

Annexure-II

General Terms & Conditions for submission of proposal

1. **Timely delivery of the application is the responsibility of CA / CMA firm. The application should be sent on msedcleoi@gmail.com as well as hard copy within prescribed time limit. Only e-mail offers will not be considered for evaluation of empanelment.**
2. Evaluation that whether CA / CMA firm possesses qualification criteria would be done on the basis of the information / data / documentary evidences provided by the CA / CMA Firms.
3. MSEDCL may at its discretion, seek from any or all CA / CMA Firm clarification(s) on application submitted including technical information, document and materials for empanelment.
4. MSEDCL reserves the right to accept or reject any application in part or full at any stage or may cancel the process entirely at its sole discretion without assigning any reason whatsoever.
5. MSEDCL may issue clarifications/amendments in the form of addendum / corrigendum during the empanelment period. CA / CMA Firms shall take such addendum and corrigendum into consideration while submitting their application. CA / CMA Firms are requested to visit MSEDCL's website from time to time for any corrigendum/ addendum.
6. Any application received by MSEDCL after the scheduled closing date and time will not be accepted.
7. Matter relating to any dispute or difference arising out of present EOI, and subsequent contract based on the EOI shall be subject to exclusive jurisdiction of courts at Mumbai only.
8. The proposal must be submitted in English language. All documents, correspondences or any other written material in connection with this work shall be in English language.
9. MSEDCL will examine the proposal/applications to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the EOI are generally in order.
10. The tenure of appointment shall be at the sole discretion of the MSEDCL. The tenure may be renewed every year for a maximum of three Years at the sole discretion of the MSEDCL. However, it is expressly stated here that the said tenure is not to be construed as assured and the Company reserves the right not to reappointment at its sole discretion without assigning any reason therefore.
11. Overwriting/correction/erase and/or use of white ink should be avoided in the proposal. However, if any overwriting/correction/erase is inevitable, the same should be authenticated with the signature & seal of authorised person of applicant firm.
12. Documentary evidence(s) in respect of all the information by the applicant firms Must be furnished along with the proposal.
13. All the pages of the proposal document and documents submitted along -with the proposal shall also be authenticated by the authorised signatory of the applicant firms with the firms seal.
14. Compliances / Declarations /Certificates by firms on appointment:
The CA/CMA Firms have to comply with and furnish declarations and certificates as

required under Statutory/Company rules, upon appointment as Internal Auditors, as under:

- a. The CA/CMA Firm shall not sub-contract the Internal Audit work.
 - b. The Internal Audit team will work in strict confidence and will ensure that all the data and any other information in respect of the operation of the location/ work centre /Company is dealt within strict confidence and secrecy. A certificate towards maintaining confidentiality shall be provided by the Internal Auditors on receipt of appointment letter from the Company or before commencement of Internal Audit.
 - c. No partner of the CA/CMA firm should be related to either Managing Director or any Whole Time Directors or Part Time Directors of the Company within the meaning of section 6 of the Companies Act, 1956,
 - d. Neither the audit firm nor its partner(s) or associates should have any interest in the business of the Company,
- 15.** This EOI is only for the purpose of empanelment of Firms and does not guarantee/assure allotment of Internal Audit/any other assignments.
- 16.** Empanelled firms will be intimated about the decision on empanelment.
- 17.** MSEDCL reserves its right to accept or reject any applications without assigning any reason thereof. The decision of MSEDCL for empanelment of Firms shall be final and binding upon the firms participating in the process of empanelment.
- 18.** Assignment of work in subsequent years during empanelment team will be made subject to satisfactory performance.
- 19.** If progress/performance of the audit team is not found satisfactory, MSEDCL's management reserves the right to terminate the appointment of the Firm at any point of time.
- 20.** The Audit Firm will be debarred from getting, in future, Internal Audit assignments in MSEDCL in the following cases:
- a. If the firm obtains the appointment on the basis of misrepresentation of information / misstatement of facts at the time of submission of application / documents along with EOI.
 - b. The Audit Firm is found to have sub-contracted the work.
 - c. If the Firm does not take up audit in terms of the appointment letter.
 - d. If the Firm does not submit the Audit Report, complete in all respects as per terms of the appointment.
 - e. If the Firm refuses to take up the assignment after submitting of acceptance.
 - f. If the Firm fails to maintain/honour confidentiality and secrecy of the Company's information.
- 21.** In case of any dispute on any issue arising before commencement of/during execution of the contract, an amicable solution may be arrived at with discussion. However, in case of any dispute remaining unresolved, the decision of the Chief General Manager (IA) will be final and binding on both the parties.
- 22.** Proposals without the required documentary evidence(s) shall not be considered for evaluation.
- 23.** The proposal should be submitted strictly as per the terms & conditions laid down in the document.
- 24.** The concern Partner/Proprietor and staff should have working knowledge of Marathi.