

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
(A Government of India Enterprises)

CIN No. U24123AS2002GOI006786

GSTNO:-18AABCB9399R1ZK

HEAD OFFICE

**Namrup, P.O–Parbatpur, Dist-
Dibrugarh Assam-786623**

TENDER NO:- A/XII/20225-27/TDS

Date: 15.05.2025

Tender Document for

Appointment of Direct Tax Consultant of BVFCL NAMRUP for the year 2025-27

Last Date & Time of Receipt of Online Bids in CPPP

05/06/2025 up to 3.00PM

Last Date & Time of Receipt of Physical copy of Bids

12/06/2025 up to 3.00PM

Date and Time of opening of Bid Documents

12/06/2025 at 3.30PM

HEAD OFFICE

**Namrup, P.O-Parbatpur,
Dist-Dibrugarh Assam-786623**

**Phoneno:0374-2500547
Fax No:+91(0)374-2500317**

Website:www.bvfcl.com

Note:-In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue

ONLINE NOTICE INVITING TENDER

REF: A/XII/20225-27/TDS

Date: 15/05/2025

Subject: Appointment of Direct Tax consultant for providing consultancy in the field of **Income Tax, Filing of TDS /TCS Returns for the Financial year 2025-27 (QTR 1 to QTR-4) -** including generation of TDS certificates from Traces and other allied work)

Quotations are hereby invited on behalf of **BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED NAMRUP (BVFCL)** in two bid system (techno economic & price bid) from **CA** firms limited to state of Assam having its office preferably in the upper Assam districts of Dibrugarh, Jorhat, Sibsagar, Tinsukia and Chiraidio. The initial appointment will be for two years which may be extended for two more years(one plus one) on same terms and condition subject to satisfactory performance.

A) Pre Qualification Criteria for bidding and its supporting document:

- The Bidder should have Permanent Account Number (PAN).
- The bidder must be registered with ICAI for the last 10 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 10 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.
- Experience certificate of **handling TDS related work & Direct Tax consultancy** in any PSU for one years or any company having annual turnover more than 500 crore.
- One work order of similar job value of Rs 1.25 lakhs and above.

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

The tender documents are also available at BVFCL Web site and <https://etenders.gov.in/eprocure/app> and can be downloaded from the site.

BVFCL's specific obligations:

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

B) Instruction to Bidders:

1) Mode of Tendering (TWO BID System)

- a. The **"TECHNICAL BID"** should contain Technical Specifications, Commercial Terms and Conditions.
 - b. The **"PRICE BID"** should contain the price bid for the required job.
 - c. The hard copy of the online submitted "Technical Bid" along with all supporting annexures should be put in one sealed envelope, duly super scribed as 'TENDER NO.' and 'DUE DATE' of opening of bids, addressed to **Chief Manager(Finance), BVFCL Namrup, P.O. Parbatpur PIN- 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 should be uploaded and sent along with the **"Technical Bid"**.
 - 3) Documents in support of experience requirement as mentioned at **Sl.No.A of NIT**.
 - 4) Duly filled Annexure – II 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 III** of the tender documents, failing which the Bidder / 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. The bidder should mention their mobile No. and e-mail address in the forwarding letter.

B) Obligation of Professional Firm:

All bids shall be scrutinized to determine the Techno commercial feasible firm. The price bid of the firm of only those firms who have been found technically suitable be opened and compared 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/TCS data (24Q, 26Q, and 27EQ, etc.) in excel format. After uploading, copy of the Acknowledgements of TDS return filed shall be provided by the Firm 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. Firm 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. FIRM 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 rest with the Firm 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, firm 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 rest with the firm 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.

Documents Required for Submission of Bids

Following documents to be submitted in a sealed tender under the two Bid System as under:-

1. Documents regarding certificate of registration /practice of the firm,
2. PAN of Firm or individual concerned,
3. Registration of GST if any,
4. Details of Partner/Proprietor & staff of the firm
5. Experience certificate of **handling TDS related work & Direct Tax consultancy** in any PSU for one years or any company having annual turnover more than 500 crore.
6. Documents regarding experience of the firm,
7. Documents regarding assignments/works order and performance certificate if any.
8. Envelopes containing **Techno Commercial** Bid should be Super Scribed with Enquiry Number.
9. There is no need to send the physical copy of the **Price Bid**.
10. More information about the company can be found on www.bvfcl.com
11. The tender documents are also available at BVFCL Web site – and can be downloaded from the site.
12. BVFCL will not be responsible for any postal delay. Bids received after the due date will be rejected.
13. **Duly filled in Annexures I to IV. The firms selected will have to provide SMD in the form of bank guarantee upto 5% of the contract value along with attached Annexure-V.**

Eligibility Criteria:

a. **Turnover:** Turnover of Bidding firm should be at least Rs. 10.00 lakhs in any of the 3 (three) previous financial year ending 31st March 2024.

b. The Bidder will provide the Audited Accounts(if applicable) showing the turnover for the above said period.

1. The firm should be minimum 10 years old which should be supported by proof of constitution from ICAI.

2. Certificate of practice and certificate of professional qualification, PAN, GST registration (if registered) to be enclosed along with tender documents.

3. At least one of the Partner in Firm or proprietor of the firm should be FCA.

4. The firm must have experience of handling Tds filling/Direct Tax consultancy for two years out of the immediately five preceding financial year in any CPSU / SPSU having its annual turnover more than 500 crore. In support of experience of GST Audit / **Filing of GST returns** they have to produce copy of different assignment under which they acted as consultant / GST Auditor also to produce performance certificate from the assignor. The supporting document should clearly show the turnover of the company.

The professional firms should have head office/branch office in Assam consisting of at least one active partner and sufficient professional staff. Those firms having office in Upper Assam districts (Chiradeo, Dibrugarh, Tinsukia Sivsagar, Jorhat) will be preferred.

1) Payment Term:

Company shall pay professional fee to the Firm, during the term of the contract, the amount due will be 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, will be payable to the firm 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) Firm 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 Firm shall be made by the Company at their designated bank. All bank charges will be debited to Firm account.
- 5) Firm 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 Firm 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 Firm of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Firm'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 Firm 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 extend the tenure of the contract for another one year subject to finding of optimum satisfactory performance of the Firm.

Annexure-I:

REF: NIT No.....

Date: 15/05/2025

Quotation of Professional fee:

Job description	Rate per Qtr. (in Rs.)*	No of Qtrs.	Total Amount (inRs.)
Filing of TDS Returns for the Financial year FY 2025-27- (Form 24Q for 400 employees (approx.) per quarter and 26Q for 150 parties (approx.), and 27EQ for TCS 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.

To

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

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: -----

UNDERTAKING REGARDING BLACKLISTING/NON-DEBARMENT**(on Letter Head of the Bidder's Firm)****Name of Work:**

NIT NO.**Date:****This is to certify that we (The Bidder / Contractor) (including our affiliates or subsidiaries or Contractors/subcontractors for any part of the contract):**

- (i) do not stand declared ineligible/ blacklisted/ banned/ debarred by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world from participation in its Tender Processes; and/ or
- (ii) not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for:
 - offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
 - offences under the Bharatiya Nyaya Sanhita or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
 - suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
- (iii) We have not changed our name or created a new "Allied Firm" consequent to having been declared ineligible, suspended, blacklisted, banned, or debarred as mentioned above by any Central or State Government, agency of Central or State Government of India, any other country in the world, Public Sector Undertaking, or any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.
- (iv) We acknowledge that any false statement or misrepresentation made in this declaration will result in immediate disqualification from the tender process, termination of any awarded contract, and may subject us to legal action under applicable laws. We also undertake to promptly notify the tendering authority if any such ineligibility, conviction, or blacklisting occurs after the submission of this declaration and during the period of the tender process and any resulting contract.

Signature**(Contractor /****Authorized****Signatory)****Name of Signatory:****Bidder's Name:****Seal:****Date:****Place:**

Note: To be submitted in bidder's letter pad

- i) An Affidavit in original on Non-judicial Stamp Paper of Rs. 100.00 duly attested by Notary stating:
- a. With reference to NIT No. Admn /Cons-15/Tender/2024-2025/820 , dated 03.10.2024 of Brahmaputra Valley Fertilizer Corporation Ltd., Namrup for the work of Conservancy Contract Township & Factory I,____
- S/o _____ Proprietor/Partner/Authorized
Representative of the firm M/s**

do solemnly affirm and declare as under:-

That my/our firm/sister concern etc. has not been black listed or put on holiday by any Institutional Agency / Govt. Department / Public Sector Undertaking for participating in the Tender, in last 3 years.

- b. No other Firm / Sister Concerns / Associates belonging to the same group are participating /submitting the Tender for this job.

I/We agree with the above Signature of Contractor with Seal

VERIFICATION -Verified that the above contents of my affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

Place : _____

Date: _____

xxi) A bidder shall not be eligible to participate in this NIT process if the bidder/his firm/his sister concern has been debarred / black-listed / put on holiday by any Institutional Agency / Govt. Department / Public Sector Undertaking in last 3 years.

xviii) Power of Attorney in the Name of Partner, who has signed the Tender Document. (In case of Partnership Firm or otherwise as the case may be).

This letter shall form part of the contract document and shall be signed and uploaded along with the tender documents.

BANK GUARANTEE FOR SECURITY DEPOSIT FORMAT

(To be prepared on Stamp paper issued in the name of Bank)

This BANK GUARANTEE No. _____ made this day of _____ between _____ a bank incorporated and

having its registered office at _____ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and **BRAHMAPUTRA VALLEY FERTILIZER CORPOTATION LIMITED**, a Company registered in India under Companies Act, 1956 and having its registered office at Shillong, Meghalaya, India to the context or contrary to the meaning thereof include its successors and assigns on the other part.

WHEREAS in pursuance to the agreement No. _____ dated _____ (hereinafter called CONTRACT) entered into between **BRAHMAPUTRA VALLEY FERTILIZER CORPOTATION LIMITED** (hereinafter called OWNER and _____ a Company incorporated in _____

(hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of

_____ as envisaged in the Contract,

Contractor has to submit a SECURITY DEPOSIT for Rs. _____

CONTRACTOR accordingly agrees to furnish the Bank Guarantee for Security Deposit as hereinafter contained towards fulfillment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to

OWNER that the BANK is holding the amount of Rs. _____ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfill its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice.

The decision of the Owner as to whether the terms and conditions of this BANK GUARANTEE FOR SECURITY DEPOSIT have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this BANK GUARANTEE FOR SECURITY DEPOSIT is limited to Rs. _____.

2. This BANK GUARANTEE FOR SECURITY DEPOSIT shall be valid for an initial period of

_____ months from the date of this Bank Guarantee No. _____ dated _____

given by the Bank to Owner become effective. Upon issuance of Commissioning / Erection / Completion certificate according to terms of contract on expiry of _____ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the BANK GUARANTEE FOR SECURITY DEPOSIT shall become null and void.

3. This BANK GUARANTEE FOR SECURITY DEPOSIT shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Bank Guarantee for Security Deposit will remain in force initially up to _____ months from the effective date of Bank Guarantee No. _____ dated _____ given by the Bank to the Owner and subject to provisions of Annexure

paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.

5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.

6. The BANK GUARANTEE FOR SECURITY DEPOSIT is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated _____ this _____ day of _____.

(Indicate the name of the Bank with stamp)