



**Request for Proposal (RFP) for Empanelment of multi-media agencies for Media Marketing and Subscriber Education activities of NPS Trust**

National Pension System Trust  
Tower B, B-302, Third Floor,  
World Trade Center, Nauroji Nagar,  
New Delhi-110029

22 Aug 2025

Proposal Number – NPST/29/11/4/2023-MEDIA AND MARKETING



**NATIONAL PENSION SYSTEM TRUST (NPS TRUST)**

Tower B, B-302, Third Floor, World Trade Center, Nauroji Nagar, New Delhi-110029

**Reg: Proposal for empanelment of multi-media agencies for media marketing and subscriber education activities of NPS Trust**

The National Pension System Trust (NPS Trust) invites proposals from multi-media agencies with a proven track record in media, marketing, and subscriber education initiatives. The empanelment aims to onboard agencies capable of executing diverse promotional and awareness activities as detailed in the Scope of Work section of this RFP document.

The RFP document, which includes the detailed Scope of Work, Eligibility Criteria, Terms and Conditions of Empanelment, etc., may be downloaded from: <https://npstrust.org.in/> or GeM portal or CPP portal or social media handles of NPS Trust.

Interested agencies must submit their proposals before the stipulated timeline.

After the completion of the RFP process and approval by the competent authority, the selected agencies will be intimated and empaneled with NPS Trust for executing media marketing and subscriber education activities.

Any form of canvassing will result in immediate disqualification or summary rejection of the proposal.

Thanking you,

Yours sincerely,

General Manager

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## **1. Introduction**

The National Pension System Trust (NPS Trust) was established by the Pension Fund Regulatory and Development Authority (PFRDA) as per the provisions of the Indian Trusts Act, 1882, for taking care of the assets and funds under the National Pension System (NPS) and other schemes as authorised by PFRDA in the best interest of the subscribers. The powers, functions and duties of NPS Trust are laid down under the PFRDA (National Pension System Trust) Regulations 2015, besides the provisions of the Trust deed dated 27.02.2008. NPS Trust is the registered owner of all assets under the NPS architecture which are held for the benefit of the subscribers. For more information, please visit the website <https://npstrust.org.in>.

NPS Trust is managed by a Board of Trustees appointed by the PFRDA from time to time. The Board of Trustees has the legal ownership of the Trust and of the funds held by it. The Board functions in accordance with the powers, duties and responsibilities defined under the PFRDA (National Pension System Trust) Regulations 2015 as amended from time to time.

## **2. Schemes Administered by NPS Trust**

A list of all the schemes and sub schemes/products managed by NPS Trust are illustrated in Annexure I.

### **2.1. Functions of National Pension System Trust**

The functions, roles and responsibilities of NPS Trust are defined in PFRDA (National Pension System Trust) Regulations, 2015 and subsequent amendments thereof, which can be accessed from the website of NPS Trust. A brief of the same are indicated below:

- i. To execute the individual pension account in its name for the subscriber;
- ii. To monitor and evaluate all operational and service level activities of Pension Funds, Trustee Bank, Custodian and in respect of Central Recordkeeping Agencies for activities pertaining to grievances and exits and withdrawals under National Pension System;
- iii. Monitor and audit the operational activities of and call for any information or reports from Pension Funds, Trustee Bank, Custodian and Central Recordkeeping Agencies for activities pertaining to grievance and exits and withdrawals for protecting the interests of the beneficiaries;
- iv. Take the custody of or keep under its control, all the properties of the Trust, held by intermediaries in Trust for the subscribers/beneficiaries;
- v. Protect the properties of the NPS Trust and safeguard the interests of the subscribers;
- vi. Supervise the collection of any income due on assets held in the name of the National Pension System Trust and for claiming any repayment of tax and holding any income received in trust for the beneficiaries in accordance with the Trust Deed and, the regulations, guidelines or directions issued by the Authority;

- vii. Initiate action on the reports submitted by Pension Funds, Trustee Bank, Custodian, and Central Recordkeeping Agencies for activities pertaining to exits and withdrawals in order to ensure compliance with the regulations applicable to them under the National Pension System;
- viii. Redressal of subscriber grievances, Exits and Withdrawals;
- ix. The National Pension System Trust shall undertake activities for implementation of UPS in accordance with Pension Fund Regulatory and Development Authority (Operationalisation of Unified Pension Scheme under National Pension System) regulations, 2025

### 3. Objectives

The objective of this RFP is to empanel experienced and capable multi-media agencies to support NPS Trust in executing media, marketing and subscriber education initiatives. The selected agencies will be responsible for conceptualizing, developing, and implementing comprehensive media campaigns, branding activities, subscriber education, and outreach programs to enhance awareness about the schemes managed by NPS Trust viz. NPS, NPS Vatsalya, Unified Pension Scheme (UPS), and the Atal Pension Yojana (APY) in Hindi, English and other languages specified by NPS Trust. The empanelment aims to ensure strategic, data-driven, and impactful communication that reaches diverse demographics across urban, semi-urban, and rural areas. Additionally, the empaneled agencies will play a crucial role in managing traditional, digital, outdoor marketing, social media paid promotions, content creation, and event-based on-ground promotional activities to drive subscriber growth and pension literacy activities on retirement planning.

### 4. Important Dates

Details	Important Calendar days
Date of availability of RFP Document	T
Last date for receiving pre-bid queries	T+7 (15:00 hrs)
Date of pre-bid meeting online / at NPS Trust office	T+8 (15:00 hrs)
Pre-bid query clarification / issue of corrigendum by NPS Trust	T+10 (15:00 hrs)
Last Date and Time for submission of bids	T+21 (15:00 hrs)
Opening of bids	T+22 (16:00 hrs)
Shortlisting of the agencies based on document submission for presentation	T+29 (16:00 hrs)
Presentation by shortlisted agencies	T+33 (10:00 hrs onwards)
Announcement of Results	T+35 (16:00 hrs)

The above timelines are tentative and NPS Trust reserves the right to change the timelines as per its requirement. The above stipulated days are working days of NPS Trust, excluding Saturdays, Sundays and the declared holidays of NPS Trust.

## 5. Scope of Work

The scope of work includes, but is not limited to, the following:

- 5.1. **Media, marketing and subscriber education campaigns:** The agencies will be responsible for conceptualising, developing and executing the campaigns to educate subscribers and to promote all products / schemes administered by NPS Trust, including NPS, NPS Vatsalya, UPS and APY or any other product / scheme notified by PFRDA in future. All media campaigns should adhere to CBC rates wherever available. In case of non-availability of CBC rates, the process of determining the rates will be decided by NPS Trust. All the campaigns executed should strictly adhere to the budget as decided by the NPS Trust. These campaigns will be executed across multiple National and Regional media platforms viz.:
- i. **Electronic Media:** Television, Radio (FM, Community Radio, Podcast Advertising), OTT and Music / Podcast streaming Platforms (Hotstar, JioCinema, Amazon Prime, Netflix, Spotify, Gaana, etc.);
  - ii. **Print Media:** Newspapers, Magazines, Financial Journals, Coffee Table Books, etc.;
  - iii. **Digital Media:** Website banner ads, Programmatic Ads, Google Display Network, Digital Video Ads (YouTube, Reels, Shorts), Social Media paid promotions, Emailers, WhatsApp Broadcasts, etc.;
  - iv. **Outdoor Media:** Hoardings, Bus Shelters, Metro stations, Railway Stations, Airports, display Screens in Public Spaces, Cinema Advertising, events publicity etc.;
  - v. **Innovative and Experiential Media:** Mixed Reality (MR), Augmented Reality (AR) and Virtual Reality (VR) Campaigns, Interactive Digital Kiosks, AI-driven Personalized Content Targeting, metaverse, etc.;
- 5.2. **Content Creation for Campaigns, Subscriber Education Activities and Branding activities:** The agencies will develop high-quality content and creative materials for various marketing and educational initiatives.
- i. **Production of TVCs (Television Commercials)** – High-quality 30/60 seconds TVC ads in English, Hindi and their adaptation in Vernacular/Regional languages and short reels of 10-20 seconds;
  - ii. **Production of Educational Videos** – High-quality long duration up to 5/10 minutes in English, Hindi and their adaptation in Vernacular/Regional languages;
  - iii. **Production of Radio Jingles , Short reels, Voiceovers** – Engaging audio ads for radio and podcasts, creating short reels for dissemination;
  - iv. **Creatives and GIFs for Campaigns** – Digital banner ads, outdoor ads, print ads, and other campaign Creatives;
  - v. **Documentaries, Short Films and Testimonials** – Documentaries on NPS Trust, recording subscriber success stories and awareness films;

- vi. **Brochures, Booklets, Handbooks, Annual report cover and Flyers** – Comprehensive subscriber guides and materials;
  - vii. **Banners, Hoardings, Flex, Sun Boards, Standees** – Event branding, corporate outreach, and awareness drives;
  - viii. **Info-graphics and Motion Graphics** – Visual explainers tailored for digital and print consumption;
  - ix. **Corporate Merchandise and Promotional Items** – Calendars, diaries, event-specific branding materials;
  - x. **Website Articles** – Writing informative and educational articles targeted at existing and potential subscribers;
  - xi. **Subscriber Education material** – brochures, booklets, flyers, one pagers, branded merchandise, etc.
  - xii. **Any Other Branding Collaterals** – For events, NPS Diwas, corporate outreach, engagement activities, etc.
- 5.3. **Event and Activities Management:** The agencies will facilitate end-to-end onsite and online event management organized by NPS Trust standalone or in collaboration with other bodies, including:
- i. **Participation Events** – Facilitating delivery of mandate entrusted by NPS Trust's at presence in relevant summits, expos and forums;
  - ii. **Branding and Sponsorship Activities** – Facilitating engagement with seminars, college fests, industry conferences, brand building activities;
  - iii. **Organizing Subscriber Awareness and Education Sessions** – Facilitating events in corporates, PSUs, and public gatherings;
  - iv. **NPS Diwas and Awareness Drives** – Facilitating planning and execution of celebratory and educational activities;
  - v. **Custom Events for Stakeholders and Subscribers** – Facilitating special occasions, panel discussions, and community engagement.
- 5.4. **Other Activities:**
- i. **Localised and Vernacular Campaigns** – Facilitating content adaptation for regional audiences;
  - ii. **Performance monitoring and reporting** (wherever applicable) – Providing impact assessments of campaigns and initiatives;
  - iii. Social media management, website content management, and chatbot content management, if required;
  - iv. Any other activities as assigned from time to time.

## 6. Eligibility Criteria

The applicant agencies must meet the following eligibility conditions:

Sl. No.	Requirement	Documents to be submitted
<b>6.1 Empanelment and Accreditations</b>		
i.	Active empanelment with Central Bureau of Communication (CBC) (formerly Bureau of Outreach and Communication / Directorate of Advertising and Visual Publicity - DAVP) in Category A multimedia agencies	Self-certified copy of active empanelment letter
<b>6.2 Experience and Clientele</b>		
i.	Minimum of 5 years of experience in media advertising and marketing as on the date of application	Self-certified copy of the Certificate of incorporation
ii.	Presently empaneled with at least 3 Government Department/ Ministries/ PSUs/ Central Autonomous Bodies/ State Autonomous Bodies as on the date of application	Self-certified copy of the active empanelment letter
iii.	Presently empaneled with at least 2 financial sector (Banking, Financial Services, and Insurance - BFSI) entities as on the date of application	Self-certified copy of the active empanelment letter
iv.	Experience in handling advertisement/brand promotion in promoting financial products in urban, semi-urban and rural areas in FY 2024-25	Campaign reports, media plans, or letters of completion from the client
v.	Experience in the production of films, animations, documentaries, jingles, TVCs, and customer testimonials	Relevant Documents evidencing the same in support of the application
<b>6.3 Financial Requirements</b>		
i.	Minimum annual turnover of ₹50 crore from advertisement/publicity work in each of the last 3 financial years (FY 2022-23, 2023-24, 2024-25)	CA Certified- Audited / Provisional / Unaudited financials
ii.	Minimum billing of ₹5 crore from Government Organizations (Government Departments/ Ministries/ PSUs/ Central Autonomous Bodies/ State Autonomous Bodies) for advertising/multimedia creative activities during the last financial year (FY 2024-25)	CA certificate



iii.	Minimum billing of ₹1 crore from financial sector clients in BFSI for advertising/multimedia creative activities during the last financial year (FY 2024-25)	CA certificate
<b>6.4 Infrastructure and Human Resources</b>		
i.	A full-fledged office in New Delhi with relevant expertise and creative personnel	Self-declaration
<b>6.5 Statutory and Compliance Requirements</b>		
i.	Valid Goods and Service Tax (GSTIN) and Permanent Account Number (PAN)	Self-Certified Copy of GSTIN and PAN
ii.	Must not have been blacklisted / debarred in the past by any Government/PSU/Regulator	Self-declaration
iii.	Must not have defaulted in paying dues to the media houses, banks, or tax / statutory authorities in India	Self-declaration
iv.	Must not have been barred by any court of law and its partners/directors/proprietors/owners/employees should not have been convicted in the past	Self-declaration

### **Exemptions for MSMEs / Startups:**

MSMEs and DPIIT-recognized Startups will be granted exemption from prior experience and prior turnover subject to meeting quality (as per clause 6.1 (i) of this document) and technical specifications.

\*The exemption can be claimed subject to the submission of required documents in support of the application. In case any of the documents required are not submitted or not fulfilling the stipulated criteria, the agency will not be considered for further evaluation and the decision of NPS Trust shall be final and binding.

## **7. Evaluation methodology**

NPS Trust will examine the application to determine whether the necessary signed documents complete in all respects have been submitted, and the required information has been provided. Only those agencies which comply with the Eligibility Criteria will be taken up for further evaluation.

Based on the documentary evidence submitted, the evaluation will be for **300 marks**, divided as follows:

- **Eligibility Criteria Evaluation – 100 Marks**
- **Presentation Evaluation – 200 Marks**

Each agency will be assessed based on the following criteria:

### 7.1. Eligibility Criteria Evaluation (100 Marks)

Criteria	Range	Marks
Experience in Media Advertising and Marketing as on the date of application	5 to 7 years	15
	> 7 to 10 years	17.5
	> 10 years	<b>20</b>
Active empanelment with at least 3 Government Department/ Ministries/ Central and State PSUs/ Central and State Autonomous Bodies as on the date of application	3 to 5	15
	6 to 10	17.5
	11 and above	<b>20</b>
Active empanelment with at least 2 financial sector (Banking, Financial Services, and Insurance - BFSI) entities as on the date of application	2 to 5	10
	6 to 10	12.5
	11 and above	<b>15</b>
Annual turnover from advertisement/publicity work in the last financial year (FY 2023-24)	₹50 Cr to ₹75 Cr	10
	> ₹75 Cr to ₹100 Cr	12.5
	> ₹100 Cr	<b>15</b>
Billing from Government Organizations (Government Departments/ Ministries/ Central and State PSUs/ Central and State Autonomous Bodies) for advertising/multimedia creative activities during the last financial year (FY 2023-24)	₹5 Cr to ₹10 Cr	10
	> ₹10 Cr to ₹20 Cr	12.5
	> ₹20 Cr	<b>15</b>
Billing from financial sector clients (BFSI) for advertising/multimedia creative activities during the last financial year (FY 2023-24)	₹1 Cr to ₹5 Cr	10
	> ₹5 Cr to ₹10 Cr	12.5
	> ₹10 Cr	<b>15</b>
<b>Total marks scored out of 100</b>		

The agencies scoring **60 and more** in the above eligibility criteria evaluation will be **shortlisted for presentation**. The agencies scoring less than 60 in the above eligibility criteria evaluation will not be considered for further presentation to NPS Trust. The list of

shortlisted agencies will be published by NPS Trust. The shortlisted agencies will be called for presentation to NPS Trust.

## 7.2. Presentation Evaluation (200 Marks)

Each agency will be required to make a structured presentation on their credentials to the Evaluation Committee of NPS Trust. The presentation format is enclosed in Annexure-II. The scoring will be based on the parameters below:

<b>Presentation Criteria</b>	<b>Marks</b>
<b>Agency Profile and Credentials</b> (Slide 1) – Overview, key clients, leadership team, and team strength.	10
<b>Previous Work, Creatives, Achievements</b> (Slide 2) – Award-winning campaigns, innovative projects, and creative impact.	10
<b>NPS Promotion Strategy</b> (Slide 3 and 4) – Analysis of target audience, sample creatives, and campaign plan.	40
<b>NPS Vatsalya Promotion Strategy</b> (Slide 5 and 6) – Analysis of target audience, sample creative, and campaign plan.	40
<b>Government Subscriber Education (NPS and UPS)</b> (Slides 7 to 10) – Strategy and creative samples for government subscribers.	40
<b>Subscriber Education Ideas</b> (Slide 11) – Comprehensive education strategy for all NPS products.	40
<b>Event Ideas</b> (Slide 12) – Strategy and Sample event ideas for execution by NPS Trust	20
<b>Total marks scored out of 200</b>	

## Final Selection Criteria

The highest scoring agency in the presentation evaluation will be awarded rank 1 and the top 5 ranked agencies (based on the presentation evaluation) in the will be selected for empanelment, subject to the approval of NPS Trust. The empaneled agencies will be awarded the letter of empanelment by NPS Trust.

NPS Trust reserves the right to undertake reference checks with the entities where the agencies are empaneled any time before finalising the empanelment process.

## 8. Duration of Empanelment

- i. The empanelment of agencies will be valid for a period of three years from the date of issuance of letter of empanelment by NPS Trust, unless cancelled/terminated earlier;
- ii. NPS Trust reserves the right to extend the period of empanelment of all or any of the agency after the initial period of three years for another period of 1 year, as it may decide or cancel the empanelment at any time if the agency(ies) fails to show the satisfactory performance for the reasons including but not limited to delayed responses, execution issues or deficiencies in post-campaign reporting, invoicing etc. without giving any notice. The decision of NPS Trust will be final and binding in this regard.
- iii. NPS Trust also reserves the right to modify the terms and conditions for the empaneled agencies, based on evolving requirements and industry's best practices.

## 9. Work Allocation to the empaneled agencies

- 9.1. **CBC Rate Activities:** For all activities where CBC (Central Bureau of Communication) rates are available, the activities shall be executed strictly at CBC rates.
- 9.2. **Non-CBC Rate Activities:** For any activity where CBC rates are not available, the rate structure will be decided through an inter se bidding process among all empaneled agencies as per following process,
  - i. Each agency will be required to submit its proposed rate structure along with a proper justification of rates, including references to industry standards. This process will be conducted in a closed envelope format every time such a requirement arises;
  - ii. The agency quoting the lowest rate structure will be designated as L1 for that particular activity. All other empaneled agencies will be required to adhere to the same rate structure as that of L1 for that specific activity if any work is assigned to them for the same;
  - iii. NPS Trust may use the Quality & Cost Based Selection (QCBS) or Fixed Budget Selection methodology of selection / rate fixation wherever required by NPS Trust;
  - iv. NPS Trust reserves the right to seek such information on the quoted rates and also reserves the right to fix the rates as it considers appropriate. NPS Trust also reserves the right to reject all proposals submitted by the agencies and call for fresh bidding or utilize the services of other outside agencies as well, as required by NPS Trust.

### 9.3. **Common Guidelines for All Activities:**

- i. For any activity, NPS Trust reserves the right to contact any/all empaneled agencies for submission of creatives and proposals;
- ii. Allocation of any of the work may be carried out through any of the methods viz. alphabetical rotation, creative selection, competitive bidding such as L1, QCBS, FBS method, equal / uniform distribution, or any other method deemed appropriate by NPS Trust. The selection mechanism will consider factors such as the availability of CBC rates, urgency of the assignment, past performance, etc. While every effort will be made to distribute assignments and budgets equally among all empaneled agencies, the actual distribution may vary depending on specific requirements. The decision of NPS Trust in this regard shall be final and binding;
- iii. Any instance of delay in submission of the required proposal or media plan, delay in execution of the plans, non-completion, deficiencies in execution, reporting lapses, invoicing errors, or non-adherence to timelines may lead to reallocation of the assignment to another agency, as deemed appropriate by NPS Trust. The decision of NPS Trust in this regard shall be final and binding

### 9.4. **Distribution of Creatives for Media Release:**

- i. NPS Trust reserves the right to select the creative of any agency and utilise the same for dissemination by any other agencies/media house for the campaign;
- ii. The agency chosen by NPS Trust for implementing media campaigns by shall be final and binding;
- iii. Any avoidance, denial, or delay of service will be treated as a serious failure, which may lead to termination of empanelment.

9.5. For all the media, marketing and subscriber education activities carried out, NPS Trust does not guarantee award of any work to any of the selected agency(ies). The prospective bidders should read the RFP and carry out its own independent assessment before submitting the bids. No claim of any such kind at any stage will be accepted by NPS Trust.

9.6. **Invoicing, Documentation, and Payments:** Upon the issuance of award of work, no advance will be paid to the agency(ies). After the completion of assignment, the invoice along with all the CBC/Other rate cards, voucher copies, newspapers tear sheets, TVC/ Radio broadcast certificates and other relevant documents evidencing implementation should be submitted to NPS Trust within 30 days from the date of closure of the campaigns. Payment will be made in each case after verifying these documents. In case of the work is carried out partially, the proportionate amount will be paid to the agency. Any wrong document submitted, incorrect rates quoted will attract penalty as may be decided by NPS Trust.

#### **9.7. Creative, Translation and Design Charges:**

- i. Agencies will not be paid separately for creatives and designs if the advertisement campaign is launched/released through them. However, if the advertisement campaign is launched/released through any other agency/ CBC / NFDC / any other Government body, the agency responsible for creating the selected design will accordingly be paid for the creative as per CBC rates;
- ii. For all the work submitted by the agency(ies), NPS Trust may require translation of the same to be carried out from English to Hindi or Hindi to English or in any regional language(s) and no separate fees will be paid for same.
- iii. For newspaper advertisements, including tenders / recruitment advertisements, no additional charges will be paid for design and supply of artwork/photocopies if released through the agencies.

#### **9.8. Intellectual Property Rights (IPR):**

- i. All the work submitted by the selected agency should be original form of work and not be copied/ replicated from any other source. The responsibility for compliance of having not breached the intellectual property rights of any work / source shall solely rest with the agency. The agencies shall make good the loss/indemnity to the NPS Trust of any claims arising out of breach of IPR;
- ii. All intellectual property rights in work, submitted to NPS Trust through this RFP and subsequently upon the empanelment of agency, shall rest with NPS Trust and the agency will not claim any rights on the same;
- iii. NPS Trust reserves the right to use the work across multiple media (print, outdoor, electronic, digital, social media, etc.) without seeking further permission of agencies;
- iv. Agencies must provide original soft copies of open files for all the work submitted and approved by NPS Trust ;
- v. Agencies cannot reuse any concept, artwork, picture, film, or jingle for other clients once NPS Trust selects it.

#### **9.9. Execution and Modifications:**

- i. Agencies must be capable of executing orders at short notice and as per the requirement of NPS Trust;
- ii. NPS Trust will not pay separately for the preparation of samples, design, creative artwork, concept development, or commercial advertisements to any agency . However, if the work submitted is executed through NFDC /CBC, the payment for only the approved work will be paid;
- iii. NPS Trust reserves the right to make necessary modifications to selected artwork, concepts, films, etc. and the agencies shall execute the same without

any additional cost.

- 9.10. **Right to Engage External Agencies:** The empanelment does not confer any right to the agencies to get / receive work allocation from NPS Trust. NPS Trust reserves the right to allocate work to CBC / NFDC / Prasar Bharati / any other body / agency, if required, at its discretion and the decision of NPS Trust will be final and binding.

## 10. General Terms and Conditions

The general terms and conditions governing the empanelment are as below:

- i. This document is published to enable eligible agencies to express interest and submit bids for empanelment with NPS Trust as multimedia agencies for media, marketing, and subscriber education activities. However, this document does not constitute, nor should it be interpreted as, an offer, promise, or commitment for empanelment by NPS Trust;
- ii. This document is solely for informational purposes and does not purport to be all-inclusive or contain all the information required by agencies. Recipients must use it only for the intended purpose and conduct their own independent investigations, verify facts, and seek expert advice to assess the accuracy, reliability, and completeness of the information provided;
- iii. While this document has been prepared in good faith, NPS Trust makes no representation or warranty, expressed or implied, regarding its accuracy, reliability, or completeness. Any liability is expressly disclaimed, even if loss or damage results from any act or omission by NPS Trust, its officers, or Trustees, whether negligent or otherwise;
- iv. By accepting this document, the recipient acknowledges that NPS Trust may, at its absolute discretion, update, amend, or supplement the information at any time without prior notice. Any information contained herein can also be superseded by subsequent written communications from NPS Trust;
- v. NPS Trust reserves the right to modify or change the empanelment process, terminate, negotiate, or discontinue the due diligence process at any stage before signing any binding agreement, without obligation or liability;
- vi. Recipients are responsible for conducting their own assessments of the requirements and expectations outlined in this document. NPS Trust shall not be liable for any claims arising from an agency's failure to fully comprehend the document's content or respond appropriately to the notice for empanelment;
- vii. This document has not been filed, registered, or approved in any jurisdiction. Recipients should ensure compliance with applicable legal and regulatory requirements before proceeding;

- viii. Submission of a proposal under this RFP shall be deemed as confirmation by the agency that;
- ix. It has fully ensured its eligibility to provide multimedia services to NPS Trust;
- x. There is no legal, regulatory, or statutory restriction preventing it from acting in such a capacity;
- xi. It meets all necessary qualifications and obligations without any violation in law or otherwise;
- xii. NPS Trust reserves the absolute right to reject any or all agencies at any point of time during the bid period without assigning any reasons thereof;
- xiii. The Bid submitted by the agency, as well as all correspondence and documents relating to the RFP will be in English language;
- xiv. Conditional and incomplete bids shall not be considered and shall be summarily rejected at the very first instance, without providing any recourse to the agency, in which event, the decision of NPS Trust shall be final, conclusive and binding;
- xv. In case the bids received are insufficient, NPS Trust reserves the right to award the work to such agency (ies) as it may consider fit.
- xvi. The competent authority of NPS Trust reserves the right to annul all the bids received, modify or cancel the selection process, at any time prior to issuing the letter of award of work or discontinue this RFP process, without assigning any reason, in which event, the decision of NPS Trust shall be final, conclusive and binding;
- xvii. NPS Trust shall be under no obligation to accept all or any of the bids in response to this RFP document and shall be entitled to reject any or all bids without assigning any reason whatsoever, without any obligation to inform and without incurring any liability to any of the agencies/applicant firms;
- xviii. This RFP document neither constitutes nor should be interpreted as an offer or invitation for empanelment;
- xix. Prospective agencies are advised to go through the complete RFP document and annexure(s) thereto, including the terms and conditions thereof, carefully before applying. The bid once submitted shall not be ordinarily permitted to be modified, substituted or withdrawn;
- xx. No binding relationship of any nature, whether principal or agent or otherwise shall exist between any of the agency and NPS Trust until issuance of letter of empanelment;
- xxi. Submission of bid by the agency shall mean that they have examined the entire RFP document and annexure(s) thereto and is deemed to have full knowledge of the scope of work;



- xxii. The agency shall, by responding to NPS Trust under the present RFP document, be deemed to have accepted all the terms and conditions of this RFP document. The terms of engagement shall be in accordance with RFP;
- xxiii. This RFP document is meant to provide information only and upon the express undertaking that recipients shall use it only for the purposes set above. No representation or warranty, expressed or implied, is or shall be made as to the reliability or accuracy of any of the information contained herein, nor shall it create any liability or responsibility on NPS Trust or any of its officers. While this RFP document has been prepared in good faith, neither NPS Trust, 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 made herein. Any liability or responsibility is accordingly and expressly disclaimed by NPS Trust, its officers and Trustees, even if any loss, harm or damage is caused by any act or omission on the part of NPS Trust, its officers and Trustees, whether negligent or otherwise, in respect of the present RFP document;
- xxiv. The selected agency(ies) should hold NPS Trust's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while discharging its duties under this bid document;
- xxv. By acceptance of this RFP document, the agencies agree that any information contained herewith, shall be superseded by any subsequent written information on the same subject, made available to the recipient(s), with access to any additional information or update to this RFP document or to correct any inaccuracies herein which may become apparent;
- xxvi. For any queries, the prospective agency(s) may write to NPS Trust at [suresh.g@npstrust.org.in](mailto:suresh.g@npstrust.org.in) / [nakul.kumar@npstrust.org.in](mailto:nakul.kumar@npstrust.org.in) with subject line “**RFP Document – Empanelment of multi-media agencies at NPS Trust**” in the format as given below within 7 days from the date of this bid document. Any change in the terms of this bid document will be communicated to all the agency(s). Any query received after 7 days will not be considered.

Sl. No.	RFP Document Page and Clause number	Query

- xxvii. The pre-bid meeting to be held physically at National Pension System Trust, B-302, Tower B, B-302, third floor, World Trade Center, Nauroji Nagar, New Delhi-110029;
- xxviii. Any information with respect to corrigendum/clarification to the bid document will also be made available at the website of NPS Trust. The bid document can also be downloaded from the website of NPS Trust at <https://www.npstrust.org.in>;
- xxix. In case the agency is unable to be present physically in the NPS Trust office, online presentation shall be allowed by NPS Trust at its discretion on the specific request

of the agency vide mail to [suresh.g@npstrust.org.in](mailto:suresh.g@npstrust.org.in) / [nakul.kumar@npstrust.org.in](mailto:nakul.kumar@npstrust.org.in). The mail request should be sent at-least 3 days before the date of presentation. Any other request received after that shall not be considered;

- xxx. In case of any ambiguity, in the interpretation of any of the clauses in bid document, NPS Trust's interpretation of the clauses shall be final, conclusive and binding;
- xxxi. NPS Trust reserves the right, at any time and without advance notice, to change the procedure for selection of the agency, at its sole discretion. Accordingly, the interested recipients shall carry out an independent assessment and analysis of the requirements of the information, facts and observations contained herein;
- xxxii. This RFP document has not been filed, registered or approved in any jurisdiction. Recipients of this RFP document shall be responsible to inform themselves of and observe any applicable legal requirement;
- xxxiii. This RFP document constitutes no form of commitment on the part of NPS Trust. Furthermore, this RFP document neither confers the right nor any expectation on any party whatsoever, to participate in the RFP process. The agency(s) shall be responsible for all acts incurred or omissions made in connection with participation in this process. This RFP document does not bind NPS Trust to award the work or to engage in negotiations;
- xxxiv. The empanelled agency(ies) accepts to comply with and abide by such instructions and directions that NPS Trust may issue from time to time;
- xxxv. All proposals and accompanying documents received within the stipulated times shall not be allowed to be withdrawn or modified, will become the property of NPS Trust and shall not be returned in any event whatsoever;
- xxxvi. The proposal/ bid shall be valid for a period of **180 days** from the date of declaration of results. A proposal/ bid valid for a shorter period may be rejected by NPS Trust as non-responsive. In exceptional circumstances or justified reasons, NPS Trust may at its discretion, grant consent for an extension of the validity period. The request and responses shall be in writing;
- xxxvii. The selected / empanelled agency(s) shall be liable to maintain secrecy and confidentiality of all the information / data / operations, etc. of the NPS Trust in relation to the work undertaken by it. The selected agency(s) shall not disclose or part with any information relating to NPS Trust and its data to any person or persons or authorities without prior written consent of NPS Trust. Breach of the same will result in termination of the award of work apart from other remedies available to NPS Trust. In this regard, the agency will enter into a Non-Disclosure Agreement with NPS Trust which is enclosed as Annexure VI.
- xxxviii. The agency warrants that:
  - a. All information contained in the agency's response is true, accurate and complete and not misleading in any way;

- b. No litigation, arbitration or administrative proceeding is presently taking place, pending or to the knowledge of the agency or otherwise involving the agency which could have an adverse effect on its business, assets or financial condition or upon NPS Trust's reputation if the response is successful;
  - c. The agency will immediately notify NPS Trust of the occurrence of any event, fact or circumstance which may cause a material adverse effect on the agency's business, assets or financial condition, NPS Trust's reputation or render the agency unable to perform its obligations under the policy or have a material adverse effect on the evaluation of the responses by NPS Trust.
- xxxix. Any form of canvassing / lobbying / influence / query regarding short listing, status, etc. under the present RFP, shall be a direct disqualification from the selection process;
- xl. The person(s) signing the bid documents should be authorised and shall affix their initials on all pages of the bid;
- xli. The name, logo, design and other proprietary rights of the NPS Trust is solely the property of NPS Trust and in no case the agency shall use the same;
- xlii. Agencies must disclose in their bid details of any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest. Where agencies identify any potential conflicts they should state how they intend to avoid such conflicts. NPS Trust reserves the right to reject any bid which, in NPS Trust's opinion, gives rise, or could potentially give rise to, a conflict of interest;
- xliii. The successful agency(ies) shall exercise reasonable skill, care and diligence in the performance of the work and indemnify and keep NPS Trust, its trustees, officers, employees etc., indemnified at all times in respect of any loss, damage, harm or claim whatsoever, arising out of or related to any breach of terms and conditions, violation of any law/rule, breach of statutory duty or negligence by the agency/firm or by its staff, employees, agents or sub-contractors, including indirect, consequential, or incidental losses in relation to the performance or otherwise of the services to be provided under the present RFP and award of work thereto;
- xliv. The successful agency(ies) shall not, without the prior written consent of NPS Trust, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the successful agencies, any of its rights or obligations under present RFP document and award of work thereto or any part, share or interest therein;
- xlvi. The agency undertakes that they will observe the highest standard of ethics and will not indulge in any of the following prohibited practice either directly or indirectly

at any stage during the procurement process or during execution of the resultant contract.

- a. **Corrupt Practices** – Making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- b. **Fraudulent Practices** – Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declarations or providing false information for participation in this bid process or to secure the bid or to execute the bid;
- c. **Anti-Competitive Practices** – Any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of “The Competition Act 2002” between two or more agencies, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial / non-competitive levels;
- d. **Coercive practices** – Harming or threatening to harm persons or their properties to influence their participation in the procurement process or affect the execution of this contract;
- e. **Conflict of Interest** – Conflict of interest with one or more parties in this bidding process in case of:
  - I. Controlling partners in common; or
  - II. Receiving or have received any direct or indirect subsidy / financial stake from any of the other agencies; or
  - III. Have the same legal representative / agent for the purpose of this bid or
  - IV. Have business relationship with each other directly or through common third parties that puts them in a position to have access to information about or influence the bid of the other agency; or
  - V. Agency or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; or
  - VI. In case of a holding company having more than one subsidiary / sister concern having common business ownership / management, only one of them can bid. Agencies to declare such sister / common business / management in same / similar line of business.
- f. **Obstructive Practices** – Materially impede the NPS Trust’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering or by concealing of evidence material to the investigation, or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of the matters relevant to the investigation or from pursuing the investigation, or by impeding NPS Trust’s rights of audit or access to information;

- xlvi. The agency hereby declares the abiding to the code of integrity during submission of the bid. In case of any transgression of this code, the agencies agree to be liable of punitive actions such as cancellation of contract any stage of the bid or during execution, recovery of payments already made including advance payments, banning from future participation and blacklisting by NPS Trust;
  - xlvi. All the obligations under the agreement will be performed by the successful agency and is not permitted to be assigned;
  - xlix. The agency in the process of submitting the work and providing the services must comply with all the statutory/regulatory requirements and strict observation of the relevant laws as may be applicable and shall keep NPS Trust and its officers, trustees safe and harmless of any legal consequences or claims arising from any third party or otherwise on account of any violation/potential violation on the part of the agency or any of its employees, agents, servants etc.;
1. NPS Trust may, at its sole discretion and at any time, terminate the award of work with the successful agency(s) by giving a month's notice, and inform the agency(s) of NPS Trust's decision by written instructions to that effect. In the event of termination, the selected agency(s) shall take such steps as are necessary to bring the services to an end, in a cost effective, timely and orderly manner, without making any claim of whatsoever nature, against NPS Trust or any of its officers, employees, directors etc. In the event of termination, the license/ subscription cost on pro-rata basis will be paid by NPS Trust;
  - li. NPS Trust reserves the right to terminate the present agreement if the agency fails to deliver the services whether fully or in part as per the scope of RFP by giving 30 days prior notice in writing to the agency. In the event of such termination, an amount proportionate to the services rendered by the agency will be paid to the agency. Further, NPS Trust may get the balance work executed from any other entity. The expenses incurred by NPS Trust in getting the balance work completed from any other entity will be borne by the agency;
  - lii. **Warranties on Termination of agreement:** In the event of termination of this Agreement, the agency warrants that:
    - a. The agency will deliver to NPS Trust all work in progress, documents, data, and materials related to the services performed under this Agreement in an organized and usable form within 15 days of termination;
    - b. It will cooperate with NPS Trust to ensure a smooth transition of work or services to NPS Trust or any other agency as directed by the NPS Trust;
    - c. It will provide reasonable assistance and respond to any queries related to the completed work for a period of 12 months after termination or completion, without additional cost to NPS Trust.
  - liii. Any failure or delay by selected Agency(s) in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake, pandemic or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders,

rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing party, which effects the performance of the selected agency, will not amount to non-performance of the assignment. However, the selected agency will notify within a reasonable time period of the occurrence of a Force Majeure Event. If the Force Majeure prevents or delays performance for over 90 days, NPS Trust will reserve the right to terminate the contract;

- liv. **Governing Laws/Jurisdiction/Arbitration:** Any dispute/ difference in relation to the process for selection of the agency under this RFP document shall be subject to the exclusive jurisdiction of courts at New Delhi only. Any dispute arising post the award of work shall be settled through negotiation, in good faith and using best endeavours. Disputes unresolved, if any, shall be settled by way of arbitration, to be conducted under the provisions of the Arbitration and Conciliation Act, 1996, as amended, by a sole arbitrator appointed mutually by the parties. The proceedings of arbitration will be conducted at New Delhi and the cost will be borne equally by the parties.

## **Annexure-I - Schemes administered by NPS Trust**

### **1. NPS**

The National Pension System (NPS) is a market-linked defined contribution scheme that helps you save for your retirement. The scheme is simple, voluntary, portable and flexible. It is one of the most efficient ways of boosting ones retirement income and saving tax. It allows an individual to plan for a financially secure retirement with systematic savings in a planned way.

### **2. APY**

The Government of India introduced the Atal Pension Yojana (APY), a pension scheme focusing on the unorganised sector of the country. Individuals who are having a bank account, and who are non- tax payers may opt for APY, thereby enabling all citizens in the unorganized sector the benefit of minimum pension guaranteed by the Government of India.

### **3. NPS Vatsalya**

NPS Vatsalya is a Contributory Pension Scheme designed specifically for all Indian minor citizens till the age of 18 years.

### **4. Unified Pension System (UPS)**

The Unified Pension Scheme is a new scheme under NPS, effective from 1 April 2025, offering assured payout benefits for Central Government employees opting for it.

**For more information, please visit: <https://npstrust.org.in/>**

## Annexure II - Presentation Format for Shortlisted Agencies

<b>Slide Number</b>	<b>Presentation Content</b>
Slide 1	Brief About the Agency: Overview of the agency, key clients, leadership team, and overall team strength.
Slide 2	Previous Creative Work and Award-Winning Campaigns: Showcase of past notable campaigns, particularly any award-winning work or case studies demonstrating effectiveness.
Slide 3	Ideas for Promoting NPS (Non-Government Subscribers): Identification of the ideal target segment with supporting study/data/reasoning.
Slide 4	Creative Sample for NPS: Showcase of sample creative for promoting NPS.
Slide 5	Ideas for Promoting NPS Vatsalya: Identification of the ideal target segment with supporting study/data/reasoning.
Slide 6	Creative Sample for NPS Vatsalya: Showcase of sample creative for promoting NPS Vatsalya.
Slide 7	Ideas for Educating Government Subscribers on NPS Features: Strategies for enhancing awareness among government employees.
Slide 8	Creative Sample for Educating Government Subscribers on NPS: Sample creative for government subscriber education.
Slide 9	Ideas for Educating Government Subscribers on UPS: Strategies for promoting understanding of the Unified Pension Scheme (UPS).
Slide 10	Creative Sample for Educating Government Subscribers on UPS: Sample creative for UPS subscriber education.
Slide 11	Subscriber Education Ideas: Proposed strategies and methods for educating subscribers about NPS, UPS, and NPS Vatsalya.
Slide 12	Event Ideas (Slide 12) – Strategy and Sample event ideas for execution by NPS Trust.

The presentation would be rated based on the criteria of relevant planning/ideas, creative format, creativity, taglines/ punchlines/ slogans/ wording, body copy etc. It may be noted that the aforementioned list of criteria is indicative and not exhaustive. Also, no payment will be made to the agency/applicant for preparation of the creatives to be submitted to NPS Trust as part of the presentation for this RFP.

Agencies must strictly follow the presentation format and number of slides. Any additional information the agency wishes to include should be placed in Slide 12 onward as an annexure. If time permits, the Evaluation Committee may review the annexure slides.



### **Annexure III - Application Form**

(On Agency's Letter Head)

Date: dd/mm/yyyy

To

The General Manager,  
Media Marketing and Subscriber Education Department,  
National Pension System Trust, Tower B, B-302,  
Third Floor, World Trade Center, Nauroji Nagar,  
New Delhi-110029

Dear Sir,

#### **Empanelment of Multi Media Agencies**

1. With reference to your RFP for empanelment of multi-media agencies and the details posted on NPS Trust's website. We hereby submit our application for empanelment of advertising agency of NPS Trust, and we agree to offer media marketing and subscriber education related services to you as per the terms and conditions specified in the notice and to abide by the terms and condition specified therein;
2. We are already empaneled with CBC under Category A multimedia agencies as \_\_\_\_\_ (name of agency). All the other desired information, documents and certificates as required by you, are enclosed herewith for your perusal;
3. I/We have read and understood the RFP and instructions appearing in the RFP and I/We understand that if any false information is detected at a later stage, any contract / engagement made between NPS Trust and us based on the information given by us, can be treated as invalid by NPS Trust;
4. All the information furnished in this application is correct to the best of our knowledge;
5. If our application is accepted, we undertake, to start the work as per the job assigned by NPS Trust;
6. We understand that NPS Trust reserves the right to accept or reject any or all applications at any time without assigning any reasons thereof;
7. We have a full-fledged office in India with office in Delhi with relevant expertise and creative personnel;
8. We have not been blacklisted / debarred in the past by any Government / PSU / Regulator / NPS Trust in India. Further, if any of the partners/directors of the organization/firm is blacklisted or having any criminal case against them, our application shall not be considered. At any point of time, our company/firm/and/or

any of its partner/director is blacklisted by any organization, NPS Trust shall have the right to terminate the contract with us;

9. We have not defaulted in paying dues to the media houses, banks, or tax / statutory authorities in India;
10. We have not been barred by any court of law and its partners / directors / proprietors / owners / employees should not have been convicted in the past
11. This declaration by is made in terms of Clause 6 - 'Eligibility Criteria'
12. I/We, therefore, request you to kindly consider our application for empanelment.

### Checklist for documentation

Sl. No.	Requirement	Documents to be submitted	Submitted (Yes / No)
<b>6.1 Empanelment and Accreditations</b>			
ii.	Active empanelment with Central Bureau of Communication (CBC) (formerly Bureau of Outreach and Communication / Directorate of Advertising and Visual Publicity - DAVP) in Category A multimedia agencies	Self-certified copy of active empanelment letter	
<b>6.2 Experience and Clientele</b>			
vi.	Minimum of 5 years of experience in media advertising and marketing as on the date of application	Self-certified copy of the Certificate of incorporation	
vii.	Presently empaneled with at least 3 Government Department/ Ministries/ PSUs/ Central Autonomous Bodies/ State Autonomous Bodies as on the date of application	Self-certified copy of the active empanelment letter	
viii.	Presently empaneled with at least 2 financial sector (Banking, Financial Services, and Insurance - BFSI) entities as on the date of application	Self-certified copy of the active empanelment letter	
ix.	Experience in handling advertisement/brand promotion in promoting financial products in urban, semi-urban and rural areas in FY 2023-24	Campaign reports, media plans, or letters of	

		completion from the client	
x.	Experience in the production of films, animations, documentaries, jingles, TVCs, and customer testimonials	Relevant Documents evidencing the same in support of the application	
<b>6.3 Financial Requirements</b>			
iv.	Minimum annual turnover of ₹50 crore from advertisement/publicity work in each of the last 3 financial years (FY 2022-23, 2023-24, 2024-25)	CA Certified-Audited / Provisional / Unaudited financials	
v.	Minimum billing of ₹5 crore from Government Organizations (Government Departments/ Ministries/ PSUs/ Central Autonomous Bodies/ State Autonomous Bodies) for advertising/multimedia creative activities during the last financial year (FY 2024-25)	CA certificate	
vi.	Minimum billing of ₹1 crore from financial sector clients in BFSI for advertising/multimedia creative activities during the last financial year (FY 2024-25)	CA certificate	
<b>6.4 Infrastructure and Human Resources</b>			
ii.	A full-fledged office in New Delhi with relevant expertise and creative personnel	Self-declaration	
<b>6.5 Statutory and Compliance Requirements</b>			
v.	Valid Goods and Service Tax (GSTIN) and Permanent Account Number (PAN)	Self-Certified Copy of GSTIN and PAN	
vi.	Must not have been blacklisted / debarred in the past by any Government/PSU/Regulator	Self-declaration	
vii.	Must not have defaulted in paying dues to the media houses, banks, or tax / statutory authorities in India	Self-declaration	
viii.	Must not have been barred by any court of law and its partners/directors/proprietors/owners/employees should not have been convicted in the past	Self-declaration	

Yours sincerely,

Signature of Authorized person

Name and Designation of Authorized Person: [In full and initials]:

Name of Company/Firm:

Address:

(Please affix rubber stamp of your company)

### Annexure IV - Agency Information

Sl. No.	Particulars	Details
<b>1. Agency details</b>		
1.1	Name of the Agency	
1.2	Corporate Office Address	
1.3	Contact Person in New Delhi	
1.4	Phone No.(landline/Mobile)	
1.5	Email address	
1.6	Date of incorporation	
1.7	Status of the Agency (public Ltd./Private Ltd. Co. etc.)	
<b>2. Financial and personnel</b>		
2.1	Average Turnover of the company in the last 3 years (FY 2022-23, 2023-24, 2024-25)	
2.2	Average Operating Profit of the company in the last 3 years (FY 2022-23, 2023-24, 2024-25)	
2.3	Number of personnel employed in Delhi / NCR office as on the date of application	
2.4	Office locations other than Delhi / NCR (Address)	
<b>3. Details of top three completed / executed media project work in the last two years (FY 2023-24, 2024-25). Project / work in the current year FY 2025-26 can also be mentioned</b>		
3.1	<b>Project Name (i)</b>	
3.1.i	Name of the project	
3.1.ii	Client Name and address:	
3.1.iii	Approximate cost of contract in rupees	
3.1.iv	Client contact/reference person(s):	
3.1.v	Telephone/Mobile Phone	
3.1.vi	Email address	

<b>3.2</b>	<b>Project Name (ii)</b>	
3.2.i	Name of the project	
3.2.ii	Client Name and address:	
3.2.iii	Approximate cost of contract in rupees	
3.2.iv	Client contact/reference person(s):	
3.2.v	Telephone/Mobile Phone	
3.2.vi	Email address	
<b>3.3</b>	<b>Project Name (iii)</b>	
3.3.i	Name of the project	
3.3.ii	Client Name and address:	
3.3.iii	Approximate cost of contract in rupees	
3.3.iv	Client contact/reference person(s):	
3.3.v	Telephone/Mobile Phone	
3.3.vi	Email address	

**Date:**

**Signature of Authorized Person:**

**Place:**

**Name:**

**Designation:**

(Please affix seal of the Company)

## **Annexure V - Declaration for Relation in NPS Trust**

(To be typed and submitted in the Letterhead)

Date: dd/mm/yyyy

To

The General Manager,  
Media Marketing and Subscriber Education Department,  
National Pension System Trust, Tower B, B-302,  
Third Floor, World Trade Center, Nauroji Nagar,  
New Delhi-110029

Dear Sir,

### **Sub: Declaration for relation in NPS Trust**

Ref: RFP No.\_

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner (s)/Director(s) employed in NPS Trust.

### **Tick(✓) any one as applicable:**

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in NPS TRUST

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm have relation/relatives employed in NPS TRUST and their particulars are as below:

(i)

(ii)

We undertake that in above information is true to our knowledge. In the future, if the comes to the knowledge of NPS Trust that the information furnished by the Agency is false / misleading, NPS Trust reserves the right to take suitable action against the agency and the decision of NPS Trust shall be final and binding.

Signature of the Authorized Signatory Note:

1. Attach separate sheet, if necessary.

## Annexure VI - Non-Disclosure Agreement

(Between the Agency and NPS Trust)

THIS NON-DISCLOSURE AGREEMENT is made on this .....day (date) of ..... (Year)

By and between

**NPS Trust, B-302, Tower B, World Trade Centre, Nauroji Nagar, Delhi 110029** hereinafter referred to as “NPS Trust” which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns) of the first part.

And

.....<Name of the Firm/entity > incorporated/ registered under the ..... <Name of the Act> having its registered/corporate office at ..... <Address of the Firm> (herein referred to as “Agency” which expression shall unless repugnant to the context or meaning thereof, includes its successors) of the second part

In this Agreement, “NPS Trust” and “Agency” shall severally be referred to as “**Disclosing Party**” and collectively as “**Disclosing parties**”.

In this Agreement, the “NPS Trust” and “Receiving Party” shall be severally referred to as “**the Party**” and collectively as “**the Parties**”.

### WHEREAS

- A. NPS Trust has vide letter bearing reference no. \_\_\_\_\_ dated \_\_\_\_\_ appointed the Agency for acting as \_\_\_\_\_ for \_\_\_\_\_ at NPS Trust period of \_\_\_\_ years (“**Authorised Purpose**”).
- B. The Authorised Purpose requires disclosure by the Parties to the Receiving Party of information that is deemed Proprietary / Confidential by the “Disclosing Parties”. The information shall be disclosed for the Authorised Purpose in accordance with the Trust Deed dated 27.02.2008 read with PFRDA (NPS Trust) Regulations, 2015 and its amendments from time to time along with circulars, guidelines etc.

**NOW, THEREFORE**, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:



**1. Confidential Information (Information):**

The term “Confidential Information” shall include, without limitation, all information and materials, furnished by either Party to the other in connection with the Authorised Purpose including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic media, and including all proprietary information, customer and prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property. Results of any audits, tests, analysis, extracts or usages carried out by the Agency in connection with the Authorised Purpose also be considered Confidential Information.

**2. Protection of Confidential Information:** With respect to any Confidential Information disclosed to it or to which it has access, Agency affirms that it shall:

- (a) Use the Confidential Information as necessary only in connection with the Authorised Purpose and in accordance with the terms and conditions contained herein;
- (b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the confidentiality of its own proprietary and confidential information and that of its other clients;
- (c) Not to make or retain copy of any details of the information, business or marketing plans, subscriber lists, proposals developed by or originating from NPS Trust or any of the intermediaries under the NPS architecture.
- (d) Not to make or retain copy of any details of results of any audits, tests, analysis, extracts or usages carried out by the Agency in connection with the Authorised Purpose without the express written consent of NPS Trust.
- (e) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the NPS Trust ; and
- (f) Return to NPS Trust or destroy at NPS Trust’s discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately on (i) expiration or termination of this agreement, or (ii) the request of NPS Trust therefor.
- (g) Not to send NPS Trust’s information or data and/or any such Confidential

Information at any time outside India for the purpose of storage, processing, analysis or handling without the express written consent of the NPS Trust.

- (h) The Agency shall use only the best possible secure methodology to avoid confidentiality breach, while handling board related data for the purpose of storage, processing, transit or analysis including sharing of information with NPS Trust.
  - (i) Not to engage or appoint any non-resident/foreigner to undertake any activity related to the Authorised Purpose.
  - (j) Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between the Agency and NPS Trust or the nature of services to be provided by Agency to NPS Trust.
  - (k) Make sure that all the employees and/or consultants engaged to undertake any exercise on its behalf have signed the mandatory non-disclosure agreement.
3. **Onus:** Agency shall have the burden of proving that any disclosure or use, inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions. The obligation to prove that the information is not confidential will also be on the Agency.
4. **Permitted disclosure of information:** The Agency shall not disclose at any time to any third party any information pertaining to NPS Trust that he has come across while undertaking this assignment without the prior approval of NPS Trust. The Agency may share information with Government entities, if mandated, under the law as and when called upon to do so by such agencies with prior written information to NPS Trust.
5. **Exceptions:** The Confidentiality obligations as enumerated in para 2 of this Agreement shall not apply in the following cases:
- i. Which is independently developed by Agency or lawfully received from another source free of restriction and without breach of this Agreement; or
  - ii. After it has become generally available to the public without breach of this Agreement by Agency; or
  - iii. Which at the time of disclosure to Agency was known to such party free of restriction and evidenced by documents in the possession of such party; or
  - iv. Which NPS Trust agrees in writing is free of such restrictions.
  - v. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;

6. **Remedies:** Agency acknowledges that any actual or threatened disclosure or use of the Confidential Information by Agency would be a breach of this agreement and may cause immediate and irreparable harm to NPS Trust or to its subscribers; Agency affirms that damages from such disclosure or use by it may be impossible to measure accurately; and injury sustained by NPS Trust / its subscribers may be difficult to calculate and compensate fully. Therefore, Agency acknowledges that in the event of such a breach, NPS Trust shall be entitled to specific performance by Agency of its obligations contained in this Agreement. In addition Agency shall pay/compensate NPS Trust for the actual loss or damages caused to NPS Trust. Moreover, NPS Trust shall be entitled to recover all costs of litigation including reasonable attorneys' fees which it or they may incur in connection with defending its interests and enforcement of contractual rights arising due to a breach of this agreement by Agency. All rights and remedies hereunder are cumulative and in addition to any other rights or remedies under any applicable law, at equity, or under this Agreement, subject only to any limitations stated herein.
7. **Need to Know:** Agency shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees and/or consultants of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of NPS Trust. No information relating to NPS Trust shall be hosted or taken outside the country in any circumstances.
8. **Intellectual Property Rights Protection:** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by NPS Trust to the Agency.
9. **No Conflict:** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
10. **Authority:** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
11. **Governing Law and Jurisdiction:** The Agreement shall be governed by and construed in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction over all disputes arising under or in connection with this Agreement.

12. **Entire Agreement:** This Agreement constitutes the entire understanding and agreement between the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.
13. **Amendments:** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. **Binding Agreement:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. **Severability:** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
16. **Waiver:** Waiver by either party of a breach of any provision of this Agreement, shall not be deemed to be waiver of any preceding or succeeding breach of the same or any other provision hereof.
17. **Survival:** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after expiration or termination of this Agreement.
18. **Non-solicitation.** During the term of this Agreement, the Agency shall not solicit or attempt to solicit NPS Trust's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct business similar to NPS Trust with any employee and/or consultant of NPS Trust who has knowledge of the Confidential Information, without the prior written consent of NPS Trust.
19. **Termination:** NPS Trust reserves the right to terminate the present agreement if the Agency is found in breach of the agreement, without incurring any penalties to NPS Trust.
20. **Dispute Resolution:**
  - i. The parties agree to resolve all disputes, if any, arising under the present agreement, through negotiation, in good faith and using their best endeavours. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between

- them/their representatives or senior officers.
- ii. Disputes unresolved, if any, arising between two parties shall be settled by way of arbitration, to be conducted under the provisions of the Arbitration and Conciliation Act, 1996, as amended, by a sole arbitrator to be appointed with the consent of both the parties. The arbitration proceedings shall be conducted at New Delhi only. The cost of arbitration shall be borne equally between the parties. Any further proceedings arising out of or in relation to such arbitration proceedings or any other legal proceedings which either party to this contract may wish to initiate against the other, shall be instituted subject to exclusive jurisdiction of courts at New Delhi only.

21. **Term:** This Agreement shall come into force on the date of its signing by both the parties and shall be valid up to \_\_\_\_\_

22. **Notices:** Any notice given under this agreement shall be in writing and may be served through e-mail and by speed post at the addresses of the respective parties as listed below:

National Pension System Trust  
B-302, Tower B, 3<sup>rd</sup> Floor, World Trade Centre  
Nauroji Nagar,  
New Delhi - 110029

Agency  
\_\_\_\_\_

23. **Miscellaneous:** The parties herein shall be additionally bound and shall strictly abide by such directions/notifications/circulars etc. as are issued by PFRDA from time to time, governing or having relevance to the present agreement.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For and on behalf of Agency  
(Name and designation of authorized signatory)

.....

For and on behalf of NPS Trust

(Name and designation of authorized signatory)

.....

WITNESSES:

1.

2.

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