8) Audit & opinion on establishment bills including monthly pay bills, Travelling allowance bills, LTC bills, Leave Accounts, Leave period bills, leave salary & pension contribution bills, overtime bills, pension cases, compensation proposals & bills, gratuity etc.
- 9) Audit & opinion on all monthly bills like, energy bills, Raw water, etc.
- 10) Audit & opinion on proposals of Administrative & financial proposals, estimates, market rate analysis, etc.
- 11) Audit & opinion on Deposits Accounts, Full Deposits works accounts, Material at site accounts, scrap accounts, stock accounts & register thereof. Security Deposit (F.D. & B.G.) & register, Fixed deposit receipt register etc.
- 12) This empanelment will be for three year from the date of empanelment and can be extended after approval from authority up to another one year or up to the next empanelment exercise whichever is earlier. Service provider should express willingness for the extension, in writing well in advance. The agreement is terminable by giving 3 (Three) months' notice from either side without any claim in special circumstances. M.D.'s is the final Authority in this regard.
- 13) Payment term/offer shall be per month basis plus applicable Goods & Service Tax (Annexure II). Decision of Accounts Officer / Chief Financial Officer / Managing Director on this regard will be final and binding on service provider.
- 14) Internal Audit service provider shall have to depute one Audit Supervisor who is qualified Chartered Accountant & two Audit Assistants who should be minimum B.com at stem's head office, Thane. All shall permanently station at company office & observe the administrative rules of office. Day-to-day Audit, opinion shall be submitted dully signed by authorized PoA holder through Accounts Officer / Chief Financial Officer to Managing Director of STEM Company. Audit supervisor should be C.A. (final examination Passed) and having minimum 3 year experience of audit & finalization of commercial accounts. Audit assistants should be minimum Commerce Graduate with knowledge & 2 year of experience of accrual based double entry accounting in tally and Marathi & English typing. The Audit supervisor preferably be having experience of audit in government organization. Also, all the opinions submitted by the audit supervisor will be assumed

to be reviewed by the partner of the firm on period basis. (Decision of Accounts Officer / Chief Financial Officer / Managing Director for this service will be final and binding on service provider firm.) The service provider shall himself be responsible for supervise the day to day Internal Audit work OR necessary arrangement for the same, through PoA holder for day to day works. If services of the staff provided are not satisfactory, M.D. on recommendations of AO/CFO can terminate the contract/ ask to replace the deputed staff by giving One Month notice to the service provider firm.

- 15) The Internal Audit Service provider has to carry out Audit of records, bill or proposals on the basis of documents provided by STEM. The analysis, Observation, remarks, objections and verification of documents to be carried out by Internal Auditor are to be submitted to managing director through Accounts Officer / Chief Financial Officer for further actions/decisions to be taken by Company. All audit findings will be recorded in the working papers (in duplicate). Audit Service provider has to comment or audit only on the proposals which are routed through internal audit service provider (i.e. Audit will not responsible for the proposals/ papers which are not routed through internal audit). In course of the audit if the Internal Audit Staff requires clarification, they will first discuss with the Departmental officers, if Auditor's are not satisfied they will issue an Audit Memo in duplicate to the Department/Branch/Unit head. In such cases both the suggestions and the observations and the compliances of concerned Department/Branch/Unit are to be recorded and brought to the knowledge of higher authority to arrive at a decision with audits comments on it (on Compliances).

Internal Audit will take up with Head of units for the replied/un replied items of the reports as a follow-up action has been taken by STEM. If some follow-up action has been taken, though not on the lines suggested, Internal Audit will examine the adequacy/necessity thereof. In that case Internal Audit service Provider shall not be responsible whereas concerned officials/management will be solely responsible for any infallibility or loss of revenue and functional inefficiency for non-cognizance of observations of internal Per/Post audit.

- 16) Internal Audit service provider will submit Monthly report / work done of audit /Serious observations to Accounts Officer / Chief Financial Officer/Managing Director& to Hon. Chairman BOD for further action, under intimation. Day to day report & administrative control on staff of Internal Audit shall be under Accounts Officer / Chief Financial Officer/ Managing Director in co-ordination with service provider.
- 17) Internal Audit service provider shall employ in and about the execution of day-to-day Internal Audit work only such persons as are qualified, skilled and are experienced on their trade and the company shall be at liberty to object to and require the service provider to remove from the work any person, employed by the service provider in or about the execution of the works, who in the opinion of the company misconducts himself or is in competent or negligent in the proper performance of his duties, corrupt & fraudulent practice and such person shall not be again employed. As the assignment is for the work of day to day Internal Audit of all accounting & financial transactions of company there shall not be unreasonable delay or slow work in Audit& opinion. Further the service provider should ensure the strict confidentiality as regards the company information. Required computer, printer, net connection and stationery for work with proper seating arrangement will be provided by STEM.
- 18) Firm should ensure that at least 1 employee should be present for any working day of the assignment. For leave of any staff beyond 1 day per month, Rs.500/- per day will be deducted from the firm's bill. No absence for more than 1 day in a month is allowed without replacement.

- 19) Internal Audit Service Provider has to pay 2% of offer cost as Security Deposit. If contract is terminated for bad performance or any other reason same will be liable for forfeiture.
- 20) Right to reject any or all offers without assigning any reason there of is reserved by the company.

**Accounts Officer / Chief Financial Officer
STEM Water Distri. & Infra. Co. Pvt. Ltd
Thane.**

**Managing Director
STEM Water Distri. & Infra. Co. Pvt. Ltd
Thane.**

**Accepted
(Firm)**

GENERAL TERMS & CONDITIONS

1) THE TENDER MUST BE UNCONDITIONAL.

2) Liquidated Damages:-

The Agency shall be liable to pay the Liquidated Damages (L.D.) to the extent of 10% of the cost of the work offered by the Agency. The Liquidated Damages shall be imposed on the Agency by the Accounts Officer/Chief Accounts Officer, after approval of managing director, STEM on account of non performance or unsatisfactory performance by the Agency to execute the said project and non compliance of the instruction issued to the Agency. Before imposition of the liquidated Damages the agency will be served 10 days show cause notice to that effect and may be given chance of hearing in front of the Accounts Officer/Chief Accounts Officer /Managing director. The decision of the Managing director on report of Accounting officer/ Chief Financial Officer regarding imposing the LD. shall be final and binding on the agency.

3) Termination of the Contract

Termination of the contract in the Event of Agency' Default

- a) The Managing Director STEM shall be entitled to terminate the contract of this work. The procedure for such termination shall be as follows:
 - i. A show cause notice stating probable reasons for such termination and calling explanation from the agency in writing as to why the contract of this work shall not be terminated at the risk and to the cost of the agency, within a period of ten days shall be issued by the Accounts Officer/Chief Accounts Officer of STEM on final instructions of Managing director.
 - ii. The agency may reply the said show cause notice within stipulated period.
 - iii. The Accounts Officer/Chief Accounts Officer may call any further clarification if so required.
 - iv. On receipt of the reply or non receipt of the reply within stipulated period of said show cause notice, the Accounts Officer/Chief Accounts Officer STEM will submit the report to the Managing Director, STEM.
 - v. On receipt of the report as per para iv above, the Managing Director STEM may give hearing to the agency as an opportunity to put up their case.
 - vi. The Managing Director can take the decision as deem fit regarding termination of the contract of the work, which shall be final and binding on the agency. The decision shall be communicated to the agency in writing.

- b) The STEM on such notice shall have powers to
 - i) Take possession of the work done so far by the agency.

 - ii) Undertake an assessment of the works and other aspects of the project to ascertain the amount of work completed by the Agency and assess the Compensation payable by the Agency to the STEM. A Panel comprising of the Accounts Officer/Chief Accounts Officer, Executive Engineer (P), and Chief Auditor as appointed by the Managing Director, STEM would undertake the assessment of the said compensation.

 - iii) Carry out the remaining incomplete work by deploying another suitable agency at the

discretion of the Managing Director, STEM and at the risk and cost of the Agency.

- c) The security deposit kept by the Agency shall be forfeited by the STEM without prejudice to the STEM's right to recover from the Agency any amount that may be dues and damages from the agency.
- d) The Agency shall have no claim of compensation to any loss sustained to him by reason of his having purchased or procured any material or entered into any commitments or made any advance on account of or with a view to the execution of the project or the performance of the contract and the Agency shall not be entitled to recover or be paid any sum for any work actually performed under the contract.
- e) The STEM shall determine the extent of amount, if any, is payable to the Agency for the value of the work executed by him up to the time of cancellation. This valuation shall be based on the Schedule of Payment mutually agreed at the time of Agreement.
- f) In the event of Agency failing to discharge his liability, the Managing Director, STEM has the right to initiate appropriate legal proceedings to recover such dues and damages.

4) Settlement of Disputes:

- a) If any dispute or difference or claims of any kind arises between the STEM and the Agency in connection with, construction, interpretation or application of any terms and conditions or any matters or thing in any way connected with or in connection with or arising out of this contract, or the rights, duties or liabilities of any party under this contract, whether before or after the termination of this agreement, then the parties shall meet together promptly, at the request of other party, in an effort to resolve such dispute, difference or claim by discussion between them. No third party intervention other than that of the court of law is allowed.
- b) No Arbitration Jurisdiction to settle the dispute:

There is no intention of referring dispute (if any) to the Arbitration. Any dispute arise out of the contract of the said work shall be referred to the Court of Law only. It is made specific here that in no case the matter shall be referred to any Arbitration or conciliation or any other form of ADR. The dispute (if any), shall be subjected to Thane Jurisdiction only.

- 5) The Managing Director reserves the right to appoint any other suitable independent person or persons or agency to verify, ascertain and evaluate the work done by the agency to which the work is allotted.

6) Refund of Security Deposit

In any case in which under any clause or clauses of this contract the Agency shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) or in the case of abandonment of the work owing to serious illness or death of the Agency or any other clause, the Chief Accounts Officer /Accounts officer/ Managing Director on behalf of STEM shall have power to take decision on forfeiture of security deposit.

7) Stem documents

Documents in any form whatsoever and or copies thereof, if any provided by the STEM to the Agency, shall always remain the property of the STEM. Such documents and/or copies shall not be used by the Agency for the purposes other than for the project. Such documents and/or copies shall, unless otherwise agreed upon by the STEM, be returned by the Agency to the STEM on the transfer date.

8) Agency documents

Documents in any form whatsoever and/or copies thereof procured by the Agency, or which are developed (and owned by the Agency) for operation and/or maintenance of the project/the project facilities and services shall be handed over by the Agency to the STEM free of cost on the transfer date.

9) Confidentiality

All confidential information and documents (whether financial, technical or otherwise) provided by either party to the other shall not, unless compelled by law or the process of a government authority, be disclosed to any person without the consent of the party.

10) Language:

All notices, certificates, correspondence or other communications under or in connection with this Contract Document, the project and all works shall be in English, Marathi.

11) Escalation in offer cost:

No compensation, in any form, shall be granted on account of cost escalation in any item or addition in taxation or imposition of new tax etc.

12) Waiver

No waiver of any term or condition or the breach thereof by any party shall be valid unless expressed in writing and mutually decided among both the parties.

13) Amendments, modifications etc.

No amendments, modifications or alterations of or any additions to the terms and conditions of this agreement shall be valid unless the same be in writing and agreed to by the parties.

FINANCIAL OFFER TERMS & CONDITIONS

1) Rate & Amount in the Financial Offer be filled online by the Agency.

2) The agency should quote the rate per month (applicable for the period of 3 years). The Managing Director, STEM reserves the right to reject this portion if the rates quoted for the given work found unreasonable and assume no obligation in that regard.

3) Rates quoted hold good for work under all conditions. Rates shall not be subject to any condition.

Condition offer is liable for rejection.

- 4) The final agreement notes, conditions, specifications, attached separately, will also form a part of agreement.
- 5) The rates quoted should be inclusive of all duties, Royalties, copyright charges and taxes viz Income Tax., Turnover, works contract tax, traveling expenses, lodging, Boarding etc. payable by Agency. STEM, Thane, will not pay variation in taxes or imposition of new taxes & duties during the course of execution.
- 6) The Hon'ble Managing Director, Stem Thane reserves the right to accept or reject any or all the offers without giving any reasons thereof

Account officer/ Chief Financial Officer
STEM Water Distri. & Infra. Co. Pvt. Ltd
Thane.

Managing Director
STEM Water Distri. & Infra. Co. Pvt. Ltd
Thane.

Accepted
(Accounting Service Provider)

ANNEXURE - II
Offer

Ref: Sr. No.14 : Duties & responsibility and Rate

Sr. No	Description /Responsibility	Rate Per Month (In words and figures)
1	Carrying out Day to day internal pre audit work / audit work with responsibility by and providing One qualified CA Audit Supervisor (Full month & full time), two Audit Assistant (Full month & full time), for day to day Internal Audit work with Audit Management, supervision AND full back office support with responsibility of day to day Internal audit job / duties / Expert in MPW manual and MPW Code, responsibility narrated in NIT & Duties & Responsibility of Internal Auditor of the company.	

NOTE: 1. Plus applicable Goods & Service Tax.

2. Bills will be payable monthly.

For _____

Firm

To be filled by Stem Company,

Accepted for Rs. _____ Rs. _____

_____ only) plus applicable Goods & Service Tax Per month.

Managing Director
Stem Water Distri. & Infra. Co. Pvt. Ltd.
Thane

Other Important Clarifications

Internal Audit Service Provider हे स्टेम कंपनीने जो अभिलेख Internal Audit साठी उपलब्ध करून दिला आहे किंवा जो अभिलेख/प्रस्ताव, देयके Internal Audit साठी Audit कडे कंपनीने पाठविली /उपलब्ध केली आहेत. त्याबाबत व त्या उपलब्ध कागदपत्राचे आधारेच शेर, अभिप्राय अनुपालनासाठी किंवा योग्य त्या आदेशासाठी/निर्णयासाठी सादर करेल. Internal Audit Service Provider यांना आवश्यकता वाटल्यास त्या अनुषंगाने आवश्यक अधिक संलग्न माहिती /अभिलेख संबंधितशाखा /कर्मचारी /अधिकारी यांचे कडे लेखी मागणी करेल. संबंधितांनी विहित मुदतीत उपलब्ध करून न दिल्यास त्या अधीन तसे नमुद करून अभिप्राय Internal Audit Service Provider यांचेकडून लेखी तपासणी करताना नमुद करण्यांत येतील. अंतर्गत लेखापरिक्षणास प्रस्तावाचे गार्भिय, त्यामधील वित्तीय जबाबदारी प्रमाणे तपासणीसाठी व अभिप्रायासाठी लागणारा पुरेसा कालावधी, वेळ दिला जाईल. लेखापरिक्षण संस्थेस तपासणी / अभिप्रायासाठी अवाजवी विलंब करता येणारा नाही. कालमर्यादेचे प्रदाने, प्रस्ताव त्वरीत तपासणी करून द्यावी लागतील. लेखापरिक्षण कर्मचारी अनुपस्थित असल्यास पर्यायी व्यवस्थेने तपासणी करावी लागेल. लेखापरिक्षणास त्यांनी व्यक्त केलेले मत व त्याविरुद्ध घेण्यांत आलेले निर्णय अभिलेखावर ठेवणेची अनुज्ञेयता राहिल. दैनंदिन मंजुरी व प्रदानपूर्व अंतर्गत लेखा परिक्षण हे १००% तपासणी पात्र नसल्याने, लेखापक्षिक मुळ कामकाज करणारे खाते / विभाग नसल्याने प्रस्तावातील अचुकता व नियम पाळणे तसेच त्या संबंधाने कंपनीचे नुकसान न होण्याची मुळ जबाबदारी व खबरदारी प्रस्ताव-देयके मुळतः करण्याच्या व शिफारस करणाऱ्या कंपनीचे कर्मचारी /अधिकारी यांची राहिल. अत्यंत अपवादात्मक प्रकरणी Internal Audit शक्य झाले नाही तर Post Audit करावे लागेल पण त्यांची वारंवारता अल्प राहिल. मंजुरी व प्रदान पूर्व लेखापरिक्षण तपासणी करून अभिप्राया व्दारे निदर्शनास आणून अनुपालनासाठी विनंती करेल. योग्यतो सल्ला, अभिप्राय व तपासणी संबंधाने संबंधितांना विनंतीने बोलावून चर्चेद्वारे माहिती घेण्याची अनुज्ञेयता लेखापरिक्षण संस्थेस राहिल. दैनंदिन कामकाजा संबंधाने मंजुरी पूर्व प्रदान पूर्व लेखापरिक्षण कर्मचाऱ्यांनी लेखाधिकाऱ्यांचे प्रशासकीय नियंत्रणात (उपस्थिती) कामकाज करावयाचे आहे. अनुपालना नंतरही लेखापरिक्षणास (Internal Audit ला) अनुपालन (Compliances) मान्य नसलेल्या प्रकरणी व्यवस्थापकीय संचालक यांचे लेखीनिर्णय / आदेश अंतिम राहतील. अपवादात्मक गंभीर अनियमितते बाबत लेखापरिक्षक (Internal Auditor) थेट अध्यक्ष, संचालक मंडळ, यांचे निदर्शनास बाब आणू शकतील. वारंवार जर लेखापरिक्षणाचे अभिप्राय, सल्ला डावलून अथवा दुर्लक्षित करून अथवा अनुपालन न करता विसंगतपणे निर्णय होत असल्यास तसे निदर्शनास आणून ३ महिन्यांची पूर्व नोटीस देवून करार नामासंपुष्टात आणणेची अनुज्ञेयता Internal Audit Service Provider यांना राहिल. संस्थेस कंपनीचे अंतर्गत लेखापरिक्षक म्हणून सर्व कर्तव्य व जबाबदाऱ्या पार पाडाव्या लागतील. त्याप्रमाणे आवश्यक समिती बैठकी, संचालक मंडळ बैठकांना उपस्थित राहावे लागेल. व आवश्यक त्याबाबी प्रमाणीत कराव्या लागतील. उक्त सर्व प्रकरणी व्यवस्थापकीय संचालक यांचा निर्णय अंतिम राहिल.

Firm

Managing Director
Stem Water Distri. & Infrastructure Co. Pvt. Ltd.
Thane

Appendix 1**AFFIDAVIT**

(Letter head of the Agency)

Name of Work: Expression of Interest for Internal Auditor of STEM.

1. I, the undersigned, do hereby certify that all the statements (document & certificate attached) made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s. _____ have abandoned any work/ nor any contract awarded to us for such works have been rescinded, during last five year prior to the date of the bid. (In STEM or in Government/ Semi Government organisations).
3. The undersigned hereby authorize (s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned also furnish undertaking that we are not declared by any court of law as proclaimed offenders also that we are not convicted under any law for the offences punishable under Indian Penal Code, TADA, POTA, Negotiable Instrument Act, or any Labour / Employee beneficial legislation's.
5. Our firm M/S. _____ have not Black listed / Cancellation of Registration Proposed for Black listing / Cancellation of Registration in any Govt. /Semi Govt. Dept. / Municipal Corporations / PUC's (including Partner / Joint Venture Partner if any) or in process of Blacklisting, Cancellation of Registration.
6. If our offer is below to the estimated cost put to tender we hereby undertake that required Additional Performance Security Deposit in form of D.D./F.D.R. will be submitted within 8 days from the date of intimation letter from STEM. We further undertake that if we fail to submit Additional Performance Security Deposit in those 8 days period then our offer shall stand rejected. No extension for said period will be allowed to us.
7. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department, Project implementing agency / STEM within stipulated period.

 (Signed by Authorized Officer of the Firm)

 Title of Officer

 Name of Firm

 DATE

(Note: - This Affidavit is to be submitted/uploaded in Envelope No. 1 by the Bidder)

Appendix 2

UNDERTAKING

(On letter head of agency)

Name of Work: Expression of Interest for Internal Auditor of STEM.

1. I, the undersigned do hereby undertake that our firm M/s -----would invest a minimum cash up to 25% of the work during implementation of the Contract.
2. The undersigned do hereby undertake that our firm M/s. _____agree to abide by this bid for a period 60 days for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period and also for the period if validity is duly extended.

(Signed by Authorized Officer of the Firm)

Title of Officer

Name of Firm

DATE

Appendix 3**Affidavit (on Rs.500/- Stamp Paper)**

Name of Work: Expression of Interest for Internal Auditor of STEM.

I ageaddress
 (Authorized signatory to sign the contract), hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm / authorized signatory and I am submitting the documents in envelope no.1 for the purpose of scrutiny of the contract. I hereby agree to the conditions mentioned below :-

1. I am liable for action under Indian Penal Code for submission of any false / fraudulent paper / information submitted in envelope no.1.
2. I am liable for action under Indian Penal Code if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitted by my staff, subletting company or by myself, I will be liable for action under Indian Penal Code.
3. I am liable for action under Indian Penal Code if any paper are found false / fraudulent during contract period and even after the completion of contract (finalisation of final bill).

(Signature of contractor)
(seal of company)

(Note: - This Affidavit is to be submitted/uploaded in Envelope No. 1 by the Bidder)

Appendix 4**STRUCTURE AND ORGANISATION**

1	Name and address of Firm/ Lead Consortium Member
2	Description of the Company.
3	Number of years in Operation and principal lines of Business
4	Experience (Brief details in line with eligibility criteria)
5	Names and details of associated companies (Parent/ Subsidiary/ Other) to be involved in the project
6	Names and Principals who will sign documents on behalf of the company
7	Name and address of Consortium partners (Applicable for a consortium/ JV bid only)

Enclosures

1. Documents certifying Agency's legal status
2. Certificate of incorporation
3. For Consortium/ JV bids, Memorandum of Understanding signed by each partner
4. Power of Attorney in favour of the Authorized signatory
5. Latest Company brochures

Appendix 5**LIST OF WORK DONE OF COMPARABLE NATURE**

Sr no.	Name of work & Description	Year of work	Actual cost	Allotted time	Completion period

Note: Please enclose copies of certificates of the Authorities under which the above-mentioned projects are completed indicating satisfactory completion of project/ works.

Appendix-6**LIST OF WORKS IN HAND**

Sr no.	Name of work & Description		Month/ Year of commencement	Estimated cost	Time period for completion	Current status and balance for completion

Appendix-7**FINANCIAL STATEMENT OF THE AGENCY**

Summary of assets and liabilities on the basis of the audited financial statements for the last three financial years (ending March 31, 2024)

Figures in Rs. Lakhs

Sr. No.	Description	2021-22	2022-23	2023-24
1	Total Assets			
2	Total Liabilities			
3	Net Worth			
4	Annual Turnover			
5	Depreciation			
6	Profit before Taxes			
7	Profit after Taxes (PAT)			
8	Annual cash flows (PAT + Depreciation)			
9	Contingent Liabilities			

Note:

Attach ATTESTED TRUE COPIES of audited financial statements of the last three financial year

FORMAT

Stamp Paper of Rs.500/-

(Registered or notarized Power of Attorney)

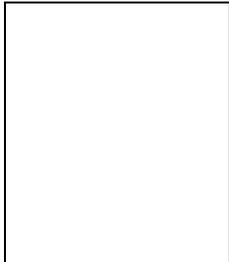
POWER OF ATTORNEY

We, Mr. _____, Mr. _____, Mr. _____
 , Mr. _____, all are Partners / Directors / Owner of M/s. _____
 _____ having registered office at _____
 _____ hereby appoint.

Mr. _____ aged about _____ years as our lawful Power of Attorney to
 carry out assignments and perform duties & responsibilities and to sign and issue any and all lawful
 documents (Technical, Legal, Procedural & Financial) for and on our behalf for Stem, (STEM Water &
 Distribution Co. Pvt. Ltd.) for / relating following work :-

_____ Estimated Cost :- _____

Mr./Mrs. _____ Mr./Mrs. _____ Mr./Mrs. _____

Photo (P.A. Holder)	L.H. thumb & Signature	Before me Signature
<u>Attested by Notary</u>  PAN No. _____		()
		()
		()
		I am /All are Partners / Directors / Owner / Chairman / Secretary of M/s. _____ _____ _____

All documents signed by him and the actions taken by him will be binding upon us, as if we have signed them ourselves. The work and documents will include but not limited to any and / or all the following:

For the sake of clarity, this means and includes attending Stem offices, Signed & Acceptance of Measurements, Running Account Bill, Final Bill, Receiving Cheque, sign correspondence, agreements, legal documents, attending meeting etc. with STEM Water Distribution &

Infrastructure Co. Pvt. Ltd., Thane, sign ANY OTHER LAWFUL DOCUMENT in relation to above purpose to deal and dispose off. (Work relating to :- Expression of Interest for Group Mediclaim Insurance Policy of STEM Employees and their Family Members of Stem).

- 1. **Restriction on Revocability:** And we hereby agree that this Power of Attorney shall be valid and in force up to completion of Contract. This Power of Attorney is further irrevocable & shall remain in force & valid as long as our pecuniary liability as aforesaid is not fully and effectively discharged in full, of the said contract.

Mr. /Mrs. _____ Mr./Mrs. _____ Mr./Mrs. _____

In witness hereof we have signed this deed of power of attorney. The possession & presentation of this ORIGINAL Power of Attorney is the conclusive proof for the same being valid and in force.

Place:

Date:

Mr./Mrs. _____ Mr./Mrs. _____ Mr./Mrs. _____
(PAN No. _____) (PAN No. _____) (PAN No. _____)

Notarized No.	Dt.
---------------	-----

Before me

Advocate & Notary No.



Outward No: STEM1313

Date: 13-11-2024

इमेल व्दारे

प्रति,

1. मा. संपादक,
दैनिक फ्रीप्रेस,
ठाणे.
2. मा. संपादक,
दैनिक प्रातःकाल,
ठाणे.
3. मा. संपादक,
दैनिक ठाणे वैभव,
ठाणे.

विषय : ई-स्वारस्याची अभिव्यक्ती E- (EOI) Expression of Interest सुचना क्र.22 सन 2024-25 प्रसिध्द करणे बाबत.

महाशय,

सोबत पाठविलेली जाहिरात हि दैनिक "फ्रीप्रेस" या वृत्तपत्रात इंग्रजी, दैनिक "प्रातःकाल"या वृत्तपत्रात मराठी राज्य स्तरावरील आवृत्तीत व दैनिक "ठाणे वैभव"या वृत्तपत्रात मराठी स्थानिक स्तरावरील एकदाच 8" X 6" चौ. सें. मि. दि.19.11.2024 पुर्वी प्रसिध्द करावी. प्रसिध्द झाल्यावर देयकासोबत वृत्तपत्राच्या दोन प्रती देयकासोबत पाठवाव्यात व आपले देयक धनादेशाव्दारे शासन मंजुर दराने अदा करण्यात येईल.

Sanket Mohan Gharat
Managing Director
18-11-2024 11:23:36



Letter No: STEM1313-591

Date: 13-11-2024



STEM WATER DISTRIBUTION & INFRASTRUCTURE CO. PVT. LTD., THANE
Vardan Commercial Complex, 9th Floor, MIDC, Road No. 16, Wagale Industrial Estate, Thane (W)-400 604.
stemwatercompany@gmail.com

Expression of Interest for Internal Auditor of STEM.
E- EOI Notice No.22 For 2024-25

STEM Water Dist. & Infra. Co. Pvt. Ltd; Invites from C.A. The Firm's Office Must be situated in Thane / Mumbai Suburban / Navi Mumbai area / region. For the work of Internal audit work with Audit Management, supervision and full back office support as per duties & responsibility narrated in NIT.

E-Eol documents will be available for view downloading on authorized website <https://mahatenders.gov.in> from

Dt.19.11.2024 to Dt.27.11.2024 up to **12.00 Hrs.** Last date online submission of E-Eol **Dt.27.11.2024** up to **12.00**

Hrs. Received E-Eol will be opened on **Dt.29.11.2024 at 12.00 Hrs.** in presence of all bidders or his representatives.

Right to reject any or all the tenders without assigning any reason there of is reserved by the undersigned.



Managing Director

Sanket Mohan Gharat
Managing Director
18-11-2024 11:23:36



Letter No: STEM1313-592

Date: 13-11-2024

 स्टेम वॉटर डिस्ट्रीब्युशन आणि इन्फ्रास्ट्रक्चर कंपनी प्रा.लि.

वरदान कमर्शियल कॉम्प्लेक्स, 9 वा मजला,
एम.आय.डी.सी. रोड नं.16, वागळे इंडस्ट्रियल इस्टेट,
ठाणे (प) 400 604.

stemwatercompany@gmail.com

कामाचे नाव :- Expression of Interest for Internal Auditor of STEM.

ई-स्वारस्याची अभिव्यक्ती (E-EOI) सूचना क्र.22 सन 2024-25

हेतु/काम : दैनंदिन अंतर्गत लेखापरिक्षण सेवा :- मंजुरी व प्रदानपुर्व लेखा परीक्षण (internal Audit) व्यवस्था, सल्लागार सेवा व अनुभवी अर्हताप्राप्त मनुष्यबळ सेवा पुरविण्यासाठी तसेच कंपनीचे अंतर्गत लेखा परीक्षक म्हणून नेमणूक/जबाबदारी सांभाळणे या कामासाठी मुंबई/नवी मुंबई/ठाणे परिक्षेत्रस्थित कार्यालय असलेल्या सीए फर्मसकडून देकार. ई-स्वारस्याची अभिव्यक्ती सूचना व प्रपत्रविषयक तपशील व संस्थेची अर्हता/पात्रता स्टेम कंपनीच्या

<https://mahatenders.gov.in> या अधिकृत संकेतस्थळावर दि.19.11.2024 ते 27.11.2024 पर्यंत उपलब्ध असून सदर संकेतस्थळावर दि.27.11.2024 रोजी 12.00 वाजेपर्यंत स्वीकारण्यात येतील. सदरच्या ई-स्वारस्याची अभिव्यक्ती देकार दि.29.11.2024 रोजी कार्यालयीन वेळेत 12.00 वाजता सर्व देकार/ई-स्वारस्याची अभिव्यक्तीधारक अथवा त्यांचे प्रतिनिधी यांच्या समक्ष उघडण्यात येतील. कोणतेही कारण न देता एक किंवा सर्व देकार फेटाळण्याचे अधिकार निम्नस्वाक्षरीकारांनी राखून ठेवले आहेत.



व्यवस्थापकीय संचालक


Sanket Mohan Gharat
Managing Director
18-11-2024 11:23:36

Signature Not Verified

Digitally signed by SANKET MOHAN GHARAT

Date: 2024.11.19 12:56:47 IST

Location: Maharashtra-MH