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Request for Proposal for Appointment of PF Consultant for STPI Employee's Contributory Provident Fund Trust



Brief introduction of STPI & STPI Employee's Contributory Provident Fund Trust

Software Technology Parks of India (STPI) was established and registered as an autonomous society under the Societies Registration Act, 1860 on June 5, 1991 under the Ministry of Electronics & Information Technology, Govt. of India (formerly known as Department of Electronics). The objective of the society is to implement STP/EHTP Scheme, set up and manage infrastructure facilities and provide other services like technology assessment and professional training etc. Presently 62 Centres of STPI are operational across the country. The headquarters of the STPI is situated at Plate B , 1st Floor, Office Block 1, East Kidwai Nagar, New Delhi-110023 Detailed profile of STPI may please be browsed from URL <u>www.stpi.in</u>

STPI ECPF Trust was established on 18.09.1993 and recognized under Rule 3(1) of Part A of IV Schedule to the I.T. Act 1961 (43 of 1961) with effect from 31.10.1993. STPI ECPF Trust vide notification dated 26.07.2019 issued by Ministry of Labour and Employment has been notified as exempted for the class of employees of the establishment, as defined under clause (f) of Section 17(2) of the EPF & Misc. Provisions Act 1952 read with Paragraph 27A of the said scheme w.e.f 05.06.1994.

STPI ECPF Trust is notified as exempted trust retrospectively, hence, the services on various operational matters are required from the experienced consultants for smooth functioning of the trust.



Scope of Work

- The consultant shall assist and advice the STPI ECPF Trust for completion of all type of compliances (including PF inspections & compliance of 31 conditions for trusts) with RPFC/Income Tax Department/any other department related to EPF/EPS/EDLI scheme.
- 2) The consultant shall do all liaison work with PF department or any other department w.r.t. STPI ECPF Trust.
- 3) The consultant shall prepare and submit all required documents for processing of pension claims of members of STPI ECPF Trust. The consultant shall also do the follow up with RPFC for timely processing of pension claims.
- 4) The consultant shall ensure and complete all the compliances relating with matters of UAN/KYC/E-Nomination of members. The consultant shall also submit all statutory online documents at the portal of EPFO like form 5A/digital signatures etc.
- 5) The consultant shall prepare/maintain/submit all types of forms/registers (manual and online) to RPFC like form-11, form-2, form-13 etc, required for necessary compliances related to EPF/EPS/EDLI scheme.
- 6) The consultant shall prepare the ECR on monthly basis for EPS computation and its submission to EPFO.
- 7) The consultant shall prepare/maintain/submit all types of returns (manual and online) related to EPF/EPS/EDLI scheme like Appendix A, EDLI, ECR, eTDS, Income Return /any other return, Renewal of LEI code etc

- 8) The consultant shall intimate the STPI ECPF Trust for all relevant notification/orders issued by EPFO and help in compliance with new amendments/changes in law/rules.
- 9) The consultant shall advice the STPI ECPF Trust for necessary amendments in the Trust Deed and Trust Rules as amended by EPFO, if required.
- 10) The consultant shall assist the STPI ECPF Trust during inspection/scrutiny of EPFO/RPFC. The consultant shall also assist in timely preparation of all types of documents/submissions required during inspection/scrutiny of EPFO/RPFC. The consultant shall prepare all data required for compliance audit/ contractor's compliance on monthly basis.
- 11) The consultant has to submit its advice/Opinion in writing on any matter related to STPI ECPF Trust as and when desired.
- 12) The consultant shall prepare/submit all documents required to be submitted to EPFO, assist in finalization of audit/Trust balance sheet.
- 13) The consultant shall scrutinize the investment (as per pattern of EPFO) of STPI ECPF Trust on monthly basis and submit its advice for existing and future investment of the trust.
- 14) The consultant shall prepare /submit documents for EPF/EPS transfer in and out for members of STPI ECPF Trust and its follow up with RPFC.
- 15) The consultant shall be available full day at STPI HQs at least 2 days in a week.
- 16) Any other area/scope consider necessary as per the EPFO compliance and STPI ECPF Trust working.



Instruction to Bidders

1. Submission of Bid

The interested bidder meeting the eligibility criteria as defined in the RFP document may submit their bid online in two parts as under:

- a) "Technical Bid" consisting of all technical details in "Form A"
- b) "Financial Bid" as per GEM Format

The complete bid must be submitted online by the due date and time. STPI may, at its discretion, extend this deadline. The bid shall contain no interlineations, erasures or overwriting. Corrections, if any, are required to be authenticated by the authorized signatory. Bid once submitted shall not be allowed to be amended /withdrawn.

2. Contract period

Appointment of consultant for STPI ECPF Trust will be for one year which may be extended till the end of three years on year to year basis on the same terms & conditions and professional fee subject to satisfactory completion of assignment during the relevant financial year. Satisfactory performance shall be primarily assessed on the basis of quality and time line of the task assigned. Further, bases on the performance assessment, extension/re-appointment letter shall be issued for the second and the third year.

3. Assignment

- 1. The successful Bidder need to provide its services as per scope of work defined in the RFP document.
- 2. The bidder shall complete all the assigned work at the office of STPI-HQ.

4. Bid Securing Declaration

The bidders need to submit Bid Securing Declaration in lieu of Bid Security (Earnest Money Deposit) as per **Form -C**.

5. Performance Security

The successful bidder has to submit 10% of contract value as Performance Security in the form of ePBG in favour of STPI within 30 days of acceptance of appointment. The bank guarantee should be valid for the period of 18months. E-PBG will be released to successful bidder without interest after completion of contract.

6. Enclosures of the Bid

The documents as desired in **Eligibility Criteria** and **Form A** must be uploaded at GeM with the **Technical bid (Form A)**, otherwise the bid will be summarily rejected.

7. Currency

All prices should be quoted in Indian Rupees.

8. Clarification regarding RFP

a. The prospective bidders may raise their queries, if any, during the pre-bid meeting.

b. In respect of interpretation/clarification on any matter relating to this RFP document, the decision of STPI will be final.

9. Validity of Bid

The validity of the proposal will be 80 days from the last date of submission of proposal as specified in the RFP document.

10. Rejection of the proposal

- The bidder is expected to examine all instructions, formats, terms & (a) conditions and schedule of work in the bid document. Failure to furnish all information required as per RFP document or submission of proposal which is not substantially responsive to the RFP document in every aspect result in rejection of proposal. In may respect of interpretation/clarification and any matter relating to this RFP document, the decision of STPI will be final.
- (b) Proposals not submitted in the prescribed format, will be summarily rejected.
- (c) Proposals submitted without Bid Securing Declaration, will be summarily rejected.
- (d) Proposals not meeting the criteria mentioned in Eligibility of Bidders of the RFP document will be summarily rejected.
- (e) The bidders will have to submit the entire requisite document as specified in the RFP document, failing which, the proposal is liable to be rejected.
- f) The proposals received after specified date & time will not be considered.

11. Opening of Bid

The bids shall be opened at the scheduled date and time at the portal of GeM. The prospective bidders/their authorized representative may attend the bid opening proceedings.

12. Evaluation of Bid

1. Proposals once submitted shall not be allowed to withdraw. Any default after acceptance of proposal by the successful bidder shall be deemed to be non-compliance to the terms of contract and would be liable to cancellation of contract and Performance Security shall be forfeited.

2. STPI reserves the right to reject any or all of the proposals or accept them in part or to reject lowest proposal without assigning any reason thereof. 3. The proposals will be evaluated on basis of details submitted in Form "A" of the RFP document along with requisite documents.

4. The financial bids will be evaluated only of those bidders, who will meet the requirements mentioned in Eligibility Criteria and form "A" of the RFP document.

13. Award of Contract

Contract will be awarded to lowest proposal (L1) of Financial Bid. In case of same L1 rates of more than one bidder (i.e. in the case of tie), the contract will be awarded on basis of more experience of the respective bidder. The decision of the STPI in this regard shall be final and binding to the professionals.



Payment Terms

The payment will be released to successful bidder on completion of each quarter and on submission of Invoice. Payments are subject to deduction of TDS etc. as per rules. STPI will not be liable to pay interest on account of delay in payment etc. In case of change in rate of taxes subsequent to award of contract, the rate as applicable at the time of payment will be considered. In case of termination of contract, the successful bidder will not be entitled for any payment, other than payment already released by STPI. However, in case of arising any difference(s)/dispute(s), STPI may also hold the payment till settlement of difference(s)/dispute(s).

No claim of TA/DA, conveyance, boarding & lodging, reimbursements etc. will be considered by STPI before, during or after the contract period.



Penalties

Liquidated Damages:

The bidder shall be charged with Liquidated damages @ 1% per week or part thereof for first four weeks of delay, thereafter @ 2% per week up to maximum of 10% of the total contract value. Subsequently, STPI retains right to terminate the contract without assigning any reason and no payment shall be released and Performance Security may also be forfeited.

Condone of delay period: In the event of delay in completion of assignment, which is not attributable to bidder, Competent Authority reserves the right to condone such period of delay, provided bidder has submitted adequate justification in writing.

Termination by default: STPI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to firm/company, terminate the contract in whole or part. STPI also reserves the right to banning its business with the bidder within STPI.

Disputes:

All disputes or differences whatsoever arising between the parties out of or relating to this RFP document shall be settled through arbitration proceedings as per Indian Arbitration Act. In such case, DG, STPI will be the Competent Authority for appointment of the Sole Arbitrator.

Force Majeure

If, at any time, during the continuance of the work contract, the performance in whole or in any part by either party of obligation under the work contract shall be prevented or delayed by reasons of any war, hostile acts of the enemy, civil commotion, subrogate, fire, floods, earthquakes, explosions, epidemics, strikes and quarantine restrictions by acts of God, (herein after referred to as eventualities) then provided notice of the happening of any such eventualities is given by either party to the other within two days from the date of occurrence thereon, neither party shall, by reason of such eventualities be entitled to terminate this work contract nor shall either party have any claim of damages against the other in respect of such non-performance or delay in performance. Performance of the work contract shall, however be resumed as soon as practicable after such eventuality has come to an end.



Eligibility of Bidders

- 1. Partnership Firm/Company having their office at Delhi/NCR region may send their proposals for appointment of PF Consultant.
- 2. The bidder must have the experience of 3 years towards work related to PF compliances. Two copies of work order/contract/retainer ship awarded during the last three years ending March 2022 of Rs. 50,000/- per annum each need to submit along with Form-A. Out of these one contract must be awarded by Govt. Institutions /PSU's /Autonomous Bodies / Department / Corporation / Societies/Exempted Trust (Exempted by Ministry of Labour & Employment).
- 3. The bidder must have annual average Receipts/Turnover of **Rs. 3** lacs in the last three financial years. The receipts/turnover of any associate will not be considered. **Copy of Balance Sheet & Profit and loss account of each financial year must be enclosed.**
- 4. Bidder shall not be blacklisted from any Government/Ministry/Department/PSU. Declaration as provided in the RFP document need to sign and submit along with Form-A of RFP document.
- 5. The following documents (self-attested) are also required to be submitted along with proposal.
- a. GST Registration No.
- b. Permanent Account No.(PAN)

Note: Necessary supporting documents need to be enclosed.

FORM A

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Technical Bid Form

1.	(a) Name of the Bidder	:		
	(b) Postal Address			
	(i) Telephone No.	:		
	(ii) Fax No.	:		
	(iii) Email	:		

2. Experience in years

S.No.	Financial Year	Amount of Contract/WO	Awarded By (Organization
	Icai		

- 3. Turnover of the Bidder in last three : Financial Years
- 4. PAN. (Copy enclosed)
- 5. GST No. (Copy enclosed)
- 6. Any other information

I......of (Name of the bidder)......hereby declare to accept the Terms & Conditions of the RFP Document for appointment as Consultant for handling the PF matters and related issues of STPI ECPF Trust.

Authorized Signatory

OFFICE SEAL

Date:	
Place :	

FORM B

DECLARATION

We declare and confirm that (i) we have not been blacklisted or deregistered by any central/ state government department or public sector undertaking and none of our works had ever been terminated by client after award of contract, during last three years; and (ii) no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We acknowledge the right of the STPI, if STPI finds to the contrary, to declare our Tender to be noncompliant and if the Contract has been awarded, to declare the Contract to be null and void.

We also declare that the data provided by STPI will be used only for this only and it will not be shared /accessed to purpose anv person/institution/firm/company/corporation/body etc. without the written consent of the STPI. We acknowledge the right of the STPI, if STPI finds to the contrary, STPI is entitled to claim appropriate compensation from us and the decision of STPI in this regard shall be final.

Authorized Signatory with Seal

(To be submitted/uploaded on Bidder Letter Head)

FORM C

BID SECURING DECLARATION

We, M/s ______, accepting that if we withdraw or modify our Bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bid document, we will be suspended for the period of 12 month from being eligible to submit Bid for contracts with the Software Technology Parks of India (in short STPI).

Authorized Signatory with Seal