



BVFCL NAMRUP
A Govt of India Undertaking
BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED

(A GOVT. OF INDIA UNDERTAKING)

NAMRUP

Please reply to:

Dy. Finance manager
BVFC, Namrup
P.O. Parbatpur - 786 623
Dist. Dibrugarh (Assam), India

T/Phone -374 2500547; e-mail: finance@bvfc.co.in, www.bvfc.com CIN No: u24123a s2002goi006786

NOTICE INVITING TENDER

1. NIT No. : A/XII/2019-20/GST-Audit /AKS/01
2. NIT DATE : 17/05/2019
3. DATE OF ISSUE : 20/05/2019
4. TYPE OF BID : Two Stages System
5. PRE BID MEETING : 24/05/2019
5. LAST DATE /TIME OF RECEIVING TENDER : 31/05/ at 03:00 PM
6. TECHNICAL BID OPENING : 31/05/2019 at 03:30 PM
7. PRICE BID OPENING : 03/06/2019 at 03:30 PM
8. EARNEST MONEY DEPOSIT : Rs. 500.00

Open tenders limited to state of Assam are hereby invited in two bid system (techno economic & price bid) from the CA & ICWA professional firms having active & working office in Dibrugarh and Tinsukia District of Assam for the below described Audit agenda.

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP INVITES SEALED BIDS IN DOUBLE STAGE FOR THE FOLLOWING JOB:				
SL.NO.	Brief Description Of Work	EMD	Duration of auditing	Tender paper cost
1	Appointment of GST & VAT auditor for FY 2017-18 for audit program in BVFCL from working camp at Namrup against GSTIN of Assam, West Bengal, Bihar, Tripura, and Manipur & UP.	500/-	15 days from the date of issue of work order.	nil


(P.C.gupta)

DGM(F)

Annexure-I:

Appointment of GST & VAT auditor for FY 2017-18 for audit program in BVFCL from working camp at Namrup against GSTIN of Assam, West Bengal, Bihar, Tripura, and Manipur & UP.

REF: NIT No. A/XII/2019- 20/GST-Audit /AKS/01

Date: 17/05/2019

Quotation of Professional fee:

S.No.	Particulars	Quoted Audit FEE in Rupees (Rs)
1	Audit fee for complete work Under VAT regime from April 2017 to June 2017.	
2	Audit fee for complete work of GST audit from 1 st July 2017 to 31 st March 2018 under section 35(5) of CGST act 2017	
3	GST @18% (whatever it may be in due time)	
4	Total in INR	

Annexure-II:

No deviation certificate

Appointment of GST & VAT auditor for FY 2017-18 for audit program in BVFCL from working camp at Namrup against GSTIN of Assam, West Bengal, Bihar, Tripura, and Manipur & UP.

NIT No.: : NIT No. A/XII/2019- 20/GST-Audit /AKS/01

Date: 17/05/2019

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender. We confirm that providing professional services for auditing of Goods and Services Tax (GST) by us shall conform to the specifications mentioned in Eligibility & Evaluation.

Signature
With name,
Designation & seal of the firm

NOTICE INVITING TENDER

REF: NIT No. A/XII/2019- 20/GST-Audit /AKS/01

Date: 17/05/2019

Subject: Appointment of GST & VAT auditor for FY 2017-18 for audit program in BVFCL from working camp at Namrup **against** GSTIN of Assam, West Bengal, Bihar, Tripura, Manipur & UP.

Dear Madam/Sir,

Sealed tenders are hereby invited on behalf of **BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED NAMRUP (BVFCL)** in two bid system (techno economic & price bid) from the CA & ICWA professional firm having its **active & working office** in Assam for the below described audit agenda under section 35(5) of CGST Act 2017. A set of document is enclosed herewith, for submission of your most competitive offer.

A). Prequalification Criteria for tendering bid and its supporting document:

- 1). **Turnover:** Turnover of Biding entity should be at least **Rs 20.00 lakhs** in any of the 3 (three) previous financial years ending 31st March 2018. The Bidder will provide the Audited Accounts for the above said period.
- 2). The qualified professional firm should have at least two partners in active manner.
- 3). Those firm well experienced & performed audit in the PSU having a turnover of **Rs 400.00 crores and above** in any year in the last five years from the bidding date will be preferred.
- 4). **GST/VAT Consultant** firm that was engaged for the period 2017-18 will not be considered for NIT to avoid conflict of interest.
- 5). BVFCL will oblige MSME rules/notification by Ministry of Micro, small & medium enterprises Govt. of India.
- 6). **Office/work hub:** That firm having working office in the district of Dibrugarh and Tinsukia will be preferable for the NIT. If BVFCL need manual assistant during the tenure which can be possible from work hub/office as situated.
- 7). Documents regarding certificate of registration /practice of the firm.
- 8). Copy of PAN of the Firm or partner concerned.
- 9). Copy of GST Registration Certificate.
- 10). Documents regarding experience of the firm for bid evaluation criteria.
- 11). Documents regarding assignments/works order and performance certificate.
- 12). Copy of MSME Registration Certificate if party claim MSME privilege.

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

Further, *a pre-bid meeting will be held on 24th of May at 10.30 am* in the office of Dy. GM (Finance) for the purposes transparency of functioning of BVFCL.

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.

B). Instruction to Bidders:



1). Earnest Money: Rs. 5,00/- against Earnest Money to be deposited in (NEFT): SBI NAMRUP Account No.: 10701519301, IFSC: SBIN0000223, MICR:786002102

2). Tender to be submitted to: **Dy. Finance Manager, BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP, DIST- DIBRUGARH, ASSAM PIN 786623.**

3) Interested bidders are requested to submit the sealed tender under the two bid System (one techno commercial other Price quotation). Envelopes containing Techno commercial Bid will be super scribed as **A "technical bid"** & enquiry number other envelope should be sealed also scribed as **B "price bid"** & NIT No and one more 3rd also separate envelope for earnest money receipt scribed as **C** will be included in one contained envelope mentioning NIT No also addressing to BVFCL D.G.M (F). The bidder should mention clearly his Name & address in the envelops.

4). Forwarding Letter confirming all terms & conditions of tender.

5). Quotation in **Annexure I.**

6). No deviation certificate **Annexure-II.**

7). 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.

8). Documents in support of experience requirement as mentioned at SL. No. A). 11. of NIT.

9). 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 (Audit) Firm:

The firm should depute at least two to three staff at the time of running the audit program in BVFCL. They have to communicate by e-mail to 'finance@bvfc.co.in' or over telephone 0374 2500547 regarding their arrival at BVFCL prior to two days for arranging gate pass & guest house accommodation.

The techno economy bid shall be scrutinized to determine the norms of qualification eligible to the NIT. Quoted rates/prices bid shall be checked to determine arithmetical correctness of the bid.

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). Brief description of the area of work as per GSTIN wise:

BVFCL possesses following GSTIN as 1) Assam 2) Manipur 3) Bihar 4) West Bengal 5) Tripura & 6) Uttar Pradesh.

2) Manufacturing product: 1) BVFCL is producer of Urea, Marketed, Sales & Distributed under the brand name "**Mukta**". Urea is sold through its dealer network to North Eastern States,



West Bengal and Bihar also exports to Nepal. BVFCL is major supplier of urea in North-East region.

3) Bio-fertilizers & Vermi Compost:

BVFCL is successfully producing and selling Biofertilizers. The capacity of the unit is 20 MT annually. Four strains of Bio-fertilizer can be produced namely Rhizobium, Azotobacter, Azospirillum, Phosphate Solubilising Bacteria.

E) TIMELINE, DELIVERABLES, PAYMENT TERM & INVOICING PROCEDURE:

1). **Timelines** : The appointed audit firm will be given 15 days (fifteen days) time line inclusion of Sunday & festival holiday which are observed in BVFCL. Further, time line include Scope of Work of working, preparation of all requisite documents and reports related to **GSTR 9C**.

2). **Deliverable** : By any how the entrusted audit firm will be liable to meet statutory compliance under **CGST as well as VAT Act** as required by audit under CGST act 2017.

3). **Payment Term:**

Company shall pay professional fee to the audit firm, 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 at actual rate payable to the auditor for the total audit job as 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:

S. No	Deliverable/ Mile stones	% of Payment of the fee quoted for the respective scope of work
1	End of audit ,certification and submission of all requisite filled form/ reports	80%
2	Completion uploading of all returns related to GST R	20%

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) Auditor will 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 Audit Work. In case any exigency may arise regarding audit 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 Auditor shall be made by the Company at their designated bank. All bank charges will be debited to Auditors account.
- 5) Auditor 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 Auditor of any item under dispute, specifying the reasons thereof, in which event, 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 Auditor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Auditor'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 Guwahati High Court

K) Assignment and Subcontracting:

L) 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.

M) Termination:

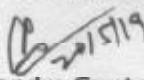
BVFCL reserves the right to terminate the Order in whole or in any part by serving 15 days written or fax notice to the auditors at any time prior to completion of the contract period.

N) 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.

The Audit contract will be awarded initially for one term audit period. BVFCL Management reserves the right to extent the tenure of the contract for next year audit period subject to finding of optimum satisfactory performance of the audit team.

For and on behalf of
BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED


Prem Chandra Gupta
Deputy General Manager (F)