



**MAHARASHTRA
NATURAL GAS LIMITED**

**Tender for Appointment of Sales Tax Consultants for
FY 2024-25 for Telangana State (Nizamabad GA).**

BID NO. MNGL/C&P/2024-25/62



MAHARASHTRA NATURAL GAS LTD., PUNE

(A joint venture of GAIL (India) Ltd & BPCL)

**Tender for Appointment of Sales Tax Consultants for FY 2024-25 for
Telangana State (Nizamabad GA).**

BID DOCUMENT NO. MNGL/C&P/2024-25/62 Dated 12.07.2024

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|  MAHARASHTRA NATURAL GAS LIMITED | Tender for Appointment of Sales Tax Consultants for FY 2024-25 for Telangana State (Nizamabad GA). BID NO. MNGL/C&P/2024-25/62 |
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INVITATION FOR BIDS (IFB)

BID DOCUMENT NO.: MNGL/CP/2024-25/62

Date: 12.07.2024

M/s Maharashtra Natural Gas Ltd., Pune invites online bids (Technical & Financial) **UNDER SINGLE BID SYSTEM** from eligible bidders for the item(s) in complete accordance with the Bid Documents.

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| Tender document number | MNGL/CP/2024-25/62 dated 12.07.2024 |
| ITEM(S) | Tender for Appointment of Sales Tax Consultants for FY 2024-25 for Telangana State (Nizamabad GA). |
| TYPE OF BID | Limited Tender |
| EARNEST MONEY/ BIDSECURITY | Not Applicable |
| TENDER FEE ((Non-refundable) | Not applicable |
| Pre-bid meeting date and time | NA |
| Bid submission due date and time | 20.07.2021 till 15:00 Hrs. IST |
| Bid Submission at | https://etenders.gov.in |
| bid opening date and time | 22.07.2024 at 16:00 Hrs. IST |
| Address for submission of EMD/Bid Security and venue for pre-bid meeting and opening of bids | NA |
| Contact details | Telephone: +91 (20) 25611000/1190/1155 Email: gasaid@mngl.in / neeraj@mngl.in |

NOTE: Bidders are advised to complete the registration with e-tender portal (<https://etenders.gov.in>) at least two working days prior to bid submission date.

2.0 BIDDING PROCEDURE

Bidding will be conducted through Open Domestic Tendering. Single Stage Two Bid system is adopted for this tender. The submission and opening of bids will be through e-tendering mode at <https://etenders.gov.in/eprocure/app>. Tender document can be downloaded from the website <https://etenders.gov.in/eprocure/app>

Note: To participate in the e-tendering, it is mandatory for the bidders to have user ID & password. For this purpose, the bidder has to register itself on CPPP's website <https://etenders.gov.in/eprocure/app>. Please also note that the bidder has to obtain digital signature token for applying in the tender and in general,

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activation of registration may take 24 hours subject to the submission of all requisite documents required in the process.

Note: MNGL in no way shall be responsible if the bidder fails to apply due to non-possession of Digital Signature & non registration.

(The bids have to be submitted online in electronic form on <https://etenders.gov.in/eprocure/app> only. No physical bids will be accepted.)

3.0 DOWNLOADING OF TENDER DOCUMENT

The tender document is available for downloading from CPPP's e-tendering website **<https://etenders.gov.in/eprocure/app>** or from e-tender link given on official MNGL website www.mngl.in for viewing / participation of the eligible bidders. Bidders meeting the bid evaluation criteria who intend to submit their bid may download the tender for submission by the bid due date and time. Bidder shall give an undertaking on his letter-head that the contents of the bidding document have not been altered or modified. Bid evaluation criteria shall be applicable for all the bidders.

Disclaimer clause: Bidders are advised to visit CPPP's e-tendering website and MNGL website regularly for any updates on the tender. The ignorance to visit the website will not be accepted as a reason for any gap / missing information like corrigenda, amendments, clarifications etc.

4.0 PRE-BID MEETING:

The bidder(s) or their designated representatives, who have downloaded the bid document, or to whom tender document has been issued and intend to bid are invited to attend the pre-bid meeting. Bidder(s) queries if any, must reach Purchaser office at least one day prior to pre-bid meeting date. The pre bid meeting can be organized through video conferencing or physically. In case of physical meeting, the venue of pre bid meeting is MNGL office at Pride Purple Coronet, 2nd Floor, Baner Road, Baner, Pune – 411045.

Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder. Corrigendum / addendum, if any, to the tender document, shall be hosted on the website subsequent to the pre-bid meeting.

Bidders may also note that the registration process for new bidders on e-tender portal shall take a minimum of 24 hrs. Hence, bidders are advised to kindly complete their registration on e-tender portal well in advance of the pre-bid meeting.

In case of pre-bid meeting through video conferencing, Link shall be sent to all the interested bidders by the purchaser.



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Instructions to bidders for Pre-bid meeting through video conferencing: All bidders intending to attend pre-bid meeting must send their interest through email (at least 2 hours prior to the scheduled time of pre-bid meeting) to the purchaser. E-mail received from bidders within specified timeline shall be invited through email to attend the meeting.

Advisories for the bidders attending the pre-bid meeting:

(1) All the Bidders who have submitted their registration details and interest to attend the pre-bid meeting will be invited to join as guests through the link shared in mail.

(2) All bidders/participants mandatorily have to pin MNGL screen on their computer screens during the pre-bid meeting.

(3) Bidders shall be allowed to discuss their queries in sequence of their responses received.

(4) Time slot shall be allotted to each bidder to ask his queries.

(5) Recording of the pre-bid meeting by the bidders is strictly prohibited. Subsequent to pre-bid meeting, corrigendum shall be issued by the purchaser regarding clarifications or queries raised during meeting.

5.0 OTHERS:

5.1 Bid Document is non-transferable.

5.2 Bids complete in all respects should reach on or before the BID DUE DATE AND TIME. Bids through Fax/ E-mail shall not be considered.

5.3 The Bid Document calls for offers on single point "Sole Bidder" responsibility basis.

Order will be placed on the "Sole Bidder" alone (in whose name the bid document has been issued) who will be responsible for all contractual purposes.

Further the bidders are advised to ensure that their offer is on single bidder responsibility basis and in total compliance of scope of supply as specified in Bid Document.

5.4 The bid should be prepared by the "Sole Bidder" and should be sent to MNGL directly. MNGL reserve the right to reject offers made by intermediaries' representatives.

5.5 Bidder shall ensure that Bid Security having a validity of 6(SIX) months from the bid due date, must accompany the offer in the format made available in the Bid Document.



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- 5.6 This Invitation for Bids (IFB) is an integral and inseparable part of the enclosed Bid Document.
- 5.7 MNGL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever.
- 5.8 **ZERO DEVIATION TENDER**
Bidder shall note that if any deviations are taken to the under mentioned provisions of Bid Documents by the Bidder the bid is liable to be rejected:
- i) Do not meet BEC Criteria-Not Applicable
 - ii) Bid Security-Not applicable
 - iii) Performance Security (Contract Performance Bank Guarantee), Not applicable- Not Applicable
 - iv) Delivery Period
 - v) Terms of Payment
 - vii) Resolution of Dispute/Arbitration
 - viii) Termination of Contract,
 - x) Offer not submitted for complete scope of work
 - xi) Firm prices
 - xii) Prices not quoted as per Schedule of Rates formats.
 - xiii) If Bidder have been put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s).
 - xv) Bids not conforming to technical specification/requirements.
 - xvi) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
 - xvii) Price Reduction Schedule.

However, MNGL reserve the right to request the bidder to withdraw the deviations against above-mentioned provisions of Bid Documents.

THIS IS NOT AN ORDER

Yours faithfully,
for Maharashtra Natural Gas Limited, Pune

Neeraj Bohra
Sr. Manager (C&P)

Please confirm your intention to quote or not within 3(Three) days. In case not intending to quote then please give your valuable feedback to us.



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Section- I : Special conditions of contract
Section – II : Scope of work
Section- III : Schedule of rates (SOR)



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**Section – I
SPECIAL CONDITIONS OF CONTRACTS**

1. Offer should be submitted only in the prescribed format duly signed by the firm, as per covering letter **MNGL/CP/2024-25/62 dated 12.07.2024** on or before the due date & time of closing of the bid document.
2. The firm should study the entire bid document carefully and understand the conditions before submission. If there are any doubts, he should obtain clarification from Manager (C&P).
3. The firm should fill all the parameter for all items in the evaluation form.
4. All entries in the bid documents should uploaded correctly. Corrections, if any, should be attested by full signature of the firm
5. Every page of the bid document shall be signed by the firm or his authorized representative.
6. The company shall not be responsible for any delay in receiving the offers and reserves the right to reject / accept any or all bids without assigning any reason whatsoever and / or to negotiate with the firm (s) in the manner the company considers suitable.
7. Following clauses should be considered:
 - i) Counter terms and conditions would not be accepted
- 8.0 MNGL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for MNGL'S ACTION
- 9.0 Failure by the Service provider to comply with the provisions of the contract:
 - 9.1 If the Service provider refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the EMPLOYER at its option by written notice to the Service provider:
 - a) TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the EMPLOYER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the Service provider 's work then in progress, except such WORK as the EMPLOYER



may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the EMPLOYER, for its part, may take over the work remaining unfinished by the Service provider and complete the same through a fresh contractor or by other means, at the risk and cost of the Service provider , and any of his sureties if any, shall be liable to the EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.

b) WITHOUT DETERMINING THE CONTRACT to take over the work of the Service provider or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the Service provider . The Service provider and any of his sureties are liable to the EMPLOYER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the EMPLOYER.

9.2 In such events of Clause 3.24.1 (a) or (b) above.

- a) The whole or part of the Contract Performance Security furnished by the Service provider is liable to be forfeited without prejudice to the right of the EMPLOYER to recover from the Service provider the excess cost referred to in the subclause aforesaid, the EMPLOYER shall also have the right of taking possession and utilizing in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the Service provider as may be necessary and the Service provider shall not be entitled for any compensation for use or damage to such materials, equipment and plant
- b) The amount that may have become due to the Service Provider on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the EMPLOYER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the Service Provider . This amount shall be subject to deduction of any amounts due from the CONTRACT to the EMPLOYER under the terms of the CONTRACT authorized or required to be reserved or retained by the EMPLOYER.

9.3) Before determining the CONTRACT as per Clause 3.59.1 (a) or (b) provided in the judgement of the EMPLOYER, the default or defaults committed by the Service Provider is/are curable and can be cured by the Service Provider if an opportunity given to him, then the EMPLOYER may issue Notice in writing calling the Service Provider to cure the default within such time specified in the Notice.



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- 9.4 The EMPLOYER shall also have the right to proceed or take action as per 3.24.1 (a) or (b) above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the EMPLOYER to give any prior notice to the CONTRACTOR.
- 9.5) Termination of the CONTRACT as provided for in sub-clause 3.24.1 (a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued up to the date of such termination.

10) Firm remains liable to pay compensation if action not taken under Section 9.0

10.1) In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 3.24 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Firm for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the EMPLOYER putting in force the power under above sub- clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the FIRM or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-INCHARGE may give notice in writing to the FIRM or his clerk of the works, foreman or other authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the FIRM failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the FIRM's expense or sell them by auction or private sale on account of the FIRM and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the FIRM.

11) Termination of contract

11 (A) TERMINATION OF CONTRACT FOR DEATH:

If the FIRM is an individual or a proprietary concern and the individual or the proprietor dies or if the FIRM is a partnership concern and one of the partner dies then unless, the EMPLOYER is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing CONTRACT, he (the EMPLOYER) is entitled to cancel the CONTRACT for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased FIRM and/or to the surviving partners of the FIRM'S firm on account of the cancellation of CONTRACT. The decision of the EMPLOYER in such assessment shall be final and binding on the parties. In the event of such cancellation,



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the EMPLOYER shall not hold the estate of the diseased FIRM and/or the surviving partners of the FIRM'S firm liable for any damages for non-completion of CONTRACT.

11 (B)TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY ETC.

If the Firm shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, EMPLOYER shall be at liberty:-

To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Firm or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to his providing a guarantee up to an amount to be agreed upon by EMPLOYER for due and faithful performance of the contract.

11(C) In case of termination of CONTRACT herein set forth (under Article 9.1) except under conditions of Force Majeure and termination after expiry of contract, the Service Provider shall be put under holiday [i.e. neither any enquiry will be issued to the party by Maharashtra Natural Gas Limited against any type of tender nor their offer will be considered by MNGL against any ongoing tender (s) where contract between MNGL and that particular Service Provider (as a bidder) has not been finalized] for three years from the date of termination by Maharashtra Natural Gas Limited to such Service Provider.

ThePURCHASER/OWNER/EMPLOYER/COMPANY/MNGL means MAHARASHTRA NATURAL GAS LIMITED, incorporated under the Company's act 1956 and having its Registered office at Pune and includes its successors and assigns.

10. Evaluation shall be done on overall basis at least cost to the purchaser & order shall be placed on lowest (L-1) bidder.

Note: In case of tie for L1 bidder, the order shall be placed on the bidder having highest turnover during the preceding 3 Financial Years i.e., 2021-22, 2022-23 and 2023-24 in support of the above.

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Section-II

SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT

The scope of work shall be as mentioned below but not limited to

1.1 Monthly Filling of Return- VAT & CST (Telangana state)

- Checking and reconcile monthly summery of purchase.
- Checking and reconcile monthly summery of sales.
- Checking reconciliation statement of sales / purchase, if any.
- Checking & file return/revised return if required.
- Checking and guiding for tax challan.
- Checking statement of Setoff claims
- Checking major supplier & customer's ledger with invoice copies
- Checking reconciliation with P & L / return / register.
- Visit to sales tax office as on when required.
- Customer balance confirmation J1 & J2 for VAT mismatch from online VAT.
- Updation VAT & CST law on continuous basis and intimation to MNGL on periodical basis.

1.2 C or F and other VAT forms filing like for stock transfer, in addition also authorized from VAT departmental officer. Revise forms if necessary.

1.3 Reply and explanation in relation to any communication, Queries & notices received from VAT authorities from regional or head tax department office.

- Opinions in relation to any query for strategic & business planning.
- Advice on issues involving interpretation of applicable law.

1.4 The price quoted will be inclusive of all the out of pocket expenses like traveling, food, accommodation, others and also including all taxes(GST).

1.5 Above mentioned activities are required to be done for MNGL GA in "Telangana".

2.0 Completion Schedule:

An appointed agency shall complete all the activities in all respect & as per requirement of Office in Charge (OIC) and within statutory timeframe.

3.0 Contract period

Contract period shall be 1 year i.e. for Financial Year 2024-25.

4.0 Payment Terms

The terms of payment shall be as follows:



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- 100% payment after completion of individual assignments in all respect & submission of the invoice certified by Officer In Charge (OIC) on pro rata basis.

Paying Authority:

CFO

Maharashtra Natural Gas Ltd.,
Pride Purple Coronet, 3rd Floor,
Baner Road, Baner,
Pune - 411045

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Section- III: Schedule of rates (SOR)

BID NO. MNGL/CP/2024-25/62

Schedule of Rates (SOR) is enclosed on e-tendering portal.

Evaluation Formula: Evaluation shall be done as per Clause No. 10 of Section No -I

| Sr. No. | Item Description | UOM |
|----------|---|----------|
| 1 | 2 | 4 |
| | Charges for FY 2024-25 | |
| 1.1 | Monthly Filling of Return- VAT & CST (Telangana state) | Monthly |
| 1.2 | Form C, Form F & Other Forms | Monthly |
| 1.3 | Opinion Or Reply or Visit for departmental notices (On actual basis) | Monthly |

Note : 1) All SOR item shall be quoted by the bidder in the price part of the bid , other-wise bid will be rejected.

2. 1) Prices quoted shall be inclusive of all taxes/duties and nothing extra shall be payable by the owner except for statutory variation in Goods & service tax rate during the contractual period. **Bidder shall note that any error in estimating these taxes & Duties (GST) will be to Bidder's Account.**

Date :

Place :

Signature & Seal of Bidder



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FORMAT FOR TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head) Date:

**To, M/s Maharashtra Natural Gas Limited
Pride Purple Coronet, 2nd Floor,
Baner Raod, Baner,
Pune – 411045**

Sub: Acceptance of Terms & Conditions of

Tender. Tender Reference No: _____

Name of Tender / Work: -

Dear Sir / Madam,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been not put on Black / holiday list by MNGL/MoP&NG/Oil Public Sector Enterprise(s)
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason thereof summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)