

ASSOCIATION OF INDIAN UNIVERSITIES
AIU House, 16, Comrade Indrajit Gupta Road
New Delhi – 110002

NOTICE INVITING QUOTATION
NIQ/AIU/PFT/24-25 dt. 14th Nov 2024

**“Quotations for rendering consultancy regarding
cancellation/surrender of exemption of Trust to EPFO”**

1. INTRODUCTION AND OBJECTIVE:

Association of Indian Universities (AIU) is one of the premier apex higher education institutions of the country established in 1925, is a research-based policy advice institution to the Government of India in the field of Higher Education, Sports, Culture and Internationalization.

The Association of Indian Universities (AIU) has been maintaining its own Employee's Provident Fund EPF Trust and running its operation through the Board of Trustees established by AIU as per the rules framed for regulation of such trust according to guidelines set up by EPFO. The Governing Council of AIU in its 371st meeting held on 17.10.2022, approved the agenda of surrendering AIU PF Trust to EPFO, Govt. of India.

For the execution of the entire process/procedure involved in surrendering the AIU PF Trust as per the rules and provisions envisaged in the Employees Provident Funds & MP Act, 1952, and the various schemes framed thereunder, AIU intends to engage an Agency/Consultant with wide experience in 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 the above services.

2. ELIGIBILITY CRITERIA:

- (a) The bidder should be a Sole proprietor, Partnership firm, LLP or a Company engaged in providing consultancy services with at least 7 years of experience.
- (b) The bidder should have wide experience in Rules, Procedures, Compliances and liaisoning work with EPFO and its offices and should provide at least one proof in the form of a Work Order or work Completion Certificate for provisioning of similar services to a client.
- (c) The bidder must have experience of at least 3 cases of surrendering PF trust to EPFO-Delhi. A completion certificate in this regard to be submitted.
- (d) The bidder should have an office in Delhi.
- (e) The bidder should not be barred for participating in any govt tender. An undertaking (on stamp paper of appropriate value and duly notarized) to be submitted with technical bid in designated format.
- (f) Bidders must provide GST No. and PAN No. of the firm.
- (g) Bidder should have a positive net worth on 31-03-2024. A certificate from practicing CA/CMA firm to be provided having Valid UDIN.
- (h) Bidder should not incurred loss in last 3 years (FY 21-22 to 23-24). A certificate from practicing CA/CMA firm to be provided having Valid UDIN.
- (i) Bidder should submit documentary evidence in support of the above.
- (j) The bidder shall be equipped with tally software, laptop and portable net connections.

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 to the Employees Provident Fund Organization (EPFO) to initiate the surrender process. The agency shall also prepare all type of draft and letter which are required from AIU office.

4.2 PREPARATION OF FORM 9

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

4.3 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 EPF etc.

(b) Once the missing details are completed, the Agency will update the KYC of the employees irrespective of status of UAN. The exercise shall also include (but not limited to) feeding of the Aadhaar Number, PAN Number and Account details of those employees whose data is the same on all the documents including their Aadhaar card, PAN card, and bank details.

4.4 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. Agency will provide full assistance in preparing and finalizing the forms and related documents (If any).

4.5 REGULARIZATION OF COMPLIANCES:

During the work, if any pending compliance found, the agency full ensure to get that regularized.

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 the 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 based on details of total contribution, and interest accrued from the investment as provided by the AIU PF Trust.
- (b) The Annexure K completed in all respects 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 AIU 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 AIU PF Trust if any, on the basis of the information provided by the AIU PF Trust to EPFO, as and when required.
- (c) The Agency will fully facilitate the transfer of past accumulations in the accounts of members after the 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. The agency shall depute a full-time person during such audit who will submit replies and resolve queries of Auditors in consultation with AIU PF 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.
- (c) The agency shall submit replies and resolve queries of compliance Auditor in consultation with AIU PF trust.

4.11 TRANSFER OF REMITTANCE AS AN UNEXEMPTED ESTABLISHMENT

- (a) The Agency will assist AIU in computing and generating the comprehensive challan for the transfer of the remittance to EPFO as an un-exempted establishment, from the month of Dec- 24 onwards till the completion of the entire exercise of the surrender of the Trust.
- (b) The Agency will keep on assisting 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. Regularization of any missing compliances.
- (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 out simultaneously as per the orders of the Employee's Provident Fund Organization.

6. TIME SCHEDULE

Since the work is to be executed in time time-bound manner due to the statutory nature of activities involved in the process, the agency is expected to follow the prescribed duration for various activities prescribed herein and the 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 AIU PF Trust to EPFO	Within 7 days after appointing the consultancy agency.
2.	Sale of Securities	As soon as a letter is received from EPFO, the agency will act within 5 days.
3	Preparation and submission of Annexure K	Within 30 days from the date of delivery of updated data to the Agency by the AIU PF Trust.
4	Updation of Data of employees	Within 45 days, depending on the data provided by employees.
5	The credit of past accumulations in the account of employees	As soon as possible. The agency will closely work with AIU PF trust to process the same. A timeline will be fixed after mutual discussion.

7. MISCELLANEOUS

7.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in 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 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

Sl. No.	Activity	Payment terms
1	Successfully submission of application to EPFO for the surrender of AIU PF Trust	15% of the total fees (including GST)
2	Third-party, Audit/Compliance audit completion in respect of all queries, etc.	25% of the total fees (including GST)
3	Preparation and submission of Annexure – K and updating of data of employees	25% of the total fees (including GST)
4	Credit in accounts of employees and reflection of the amount in the passbook and successful handover of PF trust to EPFO.	20% of the total fees (including GST)
5.	completion of all formalities with the Income tax department regarding the surrender of PF Trust including the closing of PAN, Final ITR and other statutory and allied compliances as required	15% of the total fees (including GST)

Notes:

- i. Statutory deductions, as per law, shall be made by AIU.
- ii. Payment for GST shall be reimbursed after appearing the invoice in GSTR 2B of AIU.
- iii. Nothing will be paid extra towards any claim (Conveyance, notary charges, stamp paper, stationary, any other expenditure so whatever called. etc.). AIU will pay only fees and GST thereon. All the other incidental expenses to be bore by Bidder.
- iv. Third Party Audit fees/Inspection fees will be paid by AIU directly to the Auditor.
- v. The bidder shall be responsible for complying with all the provisions of all applicable laws as may be applicable. AIU shall have the right to recover any losses suffered due to non-compliance of any provision of any law by the bidder.

9. GENERAL TERMS AND CONDITIONS

(a) No conditional bid of the participating bidder will be accepted and after being declared as the lowest bidder, the bidder shall not refuse to accept the contract/work order.

(b) Bidder has to submit a declaration along with the 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 an employee of the Company.
- (d) Bidder shall keep confidential all information concerning AIU and shall not disclose the same to any person, except as required under any law or court order.
- (e) Successful Bidder will nominate one person from its office, who will act as single point interaction for AIU and hold power of attorney in this regard.

10. TENDER PROCESSING FEES:

Bidder will submit a Demand Draft with Technical Bid of Rs. 5900/- (Including 18% GST) towards Non-Refundable Tender processing Fees. DD Shall be in name of “Association of Indian Universities” payable at New Delhi.

11. EARNEST MONEY DEPOSIT:

Bidder will submit a Demand Draft with Technical bid of Rs. 50,000/- towards EMD. DD Shall be in name of “Association of Indian Universities” payable at New Delhi. EMD of all unsuccessful bidders will be returned within 5 days of selection of agency.

EMD of Successful bidder shall be returned after submission of performance guarantee.

12. PREPARATION OF OFFER:

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

- (a) Documentary evidence 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 an authorized signatory.

13. PERFORMANCE GUARANTEE/SECURITY

- (a) The Agency shall furnish unconditional performance security to AIU 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 10% of the value of Work Order (Including GST) immediately on communication as successful bidder before placing of Work Order.
- (b) The proceeds of the performance security shall be payable to AIU 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 the Supplier’s performance obligations under the contract.
- (d) The Performance bank guarantee is subject to confirmation from issuing as well as controlling branch.
- (e) In case FDR is produced towards performance security, then such FDR should be in name of bidder and to be pledged in name of Association of Indian Universities, New Delhi.
- (f) Performance security should be initially valid for initially 12 months from the date of issue of work order.
- (g) Bank guarantee should be verbatim in prescribed format. Any deviation from format may result in rejection of bid.

14. 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 AIU may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the AIU shall invoke the Performance Bank Guarantee of the most responsive bidder. AIU holds the right to blacklist the agency in case of a breach of terms and conditions of the bid document or indulging/involvement in any fraud and corrupt practices.

15. 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 Association of Indian Universities, AIU House, 16, Comrade Indrajit Gupta Road, New Delhi – 110002 **latest by 06th Dec 2024 (Upto 4:00 PM) properly sealed in wax or by tape super scribed as “Quotations for rendering consultancy regarding cancellation/surrender of exemption of PF Trust”**.
- (b) Bids received **after the 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.

16. OPENING OF QUOTATION AND OTHER CONDITIONS:

- (a) The bid opening time will be available on AIU Website. 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 the total cost to AIU including all taxes. 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.

17. 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 pftaiu@gmail.com. Any request for information/document sought for post tender after emerging successful shall not be entertained for whatsoever reason.
- (b) AIU 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, AIU 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 overwriting should be attested by the tenderer with full signature and seal.
- (d) AIU takes no responsibility for delays, loss or non-receipt of quotation or any letter sent by post/courier.
- (e) 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.
- (f) Each of the responses shall be evaluated as per the criteria and requirements specified in this Tender Document.

18. 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.

- 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.

19. 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 Secretary General, AIU or to any other officer designated by the Secretary General as Sole Arbitrator. The award of the arbitrator shall be final and binding on both the parties to the agreement.

20. COMPLIANCE WITH THE LAW & REGULATION

The Agency will be required to follow professional ethics and regulatory rules/ laws, if any while dealing with AIU and ensure confidentiality in matters that may become detrimental/ cause loss or damage to the interest/ image of AIU in any manner.

21. LIQUIDATED DAMAGES

AIU reserves the right to terminate the contract at any time by giving one month's 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 the bidder and excess expenditure incurred on account of this will be recovered by AIU from Security Deposit.

22. 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 the date of delivery if hand delivered and if sent by registered post, then on expiry of seven days from the date of posting.

All the addendum/corrigendum will be published only on AIU WEBSITE.

ANNEXURE 1

PRICE SCHEDULE FOR SERVICES

S.NO.	Basic Price	GST/Other Taxes	Total Price
1.	2.	3.	4.

- 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.

Unconditional Performance Guarantee

(From Nationalised Bank)

(On stamp value of appropriate value to be notarised)

To

Association of Indian Universities,

AIU House,

16 Comrade Indrajit Gupta Marg (Kotla Marg),

Opposite National Bal Bhawan, Near I.T.O.,

New Delhi -110002.

Sub: Unconditional Performance Security for **consultancy service regarding cancellation/surrender of exemption of AIU PF Trust "**

Ref: NIQ No..... dt..... & work order No..... dt.

Dear Sirs,

WHEREAS, [Name of the Agency] (hereinafter referred to as the "Agency") has got work order from you for the **consultancy service regarding cancellation/surrender of exemption of AIU PF Trust** (hereinafter referred to as the "Agreement"), a copy of which is attached herewith.

AND WHEREAS, it has been stipulated by you in the said Agreement that the Agency shall furnish you with a Bank Guarantee by a scheduled commercial bank for the sum specified therein as security for compliance with its obligations in accordance with the Agreement.

AND WHEREAS, we have agreed to give the Agency such a Bank Guarantee.

NOW THEREFORE, we, [Bank's Name and IFSC code], hereby affirm that we are guarantors and responsible to you, on words and figures, for the sum of [Amount in Words] ([Amount in Figures]) as aforesaid.

We undertake to pay you, upon your first written demand declaring the Agency to be in default under the Agreement and without cavil or argument, any sum or sums within the limits of [Amount in Words] ([Amount in Figures]) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Agreement to be performed thereunder or of any of the Agreement documents which may be made between you and the Agency (including any changes in constitution of agency, bank as well as AIU) shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain in force until the [Date], or until such time as you certify that the Agency has fully and satisfactorily performed its obligations under the Agreement, whichever is later.

Yours faithfully,

[Authorized Signatory's Name] [Designation]

[Bank's Seal] [Bank's Stamp]

Under taking

(On stamp paper of appropriate value duly notarised)

Undertaking Regarding Non-Debarment/Blacklisting

Date:

To
Association of Indian Universities
AIU HOUSE 16, Comrade Indrajit Gupta Marg
Opposite National Bal Bhawan,
Near I.T.O., New Delhi, Delhi 110002

Reference: NIQ/AIU/PFT/24-25 dt. 14th Nov 2024

We, [Your Company Name], a [Type of Organization] incorporated under the [Relevant Act] with its registered office at [Address], hereby solemnly declare and undertake that:

1. **Non-Debarment:** We, our affiliates, subsidiaries, or any of our associates have not been debarred, blacklisted, or suspended by any Government Department, Public Sector Undertaking, Statutory Authority, or any other Government or Semi-Government Agency in India or abroad in the last 3 years (as on 31st October 2024).
2. **No Pending Legal Proceedings:** There are no legal proceedings pending against us, our affiliates, subsidiaries, or any of our associates that may adversely affect our ability to perform the obligations under the [Tender/RFP/Quotation].
3. **Compliance with Laws:** We have complied with all applicable laws, rules, and regulations of India.
4. **Disclosure of Information:** We have disclosed all material information required to be disclosed under the [Tender/RFP/Quotation].

We further undertake to immediately inform you in writing if any of the above representations become untrue or inaccurate during the currency of the [Tender/RFP/Quotation] or thereafter.

We hereby confirm that this undertaking is true and correct to the best of our knowledge and belief.

For [Your Company Name]

Authorized Signatory

Name: [Name]

Designation: [Designation]

Signature: [Signature]

Seal: [Company Seal]