



**MAHARASHTRA NATURAL
GAS LIMITED**

**Tender for appointment of Internal Auditors for
Financial Year 2024-25 for MNGL.**

BID NO. MNGL/CP/2023-24/185




MAHARASHTRA NATURAL GAS LTD., PUNE
(A JV of GAIL (India) Ltd. & BPCL)

**Appointment of agency for appointment of Internal Auditors for Financial Year
2024-25 for MNGL.**

**UNDER OPEN DOMESTIC COMPETITIVE BIDDING
(THROUGH E-TENDERING MODE)**

BID DOCUMENT NO. MNGL/CP/2023-24/185 DATED 21.03.2024.

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INVITATION FOR BIDS (IFB)

BID DOCUMENT NO.: MNGL/CP/2023-24/185


Date: 21.03.2024.

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.

Tender document number	MNGL/CP/2023-24/185 dated 21.03.2024
ITEM(S)	Tender for appointment of Internal Auditors for Financial Year 2024-25 for MNGL
TYPE OF BID	Open Domestic Competitive Bidding
TIME SCHEDULE	As per Scope of Work
EARNEST MONEY / BID SECURITY	Not applicable
BID SECURITY VALIDITY	Not applicable
TENDER FEE ((Non-refundable)	Not applicable
BID VALIDITY	2(Two) months from the bid due date
Pre-bid meeting date and time	NA
Bid submission due date and time	04.04.2024 till 15:00 Hrs. IST
Bid Submission at	https://etenders.gov.in
Techno-commercial bid opening date and time	05.04.2024 at 16:00 Hrs. IST
Address for submission of EMD/Bid Security and venue for pre-bid meeting and opening of bids	Sr. Manager (C&P) C&P Department, Maharashtra Natural Gas Limited, Pride Purple Coronet, 2 nd Floor, Baner Road, Baner, Pune – 411045
Contact details	Telephone: +91 (20) 25611000/1156 Email: neeraj@mngl.in / gasaid@mngl.in
BIDDER ELIGIBILITY CRITERIA & BID EVALUATION CRITERIA	As per Annexure – I to IFB

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

INSTRUCTIONS TO BIDDERS

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INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <http://etenders.gov.in/eprocure/app>, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (**URL:<https://etenders.gov.in/eprocure/app>**) by clicking on the link "Online Bidder Enrolment" option available on the home page. Enrolment on the CPP Portal is free of charge.
- (ii) During enrolment/ registration, the bidders should provide the correct / true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors / bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering, possession of valid Digital Signature Certificate (**Class III Certificates with signing key usage**) is mandatory which can be obtained from SIFY /nCode / e-Mudra or any Certifying Authority recognized by CCA India on e-Token/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.



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- 2) Once the bidders have selected the tenders they are interested in they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- (i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.

After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.

- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (i) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.



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SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay.
- (ii) Not Applicable
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Not Applicable
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.

Bidders shall download the Schedule of Quantities & Prices i.e. Schedule of Rates, in XLS format and save it without changing the name of the file. Bidder shall quote fee (need to select at par and need to write 0% as Fee amount is fixed) a, thereafter save and upload the file in folder mentioned as .xls (Price bid) only.

If the template of Schedule of Quantities & Prices file is found to be

modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of clause.

- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.



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- (x) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall take print out of system generated acknowledgement number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128bit encryption technology.

ASSISTANCE TO BIDDERS:

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4001002, 0120-6277787 and 0120-4001005. The helpdesk email id is support-eproc@nic.in



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|----------------------|---------------------------------------|
| Sr. No - I: | Scope of work |
| Sr. No. II: | Evaluation Criteria |
| Sr. No.- III: | Special conditions of contract |
| Sr. No. – IV: | Internal Audit Fee |
| Sr. no. -V: | Format of Offer |



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Sr. No.-I SCOPE OF WORK

1.0 Scope of the Work:

The scope of work includes but not limited to: -

- a) To carry out the internal audit for all the GAs of MNGL covering various functions/processes as decided by the MNGL Management & OIC. Indicative list of various processes are as provided below and the frequency of review for certain process will be quarterly/half yearly (OIC will intimate it from time to time).

Considering the nature of assignment, the coverage of review is not limited to below list/scope, certain processes though not mentioned below may be required to be taken up and the bidder is expected to take up the same at no additional cost to the company.


Sr.No.	Functions/Processes
1	Projects
2	Operation & Maintenance
3	Safety
4	Marketing
5	NG Procurement and Reconciliation
6	Revenue & Receipt Management
7	Finance & Accounts
8	Contract & Procurement including physical verification of inventory
9	HR & Administration
10	Customer Relationship Management (CRM) and IT
11	Statutory Compliances

- b) Quarter wise allocation of the processes/sub-processes to cover shall be intimated by the OIC. The scope broadly is provided in the sub-head section :
Scope of Functions/Processes

2.0 Completion schedule/Timelines:

Assignment shall be completed as per Instructions from the Officer-In-Charge (OIC)

Particulars	FY-2024-25
Review pattern & Periodicity:	Quarterly
Deliverables-Final Report	Quarterly Audit Report with all the issues together with auditee responses
Time limit for submission of quarterly audit	Within three weeks from the end of each quarter

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report (Draft Report to the auditees)	
Time limit for submission of quarterly audit report (Final Report with auditee responses)	Within 40 days from the end of each quarter/as finalised with OIC
Resource deployment:	Team leader/Audit in-charge – Experience of 10 years and above, Other team members – 2 years and above

Sharing of Samples: The vendor needs to share the working papers and the samples verified to MNGL at the end of each quarter along with the Draft report.

3.0 Payment Terms

The terms of payment shall be as follows:

- Payment shall be made within 15 days of completion of the assignment and submission of Final Reports.

4.0 Non-Disclosure Agreement (As per Annexure-A)


The selected vendor shall execute the NDA within one week from the date of acceptance of letter of appointment or as intimated by the company. The stamp duty or associated charges if any shall be borne by the vendor.

5.0 PRICE REDUCTION SCHEDULE:

Time is the essence of the CONTRACT. In case the firm fails to complete the assignment within the stipulated period, then, unless such failure is due to Force Majeure as defined in contract here above or due to EMPLOYER's defaults, the total value of assignment placed by OIC shall be reduced by ½% of the total value of assignment placed by OIC per complete week of delay or part thereof subject to a maximum of 5% of the assignment value, by way of reduction in price for delay and not as penalty.

The decision of the Officer-in-charge regarding applicability of Price Reduction Schedule shall be final and binding on the firm.

All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.

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6.0 Audit Scope of various Functions/Processes

1.1 Projects – CNG stations, CGS, Office Buildings

- a) Planning & Monitoring - Review the Planning and monitoring process for the construction/modification projects (CNG station, CGS), Land Acquisition, and timelines for the project completion
- b) Ongoing Project Timelines - Review all ongoing project activities and their status vis-à-vis the planned schedule
- c) Review the Asset Planning and Procurement
- d) Clearances- Check availability of all necessary clearances from statutory/relevant authorities, status of the same
- e) Review the Statutory and Contractual Compliances
- f) Control over Material- Review adequacy of control over the issue of material to contractors, its reconciliation, and physical verification process
- g) Contract Closure- Check procedure of contract closure, controls ensuring processing of final payments and release of guarantees as per PO Terms and after due approval.
- h) Defect Liability Period- Check that repairs during the 'Defect liability period' as per contract were done on a non-chargeable basis.
- i) Vendor Evaluation, Award of jobs, Bill processing & payment
 - I. Vendor Evaluation- Assess the vendor evaluation criteria and procedure Review of work orders allotted
 - II. Issue of Work Orders- Review the Approval, Tender, Purchase Order, and implementation of work orders.
 - III. Processing of Bills- Review the system for processing, verification of contractor's bill for quality and quantity of work done, compliance with contractual terms and system of payment authorization - *for new projects, modification work, PMC, architects fees, and purchase of equipment and other materials*
- j) Review Compliance of Action Point for previous Audit Reports

2.1 PROJECTS – PNG (STEEL, MDPE, GI)

- I. Planning and Monitoring- Review the planning and monitoring process for the project activities to ensure timely completion. Review the payments/Security Deposits/Bank Guarantees given to various authorities for grant of permissions.



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- II. Clearances- Check availability of all necessary clearances from statutory/relevant authorities.
- III. Review the Asset Planning and Procurement
- IV. Control over Material- Review adequacy of control over the issue of material to contractors, its reconciliation, and physical verification process.
- V. Contract Closure- Check procedure of contract closure, controls ensuring processing of final payments and release of guarantees as per PO Terms and after due approval.
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 - a) Vendor Evaluation- Assess the vendor evaluation criteria and procedure Review of work orders allotted
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 - c) Processing of Bills- Review the system for processing, verification of contractor's bill for quality and quantity of work done, compliance with contractual terms and system of payment authorization - *for new projects, modification work, PMC, architects fees, and purchase of equipment and other materials*
- VIII. Review Compliance of Action Point for previous Audit Reports

3.1 Operation & Maintenance

CNG:

- a) Control Room Monitoring process, Review the records maintained at the control room - customer complaint register, complaint logbook, control room stock register, consumable used, records of contractual staff, etc.
- b) Process of monitoring the dispenser readings at the control room (Automation project), project status
- c) Inventory Management- Check the internal control for inventory at control rooms, issued to contractors and its consumption, process of handling damaged/ scrapped items.
- d) Maintenance of Machines at the CNG stations- Check adherence to the maintenance and calibration schedule for machines at CNG Stations, in case of AMC all payments are made as per the contracts, Readiness of CO2 Flooding System
- e) Forecourt Management – Controls at the Stations
- f) Review of power & fuel consumption of CNG stations
- g) Processing of Bills- Review of the system for processing, verification of contractor's/ vendor's bill for quality and quantity of work done, and



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- compliance with all terms of the Contract, including compliance of statutory requirements, and systems of payment authorization
- h) Review Compliance of Action Point for previous Audit Reports

PNG:

- i) Inventory Management- Check the internal control for inventory at control rooms and issued to contractors, process of handling damaged/ scrapped items.
- j) After Sales Service contracts- Compliance to the terms of service order
- k) Patrolling Contract - Compliance to the terms of service order
- l) Customers complaint addressing process, SAP entries and the closure
- m) Monitoring and Maintenance of Steel and MDPE pipeline network, meters, SV points, chambers etc
- n) Processing of Bills- Review of the system for processing, verification of contractor's/ vendor's bill for quality and quantity of work done, and compliance with all terms of the Contract, including compliance of statutory requirements, and systems of payment authorization.
- o) Review Compliance of Action Point for previous Audit Reports

Others:

- a) Monitoring of LNG billing activity at Nasik, to be added locations if any and contractual terms compliance by the operating vendor
- b) NG Reconciliation

4.1 Fire & Safety

- a) Compliance to Factories Act, other statutory compliances
- b) Training activity
- c) Work permit system

5.1 Marketing: PNG (I&C) – Projects, Billing & Collection and Domestic(RRM)

- a) GSA verification, entire cycle from finding a customer till the BP creation, Capital Contribution for Equipment and Security deposit. Controls over customer master
- b) Domestic – DMA process, BP creation, related documentation
- c) Ensuring that all the agreements are mapped in SAP (I&C)
- d) Internal controls in case of CC charges/SD taken on staggering mode (I&C and Domestic)
- e) Tracking of projects in progress (I&C)
- f) JMR – Process of JMR & timely creation of JMR in SAP
- g) Fortnightly/periodical pricing mechanism – Approvals and controls in uploading into SAP (I&C)



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- h) Meter Reading Process- Review the process of Meter reading, Controls for ensuring billing as per the meter reading and control over estimated billing.
- i) Billing- Check that all active customers consuming gas have been moved in to the system for billing and are billed regularly as per their billing schedule. Review the process of bill delivery to the customer.
- j) Security Deposit- Assess the adequacy of security deposits for domestic, industrial, and commercial customers as per the regulatory guidelines and/or company policy.
- k) Contractual Terms- Check the adherence to the terms and conditions of the contracts with commercial and industrial customers.
- l) Contracts with the vendors for various services of the segments of Domestic/I&C
- m) Collection- Check internal control on collections and timely payment by the customers.
- n) Debtor Management- Review the process for monitoring and handling debtors aging as per the approved policy and payment terms, recovery of interest/ LPC on account of delayed payment, performance of outsourced vendor for debtor's management (if any), review of action taken against defaulting customers.
- o) Confirmation of balances from the customers
- p) Review Compliance of Action Point for previous Audit Reports

6.1 Marketing: CNG – Agreements, Billing & Collection - MS/COCO, NRO, OMC

- a) Billing process at the CNG stations, DPR Vs. periodical billing quantities
- b) Acknowledgement of meter reading (JMR) from the customers and the invoicing process
- c) System of cross verification of meter readings with the data at the central control room
- d) Controls over the CNG rates uploading into SAP, Collection of sale proceeds, timeliness
- e) Sundry Debtors, Balance confirmation from the customers
- f) PMPML/State Govt operated transport company - reconciliation
- g) Agreements verification in case of OMC/ NRO, Compliance to the terms & conditions of agreement, verification of payment of lease rent, Electricity etc
- h) Bank Guarantee – Sufficiency and tracking mechanism
- i) Calibration of dispensers- tracking, timely action

7.1 NG sourcing

- a) Control over the agreements, timely alerts
- b) Nomination/Invoicing process/GRN/Quantity confirmation etc
- c) Related processes associated with the NG procurement

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- d) Review Compliance of Action Point for previous Audit Reports

8.1 Finance & Accounts:

- a) Bank Reconciliation
- b) Treasury - Term loans and Working capital loans, Verification of interest payout on loans and interest income on FDR, related statutory aspects
- c) Insurance coverage & Claims
- d) CWIP, Controls in Capex payments, Capitalisation process, Asset verification, Asset disposal/sale/write-off
- e) Statutory compliances- Direct & Indirect Tax , any other statutory aspects– Twice in a year
- f) LC and Bank Guarantees- Review of open Letter of Credit and Bank Guarantees
- g) Review the Budgeted Vs Actual Expenses
- h) Invoice Processing-Controls, provisions
- i) Review Compliance of Action Point for previous Audit Reports

9.1 C & P - Contract & Procurement

- a) Check for adequacy of procedure adopted for nomination and extension/repeat PO/Contracts
- b) Invitation of Bids- Check that process of invitation of bids, qualification criteria, and EMD collected is in line with the laid down procedure
- c) Evaluation of Bids- Check the compliance of systems and procedures for evaluation of bids, preparation of comparative statements, and selection of bidder
- d) Standard Clauses in Tender- Check that price variation clause, quantity variation clause, and other relevant clauses are included in tender/rate contract/long term contracts.
- e) Change in Tender Clauses- Check for any changes made in clauses of the tender and availability of necessary approval for the same.
- f) Assess the efficacy of existing systems and procedures for making cost effective purchases.
- g) Check that L/C and Bank Guarantee taken is/are in line with the work order
- h) Vendor Evaluation- Check for vendor evaluation and vendor empanelment procedure, including blacklisting of vendors. Assess the efficacy of the existing procedure for vendor development, and vendor feedback system.
- i) Order /Contract closure:- Check timely closure of on going orders.
- j) Review Compliance of Action Point for previous Audit Reports

10.1 INVENTORY & STORES



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- a) Material Records- Check for the maintenance of proper records at the Stores.
- b) Material Movement- Evaluate procedure for receipt/handling/issue of materials (FIFO) including capital items and its record keeping.
- c) Inventory Levels- Adequacy of inventory levels of various items maintained at the Stores
- d) Aging analysis & action taken for the slow-moving and non-moving items.
- e) Requisition Process- Review the procedure adopted by user department for raising requisition for spares/ capital inventory.
- f) Compliance of Storage and Inventory Policy
- g) Quality Inspection- Check procedure for inspection to ensure quality and quantity of material received at the store/site
- h) Control over Scrap Items- Check the procedure adopted for handling damaged/scraped items.
- i) Inventory Master Data- Check the inventory masters for duplicate codes, inappropriate descriptions, etc.
- j) Review the controls and action taken for unutilized capital inventory and material lying in WBS.
- k) Review terms & conditions related to the warranty of the capital inventory.
- l) Review classification of inventory between capital and revenue inventory.
- m) Review controls around fixed asset items procured as capital inventory in stock.
- n) Review the procedures for disposal/sale/write-off of capital inventory
- o) Physical Verification-Check the physical verification policy and its compliance for material (including capital items) kept at Stores
- p) Review Compliance of Action Point for previous Audit Reports

11.1HR & Admn

- a) Statutory compliances – CLRA, PF, ESI, Others
- b) Controls over leave balances
- c) Leasedeed of properties and timely renewal
- d) Admn Activities

12.1 CRM

- a) Customer complaints - Closure process and monitoring of period of actual execution vs. defined Turnaround time agreed by user depts
- b) Issue of Work Orders- Review the Approval, Tender, Purchase Order, and implementation of work orders. Control over outsourced services.
- c) Processing of Bills- Review of the system for processing, verification of contractor's/ vendor's bill for quality and quantity of work done, and compliance with all terms of the Contract, including compliance of statutory requirements, and systems of payment authorization.



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d) Review Compliance of Action Point for previous Audit Reports

13.1 IT controls

- a) IT controls in network and Hardware,SAP
- b) Compliance to contractual terms in SAP, database contracts



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Sr. No. II: Evaluation Criteria

- 1.0 Firms of Practicing Chartered Accountants registered with the Institute of Chartered Accountants of India (ICAI) or Firms of Practicing Cost Accountants registered with the Institute of Cost Accountants of India shall be considered for Shortlisting /Appointment as Internal Auditors for conducting Internal Audit of the Company.
- 2.0 Audit Firm will be selected in order of maximum evaluated weightage (Marks) as per following:


Sr. No.	Criteria	Max. Weightage
1	Chartered Accountant firm/Cost Accountant Firm having head office in Pune	20
2	No. of years of Experience for the audit firm - 2 marks each for first 5 years, and 1 mark each for each subsequent year	15
3	Internal Audit/Statutory audit in Manufacturing companies/Oil & Gas companies during the preceding three financial years (20-21 to 22-23) in organizations having a minimum annual turnover of Rs.1000 crs or more. (specific- or standalone assignments like physical verification of inventory or fixed assets and audits of GST/VAT/Income tax etc will not be considered.). The underlying requirement is that the firm had handled the internal audit for the company as a whole covering the major functions Or carried out the Statutory audit of the company (The detailed scope of the handled IA assignment shall be shared by vendor along with the letter of appointment/service order and the completion certificate, same way for statutory audit also) -5 marks for each of the assignment's	25
4	Number & experience of partners in the Firm (The partner should be Fellow /Associate Member of Institute of Chartered Accountants of India or Fellow/Associate Member of The Institute of Cost Accountants of India) - 5 marks per Partner in full time practice of 5 years & more than 5 years	20

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5	- 3 marks per Partner in full time practice of less than 5 years No. of fully qualified assistants (Chartered Accountant/Cost Accountant) in the Firm - 2 marks for each fully qualified assistant on roll as on 31st Jan'24	20
Total Marks		100


- a) Award shall be made to bidder securing highest marks as per above criteria
- b) In case of a tie, the following sequence shall be adopted for selection:
1. Firm of Chartered accountants/Firm of Cost Accountants with longer experience in Oil & Gas Sector assignments shall be given preference based on the year of registration
 2. Firm with higher number of Fellow and/or Associate Members of the Institute of Chartered accountants of India as partners/employees for a Chartered Accountant firm or of Fellow and/or Associate Members of the Institute of Cost accountants of India as partners/employees for a Cost Accounting firm shall be given preference.
- 3) **Pre-requisites for considering rankings:**

All supporting proofs/documents in respect of evaluation criteria must be submitted with the bid. The Chartered Accountant Firms or Cost Accounting firms will be shortlisted strictly on the basis of documents submitted

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Sr. No.- IIII: Special conditions of assignment

1. Offer should be submitted only in the prescribed format duly signed by the firm, as per covering letter MNGL/C&P/2023-24/185 dated 20.03.2024 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

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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

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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.

- 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:



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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, the EMPLOYER shall not hold the estate of the deceased 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.



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Sr. No. – IV: Internal Audit Fee (FY 2024-25)

Internal Audit fees shall be Fixed i. e. Rs.7,09,500/- (inclusive of out-of-pocket expenses*) + GST as applicable.


***Out of pocket in case of visit to other GAs**

In case of visit to outside Pune GA, the travel & stay arrangements will be made by MNGL.

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Sr. No. – V: Format of the Offer

Sr. No.	Particulars	Details of Supporting documents
1.0	Name of the Chartered Accountant/Cost Accountant Firm:	
2.0	Head Office Address: I. Full Address II. Pin code III. Telephone No. IV. Email Address V. Website	
3.0	Year of establishment of firms with The Institute of Chartered Accountants of India/The Institute of Cost Accountants of India I. Year of Establishment II. Firm Registration No. III. GST Registration No. IV. Permanent Account No. (PAN) of Firm	
4.0	No.of Audit Assignments handled (Internal Audit/Statutory audit in Manufacturing/Oil&Gas companies during the preceding 3 years i.e.20-21 to 22-23) * Please submit the details for Sr no 4 as per format provide below as Annexure-4.01.1 below	
5.0	Number & experience of partners in the Firm (The partner should be Fellow /Associate Member of Institute of Chartered Accountants of India/Cost Accountants of India) III. Number of Partners (Fellow/Associate) – full time practice of 5 years & more than 5 years II. Number of Partners (Fellow/Associate) – Partner in full time practice of less than 5 years IV. Date of Joining Firm (Mention Name, Address, Practicing Membership number of each Partner clearly specifying – Associate/Fellow)	
6.0	Number & experience of fully qualified assistants (Chartered Accountant/Cost Accountant) in the Firm V. Number of fully qualified Assistants III. Date of Joining Firm (Mention Name, Address, number of each Assistants clearly specifying their qualification and joining date in the audit firm)	

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7.0	Turnover of the Chartered Accountant /Cost Accountant Firm: {Mention Turnover of the firm for FY 2021-22 /22-23(Audited/certified accounts)}	
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Note:

- Documentary evidence in support of all the information provided above by the applicant must be furnished along with the application.
- All the pages of the offer documents submitted are to be signed with the seal of the firm.
- Details in extra sheet(s) in respect of any of the above-mentioned particulars, if required, can be furnished with signature & seal of the applicant / firm.

(Signature and seal of the firm)

Annexure-4.01.1 (for Sr no-4 above)

a)Details

Name of the company	FY	Turnover of the company	Doc submitted for company's turnover	Type of Audit(IA/Stat) handled	Appointment letter/service order, to specify	Audit Completion certificate(doc submitted - Yes/No)

b) In case of IA, the scope of Internal audit handled for the company shall be shared

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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: **MNGL/CP/2023-24/185**

Name of Tender / Work: - **Tender for appointment of Internal Auditors for Financial Year 2024-25 for MNGL.**

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 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)



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UNDERTAKING ON LETTER HEAD

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

Sub:

Tender No:

Dear Sir,

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s _____ (Name of Bidder) is:

- (i) Not from such a country []
- (ii) If from such a country, has been registered []
With the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

(Bidder to tick appropriate option above)

We hereby certify that bidder M/s _____ (***Name of bidder***) fulfils all requirements in this regard and is eligible to be considered against the tender.

Place: {Signature of Authorised Signatory of Bidder}
Date: Name:
Designation:
Seal:

NON-DISCLOSURE AGREEMENT

Annexure-A



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THIS AGREEMENT MADE ON THIS THE _____ DAY OF _____, 20

BY AND BETWEEN

<**Party 1**>, a company incorporated under the Companies Act, 1956 and having its registered office at <<address>> (hereinafter referred to as “_____”, which expression shall unless repugnant to the context or meaning thereof, include its successors in interests and assigns) **OF THE ONE PART**;

AND

[**Please fill in Customers name**] a company incorporated under the Companies Act, 2013 and having its registered office at [**Please fill in address**] (hereinafter referred to as “**Company**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include, its representatives and permitted assigns) **OF THE OTHER PART**;

PARTY 1 and **COMPANY** shall hereinafter be referred to as such or collectively as “**Parties**” and individually as “**Party**”.

WHEREAS both the Parties herein wish to pursue discussions and negotiate with each other for the purpose of entering into a potential business arrangement in relation to [**Please fill in details of proposed transaction**] (“**Proposed Transaction**”);

AND WHEREAS the Parties contemplate that with respect to the Proposed Transaction, both the Parties may exchange certain information, material and documents relating to each other’s business, assets, financial condition, operations, plans and/or prospects of their businesses (hereinafter referred to as “**Confidential Information**”, more fully detailed in clause 1 herein below) that each Party regards as proprietary and confidential; and

AND WHEREAS, each Party wishes to review such Confidential Information of the other for the sole purpose of determining their mutual interest in engaging in the Proposed Transaction;

IN CONNECTION WITH THE ABOVE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. “**Confidential and or proprietary Information**” shall mean and include any information disclosed by one Party (Disclosing Party) to the other (Receiving Party) either directly or indirectly, in writing, orally, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs and code). Confidential information shall include, without limitation, any materials, trade secrets, network information, configurations,



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trademarks, brand name, know-how, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/ or future business and operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Disclosing Party. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.

2. The Receiving Party shall refrain from disclosing, reproducing, summarising and/or distributing Confidential Information and confidential materials of the Disclosing Party except in connection with the Proposed Transaction.
3. The Parties shall protect the confidentiality of each other's Confidential Information in the same manner as they protect the confidentiality of their own proprietary and confidential information of similar nature. Each Party, while acknowledging the confidential and proprietary nature of the Confidential Information agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorised disclosure or use of the Confidential Information.
4. Confidential Information shall at all times remain the property of the Disclosing Party and may not be copied or reproduced by the Receiving Party without the Disclosing Party's prior written consent.
5. Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.
6. The Receiving Party may disclose the Confidential Information only to the Receiving Party's employees and consultants on a need-to-know basis.
7. Confidential Information, however, shall not include any information which the Receiving Party can show:
 - i) is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of the Receiving Party; or
 - ii) was already in its possession free of any such restriction prior to receipt from the Disclosing Party; or
 - iii) was independently developed by the Receiving Party without making use of the Confidential Information; or



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- iv) has been approved for release or use (in either case without restriction) by written authorisation of the Disclosing Party.
8. In the event either Party receives a summons or other validly issued administrative or judicial process requiring the disclosure of Confidential Information of the other Party, the Receiving Party shall promptly notify the Disclosing Party. The Receiving Party may disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or legal process; *provided however*, that, to the extent practicable, the Receiving Party shall give prompt written notice of any such request for such information to the Disclosing Party, and agrees to co-operate with the Disclosing Party, at the Disclosing Party's expense, to the extent permissible and practicable, to challenge the request or limit the scope thereof, as the Disclosing Party may reasonably deem appropriate.
9. Neither Party shall use the other's name, trademarks, proprietary words or symbols or disclose under this Agreement in any publication, press release, marketing material, or otherwise without the prior written approval of the other.
10. Each Party agrees that the conditions in this Agreement and the Confidential Information disclosed pursuant to this Agreement are of a special, unique, and extraordinary character and that an impending or existing violation of any provision of this Agreement would cause the other Party irreparable injury for which it would have no adequate remedy at law and further agrees that the other Party shall be entitled to obtain immediately injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.
11. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Parties acknowledge that as damages may not be a sufficient remedy for any breach under this Agreement, the non-breaching party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.
12. Neither Party shall be liable for any special, consequential, incidental or exemplary damages or loss (or any lost profits, savings or business opportunity) regardless of whether a Party was advised of the possibility of the damage or loss asserted.
13. Both the Parties agree that by virtue of the Parties entering into this Agreement neither Party is obligated to disclose all or any of the Confidential Information to the other as stated in this Agreement. The Parties reserve the right to disclose only such information at its discretion and which it thinks, is necessary to disclose in relation to the Proposed Transaction.



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14. Both the Parties agree that this Agreement will be effective from the date of execution of this Agreement by both Parties and shall continue to be effective.
15. Each Party warrants that it has the authority to enter into this Agreement.
16. If any provision of this agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision hereof shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
17. The relationship between both the Parties to this Agreement shall be on a principal-to-principal basis and nothing in this agreement shall be deemed to have created a relationship of an agent or partner between the Parties and none of the employees of COMPANY shall be considered as employees of PARTY 1.
18. This Agreement shall be governed by the laws of India. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Pune, for any action or proceeding regarding this Agreement. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996, including any amendments thereof. The arbitration tribunal shall be composed of a sole arbitrator, and such arbitrator shall be appointed mutually by the Parties. The place of arbitration shall be Pune, India and the arbitration proceedings shall take place in the English language.
19. Additional oral agreements do not exist. All modifications and amendments to this Agreement must be made in writing.
20. The Agreement and/or any rights arising from it cannot be assigned or otherwise transferred either wholly or in part, without the written consent of the other Party.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONFIDENTIALITY AGREEMENT IN DUPLICATE BY AFFIXING THE SIGNATURE OF THE AUTHORISED REPRESENTATIVES AS OF THE DATE HEREIN ABOVE MENTIONED.

Party 1	[Please fill in Customer name]
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Signature 1		Signature 1	
Name		Name	
Désignations		Désignations	
Place		Place	
Date		Date	
Signature 2		Signature 2	
Name		Name	
Désignations		Désignations	
Place Date		Place	
Date		Date	