



**Bihar State Milk
Co-operative Federation Ltd.**

Bihar State Milk Co-operative Federation



***OUTSOURCING OF
INCOME TAX AND TDS***

Corporate office

Dairy development complex,

P.O.-Bihar veterinary college,

Patna-800014

Tele fax – 0612-2224017

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NIT NO. : 3010

Date: 01/08/2024

Expression of Interest (EOI)

EOI is being invited from reputed and experienced legal Firms including Proprietorship/CA Firms including Proprietorship/Lawyers/Chartered Accountants for outsourcing the Income Tax & TDS related work & services of COMFED and its Units situated in Bihar & Jharkhand on retainership basis for a period of three years.

The interested firms may download the detailed terms of reference of EOI from our website www.sudha.coop and may submit their details as per the requirements of EOI well before 27.08.2024.

The undersigned reserves the right to cancel or modify the terms without assigning the reasons.



Sd/-

GENERAL MANAGER
COMFED, Patna

Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder or applicants whether in documentary form by or on behalf of Bihar State milk Cooperative Federation Ltd (COMFED), is provided to the Bidder on the terms and conditions set outlined this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by COMFED to any parties other than the applicants who are qualified to submit the Bids ("Bidders"). The purpose of this RFP document is to provide Bidder with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP document and where necessary obtain independent advice. COMFED makes no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of this RFP document. COMFED may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.



FACT SHEET

Activity	Scheduled Date
Non-refundable cost of RFP document	INR 1,180/- (Incl. of GST)– Non-Refundable. To be submitted through demand draft in hard copy alongwith tender. MSME certificate in lieu of above fees may not be accepted.
Earnest Money Deposit (EMD)	INR 10,000/- (INR Ten thousand only) – Refundable EMD can be submitted through demand draft or through Bank Guarantee submitted in hard copy alongwith tender. MSME certificate in lieu of above fees may not be accepted.
Bid Document Download Start Date	From 03.08.2024 Through website www.sudha.coop
Physical Bid Submission End Date & Time by the bidders	27.08.2024 up to 05.00 pm at address Managing Director COMFED HQ Dairy Development Complex, PO – B.V. College, Patna – 800014
Date, Time & Place of opening of Technical Bid (Bid Part 1)	28.08.2024 at 11.00 pm, Place - COMFED HQ Accounts Section Dairy Development Complex, PO – B.V. College, Patna – 800014
Date, Time & Place of Technical Presentation	Date and Time: To be communicated. Address: Bihar State Milk Co-operative Federation Ltd. (COMFED), Dairy Development Complex, Patna, Bihar
Date and time of opening of price bid	Date and Time will be communicated later after approval of technical bids and technical presentations.
Validity	180 Days (One hundred eighty days)
Finalization of Bidder	Date to be decided
Website	https://sudha.coop

Information to Bidders (ITB)

- (1) The bidders are requested to go through the terms and conditions of EOI by downloading the EOI from our website www.sudha.coop and go through carefully before submission of documents.
- (2) The eligible bidders are required to submit the bid through their partner or officials authorized for the purpose of signing the documents.
- (3) Bidders are required to submit their details in Technical Form and commercial details in Commercial Form separately in a separate envelope and both the sealed envelope should be placed in large single envelope superscribing as **“EOI for Income Tax and TDS Retainership”**.
- (4) However, for participation in the tender, the bidder shall have to pay a non-refundable tender fee.
- (5) The undersigned reserves the right to cancel the tender without assigning any reasons before the award of work.
- (6) The bid data should be filled in and the bid seals of all the envelopes and the documents which are to be submitted by the bidders should be sent via post only as per tender schedule (Key Dates).
- (7) COMFED reserves the right to reject any or all the tenders or accept any tender in full or part as considered advantageous to COMFED, whether it is lowest or not, without assigning any reason whatsoever it may be.
- (8) Last date for submission of Bid documents {Cover-1 (Technical Bid) & Cover-2 (Financial Bid)} shall be as per tender schedule key dates. The same shall be opened as per key dates. The date of opening of Technical Bid & Financial bid shall be the date of opening of tender for all the purpose.
- (9) The undersigned reserves the right to cancel the tender without assigning any reasons before the award of work.

GENERAL MANAGER
COMFED, Patna

1. INTRODUCTION

1.1 Background

Bihar State milk Co-operative Federation Ltd (COMFED), a State Level Co-operative Federation established by the Govt. of Bihar in 1983 and later on it became a deemed Multi State Co-operative Society due to bifurcation of erstwhile State of Bihar and creation of State of Jharkhand in the year 2000.

1.1.1. COMFED's area of operation is Bihar & Jharkhand and currently has eight district level affiliated milk unions as well as Ten dairy marketing units & one Cattle Feed Plant at Ranchi, the details of which are as below: -

1.1.2. COMFED has eight affiliated Milk Unions and Ten marketing dairies situated in the State of Bihar and Jharkhand, Delhi and Northeast.

1.1.3. **The details of Marketing Dairies/Cattle Feed Plant under the control of COMFED and which will be under scope of work, are as below: -**

1.1.3.1. Jamshedpur Dairy, Jamshedpur. The plant is situated in Aadiyapur Industrial Area, Jamshedpur and covers the marketing area of East & West Singhbhum, Jamshedpur and part of Odisha district.

1.1.3.2. Ranchi Dairy, Ranchi is situated in HEC Sector-2 and covers Ranchi, Gumla, Lohardagga, Hajaribagh, Chatra, Ramgarh, Khunti .

1.1.3.3. Bokaro Dairy, Bokaro is situated in Sector-12 in Bokaro and covers Bokaro, Dhanbad, Giridih and West Bengal area.

1.1.3.4. Cattle Feed plant, Ranchi situated at Hotwar, Ranchi

1.1.3.5. Purnea Dairy, Purnea covers procurement and milk marketing in Purnea, Araria. Katihar and Kisangunj

1.1.3.6. Nalanda Dairy, Nalanda is centralized ultra-modern dairy plant.

1.1.3.7. PMC Patna, PMC Ranchi, PMC Kolkata, PMC Delhi, and PMC Guwahati only marketing area.

1.2 ILLUSTRATIVE SCOPE OF WORK:

COMFED proposes to invite bids from the registered legal Firms including Proprietorship/CA Firms including Proprietorship/Lawyers/Chartered Accountants for outsourcing of Income Tax, Professional Tax and TDS related work/services of "BIHAR STATE MILK CO-OPERATIVE FEDERATION."

- ✓ Monthly data collection for tax deposit of employees, parties & vendor of COMFED.
- ✓ Income Tax filing as per statutory Guidelines.
- ✓ Annual and quarterly filling (TDS)

- ✓ TDS related work for COMFED
 - ✓ Calculation of Professional Tax Payment & filling for both Bihar and Jharkhand units(incl. PMC Ranchi)
 - ✓ Calculation of TDS Payment & filling for both Bihar and Jharkhand units (incl. PMC Ranchi)
 - ✓ Additional monitoring of PMCs (North-East, Delhi & Kolkata)
 - ✓ Documentation work and appearing before tribunal for any legal cases pertaining to IT & TDS.
 - ✓ Additional monitoring of PMCs (North-East, Delhi & Kolkata)
-
- All work assigned here forth will be for COMFED and its all units of Bihar (Koshi and Nalanda), Jharkhand (Jamshedpur, Ranchi, CFP, PMC Ranchi and Bokaro), PMC Delhi, Northeast & Kolkata.
 - For detailed scope of work refer pg. no. 20-21.

1.3 DELIVERABLES AND TIMELINES:

2. QUALIFICATION CRITERIA

The assigned work should complete within **the prescribed timeline or the statutory due date whichever is earlier** from the date of issue of work order. Sufficient nos. competent staff should be deputed immediately, and the team members must be promptly available for the assignment as and when required. The Qualification Submissions of the Bidders would be checked for responsiveness with the requirements of the RFP and shall be evaluated as per the Criteria set out in the RFP.

➤ General eligibility criteria

- ✓ The bidding is open for legal Firms including Proprietorship/ Lawyers who are member of the Bar council/ CA Firms including Proprietorship/ Chartered Accountants who are member of the Institute of the Chartered Accountants of India. Documentary evidence may be submitted.
- ✓ The bidder should have completed a minimum of ten years as on 01/07/2024 from the date of establishment of the firm/ certificate of Practice. The date of establishment shall be considered as per Firm constitution certificate/ certificate of Practice. The documentary evidence needs to be submitted.

- ✓ The bidder should have a minimum of 10 years of experience of Income TAX and TDS practitioner related work in Central Govt./State Govt./PSU/COMFED or its Milk Unions. The bidder should submit documentary evidence of having experience if any.
- ✓ The bidder firm should have minimum turnover of Rs.10.00 lakhs each in last three years (i.e for FY-2020-21, 2021-22 and 2022-23).
- ✓ The Bidder should have Head office/Branch Office at Patna (Bihar)/Ranchi (Jharkhand).

BIDDING PROCESS & CLARIFICATION ORDER

3.1 DETAILS OF THE TECHNICAL BID TO BE SUBMITTED BY THE APPLICANTS

The bid can be downloaded from website www.sudha.coop and submitted offline to Managing Director, Bihar State Milk Co-operative Federation Ltd., Dairy Development Complex, PO – B.V. College, Patna – 800014. The following details are to be submitted by the Bidder along with the application.

1. Cost of Tender
2. EMD in the form of Demand Draft in favour of Bihar State Milk Co-operative Federation Ltd. payable at Patna from any Nationalized/Scheduled Bank of India or Bank Guarantee (To be submitted with bid in hard copy in the form of Bank Guarantee).
3. Letter of Submission.
4. Name and address of firm/ individual along with Registration No. and years of operation.
5. List of projects undertaken by the Bidder.
6. PAN, GST, Registration Certificate.

7. All the documentary evidence as directed in Section 2 – “General Eligibility Criteria” and Section 4 – “Selection and Evaluation Criteria”. The documents should be attached in the proper designated place.

3.2 SUBMISSION OF BIDS

- I. Bidders shall submit tenders only through post in sealed envelope in the following two parts. Physical submission of document/bid may be required.
 - Part-I (Cover- 1) – The bidders shall require depositing EMD via DD as specified in “FACT SHEET “of the RFP to submit the same in Cover (1).
 - Part-I (Cover –2) - The bidders shall be required to submit the following documents (all documents should be attested by the authorized person of the firm) in Cover-(2) which shall form technical bid.
 - Schedule-I- Duly notarized undertaking.
 - Schedule-II– CA Certificate against Financial requirement of the tender and audited Profit and Loss statement for past three years (i.e for FY-2020-21, 2021-22 and 2022-23).
 - Forms for Technical Proposals.
 - Documents against qualifying requirement of the RFP
 - Duly Notarized Partnership Deed / Power of Attorney / Resolution of Bidder authorizing a person to sign the document in case of bidder is partnership firm / registered under Company Act.
 - The bidder should not have been prohibited by any regulatory authority in offering such services and should not have ever been blacklisted /debarred by any authority in the past. Self-certified letter in this regard would be required.

In case of erroneous/ non-submission/ missing of any of the document required as per the provision of the bidding document. COMFED will have full right to reject the bid or evaluate the bid with the documents submitted. COMFED may however ask the bidder for a clarification of its bid.

- Part-2 (Cover-3) -The bidders shall quote their fees only in Schedule-I.

- ii. The bidders are expected to be fully conversant with all the clauses of the bid document before submitting the bid. However, prospective bidder (s) regarding any clarification on bidding document may notify COMFED in writing. Post award of contract, any interpretation to any clause of the bid document shall not be entertained.

NOTE:

- The date of opening of technical and financial/ price bid shall be as per tender document.
- In case any of above date(s) is declared as holiday/local holiday, then the date(s) will be shifted to next working day.
- The proposal shall be submitted only offline in hard copy, no other mode of bid submission will be accepted.
- All pages of the Proposal shall be signed by the eligible authority.
- Complete proposal must be submitted on or before the Bid Due Date and time.

3.3 CORRESPONDENCE/ PRE - BID QUERIES

Bidders requiring specific points of clarification may communicate with COMFED during the period specified under “FACT SHEET”. The queries can be submitted by email at: sudhaaccts@gmail.com in the format* given below with the subject of the e-mail mentioned as {Pre-bid Query for Legal Firm - “Firm Name”}:

Bidders Request for Clarification		
Name of Organization submitting request	Name and Position of person submitting request	Details of person and organization
		Address: Tel/ Mobile: E-mail:

S. No	Bidding Document Reference (Number//Page)	Content of RFP requiring Clarification	Points of Clarification Required	Suggestions (If Any)
1				
2				
3				

*To be submitted in both PDF (signed by authorized signatory) and editable MS-Excel file format.

3.4 BID SECURITY

1. Proposals must be accompanied by a 'Bid Security' (EMD). EMD can be submitted through Demand Draft in favour of Bihar State Milk Co-operative Federation Ltd. Payable at Patna from any nationalized/scheduled bank of India or in Bank Guarantee form. (For details of EMD in offline/ Bank Guarantee form refer to FACT SHEET). The Bid Security must be kept valid throughout the Proposal Validity Period and shall be required to be extended if required by COMFED.
2. The Bid Security shall be in the form Demand Draft or a Bank Guarantee in favour of 'Bihar State Milk Co-operative Federation Ltd.' payable at Patna drawn on any scheduled Bank payable at Patna.
3. The Bid Security shall be returned to the unsuccessful Bidders after the signing of Agreement between COMFED and the Successful Bidder.
4. The bid security of the successful bidder will be returned to the successful bidder on the submission of the Performance Security as specified in the RFP document.
5. Bids submitted without Tender fee and Bid Security shall be rejected.
6. The Bid Security shall be forfeited in the following cases:
 - a. If the Bidder withdraws its Proposal.
 - b. If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; and
 - c. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
 - d. If the bidder, after the award of work order, fails to submit the performance security within the stipulated time.

3.5 AMENDMENTS TO RFP

- ✓ At any time prior to the Proposal Due Date, as indicated in the RFP Time Schedule, COMFED may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, amend the RFP by the issuance of Addenda. Such Addenda would be posted only on the website www.sudha.coop.
- ✓ To allow Bidders reasonable time to take the Addendum into account, or for any other reason, COMFED may, at its discretion, extend the Proposal Due Date.

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- ✓ The Proposals/Bids received will be scrutinized to assess their eligibility based on the prequalifying/ eligibility criteria. Those Proposals/Bids which do not meet the eligibility criteria will be rejected, forthwith, or at any stage of detection.
 - ✓ COMFED may seek clarification/ additional documents to evaluate the information provided by the bidders related to the RFP evaluation criteria.
 - ✓ The technical proposals submitted by eligible bidders shall be evaluated by a Selection Committee of COMFED on the following criteria:

4.1 Evaluation of Technical Proposals

#	Criteria	Maximum Marks (100)	Required documentary evidence
1	<p>The bidder should have completed a minimum of 10 years as on 01/07/2024 from the date of establishment of the firm/Certificate of Practice.</p> <ul style="list-style-type: none"> ▪ 10 years – 10 marks ▪ +10 yrs. to 15 Years – 15 marks ▪ Above 15 Years – 20 marks 	20	Certificate of Incorporation/Certificate of Practice/Article of Associations/GST registration Certificate/PAN

2	<p>The bidder must have experience as Income TAX /TDS consultant with Central Govt./State Govt./PSU/COMFED or its Milk Unions</p> <ul style="list-style-type: none"> ▪ 10 years – 10 marks ▪ +10 yrs. to 15 Years – 15 marks ▪ Above 15 Years – 20 marks 	20	<p>Attach documentary proof of agreement/work order/ Central Govt./State Govt./PSU/co-operative.</p>
3	<p>Currently serving or served in last five years as Income TAX /TDS Consultant on retainership basis for a minimum period of one year in Central Govt./State Govt./PSU/COMFED or its Milk Unions whose Turnover (Revenue from Operations) for year ended March 2024 is:</p> <ul style="list-style-type: none"> ▪ Rs.50 Crore to Rs. 100crs – 10 marks ▪ >Rs.100 Cr. and Up to Rs.500 Cr. – 15 marks ▪ >Above Rs.500 Cr – 20 marks 	20	<p>Attach documentary proof of agreement/work order/project completion certificate from Central Govt./State Govt./PSU/co-operative.</p>
4	<p>The bidder must have registered fully functional & well – staffed office in Patna/Ranchi</p>	10	<p>Certificate of Incorporation/Article of Associations/GST registration Certificate</p>
5	<p>The bidder firm having manpower strength of 5.</p>	10	<p>Self-certificate or EPF certificate</p>
6	<p>Strategy Presentation- It should contain.</p> <ul style="list-style-type: none"> ➤ Workflow Strategy & ➤ Creative and communication strategy 	20	<p>Bidders may be called for PPT presentation. Date may be communicated.</p>

*Note: For this RFP, the Technical Score (ST) has a total weight of 70% of the total marks

4.2 Evaluation of Financial Proposals

- (i) The Financial Proposals of bidders whose proposals meet the technical evaluation criteria i.e., minimum 70% Technical Score (ST) in the technical evaluation, shall be opened at the prescribed date and time.
- (ii) Final evaluation shall be based on total Financial Bid submitted. Bidders will quote the cost of the assignment in Rupees as per the financial proposal format.
- (iii) For financial evaluation, the monthly cost inclusive of GST/other applicable taxes indicated in the Financial Proposal shall be evaluated.
- (iv) COMFED will determine whether the Financial Proposals are complete, unqualified, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any services shall not entitle the selected Bidder to be compensated and the liability to fulfil its obligations as per the scope of services mentioned in this RFP is within the total quoted Service Charge shall be that of the Bidder.
- (v) The bid price will include all taxes and levies including GST and shall be in Indian Rupees and mentioned separately. However, GST shall be payable at applicable rates.
- (vi) Any conditional bid would be rejected.
- (vii) Errors & Rectification - Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".
- (viii) Formula to determine the scores for the Financial Bids shall be as follows:

$$SF = (FL / F) * 100,$$

Where:

- SF is the Financial Score
- FL is the value of lowest Commercial Bid
- F is the price quoted in the bid under consideration.

4.3 Final Evaluation of Proposals

- The Total score of the Bidder will be determined as under

$$\text{Total Score (TS)} = (0.7 \times \text{ST}) + (0.3 \times \text{SF})$$

- ST is the Technical Score
- SF is the Financial Score

4.4 Selection of Bidder

- The Bidder who obtains the highest Total Score will be rated as the best Bid. In the event of a tie, the bid with the highest technical score (ST) will be rated as the best bid and selected for proceedings.
- COMFED may either choose to accept the Proposal of the successful tenderer or invite him for negotiations.
- If the selected Bidder withdraws its Bids or is not selected for any reason mentioned in this RFP, COMFED may invite the second ranked Bidder for negotiations or invite fresh Proposals from these Bidders or take any such measure as may be deemed fit in its discretion, including annulment of the bidding process.

Note: The decision of the COMFED shall be final and binding on the bidder (s) / bidding firms.

4.5 Notification of award:

Post a successful evaluation of the proposals received under this bid process, COMFED shall intimate the successful bidder, by way of a Letter of Intent inviting him to furnish the requisite documents and execute the resultant Contract.

4.6 Arbitration

- ❖ In the event of breach of contract or any dispute in the interpretation of the terms and conditions of this agreement or difference of opinion between the party or any point in agreement or about performance of any obligation hereunder by either party, the parties here to shall use their best efforts to settle such disputes or differences of opinion amicably by mutual negotiation.

- ❖ In case no agreement is reached, either party may forthwith give to other, a notice in writing of the existence of such question, dispute or difference of opinion and same shall be referred to the adjudication of two arbitrators one to be nominated by the COMFED and other to be nominated by the bidder and both the arbitrator shall appoint a presiding arbitrator and the award passed by the arbitration tribunal shall be final and binding on the parties.
- ❖ The provisions of the Arbitration and Conciliation Act of 1996 and the rules there under or any statutory modification or re-enactment thereof for the time being in force shall be governed during the proceedings.
- ❖ The venue of such arbitration shall be Patna, Bihar.

4.7 **Jurisdiction:** The court at Patna shall have exclusive jurisdiction.

5 GENERAL CONDITIONS OF THE CONTRACT

5.1 SECURITY DEPOSIT (SD):

- ❖ A security deposit equal to the value of one month of the billing amount against the tender shall be furnished by the bidder in the form of DD only drawn on any scheduled Bank.
- ❖ No relaxations in submission of Security Deposit against the tender/order shall be granted.
- ❖ The Security Deposit shall be deposited by the bidder within 30 days from the date of receipt of the order.
- ❖ In case the bidder fails to deposit security deposit within the period as specified above, the amount of security deposit shall be adjusted / deducted from their first supply bill and in case amount of Security Deposit is higher than first supply bill then remaining amount of the security deposit shall be adjusted from the subsequent supply bills.
- ❖ Demand drafts should be in favour of “BIHAR STATE MILK COOPERATIVE FEDERATION LTD” Patna drawn on any Nationalized/scheduled bank at Patna.

- ❖ COMFED shall adjust/forfeit the SD against liquidate damages on account of non-execution or part execution of the orders/poor performances of the supplier without any further notice.
- ❖ Security Deposit shall be returned to the supplier only after due and faithful performance of the order and on expiry of guarantee period provided there is no liability to be recovered against the purchase order placed on them.
- ❖ No interest shall be payable by the COMFED on the security deposit submitted by supplier.

5.2 PAYMENT TERMS

- ❖ Payment to contractor on quarterly pro rata basis after submission of bills and after the work done is certified by COMFED headquarters.
- ❖ The payment shall be released only after submission of required documents in proof of compliance with all the necessary requirements.
- ❖ Annual increment of 5% on Basic will be considered on the basis of performance.
- ❖ All payments will be subject to deduction of income tax at source at the prevailing rates of tax as provided in the Income Tax Act.
- ❖ Payments will be made through e-payment. For facilitating e-payment you must provide
 - Beneficiary name
 - Account number.
 - Name of the bank
 - IFSC
 - Nature of account (Saving/ Current/ CC/ OD)
 - Branch code

➤ SUBMISSION OF INVOICES

Bidders shall ensure submission of GST Invoice as per the prescribed formats by the statutory authorities indicating both bidder as well as COMFED GST Reg. No. (10AAAAB2402J1ZN) so to enable COMFED to avail Input Tax Credit.

5.3 PENALTY

A mechanism would be developed by COMFED to ensure providing data to Contracting agency within a week from last date of filing return (Monthly/Quarterly/Annually). A nodal officer would be appointed from COMFED's side for liaisoning. For delay in filing of GST returns or non-filing of return/Failure to comply with any statutory/taxation liability under appropriate law/Failure to inform regarding notice issued by Department or any information, circular related to COMFED due to which COMFED is put to any loss/obligation/penalty or any other penalty levied due to negligence of the legal firm then penalty equal to the maximum 10% of the annual billing amount would be levied on the Contracting agency.

5.4 LEGAL

- The firm will be liable for depositing all taxes, levies, cess etc., on account of service rendered by the firm on behalf of COMFED to concerned tax collection authorities from time to time as per extant rules and regulations.
- The firm shall maintain all statutory registers under the applicable law. You shall produce the same, on demand, to the concerned authority of this office or any other authority under law.

5.5 Period of Contract

The period of the contract will be three year from the date of receipt of the order. The contract may be extended for additional period of 2 years as per satisfaction of work and will be decided by management and firm mutually. COMFED reserves the right to terminate the contract without assigning any reason by giving one month" notice and no claim for any loss or damage or compensation for such termination of contract shall be payable by COMFED or maintainable against COMFED.

6. Special Conditions of the contract

6 SPECIAL CONDITIONS OF THE CONTRACT

- a) The legal firm shall depute sufficient number of competent staff in Bihar headquarter (Patna) for COMFED units/PMC in Bihar **and** for Jharkhand units/PMC in Ranchi, for other PMCs and marketing dairies (in Delhi, North-East and Kolkata) firm may decide the way, to carry out the scope of work at your own cost at our office.

- b) In case of appeal beyond ITAT, then local advocate /firm may be contacted by the respective Unit/PMC.
- c) The authorized person of the legal firm must be available for advising and supervising the activities carried out by legal firm employees for COMFED.
- d) The firm shall file the monthly/quarterly/yearly returns as per TDS or IT Act/rules within the due date & time.
- e) The deputed staff may be advised to observe all safety precautions applicable to the department in which the work is carried out.
- f) COMFED shall not take responsibility for any untoward incidents' accident caused to your personnel due to their negligence. (However, we shall extend all first aid facilities available at our dispensary, if required.)
- g) All the efforts should be made to complete the work strictly as per the scope of work and within the stipulated time.
- h) The legal firm shall be in constant touch with the Head of the Finance department for smooth conduct of work.
- i) Secrecy should be maintained about Information made available during the course of carrying out the work shall be used only for the purpose or bona fide work relating to scope specified by COMFED and not for any other purposes. The outsourced firm shall not divulge the information made available by COMFED or otherwise acquired during the course of audit to any other agency.
- j) Payment of TDS/Income Tax/Professional Tax Monthly/Quarterly/Annually will be done by COMFED as per the advice/Statement presented by the consultant firm.

7 DETAILED SCOPE OF WORK

All work assigned here forth will be for COMFED and its all units of Bihar (Koshi and Nalanda), Jharkhand (Jamshedpur, Ranchi, CFP, Ranchi and Bokaro), Delhi and Northeast including PMC Ranchi & PMC Kolkata.

7.1 INCOME TAX & TDS RELATED WORKS:

Part A of the Form 16 (TDS certificate) shall be downloaded (Part B and A both) from the Income Tax Traces website for employees of COMFED Patna. All the data for purposes of preparation Form 16 (TDS certificate), Part A and B prepared by the Firm through Traces Website in hard copy/ soft copy. The Scope of Work are as under: -

❖ **INDIVIDUAL/VENDOR RELATED WORK:**

- ✓ PAN verification and linking with Aadhar number of each employee and submit the discrepancies report to Finance department, Patna if any.
- ✓ Downloading the Part, A and B of Form 16 (TDS certificate) for all employees of COMFED (including its units & PMC) from the trace's website of Income Tax for the respective FY and will send to employee through E-Mail or hard copy offline.
- ✓ Verify the monthly deduction of income tax of each employee with Part – A of Form 16 and report the discrepancies found to finance department Patna.
- ✓ Correction of irregularities found in Part – A and Part - B of Form 16 (TDS Certificate).
- ✓ Preparation of Part B of Form 16 (TDS certificate) through Traces, based on data made available in soft copy by the finance department Patna for the respective FY.
- ❖
 - ✓ Authenticate and verify the Part B with Part A of Form 16 (TDS certificate) and make correction if required in Part B of Form 16 (TDS certificate).
 - ✓ Inform the discrepancies to finance department Patna for rectification.
 - ✓ Prepare the Form 16 (TDS certificate) (Part –A and Part- B) all employees and make available the same both in hard – in 2 copies & soft copy till 05/05/AY for timely issue to employees of COMFED PATNA.
 - ✓ Investment Document Verification as per Form- 12 BB (Income Tax Act 1961) of each employee.

- ✓ After filing of return, if there is any Default Notice is received from Income Tax Authority, the responsibility for resolving the issue will be rest with the firm/Consultant within one month or any specific time given by the Tax Authority, whichever is earlier.
- ✓ Provide time to time information and latest amendments in TDS.
- ✓ Preparation of data/details for Tax Audit purpose and filing of Income Tax Return for the respective year, Firm/Consultant shall guide/provide required information, whatsoever needed Assistance in statutory Audit.
- ✓ Any other ancillary work to complete the above activities informed by finance department PATNA.
- ✓ Verification of TDS deducted from employee's salary as per Income Tax Act 1961.

❖ **CORPORATE RELATED WORK:**

- ✓ Assistance during Tax Audit of Company to the extent of Activity performed by COMFED and preparation of Report.
- ✓ Quarterly assessment & payment of all statutory Compliance related to Co-operative societies (Incl. 80P & 80TB).
- ✓ Monthly tax deposit of employees, Parties & vendors of COMFED (Incl. its Units & PMC).
- ✓ Income Tax filling as per the Statutory Guidelines
- ✓ Filing of 24Q for the 1st, 2nd, 3rd, 4th Quarter and Annual Return of Salaries in Form 24.
- ✓ Revision Of previous Quarterly Return, if required (Without any additional Cost).
- Firm/Consultant must file revised return of any quarter if situation so arises and for that no extra charges shall be paid by COMFED.
- ✓ Year wise assessment & filling appeal
- ✓ To do documentation and appear before tribunal for any legal cases pertaining to IT & TDS in Bihar & Jharkhand.
- ✓ To keep track of all cases regarding IT & TDS and apprise Management about it.

- ✓ To prepare Bank reconciliation statement related to TDS of all/any Income of COMFED.

❖ **TDS related Work:**

- Collection of all kinds of input data from Finance department for filing TDS and deposit TDS every month.
- Filing of all statutory Returns/ Revised returns of Tax deducted at Source (TDS) deposited under Income Tax Act applicable to company every month and quarterly return & Challan generation.
- You shall calculate interest and advice on demand & penalty etc. related to Tax deducted at Source (TDS) under Income Tax Act applicable to company.
- Preparation of all vouchers and challans related to TDS.

7.2 REPORTING AND PERFORMANCE REVIEW

Reporting and Performance Review shall form an important part of this outsourcing assignment. The bidder shall be required to adhere to the following reporting requirements during the tenure of the contract:

- The distribution of any information pertaining to COMFED shall be treated as major misconduct and shall be dealt with accordingly.
- The bidder firm shall be required to exceptional report to the General Manager/ Accounts officer of the COMFED, Patna.
- Bidder would need to report in writing any matters that come to its notice which is contrary to the statutory provisions with the General Manager during his work.

8. General Instructions to the Bidders

1. Bidders are encouraged to submit their respective Bids after exercising due diligence of factors influencing the implementation of the Project applicable laws and regulations, and any other matter considered relevant by them.

2. The Bidder shall be responsible for all costs associated with the preparation of its Bid and its participation in the bidding process, including but not limited to, site visits field investigations, data gathering, analysis, design etc. as also any discussions/negotiations. COMFED will not be responsible nor in any way liable for such costs, regardless of the conductor's outcome of the bidding process.
3. COMFED may modify the RFP by issuing a notice before Due Date on www.sudha.coop. Any notice thus issued shall be part of the RFP and shall be hosted on our website www.sudha.coop. COMFED will assume no responsibility for non-receipt of the notice.
4. COMFED shall not be liable for any omission, mistake, or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP, the bidding documents, or the bidding process, including any error or mistake therein or in any information or data given by COMFED.
5. All Proposals and any communications with the Bidders will be kept strictly confidential by the COMFED before, during and after the award. Unopened Proposals for reasons whatsoever will be returned to the Bidder and no copy will be retained by the COMFED. All RFP documentation which shall be treated as proprietary documents of COMFED and no part thereof, or any information contained therein may not be published, used, or copied without the prior written consent of COMFED.
6. A bidder must ensure that its employees, officers, advisers, agents, or subcontractors do not place themselves in a position that may or does give rise to an actual potential or perceived conflict of interest between the interests of the COMFED and the Bidder's interests during the procurement process. Conflict of interest means having an interest (whether personal, financial, or otherwise), which interferes or may be perceived as interfering with the ability of the Bidder to submit a fair and objective Proposal.
7. The bidder shall have to enter into an agreement with COMFED within 15 days of issuance of assignment of order if issued.
8. Notwithstanding anything contained in this RFP, COMFED reserves the right to accept or reject any Proposal and to annul the bidding process and reject all Proposals at any time, without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

➤ **BIDDER'S RESPONSIBILITY**

- The Bidder is expected to carefully examine the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk.

- It shall be deemed that prior to the submission of Proposal, the Bidder has:
 - Made a complete and careful examination of terms & conditions/ requirements, and other information set forth in this RFP document.
 - Received all such relevant information as it has requested from COMFED.

The bidders should note that in the absence of any of the schedules/Document, as required in the tender, their offer shall be liable for rejection.

➤ **PROPOSAL DUE DATE:**

- Proposals should be submitted as per information provided in the fact sheet of this RFP.
- Any Bid received by COMFED after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

➤ **VALIDITY OF BIDS:**

Offers should be kept open for acceptance for at least 180 days from the date of opening. Those who do not agree to a validity of 180 days will do so at their own risk and no request for extending the validity is likely to be made from this office. However, if due to any circumstances, beyond control, bidders are advised to extend the validity, they shall not be permitted to revise their rates, offer any rebate or concession while extending the validity which may materially result in any reduction or increase in the computed prices of their original offer.



Annexure- “A”

Qualification Criteria for Income Tax and TDS outsourcing services (Technical bid requirement to be filled up by the Bidder)				
Sl. No	Basic requirement	Specific Requirement	Document Required	No. of pages in doc.
1.	Legal Entity	1. The bidder should be legal Firms including Proprietorship/ Lawyers who are member of the Bar council/ CA Firms including Proprietorship/ Chartered Accountants who are member of the Institute of the Chartered Accountants of India. 2. Firm should have been in operation in India for minimum of ten years.	Copy of Certificate of Incorporation/ Practice or Certified copy of Partnership Deed.	
2.	Registration/ Accreditation	The bidder must have a GST registration certificate.	Copy of GST registration Certificate or GST exemption certificate issued for Advocates	
3.	Relevant Experience	The bidder should have 10 yrs. experience of Income Tax and TDS in Central Govt./State Govt./PSU/COMFED or its Milk Unions.	Supporting Documents to be attached (Work Order / Completion Certificate / Performance Certificate)	
4.	Financial statement	The bidder firm should have minimum turnover of Rs.10.00 lakhs each in last three years (i.e for FY-2020-21, 2021-22 and 2022-23)	Supporting Documents to be attached (profit and loss statement & Balance sheet)	
5	Blacklisting	The bidder should not have been prohibited by any regulatory authority in offering such services and should not have ever been blacklisted /debarred by any authority in the past.	Self-certified letter in this regard would be required	
6	Manpower strength	The bidder firm shall have manpower strength of 5	Self-certification/EPF certificate	
7.	Power of Attorney (If applicable)	In case of Power of Attorney for the bid document.	Power of Attorney certificate for authorized signatory	

Annexure- “B”**Financial Bid**

Bidders are to quote the Lump sum amount as Rating Charges in the following format:

(On the letter head of the firm submitting the bid document)

Particulars	Lump sum Quote (Rs.) for Bihar. (For quarter)	Lump sum Quote (Rs.) for Jharkhand (For quarter)
Professional Charges		
Add: GST		
Total		

NOTES:

- All prices to be quoted in words and figures and in Indian Rupees only. If there is discrepancy between the price/information quoted in words and figures, whichever is the higher of the two shall be taken as bid price.
- The above fee is inclusive of all out-of-pocket expenses. No out-of-pocket expenses shall be paid in addition.
- All item in the table must be quoted failing which the bid is liable to be rejected.
- All taxes, duties, levies etc. should be mentioned separately.
- The amount for evaluation is to be filled-up by Bidders as per above instructions.
- Evaluation shall be done based on L1 basis.
- L1 of both Bihar and Jharkhand units will need to be matched.

Signature of the Bidder

Annexure- “C”

SELF-DECLARATION

I/We have fully read and understood and completely satisfied myself / ourselves of the conditions set forth under the tender and accept the responsibility to carry out the work at the rates mentioned above.

I/We have studied the site requirements and held discussions with all concerned and the rate quoted is after taking into consideration all such costs.

I/We guarantee to commence the work immediately on receipt of the work order.

Place:



Signature of the Bidder

Date:

SCHEDULE – I

(Undertaking)

The following declaration/Undertaking must be submitted by all the bidders on
non-judicial stamp paper worth Rs.1000/- duly notarized.

I _____ proprietor / partner / Director / Authorized Signatory of
M/s. _____ having its Registered Office/Head Office at
_____ Give an Undertaking:

1. That, M/s. _____ have participated against TS No. _____ due for opening on _____ For services of _____
2. I have gone through the tender document and aware with all the requirement of the tender specification.
3. That, the profile of M/s. _____ is as under: -
 - a. Address of Bidder - _____
 - b. GST Registration No. of the firm: _____
 - c. PAN No. of the firm: _____
 - d. Entrepreneurs Memorandum Number (If registered under MSMED Act 2006)- _____ E-mail address of the firm - _____
 - e. Mobile No. - _____
 - f. Name & Branch address of bidder banker - _____
 - g. Bank Account of the firm - _____
 - h. IFSC Code of the branch for RTGS - _____
4. That we confirm that there is no deviation with the commercial terms & conditions requirement of the Tender Specification.
5. That, it is confirmed that we have adequate financial stability and status to meet the financial obligations pursuant to the scope of the assignment.
6. That the COMFED will have full right to cancel the order, if awarded and forfeit the EMD / Performance SD as applicable in event if finds that the information provided as per "Annexure-A" is misleading or false, even at a later date i.e. after opening of Price Bid/Award of Order.

7. I _____ sole proprietor / partner / Director
_____ of M/s. _____ undertake that I am
not interested as a proprietor and/or partner and/or _____ in any
other party/firm, participated in tender No. _____ of COMFED
due for opening on ____/____/2024 for services of _____

8. Regarding Blacklisting / Debarring: -

I/We hereby undertake and submit a declaration that the bidding firm/company is not
debarred/ blacklisted for future business with any of the Central Govt./State Govt./ Any
other.

In case, at any stage if the above declaration is found false or incorrect, the purchaser shall
be free to take any punitive/legal action against bidding firm as may be deemed fit, which
shall be acceptable / binding on bidding firm and the consequences shall be to their
account.

9. Regarding Conflicting Interest: -

I/We _____ Sole Proprietor / Partner / Director of M/s
_____ undertake that the bidding firm do not have conflict of
interest with any other parties in this bidding process as per provision of Clause-6,
Section-8 of the tender.

10. Regarding serving or retired officer(s) or employee(s) of the Discoms of

Bihar.: -

I/We confirm that no serving or retired officer(s) or employee(s) of the Firm is / are
partner(s) / Director(s) of the bidding firm or having shares or has share or has any interest
in his / her firm. It is also confirmed that no partner(s) / Director(s) of the firm has any
close relationship (spouse, son, Daughter, father, mother, or brother) with any serving /
retired officer(s) or employee(s) of the Discoms of BIHAR.

11. Regarding Information / details given: -

I/We _____, the Sole proprietor / partner / Director
authorized signatory of M/s. _____, participating in the
bidding process against tender No. _____ undertake that I am
not interested as a proprietor and/or partner/Director in any other firm participated in the

tender for procurement of _____, and specifically undertake that the bidding firm/Company: -

- a. Not follow & shall not follow unethical/unfair/fraudulent practice in any manner.
- b. Has no conflict of interest with any bidder/firm participating in the tender.
- c. Not concealing any material information.
- d. Not given any misleading fact or statement in the offer/bid submitted against the tender has not been debarred/blacklisted for future business with Purchaser/other Discom of BIHAR.

Further, the COMFED, Bihar will have full right to cancel the order, if awarded and forfeit the EMD/Bid Security & Performance Security Deposit as applicable in the event of the above condition/situation is observed, even at a later date i.e. after opening of Price Bid / award of order.

Note: *The undertaking should be given by the proprietor / Partner/ Director/ Authorized signatory of Tenderer*

PLACE:

DATE:



SIGNATURE OF TENDERER

NAME IN FULL

DESIGNATION/ STATUS IN THE FIRM
COMPANY SEAL

SCHEDULE –II

(ON THE LETTER HEAD OF THE CHARTERED ACCOUNTANT FIRM)

CA CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that “M/s _____” PAN : _____
GSTIN : _____ having its registered / Head office at
_____ (hereinafter
referred to as Firm) have participated in the Tender No. _____ of COMFED, BIHAR.

In Terms of Clause 4 of section 2 of the Tender Conditions the Financial Particulars of the Entity participating in the above said tender are as follows (all the Figures are in Rs.)

- a) The Financial Criteria the latest Financial Year is 2022-23
- b) Total ANNUAL TURNOVER of the Entity for the last three financial years is Rs.
- c) The above said information is true and correct to the best of my knowledge and belief and the Information has been extracted from the Books of Accounts maintained by the entity.

I am aware that (COMFED, BIHAR) is relaying this certificate as a valid proof of Financial Capability of COMFED.

For, _____

Chartered Accountant Firm,

FRN No. _____

CA. _____

(Designation _____)

M. No. _____

UDIN No. _____

Date: _____

Place: _____

Signature and Seal of Chartered Accountant

Note:

- I. The information given above must appear on the website of Institute of Chartered Accountant against the UDIN number as given above.