



BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED

(A GOVT. OF INDIA UNDERTAKING)
NAMRUP

Please reply to:

Finance Manager
BVFCL Namrup
P.O. Parbatpur – 786 623
Dist. Dibrugarh (Assam), India.

T/Phone -0374 2500547; e-mail: pmajumdar@bvfc.co.in, ksreddy@bvfc.co.in

CIN No: U24123A S2002GOI006786, GST NO. 18AABCB9399R1ZK

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|--|--------------------------|
| 1) NIT No. | : A/XII/2022-23/TDS |
| 2) NIT DATE | : 25/04/2022 |
| 3) DATE OF ISSUE | : 25/04/2022 |
| 4) TYPE OF BID | : Two Bid System |
| 5) LAST DATE /TIME OF RECEIVING TENDER | : 16/05/2022 at 03:00 PM |
| 6) Date for opening of Technical bid | : 16/05/2022 at 03:30 PM |

Tenders limited to state of Assam having working offices in Dibrugarh, Jorhat, Sibsagar & Tinsukia District are hereby invited to participate in two bid system (Technical & price bid) NIT from CA & CMA professional firms for the below described job.

Brief description of the work is given below:

- a) Name of Work: Consultant of TDS for 12 month period 2022-23 (Quarter 1, Quarter 2, Quarter 3, Quarter 4) in BVFCL, Namrup
- b) Earnest Money Deposit: Submission of Bid Security Declaration duly signed and stamped as attached.
- c) Tender to be submitted to: **Finance Manager**
BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED,
NAMRUP, DIST- DIBRUGARH,
ASSAM, PIN-786623.

1. MSME Firm will be given benefits as per govt guidelines.
2. BVFCL is committed to a corruption free work environment. "All the above purchases, services and commitments of BVFCL will be honoured without the citizen having to pay any bribe". In case any person demands any bribe, it is the duty of the responsible to inform the matter to vigilance office, BVFCL, Namrup, P. O. Parbatpur, Dist. Dibrugarh, Assam PIN; 786623. (Tel no: 0374-2507092 / 0374-2507167).

Yours faithfully,
For and on behalf of
Brahmaputra Valley Fertilizer Corporation Ltd.

(Pralay Mazumdar)
Finance Manager

Enclosures:

1. Annexure – I, II, III & IV



Annexure-I:

NOTICE INVITING TENDER

REF: A/XII/2022-23/TDS

Date: 25/04/2022

Subject: Appointment of TDS consultant for Filing of TDS Returns for the Financial year 2022-23 (QTR 1 to QTR-4) - (Form 24Q for 500 employees (approx.) per quarter and 26Q for 150 parties (approx.), and 27EQ for sale of scrap per quarter, etc. and the Annual Return including generation of TDS certificates from Traces and other allied work)

Dear Madam/Sir,

Quotations are hereby invited on behalf of **BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED NAMRUP (BVFCL)** in two bid system (techno economic & price bid) from the **CA & CMA** professional firm limited to state of Assam having its working office in Dibrugarh, Jorhat, Sibsagar and Tinsukia District. A set of document is enclosed herewith, for submission of your most competitive offer.

A) Pre Qualification Criteria for tendering bid and its supporting document:

- The Bidder should have Permanent Account Number (PAN).
- The bidder must be registered with Institute of Chartered Accountants/ Cost Accountant of India for the last 3 years,
- Bidder shall provide contact details like Land line No. / Mobile No. and E-mail address.
- Bidder has to provide Registration Certificate.
- Bidder should have at least 3 years of experience of filling of E TDS form etc of PSUs, Autonomous Bodies or Government Bodies. Client certificate for satisfactorily completing the similar nature of Job shall be required.

More information about the company can be found on www.bvfcl.com

The tender documents are also available at BVFCL Web site and can be downloaded from the site.

BVFCL's specific obligations:

Bidder may specify the requirement to be fulfilled by BVFCL under owners' obligations.

REF: A/XII/2022-23/TDS

Date: 25/04/2022

B) Instruction to Bidders:

1) Mode of Tendering (TWO-STAGE BID)

- a. The first envelope, super scribed as **"TECHNICAL BID"** should contain Technical Specifications, Commercial Terms and Conditions.
 - b. The second envelope, super scribed as **"PRICE BID"** should contain the price bid for the required job.
 - c. Both the envelopes should be put in one sealed envelope, duly super scribed as 'TENDER NO.' and 'DUE DATE' of opening of bids, addressed to **Finance Manager, BVFCL Namrup, P.O. Parbatpur – 786 623, Dist: Dibrugarh (Assam).**
- 2) Blank tender document duly signed on every page of Notice Inviting Tender, Evaluation criteria, Scope of work, Terms and Conditions, Blank Price Bid and all annexure, with the rubber seal of the bidder, indicating the name and the status of the signatory, as a token of acceptance thereof.
 - 3) Documents in support of experience requirement as mentioned at **Sl. No. A Annexure-I of NIT.**
 - 4) Duly filled Annexure – III on undertaking.
 - 5) Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of Bid Security. Bidders shall sign the BID declaration form in lieu of Bid Security as per enclosed format in **ANNEXURE IV** of the tender documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder is rejected.
 - 6) Technically qualified Bidders will be informed about opening of price bid through E-mail/ Telephonically. The bidder should mention their mobile No. and e-mail address in the forwarding letter.

C) Obligation of Professional Firm:

All bids shall be scrutinized to determine the Techno commercial feasible firm. The price bid of the firm those who have found technically suitable only be opened and compare for selection and appointment of the above mentioned job.

In case, if any clarification/additional information are required, bidders are free to approach/visit BVFCL and seek the necessary information/clarification before submission of the Bid documents. All the bids should be unconditional. The bid, all correspondence and documents related to the bid shall be in English.

Acceptance/rejection of tender - BVFCL reserves the right to accept or reject, at its sole discretion, any bid/all bids, in whole or in part and/or accept other than the lowest bid without assigning any reasons thereof. BVFCL will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.

D) SCOPE OF WORK

1. BVFCL shall provide required quarterly TDS data (24Q, 26Q, and 27EQ, etc.) in excel format. After uploading, copy of the Acknowledgements of TDS return filed shall be provided by the agency to BVFCL.
2. However, before uploading the data the same shall required to be reviewed for correctness/mismatch of data if any, and contact BVFCL immediately.
3. Agency shall provide softcopy of consolidated file (Annual return) downloaded from Traces for TDS return filed during the year in respect of 24Q, 26Q, 27EQ etc.
4. Agency has to file revised return of any quarter if situation so arises and for that no extra charges shall be paid by BVFCL
5. After filing of E-TDS return, if there is any Default Notice is received from Income Tax Authority, the responsibility for resolving the issue will be rest with the Agency within one (1) month or any specific time given by the Tax Authority, whichever is earlier.
6. During the preparation of data/details for Tax Audit purpose and filing of Income Tax Return for the respective year, Agency shall guide/provide required information, whatsoever needed.
7. Demand Notice from Tax Authority: -After filing of E-TDS return, if there is any Default Notice is received from Income Tax Authority, the responsibility for resolving the issue will be rest with the Agency within one (1) month or any specific time given by the Tax Authority, whichever is earlier
8. To give opinion on matters relating to TDS as & when required and also to arrange periodical workshop on 'TDS' for the concerned staff which would include updating them on new rules related to taxation.

E) PAYMENT TERM & INVOICING PROCEDURE:

1) Payment Term:

Company shall pay professional fee to the agency, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions thereof. No other payments shall be due from Company unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.

Total of Professional fees as quoted plus the applicable GST thereon, payable to the agency for the total Contract Value under this Agreement.

Prevailing taxes will be deducted from the payee as per relevant norm imposed by Tax authority.

The payment against the invoices raised by the Consultant will be made on completion of the following milestones:

Sl. No	Deliverable/ Mile stones
1.	After filing of each Quarter return

F). MANNER OF PAYMENT:

- 1) Payment of invoices, if undisputed, shall be made within 30 days following the date of receipt and verified of invoice by Company after deduction of tax at source as per applicable laws.
- 2) Agency shall be paid to and fro fare **on calling them** by BVFCL beginning from their office to BVFCL **in actual** on producing fare slip / railway ticket as cost of journey which restricted to 2nd AC/ equivalent for partner of the firm and for others 3rd AC /equivalent for attending BVFCL TDS Work. In case any exigency may arise regarding TDS works in their awareness so to visit BVFCL or Assam GST office, they have to inform the coordinating officer for prior approval of BVFCL regarding their journey to BVFCL.
- 3) Boarding & lodging including food, to the extent the facilities are available at the BVFCL guest house and the local transport only shall be arranged & provided by Company at its cost.
- 4) All payments due to Agency shall be made by the Company at their designated bank. All bank charges will be debited to agency account.
- 5) Agency shall submit 2 (two) sets of all invoices to Company address duly super scribed 'Original' and 'copy' as applicable for processing of payment. Such invoice should also contain the PAN No and GST Registration No of the Consultant.
- 6) Company shall within 30 days of receipt of the invoice notify agency of any item under dispute, specifying the reasons thereof, in which event, and the payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion. This will not prejudice the Company's right to question the validity of the payment at a later date.
- 7) The acceptance by agency of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Agency's rights in respect of any other billing, the payment of which may then or thereafter be due.

G) Force Majeure:

Neither party shall be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract where such failure is caused due to war; rebellion, mutiny, civil commotion, fire riot, earthquake, drought, floods, crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities provided a notice of such occurrence is given to be other party in writing within 10 days from the date of occurrence of the force condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure the party invoking force majeure shall inform the other party of the period for which the force majeure condition continued and shall also give documentary evidence thereof to this effect.

H) Arbitration:

The contract shall be governed by and construed in accordance with the laws of India. Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract be referred to Designated Unit Head/E.D./Functional Director/Chairman & Managing Director, Brahmaputra Valley Fertilizers Corporation Limited for appointment of Arbitrator. (Appropriate designated authority may be inserted as per contract value).



The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, The Arbitration & Conciliation (Amendment Act 2015) or any further statutory modification or re-enactment thereof and the rules made there under.

If the arbitrator to whom matter is referred, vacates his/her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit."

It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes/differences arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to BVFCL on the date of award of contract.

I) General:

Consultant shall at all times indemnify and keep BVFCL indemnified against all risks, claims, suits or legal issues which may arise, if at all, from the execution of this contract and Defend at your own cost any suit/claim or action brought against BVFCL and hold BVFCL free and harmless against all such claims/suit or actions which may be made against BVFCL in respect of any infringement of any right protected in Indian Laws.

J) Jurisdiction:

This Order/Contract shall be deemed to have been entered into at NAMRUP and therefore would be under the jurisdiction of Dibrugarh Court

K) Assignment and Subcontracting:

Except with the prior written permission of the BVFCL you will not assign, award/sub contract the work or any part thereof or any money due to any other professional.

L) Termination:

BVFCL reserves the right to terminate the Order in whole or in any part by serving 15 days written or fax notice to the agency at any time prior to completion of the contract period.

M) Cancellation:

BVFCL reserves the right to cancel or reject any or all the quotations without assigning any reason whatsoever and also place order on more than one vendor.

BVFCL Management reserves the right to extent the tenure of the contract for another one year subject to finding of optimum satisfactory performance of the agency.

**For and on behalf of
BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED**

**Pralay Majumdar
Finance Manager**

Annexure-II:

REF: NIT No. A/XII/2022-23/TDS

Date: 25/04/2022

Quotation of Professional fee:

Job description	Rate per QTR. (in Rs.)*	No of Qtrs.	Total Amount (in Rs.)
Filing of TDS Returns for the Financial year FY 2022-23 - (Form 24Q for 500 employees (approx.) per quarter and 26Q for 150 parties (approx.), and 27EQ for sale of scrap per quarter, etc. the Annual Return including generation of TDS certificates from Traces and other allied work)		04	
Total			

***(Quoted rate is excluding GST)**

In case of parties quoted similar rates, preference will be given to those have maximum year of experience.

ANNEXURE-III

To

The Finance Manager
Brahmaputra Valley Fertilizer Corporation Limited,
Namrup
P.O. Parbatpur -786 623
Dibrugarh (Assam)

Sub: UNDERTAKING

Ref.: Your tender no. _____ due on _____.

Dear Sir,

With reference to your above mentioned tender, we hereby confirm that –

1. Tender documents have been read, understood with all clarifications pertaining to various clauses provided therein.
2. Conditions laid out are fully acceptable to us. There is no condition/deviation in our quotation from the conditions of your NIT.
3. Job shall be duly carried out through the contract period as mentioned in the work order.
4. This is to certify that none of the BVFCL employee is related to owners/directors. (In case any relative is working BVFCL, furnish details separately).
5. None of blood relation of the owners/directors is participating in this tender in the name of other firm.
6. This is to certify that none of the BVFCL ex-employee is employed with us. (In case any ex-employee of BVFCL is employed, furnish details separately).
7. We have not been de-listed/ blacklisted in any other public sector/Govt. dept.
8. The self-certified documents for eligibility criteria and the information furnished along with the tender is correct to my knowledge. If the information is found false at the later date we will be penalized as deemed fit by BVFCL.

Dated	Signature of Tenderer or their Authorized	_____
Place	Representative	_____
	Name & Address of Tenderer	_____
	Phone No.	_____
	Fax No.	_____
	e-mail	_____

Annexure IV

BID SECURITY DECLARATION

I, -----Son /Daughter of Shri -----
-----Proprietor/Partner/CEO/MD/Director/ Authorized Signatory of M/s. -----
-----am competent to sign this declaration and accepting "**BID SECURITY DECLARATION**" In
lieu of Bid Security.

I/ we/ am are well aware of the fact that withdrawing or modifying our bids during the period of validity
etc, would lead to suspension of our tender for the time specified in the tender documents as per the
office memorandum dated 12.11.2020 of Rule 170 of General Financial Rules (GFRs) 2017.

I have carefully read and understood all the terms and conditions of the tender and hereby convey my
acceptance of the same.

Signature of the Authorized Person

Date: -----

Full Name: -----

Place: -----

Company Seal: -----