

NOTICE INVITING TENDER

ब्रहमप्त्र वैली फर्टिलाइजर कारपोरेशन लिमिटेड

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED

(A GOVT. OF INDIA UNDERTAKING) **NAMRUP**

T/Phone -0374 2500547; e-mail: pcqupta@bvfcl.co.in, ksreddy@bvfcl.co.in, <a href="mailto:ksreddy@bvfcl.c

1) NIT No. : BVFCL/ACCOUNTS/XII/GST/01

2) NIT DATE : 27/10/2021
 3) DATE OF ISSUE : 27/10/2021
 4) TYPE OF BID : Two Stage Bid

5) LAST DATE /TIME OF RECEIVING TENDER : 16/11/2021 at 03:00 PM **6)** TECHNICAL BID OPENING : 16/11/2021 at 03:30 PM

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

Brief description of the work is given below:

- a) Name of Work: e-filling of GST returns and other related work for BVFCL Namrup for a period of 18 month till March 2023, will includes Annual GST return for the period 2020-21, 2021-23 and 2022-23
- b) Earnest Money Deposit: Submission of Bid Security Declaration duly signed and stamped as attached.
- c) Last date and Time for submission of the Tender:/10/2021 up to 03:00 pm.
- d) Tender to be submitted to: Dy. General Manager (Finance),

BRAHMAPUTRA VALLEY FERTIILZER 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.

> (P C Gupta) Dy. General Manager (Finance)

Enclosures:

1. Annexure – I, II, III & IV



Annexure-I:

NOTICE INVITING TENDER

REF: BVFCL/Accounts/XII/GST/ Date: /10/2021

Subject: Appointment of GST consultant for Filing of all GST monthly returns GSTR1, GSTR 3B as well as annual GST returns GSTR 9C for a period of 18 month, will includes Annual GST return for the FY 2020-21, 2021-22 and 2022-23.

Dear Madam/Sir,

Quotations are hereby invited on behalf of **BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED NAMRUP (BVFCL)** in two stage bid (techno commercial & price bid) from the practicing **CA & CMA** professional firm limited to state of Assam having its working office in Dibrugarh, 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:

SI. No.	Description	Criteria	Supporting documents to be submitted by Applicant for Prequalification
A.	Type of Entity	The Entity should be a registered practicing CA/CMA firms having valid COP. The entity should have valid PAN	 Registration certificate of the firm/entity. Name(s) and other details of the authorized signatory (ies) who are authorized to execute the contract & other documents. Copy of valid PAN & GST registration, if any (Annexure-A)
В.	Experience of the Firm	 The Entity/Firm should have continuous operations of minimum 5 years. Working as GST Consultant in any PSU or Private Companies (with average annual turnover of Rs.100 Crs and above) 	 Details to be furnished as per Annexure-A. Appointment letter / Work order need to be provided IT return for last 5 assessment years Annexure - A



C.	Office	The Entity/ Firms should have	Details of Offices to be furnished
	011100	working office in Tinsukia /	as per Annexure-A .
		Dibrugarh / Sibsagar	A self-certificate from the entity,
		3	citing the addresses and telephone
			numbers of all offices shall be
			furnished.
D.	Declaration	The entity / Firm should not have	A self declaration by the entity on
	about black-	been blacklisted for supply of any	the letterhead of the organization.
	listing	items or services to BVFCL Namrup	
		or any other Government	
		department/ agency in India. A self-	
		declaration to this effect should be	
		Provided by the entity's Authorized	
		Signatory in the technical bid.	
E.	Related party	The Entity/ Firm should not be	A self-declaration by the entity on
	disclosure	owned or controlled by any	the letterhead of the organization.
		Employee (or any of his/her	
		relative) of BVFCL Namrup	

- 1.1 Brahmaputra Valley Fertilizer Corporation Limited, a CPSU under the administrative control Ministry of Chemical & Fertilizer, Govt. of India, is a 100% Govt. of India undertaking. The Company has a rated capacity of 3.90 lakh MT of urea. The Company is presently running two manufacturing units located at Namrup namely Namrup-II & Namrup-III (Assam) and the only fertilizer plant exists in entire North-East. Namrup -II plant went into commercial production in 1976 and currently working with annual capacity (50%) of 1, 20,000 MT of urea. Namrup-III plant went into commercial production in 1987 and currently working with annual capacity of 2, 70,000 MT of urea Company has its Registered Office at Namrup, P.O. Parbatpur, Dist-Dibrugarh, Assam-786623.
- 1.2 Brahmaputra Valley Fertilizer Corporation Limited Namrup has it is Corporate office in Namrup, Assam and had trading businesses in Tripura, West Bengal, Bihar, Manipur and Inp ut Service Distributor registration in Noida, UP, all of which had separate GST Registration.

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.



NOTICE INVITING TENDER

REF: BVFCL/Accounts/XII/GST/ Date: /10/2021

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 **Dy. General Manager (Finance)**, **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 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 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. Filing of all GST Returns for BVFCL Namrup and for its Trading office located in different states with separate registration, initially for a period of 18 month up to March 2023, from the date of award of the work (extendable for a further period as may be decided by the Competent Authority another one year on the same terms and conditions, subject to satisfactory performance). This work shall include the following, but not limited to:
 - a) Filing of all GST monthly returns as well as Annual GST returns GSTR 9C in the requisite format prescribed under the GST regime from time to time. **Annual GST return for the period is 2020-21, 2021-22 and 2022-23.**
 - b) Generating/Filing all requisite periodical (monthly as well as annual) returns under the GST regime for BVFCL for the state of Assam, Tripura, West Bengal, Bihar, Manipur and Input Service Distributor registration in Noida,
 - c) Advise necessary checks to be exercised to ensure authenticity of data being received at the centralized platform.
 - d) To advise/give written opinion related to any GST issues within reasonable time.
 - e) To assist in preparing replies/submissions for Department's Notices regarding GST issues including show Cause Notices.
 - f) To update about relevant changes/amendments/judgments in the GST Act & Rules (more specifically having implications on BVFCL regularly through mail.
 - g) To advise on the tax-planning on refund/rebates/deductions/exemptions available under GST act.
 - h) The consultant or a qualified representative will be required to visit at least one day (3-4 hours a day) in a week and as and when required at BVFCL Namrup
 - To attend the Appeal(s)/Show Cause Notice(s)/Hearing(s) related to GSTMatters with GST authorities
 - j) Partner to visit and attend meetings as and when required for discussion with senior officers of BVFCL, Namrup
 - k) Generating Challans for payment of GST on behalf of BVFCL, Namrup. The Primary data concerning all transactions for e-filing will be provided by the BVFCL, Namrup
 - I) The Bidder/Tenderer shall ensure for handholding for a period of the work order/agreement to ensure that proper taxes are paid, credits in full are availed of and reporting & compliances envisaged in the GST laws are complied with **in Toto**
 - m) To assist BVFCL Namrup and suggest suitable changes required under GST regime for minimizing the tax burden, effective utilization of available Input tax credits (ITC) and suggestion for review mechanism for availing all eligible input tax credits and utilization under GST, etc
 - n) Provide guidance regarding valuation, classification and tax rate of transfer/permanent disposal of assets, job works, goods used both for exempt and taxable services, etc. to ensure availing of maximum eligible tax benefits under the GST regime

o)



2. Identification of additional issues and renders advice to BVFCL, Namrup

To advise BVFCL Namrup/GST Cell, on issues arising out of or connected to subsumed tax laws and GST Acts and rules made there under including ongoing litigation, assessment, etc. and on any matter relating to GST considered important and significant according to the consultant or as per the requirement of the BVFCL. Handout a reconciliation procedure for monitoring Input/ Output/ final monthly returns and guidance to track Un-reconciled transactions, etc

3. Addressing notice from GST authority
If any notice/query is served to BVFCL by GST authority then it will be the duty of the consultant to resolve the issue without charging any extra remuneration

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:

a	- II
SI. No	Deliverable/ Mile stones
1.	Quarterly Basis

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 GST Work. In case any exigency may arise regarding GST 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(if any) 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 contact 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 Guwahati High 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

P C Gupta Deputy Genaral Manager (F)



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FINANCIAL BID

REF: BVFCL/Accounts/XII/GST/ Date: /10/2021

Sr. No.	Particulars	Monthly Charges	Lump sum amount Quoted in Rupees (Rs) for 18 month period
1	Assisting in GST Compliance (Monthly)		
2	GST as applicable		
3=(1+2)	Total Amount		

Total Amount in Words:	
(Signature of Authorized Signatory)	
(Name, Title, Address, Seal & Date)	

Note:

i) L-I will be determined based on the rates quoted at S. No. 3 above. If words vary from figures, the quotation given in Figures shall prevail. In case there is a tie in value, the seniority of the firm would be considered for award of contract.



ANNEXURE-III

То

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

	P.O. Parbatpur -786 623 Dibrugarh (Assam)		
	Sub: <u>UNDERTAKING</u>		
	Ref.: Your tender no	due on	
	Dear Sir,		
	With reference to your above me	entioned tender, we hereby confirm that –	
1.	Tender documents have been various clauses provided therein	read, understood with all clarifications pertaining to	
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 worl order.		
4.	This is to certify that none of the BVFCL employee is related to owners/directors. (Ir 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 ex-employee of BVFCL is employ	e BVFCL ex-employee is employed with us. (In case any ed, furnish details separately).	
7.	We have not been de-listed/ blad	cklisted in any other public sector/Govt. dept.	
8.		eligibility criteria and the information furnished along knowledge. If the information is found false at the later med fit by BVFCL.	
Dated	Signature of ⁻ Representati	Tenderer or their Authorized ve	
Place	Name & Add	ress of Tenderer	
	Phone No.		
	Fax No.		
	e-mail		



Annexure IV

BID SECURITY DECLARATION

I,Son /Daughter of Shri
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.
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:



Annexure - A

(This is to be give on the letter head of the Applicant)

Subject: Calling Tenders for work relating to e-filing of GST returns and other related work for BVFCL Namrup from Registered CAs/CMA firms.

Reference No: BVFCL/Account/XII/GST

A-BIDDER'S DETAILS

Name of the Firm		
Address		
CA/CA firm		
(Date of commencement of practice)		
Date of Registration		
Registration No./Certificate of practice(COP) Number (Please		
attach copy):		
PAN Card Number		
(Please attach copy)		
GSTIN (GST registration number, if any)(Please attach copy)		
Name of the Authorized Partner/		
Associate/Others		
Telephone Nos.		
Fax No.		
Mobile No.		
Email Address		
Date of Establishment		
Web Site Address (if any)		
Please enclose copy of IT return for last 5 assessment		
Years		
Declaration:		
All the information provided by me/us is correct.		
I/We have no objection if enquiries are made about the work listed by me/us in the accompanying annexure.		
I/We hereby undertaken that, I will not sub contract the work assigned to me or my firm.		
Signature of Authorized Signatory of Applicant Name:		
Designation:		
Date:		
Place:		
Seal of Organization:		