

**Delhi Tourism & Transportation Development Corporation Ltd.**  
18-A, DDA, SCO Complex, Defence Colony, New Delhi – 110024

**NOTICE INVITING TENDER**

Schedule

<b>Sr No</b>	<b>“Quotations for rendering consultancy regarding cancellation/surrender of exemption of Trust”.</b>	<b>Date</b>
1	Tender uploaded on Web site of Delhi tourism.gov.in	30.11.2021
2	Rates to be quoted up to 12.00PM	06.12.2021
3	Opening of Bid at 3.00PM	06.12.2021

## **1. INTRODUCTION AND OBJECTIVE:**

- Delhi Tourism and Transportation Development Corporation Ltd. is an undertaking of National Capital Territory of Delhi, was incorporated in 1975 to promote Tourism in Delhi.
- The Delhi Tourism and Transportation Development Corporation Ltd. has been maintaining its own Employee's Contributory Provident Fund CPF Trust w.e.f, 1<sup>st</sup> June'92 after getting approval from Lieutenant Governor of National Capital Territory of Delhi. CPF Trust has been running its operation by Board of Trustees established by DTTDC as per the rules framed for regulation of such trust according to guidelines set up by EPFO. The Board of Directors in its 198<sup>th</sup> meeting approved the agenda of surrender of DTDC CPF Trust to EPFO, Govt. of India.

For the execution of the entire process/procedure involved in the surrender of the DTTDC EPF Trust as per the rules and provision as envisaged in the Employees Provident Funds & MP Act,1952 and the various schemes framed thereunder DTTDC intends to engage an Agency/Consultant having wide experience of Rules, Procedures, Compliances and Liaison work with EPFO and its offices.

For the above purpose, separate sealed envelopes shall be submitted by the bidder for technical evaluation and financial evaluation respectively by the reputed Consultants engaged in the provision of above services.

## **2. ELIGIBILITY CRITERIA:**

- (a) The bidder should be a Sole proprietor, Partnership firm, LLP or a Company engaged in providing consultancy with at least 2years of experience.
- (b) The bidder should have wide experience of Rules, Procedures, Compliances and Liaison work with EPFO and its offices and should provide at least one proof in the form of Work Order, Work Completion Certificate for provisioning of similar services to a client.
- (c) The bidder should have an office at New Delhi.
- (d) Bidders must provide GST No. and PAN No. of the firm.
- (e) Bidder should submit documentary evidence in support of above.

## **3. COST OF BIDDING:**

The bidder shall bear all costs associated with the preparation and submission of the quotation. The Purchaser, will in no case, be responsible or liable for these costs, regardless of the conduct of the bidding process.

## **4. SCOPE OF WORK**

### **4.1 DRAFTING OF RELEVANT PAPERWORK**

The Agency shall draft the application, resolution and/or any other relevant document that shall be required to be submitted in Employees Provident Fund Organization (EPFO) to initiate the surrender process.

### **4.2 PROVIDING EMPLOYEE SUPPORT**

- (a) The Agency will design comprehensive static presentations which will provide information related to the major issues which an employee might face during the surrender process.
- (b) These presentations/creatives will be designed in the PDF format and will contain the Step-by-Step guide regarding the Activation of UAN, Updating of KYC, Correction of personal details by employees on the Employees Portal of EPFO.
- (c) These presentations will be shared with the employees on Whatsapp/Email and act as a Step-by-Step guide for them to carry out all the relevant procedures on their own.

### **4.3 PREPARATION OF FORM 9**

The updated and relevant details of the employees will be entered in the Form 9 and the same will be submitted in the department during the course of this exercise, if needed.

### **4.4 UPDATION OF GENERAL DATA AND KYC**

- (a) The Agency will first review the existing data of the employees on the portal and update the 'missing details' of the employees including Date of joining, Gender, Date of joining of EPS etc.
- (b) Once the missing details are completed, the Agency will update the KYC of the employees whose UAN are activated. The exercise shall include the feeding of Aadhaar Number, PAN Number and Account details of those employees whose data is same on all the documents including Aadhaar card, PAN card, bank details.

### **4.5 SUBMISSION OF JOINT DECLARATION FORMS**

The completed Joint Declaration Forms of the employees bearing activated UANs who wish to modify their basic details but are not able to do the same, online, shall be submitted along with relevant documents to EPFO by the Agency.

### **4.6 ASSISTANCE IN SELLING OF SECURITIES**

- (a) The Agency will carry out the valuation of the securities held by the Trust and share a certified summarization report of the same.

- (b) The Agency will draft the necessary paperwork/Deal document for the sale process.
- (c) The Agency will calculate the accrued interest of securities held by the Trust.
- (d) The Agency will assist in executing the Delivery Instruction Slip for deliveries.
- (e) The Agency must provide inputs over the valuation for sale of securities bids received by the Trust.

#### **4.7 Preparation OF ANNEXURE K**

- (a) The details of the past accumulations of the employees will be transferred through Annexure K, which will be generated by the Agency on the basis of details of total contribution, interest accrued from the investment as provided by the DTTDC PF Trust.
- (b) The Annexure K completed in all respect will be submitted by the Agency in EPFO.

#### **4.8 COORDINATION WITH EPFO**

- (a) The Agency will act as a single Point of Contact (PoC) for DTTDC PF Trust with EPFO and facilitate the communication between both the Trust/Members during the entire procedure.
- (b) The Agency will respond to all the queries/observations of the DTTDC PF Trust if any, on the basis the information provided by the DTTDC PF Trust to EPFO, as and when required.
- (c) The Agency will facilitate the transfer of past accumulations in the accounts of members after submission of Annexure K to EPFO.

#### **4.9 ASSISTANCE IN THIRD PARTY AUDIT**

- (a) The Agency will assess the existing records/documentation and guide in making necessary preparations to carry out a smooth third-party audit of the Trust.

#### **4.10 ASSISTANCE IN COMPLIANCE AUDIT BY EPFO**

- (a) The Agency will share the documents required by EPFO for the said audit
- (b) The Agency will assess the said documents and assist in preparation for the audit.

#### **4.11 TRANSFER OF REMITTANCE AS AN UNEXEMPTED ESTABLISHMENT**

- (a) The Agency will assist DTTDC in computing and generating the comprehensive challan for the transfer of the remittance to EPFO as an un-exempted establishment, from the month of \_\_\_\_\_ onwards till the completion of the entire exercise of the surrender of the Trust.
- (b) The Agency will keep on providing the assistance regarding challan generation as and when required, till the entire process is completed.

## 5. PROCESS FLOW

- (a) Submission of the application of surrender in the Employees Provident Fund Organization.
- (b) Updation of data of employees to avail the facilities provided by EPFO. This will be carried out simultaneously and will be an ongoing process.
- (c) Preparation of necessary records as prescribed under the EPF & MP Act, 1952.
- (d) Selling of securities in the stipulated period after the receipt of the order/permission to surrender the exemption.
- (e) Preparation and submission of the statement of past accumulations of the employees in the EPF department vide Form K
- (f) Transfer of accumulations standing to the credit of employees (howsoever invested) to EPFO within a stipulated time frame as prescribed under the Act.
- (g) Credit of the past accumulations by EPFO in the accounts of employees after the completion of the internal process of EPFO.
- (h) Compliance Audit and Third-Party Audit might be carried simultaneously as per the orders of the Employee's Provident Fund Organization.

## 6. TIME SCHEDULE

Since the work is to be executed in time bound manner due to statutory nature of activities involved in the process, the agency is expected to follow the prescribed duration for various activities prescribed herein and prescribed duration for each activity will be the essence of the contract.

S.NO.	SCOPE OF WORK	EXPECTED TIMELINE
1	Drafting of relevant paperwork and filing of the application for surrendering the CPF Trust to EPFO	Within 7 working days after appointing the consultancy agency.
2.	Sale of Securities	As soon as a letter received from EPFO, the agency would take the action within 7 working days.
3	Preparation and submission of Annexure K	Within 30 days from the date of delivery of updated data to the Agency by the DTTDC Trust.
4	Updation of Data of employees	1 - 4months, depending in the data provided by employees.
5	Credit of past accumulations in the account of employees	Within 9 months from date of transfer of complete corpus. Extension of up to 6 months will be considered based upon the progress of work.

## 7. MISCELLANEOUS

7.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all

disputes arising under, pursuant to and/or in connection with the Selection Process.

**7.2** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a)** suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (b)** consult with any Applicant in order to receive clarification or further information;
- (c)** retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
- (d)** independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

**7.3** It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

**7.4** All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

**7.5** The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

## **8. PAYMENT TERMS**

- (a)** The first instalment will be of 40% of the Agency Fees (including the GST) on completion of work up till point no. 4.4 of para 4 above.
- (b)** The second instalment will be of 30% of Agency Fees (including the GST) on completion of work up till point no. 4.8 of para 4 above.
- (c)** The third instalment will be of 30% of the Agency Fees (Including the GST) on completion of work up till point no.4.11 and credit of amount in the respective accounts of employees.

## **9. GENERAL TERMS AND CONDITIONS**

- (a) No conditional bid of the participating bidder will be accepted and after being declared as lowest bidder, the bidder shall not refuse to accept the contract/work order.
- (b) Bidder has to submit a declaration along with bid stating they are not blacklisted/delisted by any Govt. agency/PSU/Indian Institutional agency in the last three years
- (c) The bidder should not have any relationship with employee of the Company.
- (d) The Agency should not have been blacklisted or debarred by any Government organization/PSU any government department etc. The Agency shall provide a declaration to DTTDC to this effect along with the technical presentation.

#### **10. PREPARATION OF OFFER:**

The quotations prepared by the bidder shall comprise of the following components:

- (a) Documentary evidences as mentioned in Eligibility Criteria.
- (b) Certificates as mentioned in General Terms and Conditions.
- (c) Price Schedule as per Annexure – I.
- (d) Complete Notice Inviting Quotation (NIQ) document duly signed and stamped on each page by authorized signatory.

#### **11. PERFORMANCE BANK GUARANTEE**

- (a) The Agency shall furnish performance security to DTTDC in the form of Bank Guarantee/ FDR from a scheduled commercial bank or in the form of online transfer in acceptable form for an amount equal to 2% of the value of Work Order immediately on communication as successful bidder before placing of Work Order.
- (b) The proceeds of the performance security shall be payable to DTTDC as compensation for any loss resulting from the suppliers' failure to complete its obligations under the contract.
- (c) The performance security bond will be discharged by the Purchaser after completion of Supplier's performance obligations under the contract.

#### **12. FAILURE TO AGREE WITH THE TERMS AND CONDITIONS OF THE TENDER DOCUMENT**

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the Bid Document shall constitute sufficient grounds for the annulment of the award, in which event DTTDC may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the DTTDC shall invoke the Performance Bank Guarantee of the most responsive bidder. DTTDC holds the right to blacklist the agency in case of breach of terms and conditions of the bid document, or indulging/involving in any fraud and corrupt practices.

### **13. SUBMISSION OF QUOTATIONS:**

- (a) The quotations can be submitted **OFFLINE only**. Your offer complete in all respects along with all enclosures addressed to the undersigned must be dropped in the designated box placed at HQ Delhi Tourism & Transportation Development Corporation Ltd 18-A DDA SCO Complex Defence Colony NEW DELHI -24 **latest by 6<sup>th</sup> of Dec\_2021 properly sealed in wax or by tape super scribed as “Quotations for rendering consultancy regarding cancellation/surrender of exemption of Trust”**.
- (b) Bids received **after stipulated time** will not be accepted.
- (c) The quote (Bid amount) should be clearly mentioned indicating the amount of premium and taxes applicable, if any, and shall be in Indian Rupees only.
- (d) It may kindly be noted that the bids not conforming to the above requirements/conditions are liable to be treated as non-compliant and will not be evaluated unless rectified.

### **14. OPENING OF QUOTATION AND OTHER CONDITIONS:**

- (a) The bids shall be opened on **6<sup>th</sup> Dec 2021** itself at **3.00 PM**. All the bids received shall be opened offline only. The representatives of the bidders may attend the bid opening meeting at above mentioned time whosoever is interested to be present. The Financial bids will be considered for those bidders only who qualify the eligibility criteria along with their supporting documents.
- (b) The financial bids will be evaluated on the basis of total cost to DTTDC including all taxes. The bid will be submitted in Indian Rupees only. The work will be awarded to (L-1) qualified bidder and if the (L-1) bidder fails to comply with all the documents and certificates, his offer shall be rejected.
- (c) The financial bid shall be submitted strictly in the price schedule given in Annexure- I. The bids that do not meet all the tender requirements will be rejected. The final price so evaluated by each bidder shall be ranked in ascending order.

### **15. GENERAL CONDITIONS OF THE ENGAGEMENT**

- (a) The bidders can seek any information/clarification needed if any, prior to submission of their bid either by sending a mail to [\\_\\_\\_cpftrustdttdc@gmail.com](mailto:___cpftrustdttdc@gmail.com) on telephone No: 9811039876 & 9953893321 Any request for information/document sought for post tender after emerging successful shall not be entertained for whatsoever reason.
- (b) DTTDC will reserve its right to cancel the tender or reject one or more bids received without assigning any reason. If there will be a tie in the quotation received from different bidders, DTTDC retains the right to choose the bidder as it deems fit.
- (c) The bidders shall also return a copy of this complete tender document duly countersigned on each page by an authorized signatory along with other

documents. Any cutting or over writing should be attested by the tenderer with full signature and seal.

- (d) DTTDC takes no responsibility for delays, loss or non-receipt of quotation or any letter sent by post/courier.
- (e) The work will be awarded to (L-1) qualified bidder and if the (L-1) bidder fails to comply with all the documents and certificates, his offer shall be rejected.
- (f) **The financial bid shall be submitted strictly in the price schedule given in Annexure - I.** The bids that do not meet all the tender requirements will be rejected. The final price so evaluated by each bidder shall be ranked in ascending order.
- (g) The decision of the Evaluation Committee in the evaluation of responses to the bid shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- (h) Each of the responses shall be evaluated as per the criteria and requirements specified in this Tender Document.

## 16. FRAUD AND CORRUPT PRACTICES

The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this bid document, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the bid, including consideration and evaluation of such Applicant’s Proposal.

- Without prejudice to the rights of the Authority and the rights and remedies which the Authority may have under the Agreement, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Agreement or the execution of the Agreement, such Applicant or Agency shall not be eligible to participate in any tender or bid issued by the Authority during a period of 2 (two) years from the date such Applicant or Agency, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

- For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Agency of the Authority in relation to any matter concerning the Project;

(b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

(d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

#### **17. ARBITRATION:**

In the event of any question, dispute or difference arising under this agreement, the same shall be referred to the sole arbitration of the MD & CEO, DTTDC or to any other officer designated by the MD & CEO as Sole Arbitrator. The award of the arbitrator shall be final and binding on both the parties to the agreement.

#### **18. COMPLIANCE WITH THE LAWS& REGULATION**

The Agency will be required to follow professional ethics and regulatory rules/ laws, if any, while dealing with DTTDC and ensure confidentiality in matters that may

become detrimental/ cause loss or damage to the interest/ image of DTTDC in any manner.

#### **19. LIQUIDATED DAMAGES**

DTTDC reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory, and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by DTTDC from Security Deposit.

#### **20. FORCE MAJEURE**

- a. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.
- b. The term "Force Majeure" as employed herein shall mean acts of God. War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective.
- c. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 Hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, DTTDC shall have the option of cancelling this contract in whole or part at his discretion without and liability at his part.
- d. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

#### **21. NOTICES**

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery or pre-paid Registered/Speed Post with acknowledgement thereof, or transmitted by courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered and if sent by registered post, then on expiry of seven days from the date of posting.

**ANNEXURE 1**

**PRICE SCHEDULE FOR SERVICES**

<b>S.NO.</b>	<b>Basic Price</b>	<b>GST/Other Taxes</b>	<b>Total Price</b>	<b>GST Credit Eligible Amount</b>	<b>Net Cost to DTTDC</b>
<b>1.</b>	<b>2.</b>	<b>3.</b>	<b>4.</b>	<b>5.</b>	<b>6.</b>

- The Agency shall raise the invoice for the proportionate amount based upon the milestone payments prescribed in Para 8 of the NIQ with applicable GST.