



BANGLADESH-CHINA POWER COMPANY LTD.

(A Joint Venture of CMC and NWPGL)

UTC Building (Level # 5), 8 Panthapath, Kawran Bazar, Dhaka-1215, Bangladesh
Phone No. 9143908, 9140757, Web: www.bcpcl.org.bd, E-mail: info@bcpcl.org.bd

**REQUEST FOR QUOTATION
FOR**

**Appointment of Independent Tax Consultant (Local) for Corporate
Tax Returns (Financial Year 2023-24) of BCPCL**

BANGLADESH-CHINA POWER COMPANY LTD.

(A Joint Venture of CMC and NWPGL)

**UTC Building (Level-05), 8 Panthapath,
Kawran Bazar, Dhaka-1215, Bangladesh**

Issued Ref.: BCPCL/Procurement/RFQ/2024-25/1105.02

Issued On: November 05, 2024





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To

1. Bangladesh-China Power Company Ltd. has been allocated funds and intends to apply a portion of the funds to eligible payments under the Contract for which this Quotation Document is issued.
2. Detailed Specifications and Design & Drawings for the intended Non-Consultancy Service are available in the office of the Procuring Entity for inspection by the potential Quotationers during office hours on all working days.
3. Quotation is being requested on Unit-Rate/Lump-sum basis.
4. Quotation shall be completed properly, duly signed-dated each page by the authorized signatory and submitted by the date to the office as specified in Para 6 below.
5. No Securities such as Quotation Security (i.e. the traditionally termed Earnest Money, Tender Security) and Performance Security shall be required for submission of the Quotation and execution of the Service (if awarded) respectively.
6. Quotation in a sealed envelope or by fax or through electronic mail on or before 12:30 PM on November 12, 2024. The envelope containing the Quotation must be clearly marked "**Appointment of Independent Tax Consultant (Local) for Corporate Tax Returns (Financial Year 2023-24) of BCPCL**" and "DO NOT OPEN before 1:00 PM on November 12, 2024". Quotations received later than the time specified herein shall not be accepted.
7. Quotations received by fax or through electronic mail shall be sealed-enveloped by the Procuring Entity duly marked as stated in Para 6 above and, all Quotations thus received shall be sent to the Evaluation Committee for evaluation, without opening, by the same date of closing the Quotation.
8. The Procuring Entity may extend the deadline for submission of Quotations on justifiably acceptable grounds duly recorded subject to threshold of ten (10) days.
9. Quotation shall be submitted as per Bill of Quantities of Non-Consultancy Service.
10. All Quotations must be valid for a period of at least 60 (Sixty) days from the closing date of the Quotation.



11. No public opening of Quotations received by the closing date shall be held.
12. Quotationer's rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law, if the Contract is awarded.
13. Rates shall be quoted and, subsequent payments under this Contract shall be made in BDT. The price offered by the Quotationer, if accepted shall remain fixed for the duration of the Contract.
14. Quotationer shall have legal capacity to enter into Contract. Quotationer, in support of its qualification shall be required to submit certified photocopies of latest documents related to valid Trade License, Tax Identification Number (TIN) and VAT Registration Number without which the Quotation may be considered non-responsive.
15. Quotations shall be evaluated based on information and documents submitted with the Quotations, by the Evaluation Committee and, at least three (3) responsive Quotations will be required to determine the lowest evaluated responsive Quotations for award of the Contract.
16. In case of anomalies between unit rates or prices and the total amount quoted, the unit rates or prices shall prevail. In case of discrepancy between words and figures the former will govern. In case of quotation submitted on Lump-sum basis, if anomalies found between figures and words, the words will prevail. Quotationer shall remain bound to accept the arithmetic corrections made by the Evaluation Committee.
17. The execution of intellectual services shall be completed within stipulated time (before last date of Tax Return Submission)
18. Letter inviting the successful Quotationer to sign the Contract shall be issued within 2 (two) days of receipt of approval from the Approving Authority. The Contract shall have to be signed within 2 (two) days of issuing such Letter of Invitation.
19. The Procuring Entity reserves the right to reject all the Quotations or annul the procurement proceedings.

Rashed
Morshed
Rashed Morshed

Superintending Engineer (Procurement)

Bangladesh-China Power Company Ltd.

UTC Building (Level-05), 8 Panthapath, Kawran Bazar,

Dhaka-1215, Bangladesh.

e-mail: rashedmorshed@bcpcl.org.bd

Distribution:

1. Notice Board.
2. Office File.



Quotation Submission Letter

Issued Ref.: BCPCL/Procurement/RFQ/2024-25/1105.02

Issued On: November 05, 2024

Superintending Engineer (Procurement)
Bangladesh-China Power Company Ltd.
UTC Building (Level-05), 8 Panthapath, Kawran Bazar,
Dhaka-1215, Bangladesh.

I/We, the undersigned, offer to execute in conformity with the Conditions of Contract for execution of the Non-Consultancy Service named **Appointment of Independent Tax Consultant (Local) for Corporate Tax Returns (Financial Year 2023-24)** of BCPCL.

The total Price of my/our Quotation is BDT

In Words:

My/Our Quotation shall remain valid for the period stated in the RFQ Document and it shall remain binding upon us and, may be accepted at any time prior to the expiration of its validity period.

I/We declare that I/we have the legal capacity to enter into a contract with you, and have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive or coercive practices. Furthermore, I/we am/are aware of Para 21(e) of the Conditions of Contract and pledge not to indulge in such practices in competing for or in executing the Service.

I/We am/are not submitting more than one Quotation in this RFQ process in my/our own name or other name or in different names. I/We understand that your written invitation to sign the Contract shall become binding upon us, until a formal Contract is signed.

I/We have examined and have no reservations to the RFQ Document issued by you on **November 05, 2024**.

I/We understand that you reserve the right to reject all the Quotations or annul the procurement proceedings without incurring any liability to me/us.



Signature of Quotationer with Seal
Date:

Bill of Quantities

SL. No.	Item	Quantity	Unit Price excluding Tax & VAT (BDT)	Total Price excluding Tax & VAT (BDT)
01	Ensure Income tax return filing and Assessment at the Deputy Commissioner of Taxes (DCT) level under section 166 scheme.	Complete in all respect for Financial Year 2023-24		
02	Ensure Income tax return filing and Assessment at the Deputy Commissioner of Taxes (DCT) level If the income tax return is submitted under section 166 scheme and the file is selected for income tax audit.	After Completion of Audit Procedure		
03	Filing First Appeal and Hearing at the Commissioner Level (If required)	Complete in all respect for each appeal		
04	Filing Appeal and Hearing at the Tribunal Bench (If required)	Complete in all respect for each appeal		
Total excluding Tax & VAT (BDT)				
Tax @10% (BDT)				
VAT @15% (BD)				
Total including Tax & VAT (BDT)				

Total Price (in words)	
Service to be executed in	Work should be done at Corporate Office, UTC Building, Level-5, 8, Panthapath, Kawran Bazar, Dhaka-1215.

[.....] number corrections made by me/us have been duly initialed in this BoQ.

Signature of the Quotationer with Seal	Date:
Name of the Quotationer	

Note:

- Col. 1, 2, 3 & 4 to be filled in by the Procuring Entity and Col. 5, 6 & 7 by the Quotationer.
- Rates or Prices shall include profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges earlier paid or to be paid under the Applicable Law, if the Contract is awarded; including transportation, insurance etc. Whatsoever up to the point of delivery of Goods and related services in all respects to the satisfaction of the Procuring Entity.



Scope of Service

A. Income tax return filing and Assessment at the Deputy Commissioner of Taxes (DCT) level

- 1) Preparing income tax computation and income tax return as per the Income Tax Ordinance, 1984 on the basis of Audited Financial Statements and other related documents of the concerned year provided by the management of Bangladesh-China Power Company Ltd.
- 2) Filing of yearly income tax return under universal self-assessment scheme under Section 82A or under normal assessment scheme under section 166 of the Income Tax Ordinance, 1984 as per decision of the management.
- 3) Review of the documents prepared by Bangladesh-China Power Company Ltd. to attend the hearing called by the Assessing officer and explaining for Bangladesh-China Power Company Ltd. Position.
- 4) Collection of income tax clearance certificate for the relevant assessment year.
- 5) Collection of assessment order and advising to the management of Bangladesh-China Power Company Ltd. on further course of actions.

B. Income tax return filing and Assessment at the Deputy Commissioner of Taxes (DCT) level with Audit

- 1) Preparing income tax computation and income tax return as per the Income Tax Ordinance, 1984 on the basis of Audited Financial Statements and other related documents of the concerned year provided by the management of Bangladesh-China Power Company Ltd.
- 2) Filing of yearly income tax return under universal self-assessment scheme under Section 82A or under normal assessment scheme under section 166 of the Income Tax Ordinance, 1984 as per decision of the management.
- 3) Review of the documents prepared by Bangladesh-China Power Company Ltd. to attend the hearing called by the Assessing officer and explaining for Bangladesh-China Power Company Ltd. Position.
- 4) Collection of income tax clearance certificate for the relevant assessment year.
- 5) Collection of assessment order and advising to the management of Bangladesh-China Power Company Ltd. on further course of actions.
- 6) Will attend the audit if the file is selected for audit.



C. Taxation services at the level of the Commissioner of Taxes (Appeals):

- 1) Assisting to prepare related documents including grounds of appeal for filing the appeal before the Commissioner of Taxes (Appeals).
- 2) Appearing before the Commissioner of Taxes (Appeals) to represent the company on appeal matters and submission of elaboration of the grounds of appeal citing relevant references against the unreasonable and illegal actions of Deputy Commissioner of Taxes (DCT).
- 3) Pursuing the matter to expedite disposal of the appeal.
- 4) Getting the Appeal Order finalized and obtaining the same.
- 5) **If the order is set aside by Appellant authority and fresh assessment is required:**
 - i) Appearing before the Deputy Commissioner of Taxes at hearing to represent the company on taxation matter in response to notices issued by him in respect of assessment of income tax return of the concerned year.
 - ii) Attending the hearing before the Additional Commissioner of Taxes after sending the draft assessment to him by the DCT.
 - iii) Attending the hearing before the Commissioner of Taxes after sending the recommendation report to him by the Additional Commissioner of Taxes.
 - iv) Submitting all supporting documents and written explanations on the requirement of each authority of Taxes (if any).
 - v) Collecting revised Assessment Order, IT-30 and Demand Notice.

D. Taxation service at the level of the Tribunal (2nd Appeal):

- 1) Assisting to prepare related documents including grounds of appeal for filing the appeal before the Taxes Appellate Tribunal.
- 2) Reviewing computation of tax liability under section 158(2) of the Income Tax Ordinance, 1984 prior to filing the appeal to the Tribunal and depositing the same to the concerned Deputy Commissioner of Taxes.
- 3) Appearing before the Taxes Appellate Tribunal to represent the company on appeal matters and submission of elaboration of the grounds of appeal citing relevant decisions of tribunal benches or higher courts against the unreasonable and illegal actions of the DCT and the Commissioner of Taxes (Appeals).
- 4) Pursuing the matter to expedite disposal of the appeal.
- 5) Getting the Order of the Taxes Appellate Tribunal finalized and obtaining the same.
- 6) **If the order is set aside by the Taxes Appellant Tribunal and fresh assessment is required:**
 - i) Appearing before the Deputy Commissioner of Taxes at hearing to represent the company on taxation matter in response to notices issued by him in respect of assessment of income tax return.
 - ii) Attending the hearing before the Additional Commissioner of Taxes after sending the draft assessment to him by the DCT.
 - iii) Attending the hearing before the Commissioner of Taxes after sending the recommendation report to him by the Additional Commissioner of Taxes.
 - iv) Submitting all supporting documents and written explanations on the requirement of each authority of Taxes (if any).
 - v) Collecting revised Assessment Order, IT-30 and Demand Notice.





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Phone No. 9143908, 9140757, Web: www.bcpcl.org.bd, E-mail: info@bcpcl.org.bd

Invitation for signing Contract

Issued Ref.:

Insert Date:

[name of Service Provider _____]
[address _____]

This is to notify you that your **Quotation** dated [dd/mm/yy] for the execution of the Non-Consultancy Service named **Appointment of Independent Tax Consultant (Local) for Corporate Tax Returns (Financial Year 2023-24)** of BCPCL for the Contract Price of Tk [state amount in figures and in words] as corrected, has been approved by the competent authority.

You are thus requested to attend the office of the undersigned to sign the Contract within [insert days] of issuing this Letter of Invitation; but in no case later than [specify dd/mm/yy].

You may proceed with the execution of the Service only upon signing the Contract. You may also please note that this invitation shall constitute the formation of this Contract which shall become binding upon you.

We attach the draft Contract and all other documents for your perusal.

Attachment: Draft Contract

Signature of the Procuring Entity with name and designation
Date: dd/mm/yy



Contract Agreement

THIS AGREEMENT made on this [insert day] day of [insert month and year] between [name and address of Procuring Entity] (hereinafter called "the Procuring Entity") of the one part and [name and address of Service Provider] (hereinafter called "the Service Provider") of the other part:

WHEREAS the Procuring Entity invited Quotation for certain Non-Consultancy Service named **Appointment of Independent Tax Consultant (Local) for Corporate Tax Returns (Financial Year 2023-24) of BCPCL** and has accepted the Quotation submitted by the Quotationer for the execution of those Service in the sum of Taka [insert Contract price in figures and in words] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) the signed Contract Agreement
 - (b) the Letter of Invitation
 - (c) the Conditions of Contract
 - (d) the Specifications
 - (e) the Design and Drawings
 - (f) the priced Bill of Quantities
 - (g) any other document listed anywhere in the Contract.
3. In consideration of the payments to be made by the Procuring Entity to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Entity to execute and complete the Service and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Service Provider in consideration of the execution and completion of the Service and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bangladesh on the day, month and year first written above.

For the Purchaser

For the Service Provider

Signature

Name

Designation

In the presence of

Name



Conditions of Contract

for

Appointment of Independent Tax Consultant (Local) for Corporate Tax Returns (Financial Year 2023-24) of BCPCL

1. Conditions of Contract contained herein shall be binding upon both the contracting parties for the purpose of administration and management of this Contract.
2. Implementation and interpretation of these Conditions of Contract shall, in general, be under the Rules & Regulations of Bangladesh-China Power Company Ltd.
3. The Service Provider shall have to commence the Service on the day of signing of the Contract Agreement and complete the Tax Return Submission within last date of submission to Deputy Commissioner of Taxes and complete the appeal at Commissioner and Tribunal Level if required in conformity in all respects.
4. The Service Provider shall immediately submit to the Procuring Entity a Programme of Service showing the timing for all the activities and components of Service.
5. The Service Provider shall be entitled to an extension of the Intended Completion Date if the Procuring Entity delays in handing over the Site or if Force Majeure situation occurs or for any other reasons acceptable to the Procuring Entity on justifiable grounds duly recorded.
6. The Service Provider shall be entirely responsible for payment of all taxes, duties, fees, and such other levies under the Applicable Law.
7. Notwithstanding any other practice, the method of measurement and mode of payment shall be based on the type of the Contract corresponding to the Bill of Quantities:

Unit-rate Basis

The Procuring Entity shall make payments to the Service Provider in Taka currency and the Final payment shall be made upon fulfilment of all contractual obligations by the Service Provider. The payment will be made by following the rules stated below:

Sl. No.	Description	1 st Payment	2 nd Payment	3 rd Payment
01	02	03	04	05
01	Ensure Income tax return filing and Assessment at the Deputy Commissioner of Taxes (DCT) level under section 166 scheme.	After Completion of Tax Return filling and assessment at the Deputy Commissioner of Taxes level		
02	Ensure Income tax return filing and Assessment at the Deputy Commissioner of Taxes (DCT) level If the income tax return is submitted under section 166 scheme and the file is selected for income tax audit.	After Completion of Tax Return filling and assessment at the Deputy Commissioner of Taxes level and audit is completed		
03	Filing First Appeal and Hearing at the Commissioner Level (If required)		Taxation services at the level of the Commissioner of Taxes (if any)	
04	Filing Appeal and Hearing at the Tribunal Bench (If required)			Taxation services at the level of the Tribunal (if any)

8. The Service Provider's rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law.



9. The total Contract Price is *Amount in Number and Word* Including VAT & IT.
10. No Service under Extra Work Orders shall be permissible and, Service under Variation Orders (except in case of Lump-sum basis) shall under no circumstances exceed fifty (50) percent of the Contract Price subject to threshold specified in the Procurement Procedures and Delegation of Financial Power-2019 of Bangladesh-China Power Company Ltd.
11. The Procuring Entity contracting shall amend the Contract incorporating required approved changes subsequently introduced to the original Conditions of Contract in line with Rules, where necessary.
12. The Procuring Entity shall, within **07 (Seven)** working days after receiving the Service Provider's application:
 - a) scrutinize the Completion Certificate given by the Service Provider and sign accordingly stating that the Service were completed in accordance with the Contract, or
 - b) reject the application, giving reasons and specifying the Service required to be done/redone by the Service Provider to enable issuance of the Completion Certificate.
13. The Service Provider will be entirely responsible for the submission of Tax Return, hearing at Commissioner and Tribunal Level. Any kind of incidents, accidents, loss or damage & payment during this submission will be borne by the Service Provider.
14. The Procuring Entity shall after review the tax return filling & assessment and make changes (if required).
15. The Service Provider shall keep the Procurement Entity harmless and indemnify from any claim, loss of property or life to himself/herself, his/her workmen or staff, any staff of the Procurement Entity or any third party while executing the work. Any claim arising out of execution of the services shall be settled by the Service Provider at his/her own cost and responsibility.
16. The Service Provider shall issue a Completion Certificate of the services after the services are completed, and the Procuring Entity shall acknowledge (sign) upon deciding that the work is completed.
17. The Service Provider shall be subject to, and aware of provision on corruption, fraudulence, collusion and coercion in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008.
18. The Procuring Entity may, by written Notice sent to the Service Provider, terminate the Contract in whole or in part at any time, if the Service Provider:
 - a) fails to sign the Contract or commence the Work within the specified time.
 - b) fails to achieve satisfactory progress of Service in accordance with the Programme of Service.
 - c) fails to complete the Work as per design, drawing and specifications.
 - d) after receipt of a written notice from the Procuring Entity does not remedy its failure within the time period specified therein.
 - e) in the judgement of the Procuring Entity, has engaged in any corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Work.
 - f) fails to perform any other obligation (s) under the Contract.
19. The Procuring Entity and the Service Provider shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation.

