

NOTICE INVITING QUOTATIONS

1. INTRODUCTION AND OBJECTIVE:

MAHANGAR TELEPHONE NIGAM LIMITED (MTNL) is a Navratna Public Sector Enterprise carrying out the business of Telecommunication Services with its network in the metro cities of Delhi and Mumbai.

Pending grant of exemption under section 17(1)(a) of the Employees Provident Funds & Misc Provisions Act, 1952, relaxation from the provisions of the Employee Provident Fund Scheme, 1952 was granted to MTNL by Regional Provident Fund Commissioner on 01/01/1988. Now in compliance with the Hon'ble High Court of Delhi's order dated 10.01.2020 in LPA No.111/2015, MTNL, after the revocation of the relaxation by the aforementioned order, is in the process of surrendering the EPF Trust to EPFO. For the execution of the entire process/procedure involved in the surrender of the MTNL EPF Trust as per the rules and provisions as envisaged in the Employees Provident Funds & Misc. Provisions Act, 1952 and the various schemes framed thereunder, MTNL 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 sealed quotations from the reputed Agencies/Consultants engaged in provision of above services are called for.

2. ELIGIBILITY CRITERIA:

- (a) The bidder should be a Sole proprietor, Partnership firm, LLP or a Company engaged in providing consultancy.
- (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 a 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 MTNL, in no case, shall be responsible or liable for these costs, regardless of the conduct of the bidding process.

4. SCOPE OF WORK

4.1 TRANSFER OF REMITTANCE AS AN UNEXEMPTED ESTABLISHMENT

- (i) The Agency will assist MTNL in computing and generating the comprehensive challan for the transfer of the remittance to EPFO as an un-exempted establishment, from the month of June'20 onwards till the completion of the entire exercise of the surrender of the Trust.
- (ii) The Agency will keep on providing the assistance regarding challan generation as and when required, till the entire process is completed.

4.2 PROVIDING EMPLOYEE SUPPORT

- (i) The Agency will design a series of comprehensive static presentations which will provide complete information related to the common issues an employee might face during the entire procedure of surrender of the Trust in English language.
- (ii) 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 Employees Portal and Correction in Aadhaar Card/PAN card.
- (iii) 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

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

4.4 SUBMISSION OF ANNEXURE K

- (i) The past accumulations of the members of the Trust 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 MTNL PF Trust.
- (ii) The Annexure K completed in all respect will be submitted by the Agency to EPFO.

4.5 ASSISTANCE IN THIRD PARTY AUDIT & AUDIT PENDING ON PART OF EPF TRUST

- (i) The Agency will assist in verification of the existing records/documentation and making necessary preparations to carry out a comprehensive and smooth third-party audit of the Trust including Audits pending by EPFO.

4.6 COORDINATION WITH EPFO

- (i) The Agency will act as a single Point of Contact (PoC) for MTNL PF Trust with EPFO and facilitate the communication between both the Trust/Members during the entire procedure.
- (ii) The Agency will respond to all the queries/observations of the MTNL PF Trust, if any, on the basis the information provided by the MTNL PF Trust to EPFO, as and when required.
- (iii) The Agency will facilitate the transfer of past accumulations in the accounts of members after submission of Annexure K to MTNL PF TRUST/EPFO.
- (iv) The Agency will provide its complete assistance in all the matters ancillary to the surrender of the Trust, whatsoever.

4.7 SUBMISSION OF JOINT DECLARATION FORMS

- (i) 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.

4.8 UPDATION OF GENERAL DATA AND KYC

- (i) The Agency will first review the existing data of the employees on the portal and start updating the 'missing details' of the employees which includes Date of joining, Gender, Date of joining EPS and etc.
- (ii) Once the missing details are completed, the Agency will update the KYC of the employees whose UAN are activated.

4.9 Sale of Securities

- (i) The Agency will assist the MTNL EPF Trust in redemption of various securities held by the MTNL EPF Trust.
- (ii) If the security is acceptable to EPFO as per their norms, then the Agency should guide the MTNL EPF trust in transferring the securities to EPFO within due time.

4.10 Any other activity not specifically defined in the Scope of work but essential for completion of the process to achieve the target of activities related to surrender/cancellation of MTNL EPF Trust to EPFO will be responsibility of the Agency and no additional payment shall be considered towards such activities.

5. PROCESS FLOW

- (i) The data for the submission of remittances in form of the challan will be prepared by the Agency. The remittances should be made before the 15th of every subsequent month henceforth.
- (ii) Assistance to the MTNL EPF Trust in the Compliance Audit and other ancillary matters.
- (iii) Preparation and submission of the statement of past accumulations of the employees in the EPF department vide Form K.
- (iv) Transfer of accumulations standing to the credit of employees (howsoever invested) to EPFO within a stipulated time frame as prescribed under the Act.
- (v) Updation of data of employees to avail the facilities provided by EPFO. This will be carried out simultaneously and will be an ongoing process.
- (vi) Credit of the past accumulations by EPFO in the accounts of employees after the completion of the internal process of EPFO.

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. Any activity pending on part of MTNL Trust will not count towards delay in the performance of the contract.

SL	Activity	Time line
1	Transfer of Contribution for June to RPFC	By 15 th of July/20 from the date of issue of W.O.
2	Preparation and submission of Annexure K	Within 25 days as per_sub-section (2) of section 15 of the Act, or sub-section (5) of section 17 thereof, as the case may be]
3	Updation of Data of employees	1 - 3 months

SL	Activity	Time line
4	Credit in the account of employees and Reflection of amount in the Passbook	Within 6 months. Extension of upto 2 months only will be considered based upon the progress of work.

7. PAYMENT TERMS

- 7.1 The first instalment will be of 25% of the Agency Fees (including the GST) on completion of Activity no.1 of para 6 above.
- 7.2 The second instalment will be of 25% of Agency Fees (including the GST) on completion of completion of Activity No.2 of para 6 above.
- 7.3 The third instalment will be of 25% of the Agency Fees (Including the GST) on completion of Activity No.3 of para 6 above
- 7.4 The fourth and the final instalment will be of 25% of the Agency Fees (including the GST) on completion of Activity No.4 of para 6 above.

8. GENERAL TERMS AND CONDITIONS:

- 8.1 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.
- 8.2 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.
- 8.3 The bidder should not have any relationship with employee of the Company.

9. PREPARATION OF OFFER:

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

- 9.1 Documentary evidences as mentioned in Eligibility Criteria.
- 9.2 Certificates as mentioned in General Terms and Conditions.
- 9.3 Price Schedule as per Annexure – I.
- 9.4 Complete NIQ document duly signed and stamped on each page by authorized signatory.

10. PERFORMANCE BANK GUARANTEE

- 10.1 The Agency shall furnish performance security to MTNL 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 5% of the value of Work Order immediately on communication as successful bidder before placing of Work Order.
- 10.2 The proceeds of the performance security shall be payable to MTNL as compensation for any loss resulting from the suppliers' failure to complete its obligations under the contract.
- 10.3 The performance security bond will be discharged by the Purchaser after completion of Supplier's performance obligations under the contract.

11 SUBMISSION OF QUOTATIONS:

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 outside room no: 4408, 4th floor, 9, CGO Complex, Lodi Road, New Delhi – 110003 latest by **15.00 hrs. of 07.07.2020 properly sealed in wax or by tape super scribed as "Quotations for rendering consultancy regarding cancellation/surrender of exemption of Trust"**. Bids received **after 15.00 hrs. of 07.07.2020** will not be accepted. 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. 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.

- 11.1 The bidders can seek any information/clarification needed if any, prior to submission of their bid either by sending a mail to mtnlepctrust@gmail.com on telephone No: **24314494**. Any request for information/document sought for post tender after emerging successful shall not be entertained for whatsoever reason.
- 11.2 MTNL 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, MTNL retains the right to choose the bidder as it deems fit.
- 11.3 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.
- 11.4 MTNL takes no responsibility for delays, loss or non-receipt of quotation or any letter sent by post/courier.

12. OPENING OF QUOTATION AND OTHER CONDITIONS:

- 12.1 The bids shall be opened on **07.07.2020** itself at **15.30** hrs. 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.

12.2 The financial bids will be evaluated on the basis of total cost to MTNL 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.

12.3 **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.

13 **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 CMD, MTNL or to any other officer designated by the CMD as Sole Arbitrator. The award of the arbitrator shall be final and binding on both the parties to the agreement.



OFFICER-IN-CHARGE (EPF TRUST)

Encl: Annexure I

Price Schedule for Services

S.No.	Item	Quantity	Basic Price(Rs.)	GST/ other taxes	Basic Price including GST/Taxes	Total Price	GST Credit eligible amount	Net Cost to MTNL
1.	2.	3.	4.	5.	6.(4 + 5)	7 (6x3)	8 (7-5x3)	9(7-8)
1.	Per Employee cost	2500						

- The rates are being called for on per employee basis with a tentative employee strength of 2500 nos. required to be transferred to EPFO. However, the payment will be released on the satisfactory settlement of actual number of cases.
- The Agency shall raise the invoice for the proportionate amount based upon the milestone payments prescribed in Para 7 of the NIQ with applicable GST.