

Addendum- 1

Request for Proposal for appointment of Consultant for “Formulating & Developing SOP on Risk Management; Selection and Performance Review of EPFO’s Custodian & the External Concurrent Auditor (ECA)”

Page 1 of 1

RFP Addendum- 1

Date of Addendum-1: 20.01.2025

NOTICE TO ALL POTENTIAL RESPONDENTS

The Request for Proposals (RFP) is modified as set forth in this Addendum. The original RFP Documents issued on 10.12.2024 remain in full force and effect, except as modified by this Addendum No. 1 dated 20.01.2025, which is hereby made part of the RFP. Respondent shall also consider this Addendum when preparing and submitting its Proposal.

PROPOSAL SUBMITTAL DEADLINE

The Proposal submission deadline has been extended to 10.02.2025 (Monday) at 06:00 PM. Accordingly, following changes have been made:-

| Page No. | Section | Clause Title | Modified Date |
|----------|--------------------|---|--|
| 21 | 6.15 (RFP Process) | Last date for receipt of bid (Proposal Due Date) | 10.02.2025 (Monday) at 06:00 PM |
| 19 | 6.8 (RFP Process) | Last date for submission of EMD | On or before 10.02.2025 (Monday) at 06:00 PM |
| 21 | 6.15 (RFP Process) | Opening of Pre-Qualification bids | 11.02.2025 (Tuesday); 03:00 PM |
| 21 | 6.15 (RFP Process) | Opening of Technical bids for eligible Applicants | 20.02.2025 (Thursday); 11:00 AM |
| 21 | 6.15 (RFP Process) | Presentation on technical bid by eligible bidders | 20.02.2025 (Thursday); 11:00 AM |
| 21 | 6.15 (RFP Process) | Opening of Financial bids for the eligible Applicants | 27.02.2025 (Thursday); 03:00 PM |

END OF ADDENDUM.


(Vivekanand Gupta)
Regional P.F. Commissioner-II (Investment)

**“जोखिम प्रबंधन पर एसओपी तैयार करने और विकसित करने;
ईपीएफओ के संरक्षक और बाहरी समवर्ती लेखा परीक्षक (ईसीए) के
चयन एवं निष्पादन की समीक्षा के लिए” सलाहकार की नियुक्ति हेतु**

प्रस्ताव के लिए अनुरोध (आरएफपी)

जारी करने की तिथि:

10.12.2024

प्रस्ताव प्रस्तुत करने की अंतिम तिथि:

16.01.2025

जेम पोर्टल पर निम्नानुसार संबोधित करते हुए प्रस्तुत किया जाना है.:

**वित्तीय सलाहकार एवं मुख्य लेखा अधिकारी (एफए एवं सीएओ),
कर्मचारी भविष्य निधि संगठन
(ईपीएफओ), द्वितीय तल, प्लेट-ए,
एनबीसीसी कार्यालय ब्लॉक, टावर-2, ईस्ट किदवई नगर,
नई दिल्ली -110023**

REQUEST FOR PROPOSALS (RFP)

For

Appointment of Consultant for

“Formulating and Developing SOP on Risk Management; Selection and Performance Review of EPFO’s Custodian & the External Concurrent Auditor (ECA)”

Date of issue:

10.12.2024

Deadline for submission of Proposal:

16.01.2025

To be submitted on GeM Portal, addressed to:

Financial Advisor and Chief Accounts Officer (FA&CAO),
Employees’ Provident Fund Organization (EPFO),
2nd Floor, Plate-A, NBCC Office Block, Tower-2,
East Kidwai Nagar, New Delhi – 110023

TABLE OF CONTENTS

| | |
|--|-----------|
| GLOSSARY | 4 |
| 1. DISCLAIMER | 5 |
| 2 INTRODUCTION | 7 |
| 3 TERMS OF REFERENCE | 10 |
| 4 SCOPE OF WORK | 11 |
| 5 CONTRACT TERMS | 14 |
| 6 RFP PROCESS | 18 |
| 7 BID EVALUATION CRITERIA | 23 |
| 8 FORMAT OF PRE-QUALIFICATION, TECHNICAL AND FINANCIAL | 27 |
| 9 FORMATS FOR CLARIFICATIONS REQUESTS, UNDERTAKING ETC. | 45 |
| 10 TIMELINES, PERFORMANCE METRICS, AND PAYMENT SCHEDULE | 51 |
| 11 CONTACT DETAILS | 54 |

Glossary

| | |
|----------|--|
| SEBI | : Securities and Exchange Board of India |
| CRA | : Credit Rating Agency |
| AUM | : Assets under Management |
| CBT | : Central Board of Trustees |
| ECA | : External Concurrent Auditor |
| EDLI | : Employees' Deposit Linked Insurance Scheme, 1976 |
| EPF | : Employees' Provident Fund Scheme, 1952 |
| EPFO | : Employees' Provident Fund Organization |
| EPS | : Employees' Pension Scheme, 1995 |
| FA & CAO | : Financial Advisor and Chief Accounts Officer |
| GOI | : Government of India |
| MoL&E | : Ministry of Labour and Employment, Government of India |
| N.A. | : Not Applicable |
| RBI | : Reserve Bank of India |
| RFP | : Request for Proposal |
| LOA | : Letter of Award |
| PDD | : Proposal Due Date |

1. Disclaimer

- 1.1.** This document is being published in connection with the proposed appointment of Consultant who in turn will assist EPFO in formulating and Developing SOP on Risk Management; Selection and Performance Review of EPFO's Custodian & the External Concurrent Auditor (ECA).
- 1.2.** This document does not constitute nor should it be interpreted as an offer or invitation for the appointment of Consultant described herein.
- 1.3.** This document is meant to provide information only and upon the express understanding that recipients will use it only for the purpose of furnishing a Proposal for being appointed as a Consultant for the purpose of "Formulating and Developing SOP on Risk Management; Selection and Performance Review of EPFO's Custodian & the External Concurrent Auditor (ECA)." It does not purport to be all inclusive or contain all the information regarding the appointment of Consultant or be the basis of any contract. No representation or warranty, expressed or implied, will be made as to the reliability, accuracy, or the completeness of any of the information contained herein.
- 1.4.** While this document has been prepared in good faith, neither the EPFO, nor any of its officers make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly and expressly disclaimed by the EPFO and any of its officers, even if any loss or damage is caused by any act or omission on the part of the EPFO or any of its officers, or employee or Consultant, whether negligent or otherwise.
- 1.5.** By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of the EPFO. EPFO or any of its respective officers undertake no obligation, among others, to provide the recipient with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent.
- 1.6.** EPFO reserves the right, at any time and without advance notice, to change the procedure for the selection of Consultant or any part of the interest or terminate negotiations or the due diligence process prior to the signing of any binding agreement.
- 1.7.** The EPFO reserves the right to reject any or all proposals or cancel / withdraw the Request for Proposal (RFP) without assigning any reason whatsoever and in such case no intending Applicant shall have any claim arising out of such action. At any time prior to the deadline for submission of proposals, EPFO may modify the RFP, for any reason deemed necessary, by amendment published on EPFO's website and such amendment shall be binding on intending Applicants.
- 1.8.** The recipients of the RFP should carry out an independent assessment and

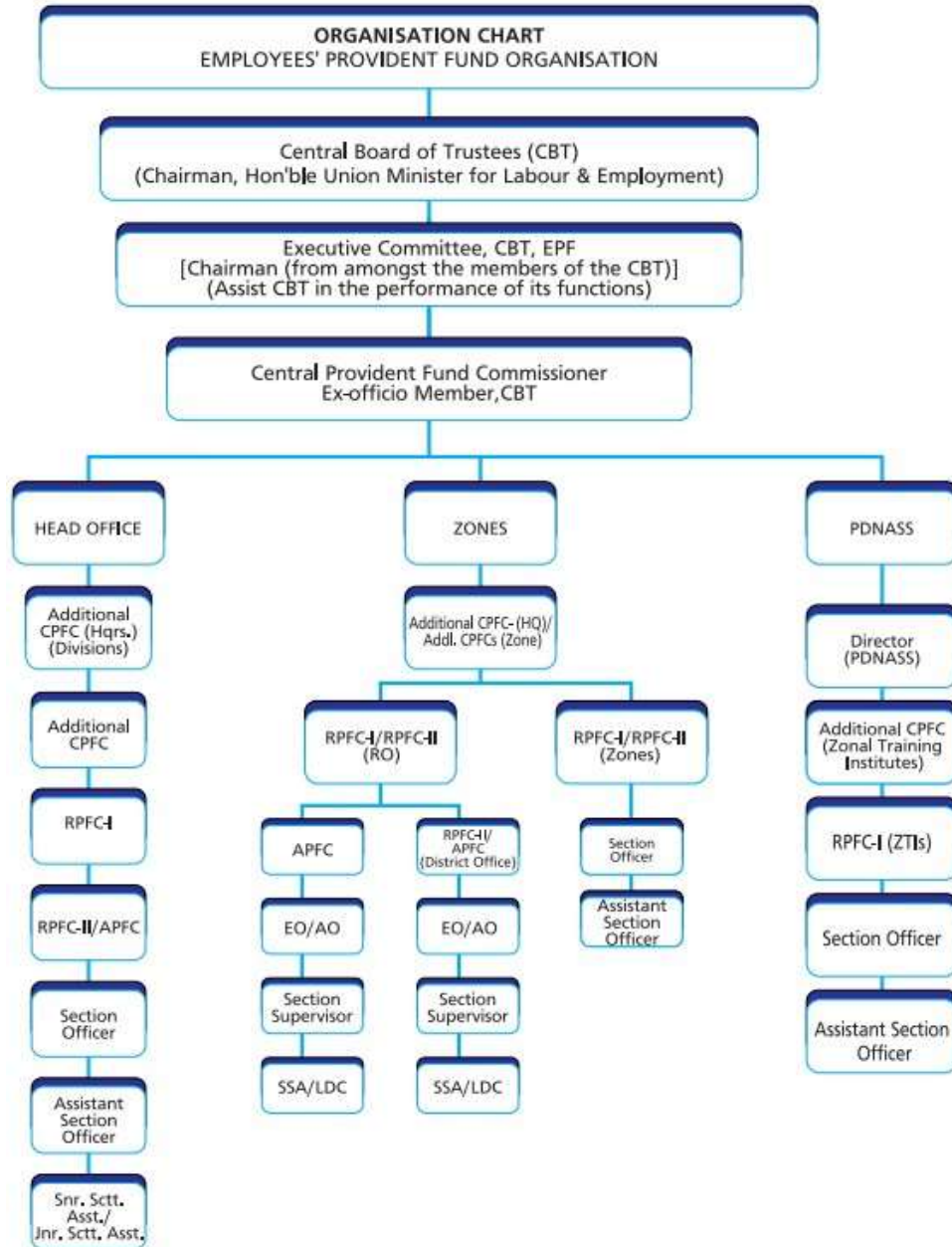
analysis of the requirements for appointment as Consultant and of the information, facts and observations contained herein.

- 1.9.** This document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of any applicable legal requirements and conform to the same.
- 1.10.** This document constitutes no form of commitment on the part of the EPFO. Furthermore, this document confers neither the right nor an expectation on any party to participate in the proposed Consultant's appointment process.
- 1.11.** This document confers neither a right nor an expectation on any party to offer for appointment as Consultant.
- 1.12.** EPFO reserves the right to, not consider for the purpose of qualification, a proposal which is found to be incomplete in content and/or attachments and/or authentication etc. or which is received after the specified date and time, or not submitted as per the specified procedure.
- 1.13.** When any proposal is submitted pursuant to this RFP, it shall be presumed by EPFO that the Applicant has fully ascertained and ensured about its eligibility to act as Consultant, in the event of it being selected ultimately, under the respective governing laws and regulatory regimen, and that there is no statutory or regulatory prohibition or impediment for the Applicant to act as Consultant to assist EPFO in "Formulating and Developing SOP on Risk Management; Selection and Performance Review of EPFO's Custodian & the External Concurrent Auditor (ECA)" and that it has the necessary approvals and permission to act as Consultant and further suffers no disability in law or otherwise to act as such.
- 1.14.** Without prejudice to any other rights or remedies available to EPFO, the Applicant may be disqualified and their proposals rejected for any reason whatsoever including those listed below:
 - 1.14.1. Material misrepresentation by the Applicant in the Proposal.
 - 1.14.2. Failure by the Applicant to provide the information required to be provided in the proposal pursuant to relevant sections of this document.
 - 1.14.3. If information becomes known, after the Applicant has been appointed, which would have entitled EPFO to reject or disqualify the relevant Consultant, EPFO reserves the right to cancel the appointment at the time, or at any time after such information becomes known to EPFO and no compensation, whatsoever, shall be payable to the Consultant whose appointment is so cancelled.
 - 1.14.4. Any conviction by a Court of Law or indictment/adverse order by a regulatory authority that casts a doubt on the ability of the applicant to perform duties and responsibility of Consultant as per this RFP.
- 1.15.** All proposals and accompanying documents received within the stipulated time will become the property of EPFO and will not be returned.
- 1.16.** Reference to any laws/regulations/guidelines in this RFP document is to the laws/regulations/guidelines applicable in India.

2 Introduction

- 2.1. The Employees' Provident Fund Organization (EPFO), India is a statutory body under the aegis of the Ministry of Labour and Employment (MoL&E), Government of India. It is one of the largest provident fund institutions in the world in terms of members, corpus, and volume of financial transactions. The main objective of the organization is to provide old-age social security to the subscribers.
- 2.2. The Employees' Provident Funds & Miscellaneous Provisions Act, 1952 was enacted by Parliament and came into force with effect from 4th March, 1952. Presently, the following three schemes are in operation under the Act:
 - Employees' Provident Fund Scheme, 1952 (EPF)
 - Employees' Deposit Linked Insurance Scheme, 1976 (EDLI)
 - Employees' Pension Scheme, 1995 (EPS) (replacing the Employees' Family Pension Scheme, 1971)
- 2.3. The organization functions under the overall superintendence of the Central Board of Trustees (CBT), a tripartite body having representations from Central and State Governments, Employers and Employees; and headed by the Honorable Union Minister for Labour and Employment as Chairperson.
- 2.4. Following funds have been vested in and are administered by Central Board of Trustees, EPF.
 - Employees' Provident Fund
 - Employees' Pension Fund
 - Deposit Linked Insurance Fund

2.5. The organization structure of the EPFO is as follows and is only a sketch:



2.6. Paragraph 52 of the Employees' Provident Fund Scheme, 1952 provides that all money should be invested, as per the direction of Government of India.

2.7. EPFO follows Pattern of Investment notified by Ministry of Labour and Employment, Government of India, as amended from time to time and investment guidelines issued by Central Board, EPF. The Investment of Funds

is monitored in a centralized manner by Investment division at EPFO Head office.

2.8. To effectively discharge its functions, various Professional Partners have also been engaged by CBT, EPF as below:

2.8.1. Portfolio Managers for making debt investments in accordance with the investment pattern prescribed by the MoL&E, investment guidelines issued by the CBT, EPF from time to time and the Agreement between the Portfolio Manager and the CBT, EPF. Portfolio Managers are required to take reasonable steps and exercise due diligence to ensure that the corpus is invested to get optimum returns.

2.8.2. Asset Management Companies for equity investments of EPFO through ETFs.

2.8.3. Custodian for receipts and holding of securities and investible funds and to maintain the records of the same.

2.8.4. External Concurrent Auditor for concurrent audit of investments done by EPFO's portfolio managers. The ECA is required to examine, verify, and report whether the portfolio managers have followed the investment pattern, investment guidelines and the terms of agreement entered into between EPFO and the portfolio managers; and conduct such other audit of investments as may be required by EPFO from time to time.

2.8.5. Consultant for the Selection & performance review of Portfolio Managers, and Strengthening of Investment Division of EPFO by way of capacity building and research support.

2.8.6. EPFO further intends to appoint a Consultant who in turn will assist EPFO in formulating and Developing SOP on Risk Management; Selection and Performance Review of EPFO's Custodian & the External Concurrent Auditor (ECA).

2.9. Further information is available on website of EPFO i.e. <http://www.epfindia.gov.in/>

3 Terms of Reference

- 3.1.** This document is a Request for Proposal (RFP) for the appointment of Consultant who in turn would assist EPFO in “Formulating and Developing SOP on Risk Management; Selection and Performance Review of EPFO’s Custodian & the External Concurrent Auditor (ECA)”. Those Applicants who may wish to participate in the selection process must submit their proposals as per the process defined in the document.
- 3.2.** The appointed Consultant shall be required to:
- Assist EPFO in formulating and developing Risk Management Framework incorporating various types of investment risks faced by EPFO; their controllability; mitigation plan and risk management scheme;
 - Undertake assessment of Investment Risks on periodic basis and provide suggestions to EPFO based on the assessment.;
 - Assist EPFO in the Selection of Custodian and External Concurrent Auditor (ECA). It shall include preparation of Expression of Interest (EOI) / Request for Proposal (RFP) for potential bidders; Evaluation of bids received; shortlisting and making recommendation for final selection.
 - Assist EPFO in performance evaluation of Custodian and External Concurrent Auditor (ECA) on periodic basis as required by EPFO.
 - Further details are given in Section 4.
- 3.3.** The selected Consultant will be required to meet the following conditions with respect to the existing as well as subsequently selected Custodian & ECA of EPFO. EPFO will be intimating the details of subsequently selected Custodian & ECA to the selected Applicants of this RFP as and when the new Custodian & ECA are selected.
- 3.3.1. “The Consultant shall not be a related party to the existing and subsequently selected Custodian & ECA”. If required, EPFO may seek additional clarifications from the Applicants in this regard.
- 3.3.2. The Applicant is required to meet the following conditions:
- a. The sponsor or associate company of the existing and subsequently selected Custodian & ECA of EPFO must not hold 50% or more of the voting rights of the share capital of Applicant.
 - b. 50% or more of the directors of the Applicant should not represent the interest of sponsor or associate companies of the existing and subsequently selected Custodian & ECA of EPFO.
- 3.4.** As indicated in clause 2.8, EPFO intends to engage two separate consultants for assisting its Investment Division. Any applicant may bid for both the assignments, but will be selected for only one of the assignments and if selected, shall be automatically disqualified for the second assignment.

4 Scope of Work

4.1. Formulating and Developing SOP on Risk Management:

The Consultant shall:

- 4.1.1. Identify the investment objectives of EPFO and the existing risk management strategies. For this, the Consultant may be required to assess / review operational structure of Investment division of EPFO and various professional partners; process and procedures adopted; and the policies & guidelines prescribed by Government of India as well as the Central Board of Trustees, EPF.
- 4.1.2. Identify and define risks which could prevent EPFO from achieving identified investment objectives.
- 4.1.3. Rate the risks (both in terms of impact and likelihood of occurrence) and based on the rating, define the investment risk universe of EPFO.
- 4.1.4. Assess the controllability of each risk and propose a risk-mitigating plan for each risk including their grading.
- 4.1.5. Submit a final comprehensive Risk Management Framework capturing each of the above five steps.
- 4.1.6. Evaluate and assess the Risk Management Framework on a periodic basis.

4.2. Investment Risk Assessment & Management

The Consultant shall:

- 4.2.1. Assess Investment Risks on periodic (monthly/quarterly) basis based on Risk Management Framework
- 4.2.2. Provide suggestions based on risk assessment in accordance with Risk Management Framework.
- 4.2.3. Provide periodic standardized training to EPFO officials in Investment division about Risk management framework and practices.

4.3. Selection of Custodian and External Concurrent Auditor

The Consultant shall:

- 4.3.1. Review & frame the of scope of work in consultation with stakeholders i.e. EPFO Investment team, portfolio managers, AMCs, ECA/Custodian.
- 4.3.2. Prepare Expression of Interest (EOI) / Request for Proposal (RFP) for potential bidders in India for the selection of Custodian / External Concurrent Auditor.
- 4.3.3. Ensure that all the relevant rules & regulation as well as guidelines prescribed by Government of India are followed for this task e.g. latest Manual of Procurement of Consultancy and other services, General Financial Rules, CVC guidelines, applicable guidelines issued by the regulatory and statutory bodies like IRDA, RBI, SEBI as well as other such applicable relevant rules/regulation/guidelines etc.

- 4.3.4. Evaluate Pre-qualification bids, Technical bids and Financial bids received; after complete due diligence, shortlist and recommend Custodian / External Concurrent Auditor for final selection; and assist in preparation of agreement to be signed by the EPFO with the selected Custodian / External Concurrent Auditor.
- 4.3.5. Adhere to the following timelines:

| Task | Timeline |
|--|---|
| Selection of Custodian / External Concurrent Auditor | Within six months of request made by EPFO, including publishing of Expression of Interest (EOI) and onboarding of Custodian / External Concurrent Auditor |

4.4. Performance Review of Custodian

The Consultant shall:

- 4.4.1. Create relevant benchmark & parameters for reviewing the functioning / performance of the Custodian based on agreement of EPFO with Custodian; and provide for periodical modification of the same from time to time as per the circumstances / requirement.
- 4.4.2. Conduct the review of the functioning / performance of the Custodian at such periodicity as required by EPFO. Consultant shall prepare performance review report & also advise measures and assistance to EPFO and Custodian for improvement in all areas.
- 4.4.3. Verify the systems and procedures in place with Custodian to carry out work as per agreement with EPFO and as per latest regulations of RBI and SEBI.

4.5. Performance Review of External Concurrent Auditor (ECA)The Consultant shall:

- 4.5.1. Create relevant benchmark & parameters for reviewing the functioning / performance of the ECA based on agreement of EPFO with the ECA; and provide for periodical modification of the same from time to time as per the circumstances / requirement.
- 4.5.2. Verify the systems and procedures in place with the ECA to carry out work as per agreement with EPFO.
- 4.5.3. Conduct the review of the functioning / performance of the ECA at such periodicity as required by EPFO. Consultant shall analyse reports submitted by ECA for identification of any gaps & also advise measures and assistance to EPFO and ECA for improvement in all areas.

4.6. The Consultant shall:

- 4.6.1. Form a team for handling this assignment, details of which are to be given in the technical proposal as per this RFP. The team will interact with the EPFO on an ongoing basis and attend the meetings convened

by EPFO.

- 4.6.2. Ensure that the team consists of such members having at least five years of work experience in the field of investment risk management and have an experience in regulations / process followed by Custodian and Concurrent Auditor.
- 4.6.3. Ensure that the team leader appointed for this task must possess at least 10 years of experience & expertise in relevant area.
- 4.6.4. Make presentation of report submitted in each of the deliverables mentioned above before the concerned officers and if need be before any Committee of Central Board, EPF as well as MoL&E/MoF/Standing Committee/Parliament & Govt. of India etc., as and when required/suggested by EPFO.

5 Contract Terms

- 5.1. Tenure of appointment:** Period of engagement of consultant will be 3 years. Tenure will be extendable further on mutually agreed terms subject to approval from competent authority. EPFO may terminate the contract with the Consultant in case its services are not found satisfactory.
- 5.2. Duties and responsibilities of the Consultant:** Please refer Section 4.
- 5.3. Confidentiality:** The Consultant & its personnel shall, during the term or after expiration of the Contract,
- 5.3.1. Maintain confidentiality and shall not, without the written consent of EPFO make any use of or divulge to any third party any document, data or other information furnished, received or generated directly or indirectly in connection with the assignment, whether such information has been furnished, received or generated prior to, during or following termination of the Contract.
 - 5.3.2. Take necessary steps to ensure confidential handling of all matters pertaining but not limited to documents, reports, plans, methods and any other information developed or acquired by him from EPFO under the terms of the contract or in performance thereof.
- 5.4. Performance Bank Guarantee**
- 5.4.1. Performance Bank Guarantee (PBG) shall be of an amount equal to Rs. 10,00,000/- (Rupees Ten Lakhs Only).
 - 5.4.2. The selected Consultant will furnish a Performance Bank Guarantee (PBG) by nationalized scheduled Banks as performance security towards this contract in the specified format as specified in clause 9.4.
 - 5.4.3. The selected Consultant shall at his own expense, deposit with EPFO, within Fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized Scheduled Bank acceptable to EPFO, payable on demand, for the due performance and fulfillment of the contract by the selected Custodian.
 - 5.4.4. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the selected Consultant.
 - 5.4.5. The performance bank guarantee shall be valid till the Expiration of Contract plus Three months, subject to annual renewals.
 - 5.4.6. The Performance Bank Guarantee may be discharged/ returned by EPFO upon being satisfied that there has been due performance of the obligations of the selected Consultant under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
 - 5.4.7. In the event of the selected Consultant being unable to service the contract for whatever reason, or any misrepresentation is discovered,

EPFO would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of EPFO under the Contract in the matter, the proceeds of the PBG shall be payable to EPFO as compensation for any loss resulting from the selected Consultant's failure to complete its obligations under the Contract. EPFO shall notify the selected Consultant in writing of the exercise of its right to receive such compensation within 15 days, indicating the contractual obligation(s) for which the selected Consultant is in default.

- 5.4.8. EPFO shall also be entitled to make recoveries from the selected Consultant's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, or misstatement.
- 5.4.9. Before invoking the PBG, the EPFO will give a notice of 14 days to the applicant indicating the contractual obligation(s) for which the applicant is in default and give an opportunity to represent before the EPFO. The decision of the CBT, EPF on the representation given by the applicant will be final and binding.

5.5. Force Majeure

- 5.5.1. Force majeure shall not include any events caused due to acts/omissions of such party or result from a breach/contravention of any of the terms of the contract, bid and/or the tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the contract.
- 5.5.2. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a force majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. EPFO will make the payments due for services rendered till the occurrence of force majeure. However, any failure or lapse on the part of the bidder in performing any obligation as is necessary and proper to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- 5.5.3. In case of a force majeure all parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of force majeure.

- 5.5.4. Force majeure clause shall mean and be limited to the following in the execution of the work:-
- a. War / hostilities
 - b. Riot or Civil commotion
 - c. Earth quake, flood, tempest, lightning or other natural physical disaster
 - d. Restriction imposed by the Government or other statutory bodies in India, which is beyond the control of the selected Consultant, which prevent or delay the execution of the order by the selected Consultant.
- 5.5.5. The selected Consultant shall inform EPFO in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, EPFO reserve the right to cancel the conditions of empanelment without any obligation to compensate the selected Consultant in any manner for what so ever reason, subject to the provision of clause mentioned.
- 5.5.6. Notwithstanding above, decision of EPFO on applicability of Force Majeure shall be final and binding on the Consultant.
- 5.6. Penalty for non-performance:** The Consultant shall accomplish the scope of work under this Agreement as per the Project Timelines as given in Clause 10. If the Consulting Agency fails to achieve the Project Timelines for any reason whatsoever, a non-performance penalty of 1% of the agreed fee for the activity may be imposed for each week of delay. Such penalty shall be deducted from any payables to the Consultant or recovered from Performance Guarantee. Total such penalty shall be capped at 10% of the financial bid.
- 5.7. Applicable Law:** The conditions shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- 5.8. Conditions of termination:**
- 5.8.1. The CBT, EPF has the right to terminate the appointment of the Consultant with immediate effect under the following circumstances:
- a. The Consultant is in breach or contravenes the conditions/clauses as specified in the RFP/ Agreement with the CBT, EPF;
 - b. Any representation, undertaking contained, documents, report, statement relating to the RFP/Agreement or furnished by the Consultant under or pursuant to the RFP/Agreement are found to be untrue, incomplete, inaccurate and/or incorrect in any respect and any material fact has not been disclosed;
 - c. If the Consultant ceases to be eligible to render its services under any regulation;

- d. Liquidation, dissolution, winding up of the Consultant under the provisions of Insolvency and Bankruptcy Code;
 - e. The Consultant / its Related Party or their Directors or key personnel in office have been found guilty of moral turpitude or convicted of any economic offence or violation of any financial sector laws;
 - f. The Consultant is unable to perform the duties and responsibilities as specified in the RFP / Agreement;
 - g. If in the CBT, EPF's opinion, the performance of the Consultant is not satisfactory;
 - h. If any false declaration or misrepresentation of any information/data or document relating to the RFP or the selection process is found;
 - i. If there is a change in the ownership, management or key personnel of the Consultant which in the opinion of the CBT, EPF, adversely affects the interest of the members of EPFO.
 - j. For any other reason that CBT, EPF may deem fit, by giving a notice in writing to the Consultant.
- 5.8.2. The appointment of the Consultant would be terminated at the end of the tenure as specified in the Letter of Appointment unless the term is extended as per clause 5.1 of this RFP.

5.9. Dispute Resolution

- 5.9.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure.
- 5.9.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
- 5.9.3. In case the disputes are not resolved amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration (ICA) and the award made in pursuance thereof shall be binding on the parties subject to the remedies prescribed under Arbitration and Conciliation Act, 1996.

6 RFP Process

6.1. Steps in electronic RFP process:

- 6.1.1. The RFP document, along with terms and conditions and other relevant documents, has been uploaded on <https://gem.gov.in/>. The bidders can log on to the website and see these documents.
- 6.1.2. Applicants are required to upload scanned copies of relevant documents and excel files for Pre-qualification, Technical and Financial bids as per the terms and formats defined in Section 8 of this RFP document.
- 6.1.3. More information useful for submitting online bids on the GeM Portal may be obtained at: <https://gem.gov.in/>.

6.2. Registration

- 6.2.1. Applicants wishing to participate in the electronic RFP process may get themselves registered by visiting Government e-Marketplace (GeM) Website <https://gem.gov.in/>.
- 6.2.2. As part of the enrolment process, the applicants will be required to choose a unique username and assign a password for their accounts.
- 6.2.3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the GeM Portal.

6.3. Searching for tender documents

- 6.3.1. There are various search options built in the GeM Portal, to facilitate bidders to search active tenders by several parameters. Bidder can search for tenders by type and nature of entity to search for a tender published on the GeM Portal.
- 6.3.2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules.
- 6.3.3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

6.4. Preparation of bids

- 6.4.1. Bidders are advised to go through GeM General Terms & Conditions (<https://gem.gov.in/page/gtc>) and uploaded bid documents thoroughly before creation of their bids.
- 6.4.2. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 6.4.3. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Any deviations from these may lead to rejection of the bid.
- 6.4.4. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule.

6.5. Submission of bids

- 6.5.1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay. -
- 6.5.2. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 6.5.3. Bidder should prepare the EMD as per the instructions specified in clause 6.8 of this document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 6.5.4. Bidders should necessarily submit their financial bids in the format provided and no other format is acceptable.
- 6.5.5. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

6.6. Assistance to bidders

- 6.6.1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 6.6.2. Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to Helpdesk No. given under ‘Contact Us’ section of GeM portal.

6.7. EPFO at any point of time may not award any task and no payment shall be made for the same. The decision to go forward or cancel rests entirely with EPFO.

6.8. **Earnest Money Deposit:** The applicants shall make an Earnest Money Deposit [EMD] of Rs 2,00,000 [Rupees two lakh only] in the form of a demand draft in favour of “Central Provident Fund Commissioner” payable at “New Delhi”. The same should be sent to Regional Provident Fund Commissioner (Investment) at Employees’ Provident Fund Organization (EPFO), 2nd Floor, Plate-A, NBCC Office Block, Tower-2, East Kidwai Nagar, New Delhi – 110023 by courier or in person on or before **16.01.2025 (Thursday) by 11 am**. The demand draft must be put in a sealed envelope clearly mentioning “**EMD pertaining to proposal for appointment of Consultant**” and the name of the applicant. Failure to provide the EMD by the stipulated time shall lead to offer being considered as unresponsive and rejected.

- 6.8.1. EPFO will refund the EMD to all the unsuccessful applicants upon signing of Agreement with the successful Consultant. No interest shall be payable on the EMD amount.
- 6.8.2. CBT, EPF reserves the right to forfeit the EMD if the applicant

withdraws / amends / impairs the bid during the Bid Validity Period or fails or refuses to accept the offer from EPFO for being appointed as the Consultant and/ or fails to provide performance guarantee and/or sign the Agreement within the stipulated period and/ or refuses to accept any of the terms of the Agreement. CBT, EPF may also decide to debar the said applicant from future assignments as per clause 6.9.

6.9. Bid Security Declaration (BSD)

- 6.9.1. The Bidders shall furnish, as part of its bid, a bid security declaration accepting that if they withdraw or modify their bids during period of validity etc., they will be debarred for a period of 5 years from participating in any of the bidding process of EPFO.
- 6.9.2. The bid will be disqualified if the BSD is not submitted along with the pre-qualification proposal in the format as specified in the clause 9.3.
- 6.9.3. The Bidder shall be debarred for a period of 5 years in following cases:
 - a. If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
 - b. If any misrepresentation on part of a bidder is discovered before, during or after completion of RFP process; or
 - c. In the case of a successful bidder, if it fails within the specified time limit to
 - i. Sign the Agreement or,
 - ii. Furnish the required Performance Bank Guarantee (PBG) as per clause 5.4.

6.10. Completeness of bid documents

- 6.10.1. The proposals must be submitted online only as detailed in this RFP. Proposals hand delivered or sent through registered post or courier or e-mail or any other means shall not be accepted. Proposals received in such manner will be treated as invalid and rejected.
- 6.10.2. The applicant must ensure that the softcopies of all bid documents complete in all aspects as detailed in this RFP are submitted online.
- 6.10.3. EPFO will evaluate the contents of the documents received to ascertain that all documents/information requirements are provided in the format and the manner specified.
- 6.10.4. EPFO may, where necessary, seek further clarifications from any/ all applicants in respect of any information provided in the RFP.
- 6.10.5. The Applicant must furnish clarifications within the stipulated time frame failing which the RFP submitted by the Applicant concerned will be treated as incomplete and rejected.

6.11. Pre-Bid Conference: The applicants can seek clarification from the EPFO on the RFP, in writing, by email to Addl. CPFC (Investment) (email id: query.imc@epfindia.gov.in) as per format given in Clause 9.1 of this document. The EPFO will respond to the above queries during the pre-bid conference.

6.12. The authorized representative of the applicants may be present at the time of opening of the Pre-Qualification, Technical and Financial bids.

6.13. Evaluation of Pre-qualification, Technical and Financial bids

- 6.13.1. The Pre-qualification bids of all the applicants will be evaluated as per the criteria specified in Clause 7.1 of the RFP.
- 6.13.2. All Applicants, who qualify on the Pre-Qualifications bid criteria as laid down in this RFP would only, be further evaluated on technical and financial bids.
- 6.13.3. The Technical bids of all the Applicants will be evaluated as per the criteria specified in this Clause 7.2 as per the rating system.
- 6.13.4. Applicant eligible for technical bid evaluation will be required to give a write-up on Methodology to be followed for execution of assignment and approach for training. The applicants may be required to give a presentation on the same, if asked by EPFO. High quality of work and suggestions will be appreciated.
- 6.13.5. The final evaluation would be based on both technical and financial bids as explained in Clause 8.5 of this RFP.
- 6.13.6. The proposals shall be valid for a period of Six (6) months from the date of opening of the Financial Bid.

6.14. Finalization of the Consultant

- 6.14.1. The successful Consultant will be finalized based on the evaluation criteria and the decision of the EPFO shall be final and the same will be informed accordingly.
- 6.14.2. EPFO reserves the right to cancel the appointment process and may decide further course of action including call for a re-bid without assigning any reason thereof at any point of time.

6.15. Key Activities and Dates

The expected schedule of key activities for the purpose of this RFP is outlined below:

| Sr. No. | Key Activities | Due Date* |
|---------|--|-------------------------------------|
| 1. | Issue of Request For Proposal (RFP) | 10.12.2024 (Tuesday) |
| 2. | Last date for submission of queries via e-mail only (query.imc@epfindia.gov.in) | 23.12.2024 (Monday) |
| 3. | Pre-bid Conference | 30.12.2024 (Monday), at 11.00 AM |
| 4. | Issuance of clarifications / addendum / amendment to RFP, if any, on EPFO's website | 07.01.2025 (Tuesday) |
| 5. | Last date for receipt of bid (Proposal Due Date) | 16.01.2025 (Thursday) |
| 6. | Opening of Pre-Qualification bids | 17.01.2025 (Friday), 03:00 PM |
| 7. | Opening of Technical bids for eligible Applicants | 29.01.2025 (Wednesday), at 11:00 AM |
| 8. | Presentation on technical bid by eligible bidders, if required | 29.01.2025 (Wednesday), at 11:00 AM |
| 9. | Opening of Financial bids for the eligible Applicants | 07.02.2025 (Friday), 03:00 PM |
| 10. | Issuance of letters to selected Consultant | After approval of Competent |

| | | |
|-----|---|--|
| 11. | Selected Consultant to be ready in all respects | Authority Within 7 days of issue of letter intimating appointment |
|-----|---|--|

** The EPFO reserves the right to change any date/time mentioned in the schedule above.*

7 Bid Evaluation Criteria

7.1. Pre-Qualification criteria for selection of Consultant is as follows :

| S. No | Criteria | Supporting Document |
|-------|--|-------------------------|
| 1. | The Bidder as on the date of RFP, should be a company registered under the Companies Act 1956, or Companies Act, 2013 or any Central or State Government Companies, Central Public Financial Institution, Corporation or Commercial entity established through a statute of Parliament or a body corporate registered under LLP Act 2008. | Clause 8.2.1 |
| 2. | The Consultant must have at least ten (10) years of experience in financial / investment consultancy in India or Globally, out of which minimum 5 years of experience should be in India. | Clause 8.2.2 |
| 3. | The Consultant must have successfully completed at least two (2) assignments of framing Investment Risk Management Framework during last 10 years for a Provident / Pension / Insurance / Mutual fund with Assets under Management (AUM) of not less than Rs.10,000 crore. | Clause 8.2.3 |
| 4. | Team formed by the Consultant for this assignment should have at least two (2) members with experience in framing Investment Risk Management Framework | Clause 8.2.4 |
| 5. | The Bidder should possess demonstrable experience / knowledge in Manual of Procurement of Consultancy and other services, General Financial Rules, CVC guidelines, applicable guidelines issued by the regulatory and statutory bodies like IRDA, RBI, SEBI as well as other such applicable government rules/regulation/guidelines etc. At least one such assignment should be in last 7 years. | Clause 8.2.5 |
| 6. | The Bidder should possess demonstrable experience in creating performance benchmarks/parameters for financial service industry and reviewing performance based on such benchmarks. At least one such assignment should be in last 10 years. | Clause 8.2.6 |
| 7. | The Bidder should have minimum on-roll staff of 20 people working in the area of financial or investment research/consultancy services. | Clause 8.2.7 |
| 8. | The Bidder should have minimum Net-worth of Rs. 50 Crore as on 31.3.2023. | Clause 8.2.8 |
| 9. | The Bidder should not have been disqualified by SEBI or any other Regulatory Authority notified by Government of India in the last five years immediately preceding this RFP. | Clause 8.2.9 |
| 10 | The Bidder should have valid Income tax Permanent Account Number (PAN), GST and other Statutory registration. | Clause 8.2.10 |
| 11 | The Bidding firm and its CEO/Managing Director/Chairman or equivalent should not have been convicted by a court of law or indictment / adverse order passed against the firm / CEO/Managing Director/Chairman or equivalent. | Clause 8.2.118.2.1 1 |

7.2. Technical evaluation parameters

The following tables outline the broad parameters based on which evaluation of technical proposals of the applicants shall be carried out by the EPFO:

| S.No. | Measure | Measurement Criteria | Supporting Document | Max. Score |
|-------|---|---|---------------------|------------|
| 1. | Experience of bidding firm in framing | (a) No. of assignments completed in last 10 Financial Years for Funds* with AUM of not less than Rs.10,000 crore | Clause 8.3.1.a | 10 |
| 2. | Investment Risk Management Framework | (b) Size of total AUM (as on date of completion) for assignments completed in last 10 financial years | Clause 8.3.1.b | 5 |
| 3. | | (c) Number of Team members having experience in framing Investment Risk Management Framework (Minimum two required) | Clause 8.3.1.c | 3 |
| 4. | Experience of bidding firm in Assessment and | (a) Number of assignments completed in last 10 Financial Years for Funds* with AUM of not less than Rs.10,000 crore | Clause 8.3.2.a | 10 |
| 5. | Management of Investment Risk for Funds* | (b) Size of total AUM for assignments completed in last 10 financial years. (as on date of completion) | Clause 8.3.2.b | 5 |
| 6. | | (c) Number of Team members having experience in Assessment and Management of Investment Risk (Minimum two required) | Clause 8.3.2.c | 3 |
| 7. | Experience of bidding firm in selection of an agency as per | (a) Number of assignments completed in last 7 Financial Years involving selection of an agency as per GFR / Manual of Procurement of Consultancy Services | Clause 8.3.3 | 5 |
| 8. | GFR / Manual of Procurement of Consultancy Services | (b) Out of (a) above, number of assignments completed involving selection of Custodian | Clause 8.3.3.b | 2 |
| 9. | | (c) Out of (a) above, number of assignments completed involving selection of Concurrent Auditor | Clause 8.3.3.c | 2 |
| 10. | | (d) Number of Team members having experience in selection of an agency as per GFR / Manual of Procurement of Consultancy Services and relevant Govt. of India instructions issued from time to time in this regard. | Clause 8.3.3.d | 3 |
| 11. | Experience of bidding firm in | (a) Number assignments completed in last 10 Financial Years | Clause 8.3.4.a | 5 |
| 12. | creating benchmarks/parameters for | (b) Out of (a) above, number of assignments completed involving performance evaluation of Custodian | Clause 8.3.4.b | 2 |

| | | | | |
|-----|---|--|----------------|----|
| 13. | financial service in industry and reviewing performance based on such benchmark | (c) Out of (a) above, number of assignments completed involving performance evaluation of Concurrent Auditor | Clause 8.3.4.c | 2 |
| 14. | | (d) Number of Team members having experience in evaluation of Custodial Services and / or Concurrent Audit of investments. | Clause 8.3.4.d | 3 |
| 15. | Write-up/Presentation | Methodology to be followed for execution of assignment (Score will be assigned by Committee on quality of write- up / presentation) | Clause 8.3.5 | 5 |
| | Total | | | 70 |

* Funds here shall mean Provident funds, Pension funds, Insurance funds or Mutual funds with minimum AUM of Rs. 10000 Crore.

7.2.1. Evaluation and scoring process

a. For technical evaluation parameters no. 3, 6, 10 & 14:

One (1) mark shall be given for each team member having experience of more than 5 years in the relevant field, subject to maximum marks for the criteria. Nil marks shall be given for team members having less than 5 years of experience.

b. For other parameters:

Scores for other technical parameters shall be assigned for various criteria on proportionate basis among eligible bidders. Highest entry shall be assigned maximum allowed score, while remaining entries shall be assigned score on a linear scale and rounded off to two decimal point.

$$\text{Score} = \text{Max Score} * (X / \text{Highest value})$$

Where "X" is bid value being evaluated.

Eg. For Experience of bidding firm in framing Investment Risk Management Framework:

| | No. of assignments completed in last 10 Financial Years for Funds* with AUM of not less than Rs.10,000 crore | Score for experience |
|-------------|--|----------------------|
| Applicant 1 | 22 (Highest Value) | 10 (Max. Score) |

| | | |
|-------------|----|--------------------------|
| Applicant 2 | 7 | $10 * 7 / 22$ = 3.18 |
| Applicant 3 | 18 | $10 * 18 / 22$ = 8.18 |
| Applicant 4 | 9 | $10 * 9 / 22$ = 4.09 |
| Applicant 5 | 21 | $10 * 21 / 22$ = 9.55 |

- For Write-up/Presentation, Score will be assigned by Selection Committee on quality of write-up / presentation with reference to methodology to be followed for execution of assignment.
 - Technical score shall be a sum of score on individual technical parameters.

7.3. Financial Bid –

- Financial bids shall have a score of 30 points. Formats for Financial Bids are provided at clause 8.4
- In case of the Financial Bid, the minimum bid would have a score of 30 and the scores of all other applicants would be calculated relative to the best score by below formula and rounded off to two decimal points:

| |
|--|
| Final Financial Score = $30 * (Lowest$ |
|--|

Where "X" is bid value being evaluated.

8 Format of Pre-Qualification, Technical and Financial bid

8.1. Documents comprising the proposal: The proposal submitted by the applicant shall comprise the following documents:

- 8.1.1. Pre-qualification bid with all the information, as laid down in Clause 8.2, duly filled in along with all attachments/schedules duly completed and, signed by the authorized representative of the applicant.
- 8.1.2. Technical bid including all the information, as laid down in Clause 8.3, duly filled in along with all attachments/schedules duly completed and, signed by the authorized representative of the applicant.
- 8.1.3. The applicant's Financial bid, as per the format defined in Clause 8.4, signed by the authorized representative of the applicant.
- 8.1.4. Any other information that is to be submitted during the course of the proposal process.
- 8.1.5. There must be a summary of list of documents against each proposal (Pre-qualification, Technical and Financial bids). For both Pre-Qualification and Technical bids, there must be an index at the beginning of the proposal detailing the summary of all information contained in the proposal. Each supporting document required in the proposal should clearly numbered.
- 8.1.6. Each supporting document required in the proposal should clearly indicate the serial number of the relevant clause of the RFP against which the submission has been made.
- 8.1.7. The currency of the proposal and payments shall be in Indian rupees only.
- 8.1.8. With regards to relevance of documents submitted, decision by Selection Committee of EPFO shall be final.

8.2. Pre-qualification bid format

Name of the Applicant :

Address with telephone No., Fax No., E-Mail ID, etc.

- 8.2.1. The bidder as on the date of RFP, should be a company registered under the Companies Act 1956, or Companies Act, 2013 or any Central or State Government Companies, Central Public Financial Institution, Corporation or Commercial entity established through a statute of Parliament or a body corporate registered under LLP Act 2008.

| Sr. No | Particulars | Supporting document | Remarks, if any | Annexure No. |
|--------|--|---------------------|-----------------|--------------|
| 1 | Registration number and date of registration as a Company / Corporation etc. | | | |

- 8.2.2. The Consultant must have at least ten (10) years of experience in financial / investment consultancy in India or Globally, out of which minimum 5 years of experience should be in India: Enclose relevant documents evidencing the period of operation, such as Certificate of experience / completion of work as Financial / investment consultant etc.

| Sr. No. | Period | Supporting Documents | Remarks if any | Annexure No. |
|---------|--------|----------------------|----------------|--------------|
| | | | | |

- 8.2.3. The Consultant must have successfully completed at least two (2) assignments of framing Investment Risk Management Framework during last 10 years for a Provident / Pension / Insurance / Mutual fund with Assets under Management (AUM) of not less than Rs.10,000 crore: Enclose certificate of completion of 2 or more such assignments

| Sr. No | Particulars of Assignment | Details of Client / Type of Client | AUM | Supporting document | Remarks, if any | Annexure No. |
|--------|---|------------------------------------|-----------------------------|---------------------|-----------------|--------------|
| 1 | Nature of Assignment, Date of completion etc. | | (At the time of assignment) | | | |
| 2 | | | | | | |

- 8.2.4. Team formed by the Consultant for this assignment should have at least two (2) members with experience in framing Investment Risk Management Framework: enclose appropriate documents / certificates in support of the team members' experience in relevant area:

| Sr. No. | Name of team member | Designation | Work area | Years of experience in relevant area | Assignment completed in relevant area | Details of Assignment completed | Annexure No. |
|---------|---------------------|-------------|-----------|--------------------------------------|---------------------------------------|---------------------------------|--------------|
| 1. | | | | | | | |
| 2. | | | | | | | |

- 8.2.5. The Bidder should possess demonstrable experience / knowledge in Manual of Procurement of Consultancy and other services, General Financial Rules, CVC guidelines, applicable guidelines issued by the regulatory and statutory bodies like IRDA, RBI, SEBI as well as other such

applicable government rules/regulation/guidelines etc. At least one such assignment should be in last 7 years. Enclose documentary proof such as satisfactory completion letter, work order, evaluation report etc in the relevant area :

| Sr. No. | Name of Assignment | Period | Supporting Documents | Remarks if any | Annexure No. |
|---------|--------------------|--------|----------------------|----------------|--------------|
| | | | | | |

8.2.6. The Bidder should possess demonstrable experience in creating performance benchmarks/parameters for financial service industry and reviewing performance based on such benchmarks. At least one such assignment should be in last 10 years. Enclose documentary proof such as satisfactory completion letter, work order, evaluation report etc in the relevant area along with copy of benchmarks / parameters created for such assignment:

| Sr. No. | Name of Assignment | Period | Supporting Documents | Remarks if any | Annexure No. |
|---------|--------------------|--------|----------------------|----------------|--------------|
| | | | | | |

8.2.7. The Bidder should have minimum on-roll staff of 20 people working in the area of financial or investment research/consultancy services - Enclose appropriate supporting undertaking / certificate specifically certifying that as on the date of RFP, the bidder has a minimum staff of 20 people working in relevant area :

| Sr. No. | Name | Designation | Work area | Qualification |
|---------|------|-------------|-----------|---------------|
| | | | | |

8.2.8. The Bidder should have minimum Net-worth of Rs. 50 Crore as on 31.3.2023. – enclose audited balance-sheet of FY2022-23.

| Sr. No. | Supporting Documents submitted | Remarks, if any | Annexure No. |
|---------|--------------------------------|-----------------|--------------|
| | | | |

8.2.9. The Bidder should not have been disqualified by SEBI or any other Regulatory Authority notified by Government of India in the last five years immediately preceding this RFP. Enclose a declaration to that effect in the format of undertaking as given in Clause 9.2

8.2.10. The bidder should have valid Income tax Permanent Account Number (PAN), GST and other statutory registrations. – enclose copy.

| Sr. No. | Supporting Documents submitted | Remarks, if any | Annexure No. |
|---------|--------------------------------|-----------------|--------------|
| | | | |

8.2.11. The Bidding firm and its CEO/Managing Director/Chairman or equivalent should not have been convicted by a court of law or indictment / adverse order passed against the firm / CEO / Managing Director/Chairman or equivalent – Undertaking from the CEO/Managing Director or equivalent competent authority of the Consultant firm certifying the same. Refer Clause 9.2 for the format of Undertaking.

8.3. Technical Proposal Format: The following quantitative information is required to be submitted by the Applicants:

8.3.1. Experience of bidding firm in framing Investment Risk Management Framework.

a. No. of assignments completed in last 10 Financial Years for Funds* with AUM of not less than Rs.10,000 crore - Undertaking certifying the same along with corroborating document/certificate of client/task completion certificate etc. Refer Clause 9.2 for the format of Undertaking.

| No. of assignments completed or ongoing assignments in last 10 Financial years |
|--|
| |

| Sr. No. | Particulars of Assignment | Details of Client | Period of Assignment | AUM of Fund | Supporting document | Remarks, if any | Annexure No. |
|---------|---------------------------|-------------------|----------------------|-----------------------------|---------------------|-----------------|--------------|
| 1 | | | (Start and End Date) | (At the time of Assignment) | | | |
| 2 | | | | | | | |

b. Size of total AUM (as on date of completion) for assignments completed in last 10 financial years : Undertaking certifying the same along with corroborating document/certificate of client/task completion certificate etc. Refer Clause 9.2 for the format of Undertaking.

| |
|---|
| Size of total AUM (as on date of completion) for assignments completed in last 10 financial years |
| |

- c. Number of Team members having experience in framing Investment Risk Management Framework – provide details of team members in below format.

| S. No. | Name of Team Member | Details of relevant projects undertaken by the professional (Name of Project, Name of company, Start Date, End Date, Duration, Role) <i>(Details mentioned here should match with those mentioned in CV)</i> | Whether the role played can be mapped with any of the job(point) enumerated in the Scope of Work of this RFP IF YES, please mention clause no. | CV (Annexure No.) |
|--------|---------------------|--|---|-------------------|
| | | | | |
| | | | | |
| | | | | |

8.3.2. Experience of bidding firm in Assessment and Management of Investment Risk for Funds* –

- a. Number of assignments completed in last 10 Financial Years for Funds* with AUM of not less than Rs.10,000 crore - - Undertaking certifying the same along with corroborating document/certificate of client/task completion certificate etc. Refer Clause 9.2 for the format of Undertaking.

| |
|--|
| No. of assignments completed or ongoing assignments in last 10 Financial years |
| |

| Sr. No | Particulars of Assignment | Details of Client | Period of Assignment | AUM | Supporting document | Remarks, if any | Annexure No. |
|--------|---------------------------|-------------------|----------------------|-----------------------------|---------------------|-----------------|--------------|
| 1 | | | (Start & End Date) | (At the time of assignment) | | | |
| 2 | | | | | | | |

- b. Size of total AUM for assignments completed in last 10 financial years. (as on date of completion) - Undertaking certifying the same along with corroborating document/certificate of client/task completion certificate etc. Refer Clause 9.2 for the format of Undertaking.

| |
|---|
| Size of total AUM (as on date of completion) for assignments completed in last 10 financial years |
| |

- c. Number of Team members having experience in Assessment and Management of Investment Risk (Minimum two required) - provide details of team members in below format.

| S.No. | Name of Team Member | Details of relevant projects undertaken by the professional (Name of Project, Name of company, Start Date, End Date, Duration, Role) <i>(Details mentioned here should match with those mentioned in CV)</i> | Whether the role played can be mapped with any of the job(point) enumerated in the Scope of Work of this RFP IF YES, please mention clause no. | CV (Annexure No.) |
|-------|---------------------|--|---|-------------------|
| | | | | |
| | | | | |
| | | | | |

8.3.3. Experience of bidding firm in selection of an agency as per GFR / Manual of Procurement of Consultancy Services –

- a. Number of assignments completed in last 7 Financial Years involving selection of an agency as per GFR / Manual of Procurement of Consultancy Services - Enclose documentary proof such as satisfactory completion letter, work order, evaluation report etc in the relevant area:

| Sr. No. | Name of Assignment | Period | Supporting Documents | Remarks if any | Annexure No. |
|---------|--------------------|--------|----------------------|----------------|--------------|
| | | | | | |

Note : For evaluation purpose only those assignment shall be considered involving selection as per GFR/ Manual of procurement of Consultancy Services, which have been assigned by Government / Statutory bodies / PSUs and where the bidder has been responsible for complete selection process including preparation of RFP and evaluation of bidders. Documentary evidence are required to be submitted as proof of such assignments undertaken to the satisfaction of the Selection Committee of EPFO.

- b. Out of (a) above, number of assignments completed involving selection of Custodian - Enclose documentary proof such as satisfactory completion letter, work order, evaluation report etc in the relevant area:

| Sr. No. | Name of Assignment | Period | Supporting Documents | Remarks, if any | Annexure |
|---------|--------------------|--------|----------------------|-----------------|----------|
|---------|--------------------|--------|----------------------|-----------------|----------|

- c. Out of (a) above, number of assignments completed involving selection of Concurrent Auditor - Enclose documentary proof such as satisfactory completion letter, work order, evaluation report etc in the relevant area:

| Sr. No. | Name of Assignment | Period | Supporting Documents | Remarks if any | Annexure No. |
|---------|--------------------|--------|----------------------|----------------|--------------|
|---------|--------------------|--------|----------------------|----------------|--------------|

- d. Number of Team members having experience in selection of an agency as per GFR / Manual of Procurement of Consultancy Services and relevant Govt. of India instructions issued from time to time in this regard- provide details of team members in below format.

| S.No. | Name of Team Member | Details of relevant projects undertaken by the professional (Name of Project, Name of company, Start Date, End Date, Duration, Role) <i>(Details mentioned here should match with those mentioned in CV)</i> | Whether the role played can be mapped with any of the job(point) enumerated in the Scope of Work of this RFP IF YES, please mention clause no. | CV (AnnexureNo.) |
|-------|---------------------|--|--|------------------|
|-------|---------------------|--|--|------------------|

8.3.4. Experience of bidding firm in creating benchmarks/parameters for financial service industry and reviewing performance based on such benchmark –

- a. Number of assignments completed in last 10 Financial Years - Enclose documentary proof such as satisfactory completion letter, work order, evaluation report etc in the relevant area along with undertaking certifying the same. Refer Clause 9.2 for the format of Undertaking.

| |
|--|
| No. of assignments completed or ongoing assignments in last 10 Financial years |
|--|

| Sr.No | Particulars of Assignment | Details of Client | Period | Supporting document | Remarks, if any | Annexure No. |
|-------|---------------------------|-------------------|--------|---------------------|-----------------|--------------|
| 1 | | | | | | |
| 2 | | | | | | |

- b. Out of (a) above, number of assignments completed involving performance evaluation of Custodian - Enclose documentary proof such as satisfactory completion letter, work order, evaluation report etc in the relevant area :

| |
|---|
| No. of assignments completed or ongoing assignments in last 10 Financial years, involving performance evaluation of Custodian |
| |

| Sr. No | Particulars of Assignment | Details of Client | Period | Supporting document | Remarks, if any | AnnexureNo. |
|--------|---------------------------|-------------------|--------|---------------------|-----------------|-------------|
| 1 | | | | | | |
| 2 | | | | | | |

- c. Out of (a) above, number of assignments completed involving performance evaluation of Concurrent Auditor - Enclose documentary proof such as satisfactory completion letter, work order, evaluation report etc in the relevant area :

| |
|--|
| No. of assignments completed or ongoing assignments in last 10 Financial years, involving performance evaluation of Concurrent Auditor |
| |

| Sr. No | Particulars of Assignment | Details of Client | Period | Supporting document | Remarks, if any | AnnexureNo. |
|--------|---------------------------|-------------------|--------|---------------------|-----------------|-------------|
| 1 | | | | | | |
| 2 | | | | | | |

- d. Number of Team members having experience in Custodial Services and / or Audit of investments. - provide details of team members in below format.

| S.No. | Name of Team Member | Details of relevant projects undertaken by the professional (Name of Project, Name of company, Start Date, End Date, Duration, Role) <i>(Details mentioned here should match with those mentioned in CV)</i> | Whether the role played can be mapped with any of the job(point) enumerated in the Scope of Work of this RFP IF YES, please mention clause no. | CV (AnnexureNo.) |
|-------|---------------------|--|---|------------------|
| | | | | |
| | | | | |
| | | | | |

- 8.3.5. Applicant are required to submit a write-up on Methodology to be followed for execution of consultancy assignment and approach for

training and may also be required by EPFO to give a presentation on the same as at clause 6.13.4.

8.4. Financial bid Format

8.4.1. The Financial bid shall be submitted in the following format

| Sl. No. | Charges for Activity to be carried out | Unit | Consultancy Fee (In Rs.) | In words |
|---------|--|------------------------------|--------------------------|----------|
| 1. | Formulating and Developing SOP on Risk Management under Clause 4.1 | Lump sum | | |
| 2. | Investment Risk Assessment & Management under Clause 4.2 | Rate per quarter | | |
| 3. | Selection of Custodian and External Concurrent Auditor as per Clause 4.3 | Lump sum for each assignment | | |
| 4.a | Performance Review of Custodian (Clause 4.4) : Creation of benchmark / parameters | Lump Sum | | |
| 4.b | Performance Review of Custodian (Clause 4.4) : Periodic performance evaluation | Rate per year | | |
| 5.a | Performance review of External Concurrent Auditor (ECA) (Clause 4.5): Creation of benchmark / parameters | Lump Sum | | |
| 5.b | Performance review of External Concurrent Auditor (ECA) (Clause 4.5): Periodic performance evaluation | Rate per year | | |
| | Total = [1] + 12x[2] + 2x[3] + [4.a] + 3x[4.b] + [5.a] + 3x[5.b] | | # | |

this figure will be considered for calculating Financial bid score.

Note:-

- 1. The Financial Bid shall be inclusive of all expenses including local conveyance. Out of station, travelling, boarding and lodging expenses for travel made on EPFO's request shall be reimbursed as per the rules applicable to EPFO officers drawing the salary at Level-11 in Pay Matrix or actual, whichever is less.*
- 2. Financial bids should be exclusive of Taxes.*

8.5. Bid Evaluation Process

8.5.1. Proposals comprising of three separate bids that include Pre-Qualification bid, Technical bid and financial bid from the Bidders will be evaluated as under:

- a. The pre-qualification bid shall be evaluated by the Committee to shortlist the bidders eligible for evaluation of their technical bids.
- b. The technical bids of only those eligible/shortlisted bidders, who fulfill all the eligibility conditions for pre-qualification, will be opened and thereafter evaluated.
- c. Only bidders with a score of at least 35 out of 70 in Technical Bid will qualify for evaluation of their Financial Bid. Further, not more than top 5 bidders as per technical score will be considered for evaluation of Financial Bid.

(ILLUSTRATION)

| Sr No | Bidder | Technical Score | Qualified for opening of financial bid |
|-------|--------|-----------------|--|
| 1 | A | 49 | Yes |
| 2 | B | 56 | Yes |
| 3 | C | 62 | Yes |
| 4 | D | 30 | No |

- d. Maximum score for each criterion for evaluating technical bids is as per clause 7.2. Technical bid will have maximum score of 70. Financial bid will have a maximum score of 30.
- e. The selection shall be on the basis of a combined score of Technical and Financial bids. The Technical Bid shall have a weight of 70% and the Financial Bid a weight of 30%.
- f. Standard Format for submission of information with documents to be submitted for technical bid and the format for financial bid are placed as clause 8.3 and 8.4 above.
- g. The Technical bid with the highest technical score will be given a final technical score of 70 and other proposals will be given final technical scores that are proportional to their technical score. This will be treated as 'Final Technical Score' for evaluation purpose.

(ILLUSTRATION)

| Sr No | Bidder | Technical Score | Final Technical Score out of 70 (ES/HES*70) |
|-------|--------|-----------------|---|
| 1 | A | 49 | $49/62*70 = 55.32$ |
| 2 | B | 56 | $56/62*70 = 63.23$ |
| 3 | C | 62 (HES) | $62/62*70 = 70$ |

* ES – Evaluated Score, HES – Highest Evaluated Score

- h. The financial bid with the lowest cost will be given a financial score of 30 and other proposals will be given financial scores that are inversely proportional to their prices (See Clause 7.3). This will be treated as 'Final Financial Score' for evaluation purpose.

(ILLUSTRATION)

| Sr. No | Bidder | Financial Bid (in Lakhs) (EC) | Final Financial Score out of 30 (LEC/EC*30) |
|--------|--------|-------------------------------|---|
| 1 | A | 3 | $2/3*30 = 20$ |
| 2 | B | 2 (LEC) | $2/2*30 = 30$ |
| 3 | C | 4 | $2/4*30 = 15$ |

* EC – Evaluated Cost, LEC – Lowest Evaluated Cost

- i. The total score of technical and financial bids (i.e. Score obtained out of 30) shall be obtained by adding up the final technical score (i.e. score obtained out of 70) and final financial score.

(ILLUSTRATION)

| Sl. No. | Bidder | Final Technical Score | Final Financial Score | Total Combined Score |
|---------|--------|-----------------------|-----------------------|----------------------|
| 1 | A | 55.32 | 20 | 75.32 |
| 2 | B | 63.23 | 30 | 93.23 |
| 3 | C | 70 | 15 | 85 |

- 8.5.2. Highest Points basis: On the basis of the combined weightage score for technical and financial bids, the Applicant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of technical and financial bids will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3, etc. The bid with highest score will be selected.

(ILLUSTRATION)

| Sl. No. | Bidder | Total Combined Score | Qualified for opening of Financial Bid and Evaluation thereof |
|---------|--------|----------------------|---|
| 1 | A | 75.32 | H3 |
| 2 | B | 93.23 | H1 |
| 3 | C | 85 | H2 |

8.6. Combined Scores - The successful applicant shall be the applicant having the highest combined score. In the event two or more proposals have the same scores in the final ranking, the proposal with the highest technical score would be ranked higher.

8.7. Conflict of Interest

8.7.1. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified.

8.7.2. EPFO requires that the Consultant provides professional, objective, and impartial advice and at all times holds EPFO's interests paramount, avoid conflicts with other assignments or its own interests, and acts without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of EPFO.

8.7.3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- a. the Applicant, its consortium member (the "Member") or Associates (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this sub-clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the

Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- b. a constituent of such Applicant is also a constituent of another Applicant; or
- c. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- d. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- e. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- f. there is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- g. the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred

to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause, indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a such Applicant, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Applicant (the "Associate"); provided, however, that if the Applicant has any formal arrangement such as consortium membership in a consortium of advisers/ Consultant for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Applicant solely due to the reason of forming such consortium. As used in this definition, the expression "control" mean, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

8.7.4. In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the bidders for the Custodian or ECA of EPFO, they shall make a disclosure to the Authority as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFP applications and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The EPFO shall, upon being notified by the Consultant under this clause decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within an appropriate period.

8.7.5. The Selected Consultant and its associates/partner/subsidiary companies shall not be allowed to bid in selection of Custodian or selection of ECA of EPFO.

8.8. Number of Proposals - No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

8.9. EPFO intends to engage two separate consultants for assisting its Investment Division. Any applicant may bid for both the assignments, but will be selected for only one of the assignments and if selected, shall be automatically disqualified for the second assignment.

8.10. Cost of Proposal - The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation etc. EPFO will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

8.11. Acknowledgement by Applicant: The Bidder shall submit an undertaking that it has:

- a. Made a complete and careful examination of the RFP;
- b. Received all relevant information requested from EPFO;
- c. Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the EPFO.
- d. Satisfied itself about all matters, things and information necessary and required for submitting an informed Application and performance of all of its obligations thereunder;

8.12. Right to reject any or all Proposals: The issue of this RFP does not imply that the EPFO is bound to select a Bidder or to appoint the Selected Bidder. EPFO reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

8.13. Amendment of RFP: At any time prior to the deadline for submission of Proposal, EPFO may, for any reason, whether on its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and by conveying the same to the prospective Applicants by publishing on website of EPFO.

8.14. Fraud and corrupt practices:

8.14.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

8.14.2. Without prejudice to the rights of the Authority under Clause 7.15. hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, 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 Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 3 (three) years from the date such Bidder or Concessionaire, as the case may be.

- 8.14.3. 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 the LOA 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 issue of the LOA 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 consultant/adviser of the Authority in relation to any matter concerning the Project;
 - b. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c. **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding 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 Bidding Process; or (ii) having a Conflict of Interest; and
 - e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective

of restricting or manipulating a full and fair competition in the Bidding Process.

8.15. Proposal Due Date

- 8.15.1. Proposal should be submitted at or before 1100 hrs on the Proposal Due Date (PDD) specified in Clause 6.15 in the manner and form as detailed in this RFP.
- 8.15.2. EPFO may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 8.13 uniformly for all Applicants

8.16. Late Proposals- Proposals received by the EPFO after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

8.17. Modification/ substitution/ withdrawal of Proposals

- 8.17.1. The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the EPFO prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.
- 8.17.2. The modification, substitution, or withdrawal notice shall be prepared and submitted in accordance with Section 8.
- 8.17.3. Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by EPFO, shall be disregarded.

9 Formats for Clarifications Requests, Undertaking etc.

9.1. Request for clarifications

| Applicant's Request For Clarification | | | |
|---|---------------------------------|--|--|
| Name of Organization submitting request | | Name & position of person submitting request | Address of organization including phone, fax, email, points of contact |
| | | | Tel: Fax: E-mail: |
| Sr. No. | Reference (Clause No./Page No.) | Content of RFP requiring clarification | Points of Clarification required |
| 1 | | | |
| 2 | | | |
| 3 | | | |

9.2. Format for undertaking

UNDERTAKING

(To be given on company letter head by MD/CEO or a person duly authorized by Board of the Bidder)

I, _____, am the _____ of _____ <company name>
("The Bidder") having its registered office at _____.

1. I am authorized to sign and execute this undertaking on behalf of the Bidder for submitting a proposal pursuant to the Request For Proposal (RFP) issued by the Employees' Provident Fund Organization ("EPFO") for appointment of Consultant to assist EPFO in Formulating and Developing SOP on Risk Management; Selection and Performance Review of EPFO's Custodian & the External Concurrent Auditor (ECA).
2. I/We refer to the communication inviting proposal for Appointment as Consultant to assist EPFO in Formulating and Developing SOP on Risk Management; Selection and Performance Review of EPFO's Custodian & the External Concurrent Auditor (ECA). I have read and understood the contents of the document and wish to participate in the appointment process. I am pleased to submit our bid along with all the necessary documents, as mentioned in the RFP, for appointment as Consultant to assist EPFO in Formulating and Developing SOP on Risk Management; Selection and Performance Review of EPFO's Custodian & the External Concurrent Auditor (ECA).
3. I/We confirm that we satisfy the Pre-qualification criteria set out in the relevant sections of the RFP.
4. I/We agree to unconditional acceptance of all the terms and conditions set out in the RFP documents.
5. I/We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents delivered to the EPFO is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not, in whole or in part, mislead the EPFO as to any material fact; and all documents accompanying such Proposal are true copies of their respective originals.
6. I/We shall make available to the EPFO any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
7. I/We acknowledge the right of the EPFO to cancel the Bidding process or reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
8. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the EPFO in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the abovementioned Project.
9. I/We agree to keep this offer valid for 6 months from the PDD specified in the RFP.
10. In the event of my/our firm being selected as the Consultant, I/we agree and undertake to provide the services of the Consultant in accordance with the

provisions of the RFP and that the Consultant shall be responsible for providing the agreed services itself and not through any other firm, person or associate.

11. I/We undertake, if our proposal is accepted, to adhere to the stipulations put forward in the RFP or such adjusted plan as may subsequently be mutually agreed between us and the EPFO or its appointed representatives.
12. I/We certify that in the last three years, I/We or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitrator judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
13. I/We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of any other Consortium submitting a Bid for the Project.
14. I/We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
15. I/We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
16. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
17. I/We declare that (insert individual authorized representative's name) will act as our representative on our behalf and has been duly authorized to submit the proposal. Further, (insert individual authorized representative's name) is vested with requisite powers to furnish such letter and authenticate the same.

- I, on behalf of the Bidder, solemnly affirm and declare that as on the date of application:
- a. I/We do not have any conflict of interest in accordance with Clause 8.7 of the RFP document; and
 - b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 8.14 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - c. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 8.14 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - d. The Bidder has formed a Team with members, with each member having

minimum 5 years of experience & the team leader has experience of ___ years in relevant area. ___ members have experience in framing Investment Risk Management Framework; members have experience in assessment & management of Investment Risk and ___ members have experience in selection of an agency as per GFR / Manual of Procurement of Consultancy Services.

- e. The Bidder has experience in framing Investment Risk Management Framework for Provident funds / Pension funds / Insurance funds or Mutual funds (with minimum AUM of Rs. 10000 Crore) and has completed / ongoing ___ relevant assignments in previous 10 financial years. Total AUM of clients as on date of completion of assignment was Rs. ___ Crore.
- f. The Bidder has experience in assessment and management of Investment Risk for for Provident funds / Pension funds / Insurance funds or Mutual funds (with minimum AUM of Rs. 10000 Crore) and has completed / ongoing ___ relevant assignments. Total AUM of clients as on date of completion of assignment was Rs. ___ Crore.
- g. In last 10 financial years, the Bidder has completed / ongoing ___ assignments of creating benchmarks/parameters for financial service industry and reviewing performance based on such benchmark.
- h. The Bidder has never been disqualified by SEBI or any other Regulatory Authority notified by Government of India in the last five years immediately preceding this RFP.
- i. The Bidder and its CEO/Managing Director/Chairman or equivalent have not been convicted by a court of law or indictment / adverse order passed against the Bidder/ CEO/Managing Director/Chairman or equivalent till the date of submission of proposal.

Solemnly affirmed and undertaken on the day and year herein below written, by:

Signature

Name

Date / Place

9.3. Format for Bid-Security Declaration

(To be forwarded on the letterhead of the Applicant submitting the proposal)

Ref: _____

Date: _____

The Financial Advisor and Chief Accounts Officer (FA & CAO), Employees' Provident Fund Organization (EPFO),
2nd Floor, Plate-A, NBCC Office Block, Tower-2, East Kidwai Nagar, New Delhi – 110023

Dear Sir,

I/We,..... irrevocably declare as under:

I/We understand that, as per Clause 6.9 of RFP, bids must be supported by a Bid Security Declaration.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of Five years from the date of disqualification as may be notified by you (without prejudice to EPFO's rights to claim damages or any other legal recourse) if,

1. I am /We are in a breach of any of the obligations under the bid conditions,
2. I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
3. On acceptance of our bid by EPFO, I/we failed to deposit the prescribed Performance Bank Guarantee (PBG) or fail to execute the agreement or fail to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature:

Name & designation of the authorized person signing the Bid-Securing Declaration Form: Duly

authorized to sign the bid for and on behalf of: (complete name of Bidder)

Dated on ___ day of month, year.

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid).

9.4. Format for Performance Bank Guarantee

To,

The Financial Advisor and Chief Accounts Officer (FA & CAO),
Employees' Provident Fund Organization (EPFO),
2nd Floor, Plate-A, NBCC Office Block, Tower-2,
East Kidwai Nagar, New Delhi – 110023

Whereas, <<name of the Service Provider and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Insert Contract Ref No.> dated. <Date> to provide Consultancy Services to EPFO (hereinafter called “the purchaser”)

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bankguarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank>, a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, a total of Rs 10,00,000/-and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums of Rs 10,00,000/- 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 Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder 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 be valid until <<Insert Date>> Notwithstanding anything contained herein:

Our liability under this bank guarantee shall be Rs 10,00,000/- (Rupees Ten Lakh Only) This bank guarantee shall be valid up to <<Insert Expiry Date>>

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<Insert Expiry Date>> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)Seal:
Date

10 Timelines, Performance Metrics, and Payment Schedule

The following table outlines the key activities, deliverables, performance metrics, timelines, and payment schedule for each service.

| Activity | Deliverable | Performance Metrics | Timeline | Payment Schedule |
|---|--|---|--|---|
| 10.1 Formulating and Developing SOP on Risk Management (Clause 4.1) | | | | |
| Kick-off Meeting | Discussion on project scope with EPFO | Timely execution of project kick-off | Within 2 weeks of signing the agreement | N/A |
| Submission of draft Risk Management Framework | First draft of Risk Management Framework | Comprehensive, aligned with industry standards and EPFO's specific needs | Within 3 months of kick-off meeting | N/A |
| Submission of revised draft Risk Management Framework | Revised draft of Risk Management Framework | Revised framework incorporating feedback by EPFO | Within 3 weeks of receiving feedback | 50% of agreed fee upon draft submission |
| Submission of Final Risk Management Framework | Final Risk Management Framework | Final framework incorporating feedback and approved by EPFO | Within 3 weeks of receiving feedback | 50% of agreed fee upon final submission & approval by EPFO. |
| 10.2 Investment Risk Assessment & Management (Clause 4.2) | | | | |
| Periodic Assessment Report | Monthly & Quarterly Risk assessment report | Identifies key risks, deviations from benchmarks, and includes actionable recommendations | Within 15 days of close of month / quarter | 80% of quarterly fee upon submission of all reports for the quarter |
| Standardised Training on Risk Management Framework | Semi-annual training to EPFO's officers | Standardised training to be designed incorporating feedback from EPFO | Once in each 6 months as per Calendar Year | 2x20% of quarterly fee post completion of training |
| 10.3 Selection of Custodian and External Concurrent Auditor (Clause 4.3) | | | | |
| Assessment and Initial Recommendations | Discussion on project scope with EPFO ; Identification of broad parameters | Based on EPFO's strategic and operational requirements | Within 2 weeks of request made by EPFO | N/A |

| | | | | |
|---|--|--|---|---|
| Submission of First draft of Request for Proposal (RFP) | First draft of RFP for consultation with EPFO | Comprehensive, aligned with EPFO's specific needs and industry standards | Within 4 weeks of receiving feedback | N/A |
| Submission of Final draft of Request for Proposal (RFP) | Final draft of RFP | Final RFP incorporating feedback and approved by EPFO | After consultation with EPFO | N/A |
| Evaluation of bids | Evaluation of prequalification, technical and financial bids | All bids to be analysed as per RFP criteria. | Within 1 week of opening of each bid | N/A |
| Submission of Final report | Final report on Selection | Final report and recommendations containing detailed analysis of bids. | Within 2 weeks of evaluation completion | 100% of agreed fee upon submission of final report and acceptance by EPFO |

10.4. Performance Review of Custodian (Clause 4.4)

| | | | | |
|---|--|--|--|---|
| Designing Performance evaluation parameters and benchmark | Draft performance evaluation parameters & benchmark | Draft should incorporate provisions of Custodial agreement of EPFO, relevant regulations and industry standards. | Within 8 weeks of signing the agreement | N/A |
| Submission of final Performance evaluation parameters and benchmark | Final draft of Performance evaluation parameters and benchmark | Final draft incorporating feedback and approved by EPFO | After consultation with EPFO | 100% of agreed fee upon submission of final report and acceptance by EPFO |
| Review of Performance evaluation parameters and benchmark | Review report and updated benchmark, if required | Report should incorporate feedback of EPFO & other stakeholders, and any updates in regulations | Within 2 months of close of year / request by EPFO | N/A |
| Periodic Performance evaluation of Custodian | Performance Evaluation Report | Report should be based on approved benchmark and feedback of various stakeholders | Within 1 month of close of financial year | 100% of agreed fee upon submission of final report and acceptance |

| | | | | |
|---|--|---|--|--|
| | | | | by EPFO, for each year. |
| 10.5. Performance Review of External Concurrent Auditor (ECA) (Clause 4.5) | | | | |
| Designing Performance evaluation parameters and benchmark | Draft performance evaluation parameters & benchmark | Draft should incorporate provisions of agreement of EPFO with ECA, relevant regulations and industry standards. | Within 8 weeks of signing the agreement | N/A |
| Submission of final Performance evaluation parameters and benchmark | Final draft of Performance evaluation parameters and benchmark | Final draft incorporating feedback and approved by EPFO | After consultation with EPFO | 100% of agreed fee upon submission of final report and acceptance by EPFO |
| Review of Performance evaluation parameters and benchmark | Review report and updated benchmark, if required | Report should incorporate feedback of EPFO & other stakeholders,, and any updates in regulations | Within 2 months of close of year / request by EPFO | N/A |
| Periodic Performance evaluation of ECA | Performance Evaluation Report | Report should be based on approved benchmark & should also include analysis of various reports by ECA | Within 1 month of end of each 6 months in financial year | 50% of agreed fee upon submission of final report and acceptance by EPFO, for each 6 months. |
| 10.6 : Other activities (Clause 4.6) | | | | |
| Formation of team to handle assignment | Formation of team | Team should consist of members as given in technical proposal | Within 1 weeks of signing the agreement | N/A |
| Presentation before Central Board, its committees, Officers of EPFO etc. | Presentation on various reports | Consultant should be able to explain its reports and questions arising out of it. | As and when required by EPFO | Reimbursement of out of station expenses as given in Clause 8.4 |

11 Contact Details

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