



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Employees Superannuation Benefit Fund Trust

**Corporate Office: BHEL House,
Siri Fort, New Delhi-110049**

bhelesbf@bhel.in

Dear Ma'am/Sir(s),

Subject: Tender for appointment of Point of Presence for National Pension Scheme for employees separating from BHEL

1. Sealed tenders are invited by Bharat Heavy Electricals Ltd. Employees Superannuation Benefit Fund (BHEL ESBF) Trust from Point of Presence (POP) registered with Pension Fund Regulatory & Development Authority (PFRDA), on open tender basis, for appointment of Point of Presence for National Pension Scheme for employees separating from BHEL located pan India.
2. Pre-Qualification Requirement (PQR) has been given at Para 3 of Techno-commercial Offer-I of this NIT document.
3. The tenure of the Point of Presence (POP) would be for five years.
4. Tender documents are available for downloading from BHEL's website www.bhel.com and <https://eprocure.gov.in>. Tender documents, if downloaded from the BHEL / Govt website, shall be downloaded in toto and no change, whatsoever shall be made. If any alteration is made in the tender document submitted by the bidder and if found out (be it at any stage of the tender processing and even after award of the contract), it will be viewed seriously by BHEL ESBF Trust and the tender is liable to be rejected.
5. A Pre-Bid Discussion, shall be held on 22/03/2023 (1500 hrs onwards) at BHEL ESBF Trust, BHEL Corporate Office, BHEL House, Siri Fort, New Delhi-110049 to clarify queries, if any, of the potential bidders, who may like to be present for the same.
6. **SUBMISSION OF TENDER:**

Tender in the enclosed form duly completed and signed / stamped on each page, should be sent in duplicate (original plus duplicate copy both signed in original and stamped i.e., the duplicate copy should also bear the original signature and not a carbon signature) in sealed envelope superscribed "Tender for appointment of Point of Presence for National Pension Scheme for employees separating from BHEL." addressed to:

**SDGM (HR) and Secretary BHEL ESBF Trust
2nd Floor, Corporate Office, BHEL House,
Siri Fort, New Delhi-110049**

Bidder must ensure to deposit the aforesaid sealed tender in the Tender Box placed at the BHEL Reception, Gate No.3 before due date and time. However, if it is not convenient for the bidder to visit BHEL ESBF Trust's office in New Delhi, then the bidder may send the tender by post /



courier service at the above-mentioned address so as to reach on or before the due date and time. However, same will not be accepted by e-mail / fax.

7. DUE DATE FOR SUBMISSION & OPENING OF TENDER:

Sealed tender should reach BHEL ESBF Trust's office latest by **14:00 Hrs. on 04/04/2023** at above mentioned address. Tenders received after due date and time are liable to be rejected and decision of BHEL ESBF Trust in this regard shall be final and binding.

Due date for opening of Tenders (Techno-commercial Bid) - **14:30 Hrs. on 04/04/2023**

BHEL ESBF Trust may, at its discretion, extend this deadline for the submission of Bids by amending the Bidding Documents, in which case, all the rights and obligations of BHEL ESBF Trust and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

8. BROAD INSTRUCTIONS FOR FILLING THE TENDER:

The bidder is required to submit the tender form in accordance with the instructions given below:-

8.1 The intending Point of Presence are required to submit their applications giving full particulars about their organization, competence and experience in this line of business along with the information/documents indicated in the attached **Annexure "B"** and the declaration, signed by the authorized signatory with the Seal of the Company.

8.2 Bidders are requested to submit the Techno-commercial offer consisting of Part-I in one sealed envelope and Price offer consisting of Part-II in another sealed envelope. On both the sealed envelopes, Bidder's name and address should be indicated on bottom left side of the envelope.

The first sealed envelope should be superscribed to read "**Part I - TECHNO-COMMERCIAL OFFER**" and the second sealed envelope to read "**Part II - PRICE OFFER**".

These two sealed envelopes should then be put in the third sealed envelope and addressed to **Senior Dy. General Manager (HR) and Secretary BHEL ESBF Trust** according to the instructions as per section 6 above.

The Third sealed envelope to be superscribed with "**Tender for appointment of Point of Presence for National Pension Scheme for employees separating from BHEL**".

8.3 All pages of the tender should be serially numbered in following page number format

Page 1 of N

N=total number of pages

8.4 In case, the price quotation is mentioned in the Techno-commercial Bid or both Techno-commercial & Price bids are enclosed in the same envelope, the bid shall be summarily rejected. Conditional Price Bids shall also be summarily rejected.



9. STATEMENT OF DEVIATIONS:

9.1 Bids are solicited in conformity with the terms and conditions, without any deviations.

However, if any Bidder is unable to accept any particular term or condition as incorporated in the NIT, or proposes any deviation therefrom, the Bidder shall enclose alongwith his offer, a Statement of Deviations as per Annexure-C, clearly spelling out the deviations proposed, which will be evaluated in accordance with provisions of NIT. Acceptance/Rejection of the deviations, if any, proposed by the Bidder(s), shall be at the sole discretion of BHEL ESBF Trust. In case, such a deviation is rejected and the bidder still insists for the same, BHEL ESBF Trust reserves the right to reject the concerned bid summarily.

9.2 The Bidder shall submit his Bid confirming his acceptance to all the terms and conditions of this Tender Document, except for the deviations specifically proposed by him in his Bid. All the pages of this Bidding Document, duly signed by the Bidder, should be submitted alongwith the Bid, as a token of acceptance of BHEL ESBF Trust's terms and conditions.

10. VALIDITY OF THE BID:

10.1 Each Bidder shall keep his Techno-commercial offer firm and valid for acceptance by BHEL ESBF Trust for 120 (One Hundred Twenty) days from the date of opening of Techno-commercial bids and price bids valid for 90 (Ninety) days from the date of Price-Bid opening.

In case, BHEL ESBF Trust calls the party for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers unless otherwise agreed upon.

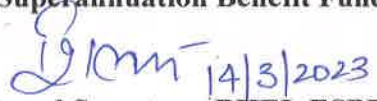
10.2 In exceptional circumstances, prior to expiry of the original Bid validity period, BHEL ESBF Trust may solicit the Bidder's consent to an extension of the period of Bid validity. The request and the responses thereto shall be made in writing. A Bidder accepting the request will neither be required nor permitted to modify his Bid.

11. ASSESSMENT OF TENDER :

BHEL ESBF TRUST has adopted a two-part bid evaluation process (collectively the "Bid Evaluation Process") in evaluating the bids comprising Techno-commercial and Price bids to be submitted as described in NIT. In the first stage, a technical evaluation will be carried out as per PQR. Then Techno-commercial bid of only those bidders who will meet PQR shall be evaluated as per price quoted in the Price bid. Incomplete tender is liable to be rejected.

Yours faithfully,

For BHEL Employees Superannuation Benefit Fund Trust


Senior Dy. General Manager (HR) and Secretary, BHEL ESBF Trust
bhelesbf@bhel.in

**Techno-commercial Offer - I****Tender for appointment of Point of Presence for National Pension Scheme for employees separating from BHEL****1. GENERAL INFORMATION:**

Sealed tenders are invited by Bharat Heavy Electricals Ltd. Employees Superannuation Benefit Fund (BHEL ESBF) Trust from Point of Presence (POP) registered with PFRDA for appointment of Point of Presence for transferring Pension Corpus of employees separating from BHEL to National Pension Scheme (NPS), located pan India.

2. PERIOD OF CONTRACT:

The tenure of the Point of Presence would be for **five** years.

3. PRE-QUALIFICATION REQUIREMENT (PQR):

The bidder is required to satisfy the following qualification criteria:

Sl.	Eligibility Criteria	Documents to be submitted along with Techno-commercial Bid
a.	Bidder should have PFRDA License to operate as Point of Presence (POP) and to have tie up with Central Record keeping Agencies (CRAs) registered under NPS for the CRA services.	Self-attested and stamped copy of valid Registration Certificate issued by PFRDA and letter of confirmation from all registered CRAs for tie-up to be submitted.
b.	Bidder should have valid GST Registration Certificate and PAN.	Self-attested and stamped copies of these documents to be submitted.
c.	Bidder should have experience of servicing more than 10000 Corporate Subscribers in NPS.	Certificate from CRA mentioning the Corporate Subscribers handled as on 31.3.2022 to be submitted.
d.	Bidder should have experience in NPS space to provide services to Corporate subscribers as POP and presently serving at least three different CPSEs with minimum one CPSE client with min 2000 NPS Corporate Subscribers.	Self-attested and stamped copies of Work Orders/Letter of Awards, etc. reflecting fulfilment of this criteria to be submitted.
e.	Bidder should be a Scheduled Bank/Insurance Company/PFRDA empanelled Annuity Provider/Asset Management Company or subsidiary of any of the aforesaid type of company.	Self-attested and stamped copy of Certificate of Incorporation of company to be submitted.



f.	Bidder should have online platform or web based applications to facilitate real time analysis of ex-employee's pension account	A copy of presentation and screenshot of the online portal or web-based application to be submitted.
g.	The bidder should neither have been suspended/ banned/ blacklisted/ debarred by any Central/ State Government department/ agency or any other PSU/PSB nor should have any litigation pending with any of the aforesaid organisations/ departments/ agencies in the last 3 consecutive financial years (FY 2019-20, 2020-21 and 2021-22) and as on Tender opening date.	A Self Declaration certificate certifying the same to be submitted.
h.	No legal case/ complaint should be pending against the bidder by the Government departments/ agencies / CPSE/ Statutory Authorities like PFRDA, etc.	A Self Declaration certificate certifying the same to be submitted.

Note :

It shall be the sole responsibility of the bidder to inform about their status regarding above Eligibility Criteria herein above on the due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such bidders as per clause 17 of Techno-commercial Offer-I section of this NIT.

4. PRICE BID EVALUATION:

The Price bid evaluation will be done as clause 9 (iv) - Stage 2: PRICE EVALUATION.

5. SCOPE OF WORK:

The scope of work for the bidder covers the following:

a) Registration Processing:

Complete registration with PFRDA and CRA for BHEL ESBF Trust and allotment of Corporate Registration number for Bharat Heavy Electricals Limited (BHEL) under NPS.

b) Ex-Employee's Individual NPS Account to be mapped as Corporate NPS Account:
Mapping of individual PRAN Accounts of BHEL Ex-Employees to Corporate Account. This being the non-financial transaction should not attract any charges/levies. In case some accounts are dormant/inactive, the same has to be got activated.**c) Contribution Processing:**

BHEL ESBF Trust will transfer the Pension Corpus amount to the POP and POP will further transfer the funds after verifying the ex-employee's details such as PRAN No., Name, Payment details, etc. to the PRAN of the ex-employee.

d) The bidder shall complete the work within the deadlines prescribed by PFRDA.



Note:

The bidders may note that the above list of scope of work is inclusive and not exhaustive and successful bidder shall be required to carry-out any other affiliated activities to ensure smooth implementation of NPS.

6. COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of its bid and BHEL ESBF Trust will, in no case, be responsible or liable for such costs, regardless of the conduct or outcome of the bidding process.

7. CLARIFICATION OF NIT:

A prospective Bidder requiring any clarification on the NIT may notify BHEL ESBF Trust in writing or by email at bhelesbf@bhel.in. BHEL ESBF Trust will respond in writing or by email to any request for clarification of the NIT which it receives not later than one working day prior to the deadline for the submission of bids prescribed by BHEL ESBF Trust.

8. AMENDMENT TO NIT

- a) At any time prior to the deadline for submission of bids, BHEL ESBF Trust may, for any reason, whether at its own initiative or in response to a clarification requested by a bidder, modify the NIT by issuing an amendment.
- b) The amendment, if any, will be intimated to the Bidders as per details mentioned at Note (ii) below and will be binding on them. The deadline for submission of Bids will remain the same in case any amendment is done prior to three working days from the date of submission of Bids. However, in situations where BHEL ESBF Trust issues amendment within three working days prior to deadline for submission of bids, the updated deadline for submission of bids shall be extended by three or more working days and the same will be notified by BHEL ESBF Trust. The bidders who have submitted their bids by this time, shall be allowed to withdraw the bid, make necessary modifications in their bid and submit a fresh bid within the stipulated time-lines.

Note:

- (i) The Bidder is expected to examine all instructions, proforma, terms and specifications in the NIT. Failure to furnish all information required under the NIT or submission of a bid not substantially responsive to the NIT in every respect will be at the Bidder's risk and may result in the rejection of the bid.
- (ii) Bidders have to see the details at www.bhel.com

9. BID OPENING AND EVALUATION

(i) Opening of Bids:

- a. BHEL ESBF Trust will open Techno-commercial Bid (Part-I) in the presence of Bidders' authorised representatives who choose to attend, at **1430 hrs (IST) on 04/04/2023**. The Bidders'



- representatives who are present shall sign their attendance. BHEL ESBF Trust has the right for change of dates in case of any unseen eventuality.
- b. Offers received after due date and time or incomplete in any form, shall be summarily rejected.
 - c. In the event BHEL ESBF Trust decides to open the sealed Price Bid (Part-II) of Techno – Commercially acceptable Bidder (s), the Bidder (s) shall be informed the date, time and place of opening of the Price Bids, prior to such opening. The Price Bids shall be opened in the presence of the authorised representative of the Bidders, who may choose to be present.
 - d. The Bidders' names, Bid Prices, discounts offered, Bid withdrawals and such other details as considered appropriate will be announced at the discretion of BHEL ESBF Trust.

(ii) Clarification of Bids:

To assist in the examination, evaluation and comparison of Techno-commercial Bids, BHEL ESBF Trust may, at its discretion, ask the Bidder for a clarification of the Bid. The request for clarification and the response shall be **in writing** and no change in the price or substance of the Bid shall be sought, offered or permitted.

- (iii) BHEL ESBF Trust may waive any minor infirmity or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

- (iv) **Evaluation and Comparison of Bids:** BHEL ESBF Trust will conduct a two-stage evaluation of the bids submitted by the bidders:

Stage 1: TECHNO-COMMERCIAL EVALUATION

The Techno-commercial evaluation shall be based on submission of documents as per the PQR of this NIT. There should be no mention of Price in the Techno-commercial bids. If any price is mentioned in the Techno-commercial bid, the bids shall be summarily rejected. Those who fulfil the conditions as given in the PQR would be considered for the second stage of evaluation for price-discovery.

In case any specific adverse report is received against a bidder, as an information or upon enquiry made by BHEL ESBF Trust, in respect of capabilities and performance of the tenderer, after receipt of Tender but before the opening of the Price Bids, the bids submitted by such bidder shall be rejected on the basis of recorded reasons and with the approval of the Competent Authority. If such report is received after opening of the price bids, then also the bids of that bidder shall be rejected after recording the reasons and with the approval of the Competent Authority.

In case the Techno-commercial specifications/conditions are required to be updated after Techno-commercial discussions, the bidders would be advised to confirm the validity of their price bids already submitted. In case, bidders desire to update their price bids citing reasons, all the Techno-commercially acceptable bidders would be permitted to submit incremental/decremental/revised price bids with respect to their original price bids by a fixed date and time.



Stage 2: PRICE EVALUATION

Price Bids of only the Techno-commercially qualified Bidders shall be opened.

The price-discovery will be through offline mode, the sealed price-bids of only the Techno-commercially qualified Bidders shall be opened to evaluate and compare the price-bids (submitted as per the given proforma).

Bid shall be evaluated on the L-1 basis.

In case more than one bidder happens to occupy the L-1 status, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidders(s) or their representative (s).

Any bidder who quotes below the non-negotiable rates notified by PFRDA vide circular No. PFRDA/2022/03/REG-POP/01 dated 31.01.2022 would be summarily rejected. The bidder is required to submit an undertaking in this regard along with their Techno-commercial bid.

(v) Formation of Contract and start of work:

- a) Prior to the expiration of the period of Bid validity, BHEL ESBF Trust will notify the successful Bidder by a Letter of Acceptance (LOA) and the same has to be acknowledged by the successful Bidder in writing.
- b) The selected POP should complete all the formalities for implementation of NPS for BHEL ESBF Trust and be ready for remittance of contribution given by the BHEL ESBF Trust for the ex-employees within 7 working days from the issue of Letter of Acceptance. It is desirable that the selected POP should ensure conversion of individual PRAN accounts of BHEL ex-employees to Corporate Account through paperless mode, if required.
- c) All the documents issued by BHEL ESBF Trust as well as accepted by it will form part of the contract and shall be read together.
- d) BHEL ESBF Trust will not be bound by any Power of Attorney granted by the Tenderer or by changes in the composition of the firm/ Company made subsequent to the execution of the contract. BHEL ESBF Trust may, however, recognize such a Power of Attorney and changes at its discretion and /or after obtaining proper legal advice, the cost of which will be chargeable to the Tenderer concerned.

10. DOCUMENTS REQUIRED

- a. The Bidders should submit documents in support of possessing qualifying requirements duly certified and stamped by their authorized signatory.
- b. Supporting work experience certificates from the clients shall be submitted as proof against Eligibility conditions. BHEL ESBF Trust reserves the right to verify the correctness of the certificates of the clients.
- c. The Bidder must submit a "Declaration Certificate" in Annexure-A.



- d. The Bidder must submit details in Annexure-B.
- e. Bidder has to submit the duly signed "No Deviation Certificate" in Annexure-C.
- f. Checklist as per Annexure-D.

11. EARNEST MONEY DEPOSIT (EMD)

- a) Each bidder has to deposit EMD of Rs. 1,00,000/- (Rupees One Lakh only) as a part of subject tender and the same should be in the following forms.
 - i) Banker's cheque/ Pay order/ Demand Draft, **in favour of BHEL EMPLOYEES SUPER ANNUATION BENEFIT FUND** (along with offer), **payable at New Delhi;**
 - ii) Electronic Fund Transfer credited in BHEL ESBF Trust account (before tender opening).

<i>BANK NAME:</i>	STATE BANK OF INDIA
<i>ADDRESS:</i>	CAG II BRANCH, BHAI VEER SINGH MARG, GOLE MARKET, NEW DELHI 110001
<i>BRANCH</i>	CAG-II NEW DELHI (17313)
<i>IFSC:</i>	SBIN0017313
<i>CA NO.:</i>	32258768426
<i>BANK ACCOUNT NAME:</i>	BHEL EMPLOYEES SUPER ANNUATION BENEFIT FUND

- iii) Fixed Deposit Receipt (FDR) issued by scheduled bank / Public Financial Institutions as defined in Companies Act (FDR should be in name of the Contractor, a/c BHEL ESBF).
- b) EMD in any other forms/modes except the forms/modes mentioned above will lead to the rejection of bid i.e. No other form of EMD remittance shall be acceptable to BHEL ESBF Trust.
- c) EMD submitted by bidder will be forfeited if bidder revokes his tender within validity period.
- d) Tender without requisite EMD will not be considered for further evaluation.
- e) Bidder having valid NSIC/MSME registration certificates is exempted from EMD as per govt. rules.
- f) Central/State PSUs shall also be exempted from EMD.
- g) **No interest shall be payable by BHEL ESBF Trust on EMD amount.** The EMD shall be forfeited in case of:
 - i) Withdrawal of bid or increase in rates or change in bid conditions after opening of the tender.

[Signature]



- i) Refusal to enter into a contract after the award of contract.
- ii) If operations of the contract are not commenced from the date indicated in the award of contract.
- h) The EMD will be refunded to the unsuccessful bidders within fifteen days of acceptance of award of work by the successful bidder(s) / expiry of the validity of the bid, whichever is earlier.

12. GENERAL TERMS AND CONDITIONS:

- a) Number of Resignation of last financial years w.e.f. 01.01.2017 are as following

Financial Year	Number of Resignations
From 01.01.2017 to 31.03.2017	33
2017-18	153
2018-19	133
2019-20	109
2020-21	110
2021-22	138

However, above trend is only indicative and the number of separations due to resignations may vary on yearly basis.

- b) At any time prior to deadline for submission of proposal, BHEL ESBF Trust may for any reason, modify the proposal. The prospective bidders having received the proposal shall be notified of the amendments and such amendments shall be binding on them.
- c) During pre-qualification and evaluation of the tenders, BHEL ESBF Trust may, at its discretion, ask bidders for clarifications on their offer. The bidders are required to respond within the time frame prescribed by BHEL ESBF Trust.
- d) Tenders shall be signed by persons duly authorized / empowered by General Manager (in case of Public Sector) or CEO (In case of Private Sector). An attested copy of the Power of Attorney/ Board Resolution followed by linking successive Power of Attorney(ies), to be attached. (Refer Annexure A)
- e) BHEL ESBF Trust would not be required to assign a reason for the choice of any party and the discretion of accepting any party would lie with BHEL ESBF Trust.
- f) If there is a change in the name of the bidder's firm/ company etc. arising out of:



- merging with some other company or
- collaboration with some other company or
- for any other reason or, if any changes take place in ownership of the bidder's firm, BHEL ESBF Trust should be intimated within 30 (Thirty) days of such changes. The awarded contract would have to be serviced by the new company / entity at the same rates, terms and conditions laid down herein, unless decided otherwise by BHEL ESBF Trust's Management.

g) BHEL ESBF Trust at its discretion may undertake to inspect the facility of the bidder to ascertain the required infrastructure to handle the NPS scheme for employees separating from BHEL.

(i) **Contract Duration**

The tenure of the Point of Presence (POP) would be for five years.

(ii) **Prices**

The Price quoted by the bidder shall remain firm and fixed until completion of the contract. However, the rate will be subject to downward revision by the Regulatory Authority and will be proportionately reduced from the quoted and agreed price.

(iii) **Payment Terms:**

All POP charges (inclusive of applicable taxes) would be borne by members themselves i.e. BHEL ex-employees who have resigned and have become eligible for Pension Corpus. The charges (inclusive of applicable taxes) are to be directly debited from the concerned resigned employees' account at the awarded rate and as per the methodology as allowed by PFRDA i.e. upfront/through deduction of units/NAV adjustment as applicable.

(iv) **Penalty**

The POP if does not adhere to the transfer in time (as stipulated by PFRDA), the penalty will be applicable as under:

S.No.	Default	Penalty amount to be paid
1.	First Default	Rs.35,000/- with issue of Notice plus default information to PFRDA
2.	Second Default	Rs.70,000/- with issue of Notice plus default information to PFRDA
3.	Third Default	Rs.1,00,000/- with issue of Notice plus default information to PFRDA



4.	Fourth Default	Issue of Notice for cancellation of Work Order plus default information to PFRDA
----	----------------	--

If any penalty as stated above is not submitted within 7 days from issue of notice, then management has discretion of cancellation of Work Order plus default information to PFRDA. The penalty in such case will be deducted from Security Deposit (SD).

In case any provisions to the tender are considered to be contradictory, the same shall be pointed out and BHEL ESBF Trust's decision in this respect will be final. In case of any difference in interpretation of any clause, BHEL ESBF Trust's decision will be final and binding on both parties.

13. SECURITY DEPOSIT (SD)

- a) Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 1% of value of the total contract value. As for the one year, the estimated Pension corpus amount to be handled by the appointed POP is Rs. 2.4 crores approx., therefore, total amount of Security Deposit will be Rs.2,40,000/- (Rupees Two Lakhs Forty Thousand Only). Upon acceptance of tender, the successful bidder must submit the security deposit in any of the following forms:
- Banker's cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL ESBF.
 - Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. *{Copy of proper prescribed format of BG will be provided by BHEL ESBF Trust along with Work Order/LOI and it will be verified verbatim on receipt with original document}.*
 - Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL ESBF).
 - Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL ESBF).
- b) The EMDs of the successful bidder shall be converted into Security Deposit. The successful bidder shall have to submit the remaining amount against security deposit. The Security Deposit shall not carry any interest.
- c) BHEL ESBF Trust reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL ESBF Trust reserves the right to set off the Security Deposit against any claims of other contracts of successful bidder with BHEL ESBF Trust.



- d) The validity of Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/ Award + 06 months, and the same shall be kept valid till final settlement of contractual obligation with BHEL ESBF Trust. Further, Security Deposit shall be refunded/ Bank Guarantee(s) released to the Contractor upon fulfilment of all contractual/ statutory obligations, after deducting all expenses / other amounts due to BHEL ESBF Trust beneficiaries under the contract.

14. TERMINATION CLAUSE:

BHEL ESBF Trust reserves its right to terminate the contract for any reason at its absolute discretion including but not limited to the following:

- a) BHEL ESBF Trust can terminate the contract without assigning any reason whatsoever by giving 30 days' notice to the bidder.
- b) If the bidder is adjudicated insolvent by a Competent Court or files for insolvency or the bidder, being a company, is ordered to be wound up by a Competent Court.
- c) Bidder commits any material breach of the terms of this contract/tender or any other contract with BHEL ESBF Trust.
- d) If any charge sheet is filed by a competent authority of the Government against the Bidder or company, or the Bidder is convicted by a criminal court on grounds of moral turpitude.
- e) The bidder is involved in wrongful billing. In addition, wrongful billing shall also result in the bidder being debarred from participating in any other tender of BHEL ESBF Trust as per prevailing banning policy and guidelines.
- f) In the event unsatisfactory service or failure on the part of the bidder, at any time, to carry out the terms and conditions of the contract to the satisfaction of BHEL ESBF Trust, of which BHEL ESBF Trust shall be the sole judge, BHEL ESBF Trust has the right to forthwith terminate the contract.
- g) Information submitted in Techno-commercial Offer found false during the period of the contract including extension period or any alteration made in the tender document found during the period of contract including extension period.

The decision of BHEL ESBF Trust in terminating the contract will be final and binding on the bidder.

15. DISQUALIFICATION:

The tender is liable to be disqualified if:

- a) Not submitted in accordance with terms and conditions of the Tender.



- b) Information submitted in the offer is found to be incorrect or false at any time during the processing of the tender.
- c) Multiple tenders being submitted by one bidder or if common interests are found in two or more bidders, all the bidders are liable to be disqualified.
- d) Declared ineligible or blacklisted by the Government of India/State/UT Government for corrupt and fraudulent practices.

The decision of BHEL ESBF Trust in this regard would be final and binding.

16. CONFIDENTIALITY AGREEMENT:

The documents handled during the tenure of the contract by the bidder should be treated as strictly confidential and cannot be used for any other purpose other than the matter exclusively related to BHEL ESBF Trust.

17. BANNING PROCEDURE:

The due procedure prescribed in the Policy on Suspension of Business dealings and banning of Business (www.bhel.com) shall be followed.

18. CONCILIATION:

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, execution; effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.

19. ARBITRATION:

- a. In case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by BHEL.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.



Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be **DELHI**.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

b. In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application and execution of the Contract, such dispute or difference shall be resolved amicably by mutual discussions. In case of disputes not resolved by mutual discussions, these shall be referred by either parties to the Administrative Mechanism for Resolution of CPSES Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) Office Memorandum Ref. No. F. No. 4 (1)/2013-DPE(GM)/FTS- 1835 dated 22.05.2018 and as amended from time to time.

20. APPLICABLE LAWS AND JURISDICTION OF COURTS:

Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **DELHI** and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/ or proceeding(s) to the exclusion of all other Courts.

21. DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

If the Service Provider/ Contractor fails to provide the required services as per the Contract/ fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply/ provide goods/ services or materials covered by the Order/ Contract either in whole or in part or otherwise fails to perform the Order/ Contract or commits any breach of the Order/ Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/ Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/ Contractor(Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice



to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/ Contractor's default or breach of Order/ Contract shall be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to the Seller/ Contractor(Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/ Contractor(Service Provider) and the Seller/ Contractor(Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/ Contractor(Service Provider) shall continue the performance of the Order/ Contract to the extent not cancelled under the provisions of this clause. The Seller/ Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

22. FORCE MAJEURE:

A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes, epidemic/pandemic (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding **90 (Ninety) days**, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

Declaration

We, the undersigned, have perused the above mentioned Terms and Conditions, and we agree to abide by them, in case the contract is awarded to us.

(signature of the bidder) with
stamp

Name: _____

Address: _____

Place: _____

Date: _____

Signature



ANNEXURE -A

Declaration Certificate

(to be typed on bidder's letter head & submitted along with Part-1 Bid)

From:

Our Ref: _____

date _____

To,

SDGM (HR) and Secretary BHEL ESBF Trust

BHEL House, Siri Fort, New Delhi-110049

SUBJECT: Open Tender for appointment of Point of Presence (POP) for National Pension Scheme for employees separating from BHEL (Tender No. AA: HR:BHELESBF:NPS dated 14-03-2023)

Dear Ma'am,

Please find herewith our offer in line with requirement of BHEL ESBF Trust's Tender document. We confirm that:

1. Bid complies with the total Techno-commercial requirements/ terms and conditions of the bidding document and subsequent addendum/corrigendum (if any) without any deviation/ exception/ comments/ assumptions.
2. I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.
3. We hereby confirm that we have gone through and understood the Bidding Document and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said document. We are submitting Check-List of Bidding Document as part of our Bid duly signed in token of our acceptance. We undertake that the Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of this bidding document as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.
4. We further confirm that we have quoted prices in price bid considering detailed description of scope of work. We confirm that price quoted by us includes price for all works/activities/supply etc. as mentioned in this tender document.

We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by BHEL ESBF Trust without any reference to us.

Thanking you,

Yours Sincerely,

Signature

With name, Designation & seal of the firm

**BIDDER DETAILS****ANNEXURE B**

S.No.	Description	Particulars
1.0	Name of the bidder and full address of Corporate Office	
1.1	Telephone Number (Office)	
	Telephone Number (Residence)	
	Mobile Number	
1.2	E-Mail Address	
1.3	Fax Number	
2.0	Whether proprietary or partnership or limited company. [Bidder to attach copy of partnership deed / Memorandum & Article of Association and Organizational Chart of the firm / company on separate sheet]	
2.1	Year of constitution	
2.2	Name of the main Partner/s or name of proprietor in case of Proprietary Concern or name of the Directors in case of Limited company.	
2.3	Name /s of other firm /s or Companies in which bidder has an interest.	
3.0	Regn No. and date of company's registration under Municipal Shops and Establishment Act as required by applicable act of the country. [Bidder to attach copy of registration certificate]	
4.0	GST Registration [Bidder to attach copy of registration certificate]	Regn. No.: Date:
5.0	Permanent A/c No. (PAN) [Bidder to attach copy of PAN Card]	PAN:
6.0	Name (s) of Banker (s) and their address	
6.1	Please state bank details (attach copy of cancelled cheque)	
7.0	POP registration No. [Bidder to attach copy of registration certificate]	Regn. No.: Date:
8.0	No. of years of experience as POP	
8.1	Details of Experience: Name the CPSEs served as Point of Presence in last 3 years with no. of employees enrolled. [Bidder to attach work order as proof of experience]	
8.2	Details of Experience: Name the Corporates served as Point of Presence in last 3 years with no. of employees enrolled. [Bidder to attach work order as proof of experience]	



9.0	Please indicate financial standing: [Attach audited Balance Sheet and Profit & Loss Account of last 3 (three) financial years]	
9.1	Approx. Annual Turnover	
10.0	Please confirm if the support offices are present in Delhi, Kolkata, Chennai and Mumbai.	Yes/No
10.1	Name the city (s) other than the ones mentioned above where support offices are present	
11.0	Mention URL of online platform or web based applications to facilitate real time analysis of ex-employee's pension account.	
12.0	Whether your firm has been declared ineligible by any company/Govt. & their agencies/undertaking for corrupt and fraudulent practices or blacklisted in the past 3 years for rendering the services as POP. If yes, state reasons and confirm whether it's still in force	
I/We, hereby Certify that my/our firm has not been disqualified by any Office/Department/Undertaking of the Government of India, at any time for supplying stores or services of any description. Signature of Authorised Person PLACE: Seal of the Organisation DATE:		



ANNEXURE-C

No Deviation/Acceptance Certificate
(To be submitted along with Part-I Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms & conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender in line with tender terms & conditions.

Or

We hereby accept all terms & conditions of the above tender except the following:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

1.

2.

3.

4.

5.

Note: Deviations may or may not be accepted by BHEL ESBF Trust.
(use separate sheet if required)

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender No. AA:HR:BHELESBF:NPS dated 14-03-2023. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL ESBF Trust.

Signature
With name, Designation & seal of the firm

**ANNEXURE -D**

CHECK-LIST (TECHNO-COMMERCIAL BID)
SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER
 (To be submitted along with Part-1 Bid)

Sl. No.	Description of requirement	Yes / No/ NA
1.	Copies of the Audited Balance sheet and Profit & Loss account statements of last three Financial Years i.e. FY 2019-20, FY 2020-21 & FY 2021-22	
2.	Details of applicable certificates, Work / Purchase Orders, self-declarations etc. as per PQR with supporting documents	
a.	PFRDA License to operate as Point of Presence (POP) and have tie up with Central Record keeping Agencies (CRAs) registered under NPS for the CRA services.	
b.	Valid GST Registration Certificate (GSTIN) and PAN	
c.	Experience of servicing more than 10000 Corporate Subscribers in NPS.	
d.	Experience in NPS space to provide services to Corporate Subscribers as POP and presently serving at least three different CPSEs with minimum one CPSE client with min 2000 NPS Corporate Subscribers.	
e.	Bidder is a Scheduled Bank/Insurance Company/PFRDA empanelled Annuity Provider/Asset Management Company or subsidiary of any of the aforesaid type of company.	
f.	Online platform or web based applications to facilitate real time analysis of ex-employee's pension account	
g.	Self-Declaration certificate certifying about not being suspended/ banned/ blacklisted/ debarred	
h.	Self-Declaration certificate certifying no legal case/ complaint is pending against the bidder by the Government departments/ agencies / CPSEs/ Statutory Authorities like PFRDA, etc.	
3.	Declaration Certificate i.e. Annexure-A	
4.	Bidder Details i.e. Annexure B	
5.	No Deviation/ Acceptance Certificate i.e. Annexure-C	
6.	Bank details along with a cancelled cheque for NEFT/RTGS.	
7.	Signed & stamped complete tender document	

Signature
 With name, Designation & seal of the firm

[Signature]

**Price Offer - II**

In accordance with the Specification and the terms and conditions of tender document we confirm to provide the Services at the price shown below.

Sl. No.	Service Description	Limits	Bidder's Quote per Transaction (In Rs. & in figure)*
			A
1	Contribution Processing Charge	Minimum Rs. 30 and Maximum as Rs.25,000/- per transaction irrespective of the amount (In Indian Rupees per transaction)	Rs.

* Bidders have to quote the Contribution processing charge in absolute value terms as per the latest PFRDA circular PFRDA/2022/03/REG-POP/01 dated 31st January 2022 regarding revision of POP charges. Quote provided in % term will be termed as invalid.

[Signature of the Bidder]

Place:

Full Name :

Date:

Designation :

Rubber Stamp

Note:

1. The price quoted shall be exclusive of GST
2. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail
3. There should be no cutting/ overwriting anywhere in the Price Bid