### <u>CORRIGENDUM – 2</u>

# Request for Proposal (RFP) for Selection of a Consultant for Human Resources (HR) Transformation at National Pension System Trust

This is to inform all concerned about the project timeline, payment terms and certain other important aspects in respect of the aforementioned rfp for HR Transformation at NPS Trust. Accordingly, the following shall be duly noted:

1. Para 3A (new) shall be inserted after para 3 in the rfp document and the same shall read as follows:

## 3A. Project Timeline

a. The Service provider is expected to provide services as per the scope of work indicated under para 3 of the rfp document having Reference No. NPST/15/1/2025-HRD/1 over a period of 6 months. The schedule of deliverables is as under:

~3		
Sl.	Particulars	Timeline (tentative)
No.		
1	Submission of recommendations as per the gap analysis (para 3.1 of the rfp)	4 weeks
2	Submission of report comprising of:  I. long term HR Strategy (Para 3.2 of the rfp)  II. matters as outlined under para 3.4 of the rfp document, including but not limited to:  > Organisational Structure reflecting the appropriate reporting structure/ hierarchy for all offices/ departments/ divisions of Trust > details of functional level	6 weeks
	KRAs/ KPIs, unique job profiles and their associated KRAs/ KPIs	
3	Submission of final Draft of all HR Policies/ SOPs/ Manuals (as per para 3.3 of the rfp document)	8 weeks

4	Submission of recommendations	2 weeks
	pertaining to Learning and Development	
	as per para 3.5 of the rfp document	
5	Submission of consolidated report	4 weeks

2. Para 7 (new) shall be inserted after para 6 in the rfp document and same shall read as follows:

## 7. Terms of Payment

- a. Payment shall be made after acceptance/ deemed acceptance of scope of work indicated under Para 3 of the rfp document having reference no. NPST/15/1/2025-HRD/1. The deliverables shall be deemed to be fully and finally accepted by NPS Trust in the event such that the NPS Trust has not submitted its response by way of acceptance or rejection in writing to the service provider within 30 days from the date of submission of the said deliverable or when NPS Trust has commenced usage of the deliverable in its business, whichever is earlier. In case of rejection of any deliverable by NPS Trust, the service provider shall have a maximum period of 15 days for undertaking necessary refinements. All payment by NPS Trust shall be in Indian Rupees.
- b. The bidder must accept the payment terms proposed by NPS Trust. Any deviation from the proposed payment terms shall not be accepted. NPS Trust shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of NPS Trust. Once a contract price is arrived at, the same must not be subject to escalation during the performance of the contract.
- c. NPS Trust shall release payment of the agreed professional fees to the service provider, for which contract will be executed, in stages, on completion of the various major activities, after deduction of applicable taxes at source. Further, it may be noted that the criteria indicated below is only for the purpose of effecting professional fees payment. The Service provider shall cover the entire scope and deliver all the "Deliverables" as mentioned under Para 3 of the rfp document having reference no. NPST/15/1/2025-HRD/1.
- d. Upon receipt of the duly signed invoice by the authorised signatory, all payments will be made by NPS Trust within 30 days from the date of receipt of invoices, subject to acceptance of the invoice by NPS Trust. In case of dispute/s, payment shall be made within 10 working days of resolution of the dispute/s. No penal interest shall be payable for delayed payment.
- e. The release of payments will be further subject to conditions mentioned below:
  - a) Satisfactory completion of the relevant activities under a specific phase as per the contract;

- b) Deliverables agreed to are delivered in time and as per the specifications;
- c) The change in Project Manager during the entire period of execution of the contract, shall only be undertaken with the prior consent from NPS Trust in writing; and
- d) The bidder shall make outlay of resource proposed to be deployed in the bid document for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.
- f. Payment shall be made after acceptance/ deemed acceptance of scope of work completed as per the tentative plan given below. The payment terms can be amended based on the mutual consent of the successful bidder and NPS Trust. Such a change shall be at the discretion of NPS Trust.

Sl.	Particulars	Amount as % of the agreed
No.		price
1.	Signing of the Agreement	10% of the agreed price
2.	Submission of report of Gap	20% of the agreed price
	Analysis	
3.	Submission of HR Strategy and	20% of the agreed price
	Organisational Structure	
4.	Submission of policies/	20% of the agreed price
	SOPs/Manuals	
5.	Submission of	10% of the agreed price
	recommendations pertaining	
	to L&D	
6.	2 months after completion of	20% of the agreed price
	work and submission of the	
	final report	

3. Para 41 of Annexure-III of the rfp document shall be replaced as under:

NPS Trust reserves the right to terminate the present agreement in case the bidder 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 bidder. In the event of such termination, an amount proportionate to the services rendered by the bidder will be paid to the bidder. 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 shall be borne by the bidder.

4. Para 42 of Annexure-III of the rfp document shall be replaced as below:

**Warranties on Termination of agreement:** In the event of termination of this Agreement, the bidder warrants that:

- I. The bidder shall deliver to NPS Trust all work in progress, documents, data, and materials related to the services performed under this Agreement in an organised and usable form within 30 days of termination thereof.
- II. The bidder shall cooperate with NPS Trust in order to ensure a smooth transition of work or services to NPS Trust or any other agency as directed by NPS Trust.
- III. The bidder shall provide reasonable assistance and respond to any queries related to the completed work for a period of two months after termination or completion, without additional cost to NPS Trust.
- 5. Response to pre-bid queries received in respect of the aforementioned rfp for HR Transformation at NPS Trust are enclosed at **Annexure A** to this document.
- 6. Point 7 and 10 under important bid details section of the rfp document shall be replaced as under:

Sl. No.	Particulars	Details
7	Last Date and Time for submission of proposals	<b>21 March 2025</b> by <b>14:00</b> hours at National Pension System Trust, B-302, Tower B, B-302, third floor, World Trade
	m' 1 V	Center, Nauroji Nagar, New Delhi-
10	Time and Venue for opening of Qualification Criteria Technical Bid	<b>21 March 2025</b> by <b>17:00</b> hours at National Pension System Trust, B-302, Tower B, B-302, third floor, World Trade Center, Nauroji Nagar, New Delhi-110029

7. All other terms and conditions of the RFP remain unchanged.

### Annexure – A

# Response to pre-bid queries received in reference to RFP for Selection of a consultant for HR Transformation at National Pension System Trust

Sl.	RFP	Query	Response of NPS
No.	Document	Query	Trust
	Page and Clause		
	number		
1.	Page 7, Clause 2.7	The RFP mentions that submissions are due by 28th February 2025, 14:00 hours. Would it be possible for us to submit the	Kindly refer to the RFP document and corrigenda issued
		annexures and other documents by hand before the given deadline?	thereunder
2.	Page 7 Clause 3.1	The scope of work includes an audit of NPS Trust's HR strategy, organizational structure, and HR capabilities in comparison with peer institutions. Could you please specify which peer institutions / industries should be considered for this benchmarking exercise?	Bidders shall submit the proposal based on their understanding of NPS Trust
3.	Page: 9 Clause: 3.5.1	The RFP mentions the point of "Develop a comprehensive L&D strategy aligned to the organization's overall strategy". Can we get more details around what the organization's overall strategy is?	Kindly refer the rfp Document and official website of NPS Trust. Further, Bidders shall submit the proposal based on their understanding of the NPS Trust' strategy goals & objectives.
4.	Page 9 Clause: 3.5.2	The RFP mentions "Onboarding and Induction: develop structured onboarding program/policy to efficiently integrate new employees into the organization and familiarize them with its culture, values, and processes". It would be helpful if we can get a brief about the culture, values and processes of the organization	Bidders shall submit the proposal based on their understanding of the NPS Trust and best practices
5.	Page: 9 Clause: 3.5.3	The RFP mentions "Identify the types and need of training and capacity building programs for each job profile". The RFP mentions the details about the different departments in the organization. It would be helpful if we can get details about the Job Profiles in each department as well.	Bidders shall submit the proposal based on their understanding of the NPS Trust and best practices. Further, kindly refer para 3.4.5 of the rfp document

Sl. No.	RFP Document Page and	Query	Response of NPS Trust
	Clause number		
6.	Page: 9 Clause: 3.4.4	As part of the KRA and KPI design, how many unique roles are a part of the current organization structure? Additionally, what is the current grade structure for these roles?	Kindly refer para 1.3 of rfp document and website of NPS Trust
7.	Page: 9 Clause 3.3.1	What are the current HR programs / processes prevalent in NPS trust and what are some HR programs / processes that NPS Trust would want to have in place from a future point of view?	Kindly refer the rfp document. Bidders shall submit the proposal based on their understanding of the NPS Trust and best practices
8.	Page: 9 Clause 3.3.1	What are the current HR policies that NPS trust follows? What are the HR policies that are currently not prevalent within the organization that you would like us to benchmark and design from a future point of view?	Kindly refer the rfp document. Further, Bidders shall submit the proposal based on their understanding of the NPS Trust and best practices
9.	Page: 9 Clause 3.5.1	As a part of the LnD module, would we be required to create content for each of the training programs? It would be helpful if you could share details on any existing LnD modules / programs.	Kindly refer para 3.5.3 of rfp document
10.	Page No. 6 - Clause No. 1.3 Organisation details	Please indicate the departments and functions available in NPS Trust other than the ones listed in section 1.3.2.	Kindly refer para 1.3.2 of rfp document
11.	Page No. 6 - Clause No. 1.3 Organisation details	Please specify the locations of offices of NPS Trust apart from the Headquarters in New Delhi.	Kindly refer para 1.3.1 of the rfp document
12.	Page No. 6 - Clause No. 1.3 Organisation details	Please indicate the total employee strength of NPS Trust.	Kindly refer para 1.3.3 and 1.3.4 of rfp document
13.	Page No. 6 - Clause No. 1.3 Organisation details	Please specify the number of Unique Job Roles and no. of employees available within each of the functions / departments including the ones listed in section 1.3.2.	Kindly refer para 1.3 for organisation details

Sl.	RFP	Query	Response of NPS
No.	Document		Trust
	Page and Clause		
	number		
14.	Page No	Please clarify the objective, strategic	Kindly refer para 2.1
	Clause No. 3	intent and purpose of this exercise? Is it	of rfp document
	Scope of Work	to reduce cost, improve performance to meet KPI's, to expand operations?	
15.	Page No. 8 -	Please specify the number of Unique Job	Kindly refer para 1.3
130	Clause No. 3.1	Roles and functions to be covered as part	of rfp document and
	Gap Analysis	of the Gap analysis.	official website of
			NPS Trust for
			organisation details. Further, bidders shall
			submit the proposal
			based on their
			understanding of the
			NPS Trust and best
16.	Page No. 8 -	As per our understanding, existing HR	practices Bidders shall submit
10.	Clause No. 3.1	Policies, SOPs and Manuals are required	the proposal based on
	Gap Analysis	to be reviewed against available Service	their understanding
		Rules which apply to NPS Trust's HR	of the NPS Trust and
		Policies to identify Gaps. Please confirm	best practices
17.	Page No. 8 -	if our understanding is correct.  Please specify the guidelines / service	Bidders shall submit
1/.	Clause No. 3.1	rules which directly or indirectly impact	the proposal based on
	Gap Analysis	the HR Policies, SOPs and Manuals for	their understanding
		NPS Trust (e.g. DPE Guidelines or	of the NPS Trust
18.	Page No. 8 -	Central Civil Services Rules, 1965 etc.) Please clarify if the existing policies need	Bidders shall submit
10.	Clause No. 3.1	to be reviewed and gaps need to be	the proposal based on
	Gap Analysis	identified based on the review of the	their understanding
		Central Civil Services Rules, 1965?	of the NPS Trust and
10	Dogo No O	Dloogo clarify the sympotetics from the	best practices
19.	Page No. 8 - Clause No. 3.1	Please clarify the expectation from the consultant wrt conducting Gap Analysis	Kindly refer rfp document. Further,
	Gap Analysis	for reviewing "the expectations from	bidders shall submit
	1 ,	various stakeholders". Kindly indicate	the proposal based on
		the stakeholders who are required to be	their understanding
00	Dogo No O	covered in reference to this?	of the NPS Trust
20.	Page No. 8 - Clause No. 3.1	Please specify the types or specific peer organisations that shall be analysed for	Bidders shall submit the proposal based on
	Gap Analysis	the benchmarking exercise during the	their understanding
		gap analysis phase?	of the NPS Trust
21.	Page No. 8 -	Please indicate if individual existing KPIs	Kindly refer rfp
	Clause No. 3.1	and KRAs are available as per the existing	document.
	Gap Analysis	Organization Structure and HR Strategy?	Further, bidders shall submit the proposal
	<u> </u>		subline the proposal

Sl. No.	RFP Document	Query	Response of NPS Trust
	Page and Clause number		
			based on their understanding of the NPS Trust
22.	Page No. 8 - Clause No. 3.1 Gap Analysis	Please clarify what is required to be reviewed as part of "HR capabilities" and compared as a part of section 3.1.1.b	Kindly refer rfp document. Further, bidders shall submit the proposal based on their understanding of the NPS Trust
23.	Page No. 9 - Clause No. 3.2 Long Term HR Strategy	Please specify the areas that needs to be covered through the HR Strategy?	Kindly refer rfp document. Further, bidders shall submit the proposal based on their understanding of the NPS Trust
24.	Page No. 9 - Clause No. 3.3 Policy Development	As per our understanding, the following policies which are existing in NPS Trust are required to be reviewed and refined as per the Gap Analysis. Please confirm.  Talent attraction  Selection and retention  Placement & job rotation  Performance management system  Career progression including promotion policy  Employee welfare/ pay and allowances,  Learning and development,  Superannuation and exit process,  Motivation and empowerment  Staff discipline and accountability  Industrial relations  Please specify if any additional policies / manuals are required to be reviewed?	Kindly refer rfp document. Further, bidders shall submit the proposal based on their understanding of the NPS Trust best practices
25.	Page No. 9 - Clause No. 3.3 Policy Development	Please indicate if any new policies are required to be created as part of the exercise.	Kindly refer rfp document. Further, bidders shall submit the proposal based on their understanding of the NPS Trust

Sl.	RFP	Query	Response of NPS
No.	Document Page and Clause number		Trust
26.	Page No. 9 - Clause No. 3.3 Policy Development	Please specify if we are expected to draft processes and procedures? If yes, please specify the HR Processes and procedures which are required to be created.	Kindly refer para 3.3.1 and 3.3.2 of rfp document
27.	Page No. 9 - Clause No. 3.3 Policy Development	As per our understanding, creation of supporting formats and templates for HR processes is not included as part of the scope of work. Please confirm.	Kindly refer para 3.3.1 and 3.3.2 of rfp document
28.	Page No. 9 - Clause No. 3.3 Policy Development	Please specify the list of HR Manuals that are required to be prepared as per the scope of services?	Kindly refer rfp document. Further, bidders shall submit the proposal based on their understanding of the NPS Trust
29.	Page No. 9 - Clause No. 3.4 Organisational Structure	Please clarify if we need to develop the organization structure for only HR function or the entire NPS Trust organization.	Kindly refer para 3.4.1 of rfp document
30.	Page No. 9 - Clause No. 3.4 Organisational Structure	Please specify the level to which we need to define the organisation structure? (Till N-3 / N-4 / N-5)	Kindly refer rfp document. Further, bidders shall submit the proposal based on their understanding of the NPS Trust
31.	Page No. 9 - Clause No. 3.4 Organisational Structure	developing Organization Structure for NPS Trust. Please indicate the number of offices/ departments/ verticals/ divisions required to be covered for developing the Organization Structure of NPS Trust.	Kindly refer para 1.3 of rfp document for organisational details. Further, bidders shall submit the proposal based on their understanding of the NPS Trust and best practices
32.	Page No. 9 - Clause No. 3.4 Organisational Structure	Please clarify if the organogram has to be designed for only the headquarter location or all locations? If yes, then please specify the geographical locations that need to be catered to in this exercise.	Kindly refer website of NPS Trust and para 1.3 of rfp document for organisational details.
33.	Page No. 9 - Clause No. 3.4 Organisational Structure	Please indicate the number of job families available in NPS Trust.	Kindly refer website of NPS Trust and para 1.3 of rfp document for organisational details.

Sl. No.	RFP Document	Query	Response of NPS Trust
	Page and Clause number		
34.	Page No. 9 - Clause No. 3.4 Organisational Structure	Please clarify if job evaluation needs to be conducted for the design of organisation structuring?	Kindly refer para 3.4 of rfp. Further, bidders shall submit the proposal based on their understanding of the NPS Trust and best practices
35.	Page No. 9 - Clause No. 3.4 Organisational Structure	Please indicate if Manpower assessment is required to be conducted at a department level or for every Unique Job Role.	Kindly refer para 3.4.2 of rfp document for organisational details. Further, Bidders shall submit the proposal based on their understanding of the NPS Trust and best practices
36.	Page No. 9 - Clause No. 3.4 Organisational Structure	Please indicate the offices / departments / functions / verticals for whom we need to detail out KRAs and KPIs.	Kindly refer official website of NPS Trust and para 1.3 of rfp document for organisational details.
37.	Page No. 9 - Clause No. 3.4 Organisational Structure	Please clarify the number of unique job roles for which the job profiles need to be created.	Kindly refer official website of NPS Trust and para 1.3 of rfp document for organisational details.
38.	Page No. 9 - Clause No. 3.4 Organisational Structure	Please clarify if NPS Trust has existing detailed Job Profiles available for all Unique Job roles?	Kindly refer para 3.4.5 of rfp document
39.	Page No. 9 - Clause No. 3.4 Organisational Structure	Please clarify the key components required to be covered as part of "detailed job profiles".	Kindly refer rfp document. Further, bidders shall submit the proposal based on their understanding of the NPS Trust and best practices
40.	Page No. 9 - Clause No. 3.4 Organisational Structure	Please indicate the number of job profiles required to be developed as part of the scope of services.	Kindly refer rfp document. Further, bidders shall submit the proposal based on their understanding

Sl. No.	RFP Document	Query	Response of NPS Trust
	Page and Clause number		
			of the NPS Trust and best practices
41.	Page No. 9 - Clause No. 3.4 Organisational Structure	Please clarify whether the job profiles need to be created for the unique job roles at the headquarters only or for those in regional offices as well.	Kindly refer para 3.4.5 of rfp document
42.	Page No. 10 - Clause No. 3.5 Learning and Development	Please specify the expected outcome of the L&D strategy.	Kindly refer para 3.5 of rfp document. Further, bidders shall submit the proposal based on their understanding of the NPS Trust and best practices
43.	Page No. 10 - Clause No. 3.5 Learning and Development	Please specify if NPS Trust has existing Behavioural and Technical Competency Frameworks?	No, Bidders shall submit the proposal based on their understanding of the NPS Trust and best practices
44.	Page No. 10 - Clause No. 3.5 Learning and Development	Please indicate if creating Behavioural and Technical Competency frameworks is also required as part of scope of services?	Kindly refer para 3 of rfp document for scope of work
45.	Page No. 10 - Clause No. 3.5 Learning and Development	Please specify the number of employees are expected to be covered under the L&D strategy?	Kindly refer para 1.3 for organisation details
46.	Page No. 10 - Clause No. 3.5 Learning and Development	Please clarify whether the creation of training calendar and roadmap are part of the deliverables in the L&D design?	Kindly refer para 3 of rfp document for scope of work
47.	Page No. 10 - Clause No. 3.5 Learning and Development	Please specify if NPS Trust already has any existing onboarding / Induction programs or policies available?	Bidders shall submit the proposal based on their understanding of the NPS Trust and best practices
48.	Page No. 10 - Clause No. 3.5 Learning and Development	Please indicate the number of functions required to be covered for recommendation of Technical (Function specific) trainings.	Kindly refer para 1.3 and 3.4.5 of rfp document
49.	Page No. 10 - Clause No. 3.5 Learning and Development	Please indicate the key sources of trainings implemented for technical training programs.	Currently training programs are conducted in partnership with

Sl. No.	RFP Document	Query	Response of NPS Trust
	Page and Clause number		
			premier institutes including IITs, IIMs etc. Further, bidders shall submit the proposal based on their understanding of the NPS Trust and best practices
50.	Page No. 11 - Clause No. 4. Eligibility Criteria	Typically we have witnessed other Government and Public Sector Undertakings asking for a self declaration from an Authorised Signatory also to confirm completion of the assignments. Request you to please accept Self-declarations for assignments wherever Impact Assessment / Completion Certificate issued by the client is not available. This will enable us to showcase our deep expertise in this area and nature of similar assignments which are aligned to the scope of work outlined in the RFP.	Kindly refer para 4 of rfp document
51.	Page No. 11 - Clause No. 4. Eligibility Criteria	EY has been delivering high impact projects in the area of Gap Analysis, HR Strategy Design, Organization structuring, Manpower Planning and Learning and Development Strategy for more than 2-3 decades in Banking, Financial Services and NBFC sector organizations in India and abroad.  The inclusion of projects from last 10 years across sectors will enable us to showcase our deep expertise in this area and nature of similar assignments which are aligned to the scope of work outlined in the RFP.	Kindly refer para 4 of rfp document
52.	Page No. 11 - Clause No. 4. Eligibility Criteria	In order to ensure fulfilment of the criteria - "The Bidder shall have a full-fledged office with the ability to provide the requisite personnel", self-declaration from the Authorized signatory can be submitted. Please confirm.	Kindly refer para 4 of rfp document
53.	Page No. 13 - Clause No. 6.1	Please clarify the evaluation methodology for evaluation of the	Kindly refer para 6.1 of rfp document

Sl. No.	RFP Document	Query	Response of NPS Trust
	Page and Clause number		
	Technical Proposal Evaluation	submission in reference to the Technical Evaluation Criteria 1.	
54.	Page No. 13 - Clause No. 6.1 Technical Proposal Evaluation	Please specify the documents that need to be submitted as part of the organization profile and business proficiency in reference to Technical Evaluation Criteria 1	Kindly refer para 4 and annexure V of rfp document
55.	Page No. 13 - Clause No. 6.1 Technical Proposal Evaluation	Please clarify the evaluation methodology for evaluating the Team Profile in reference to the Technical Evaluation Criteria 2.	Kindly refer para 6.1 of rfp document
56.	Page No. 13 - Clause No. 6.1 Technical Proposal Evaluation	Please indicate the minimum number of projects which can be submitted to secure maximum marks for the Technical Evaluation Criteria 3.	Kindly refer para 6.1 of rfp document
57.	Page No. 13 - Clause No. 6.1 Technical Proposal Evaluation	Can we repeat creds submitted across "Minimum Eligibility Fulfilment Criteria" and "Technical Evaluation Criteria"?	yes
58.	Page No. 13 - Clause No. 6.1 Technical Proposal Evaluation	Please specify if the projects need to be from any particular sector for the Technical Evaluation Criteria 3.	Kindly refer para 4 and annexure V of rfp document
59.	Page No. 13 - Clause No. 6.1 Technical Proposal Evaluation	Please specify whether the projects need to be from a particular year or within a specific duration for the Technical Evaluation Criteria 3.	Kindly refer para 4 and annexure V of rfp document
60.	Page No. 13 - Clause No. 6.1 Technical Proposal Evaluation	Please indicate the number of resources expected as part of the assignment? Please clarify the expectations on profile of team members.	Kindly refer annexure V of rfp document
61.	Page No. 31 - Annexure-V Technical Proposal	Please indicate if there is any Page limitations which we should stick to for Envelopes I or II or the enclosing sections and sub-sections (a to g) indicated in Annexure V.	No page limit
62.	Page No. 31 - Annexure-V	As per our assumption, Annexures VIII and IX are not required to be submitted	Understanding is correct

Sl. No.	RFP Document Page and Clause	Query	Response of NPS Trust
	number Technical Proposal	as part of the Technical Proposal. Please confirm.	
63.	Page No. 32 - Clause No. 4 Annexure-V Technical Proposal	Please indicate your expectations on the overall duration of the project.	Kindly refer corrigendum-2
64.	Page no. 26 - Annexure 3 General Terms and Conditions, Clause No. 36 (vi)	vi. 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.	Kindly refer para 3 of Annexure – IV of rfp document
65.	Page no. 26 - Annexure 3 General Terms and Conditions, Clause No. 36	vi. 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	Kindly refer para 3 of Annexure – IV of rfp document

Sl. No.	RFP Document Page and	Query	Response of NPS Trust
	Clause number		
		information.  If the above pertains to NPS Trust's right to audit EY, we propose the following language to be added to the clause, based on suggestions from our internal Legal team:	
		"Notwithstanding the above, any audit conducted shall be restricted to the physical files in relation to this agreement only and shall be subject to NPS Trust agreeing to maintain confidentiality of these documents. No access to the Bidder's systems or handson or intrusive testing will be permitted. Any third parties employed by the NPS Trust to conduct such an audit shall not be a competitor of the Bidder and shall agree to confidential obligations with the NPS Trust."	
		We believe this amendment will protect both parties' interests and ensure compliance with the highest ethical standards while respecting EY's confidentiality obligations.	
66.	Page no. 27 - Annexure 3 General Terms and Conditions, Clause No. 39	Clause: "The bidder in the process of 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 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 bidder or any of its employees, agents, servants etc."	
		Based on an internal review by our Legal team, please accept our request for removing the above clause from general terms and conditions as it is not directly	

Sl. No.	RFP Document	Query	Response of NPS Trust
2.00	Page and Clause number		
		aligned to our general terms and conditions.	
67.	Page no. 28 - Annexure 3 General Terms and Conditions, Clause No. 42, sub clause (I)	Clause: "In the event of termination of this Agreement, the bidder warrants that:  I. The bidder 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 withindays of termination. "	Kindly refer para 3 of Annexure – IV of rfp document
		Upon review by our internal legal team, we wish to address a concern regarding sub-clause (I) pertaining to the return or expungement of client information. It is EY's standard practice to retain a complete set of work papers, including client information, to comply with professional standards and our internal record retention policies.  In light of this, we respectfully request	
68.	Annexure 3 General Terms and Conditions - Basis suggestion from the EY Legal team, recommending the following addition.	the removal of the aforementioned clause to align with our professional obligations.  As per a review by our Legal team, absence of a clause on exclusion of indirect or consequential losses and damages is not in line with our business and contracting practices. In view of this, we propose the addition of the following clause, based on suggestions from our Legal team:  "NPS Trust shall not recover from the Bidder, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this agreement or otherwise relating to the services, whether or not the likelihood of such loss or damage was contemplated"	

Sl.	RFP	Query	Response of NPS
No.	Document Page and Clause number		Trust
69.	Annexure 3 General Terms and Conditions - Basis suggestion from the EY Legal team, recommending the following addition.	As per our standard business and contracting practices, we typically include a clause on Limitation of Liability. In view of this, we propose the addition of the following clause, based on suggestions from our internal Legal team:  "NPS Trust shall not recover from the Bidder, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the services that directly caused the loss in connection with claims arising out of this agreement or otherwise relating to the services"	Kindly refer para 3 of Annexure – IV of rfp document
70.	Annexure 3 General Terms and Conditions - Basis suggestion from the EY Legal team, recommending the following addition.	As per a review by our Legal team, absence of detailed clause which covers the exceptions to confidentiality (and especially the exception permitting disclosure required by applicable law/professional standards) and the acceptable post termination confidentiality period, is not in line with our business and contracting practices. In view of this, we propose the addition of the following clause, based on suggestions from our internal Legal team:  "Except as otherwise permitted by this agreement, neither of the parties may disclose to third parties the contents of this agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that	Kindly refer para 3 of Annexure – IV of rfp document

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	number	information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this agreement."	
71.	Annexure 3 General Terms and Conditions - Basis suggestion from the EY Legal team, recommending the following addition.	Based on the suggestions from our Legal team on the Terms and Conditions, we kindly propose the addition of the following clause, in the event there is any clause signifying a transfer of IPR in the work product in your terms and conditions:  "Each party retains its rights in its preexisting intellectual property. Except as set out in the applicable statement of work/ work order, any intellectual property developed by the Bidder, and any working papers compiled in connection with the services (but not NPS Trust's information contained in them), shall be the property of the Bidder"	Kindly refer para 3 of Annexure – IV of rfp document
72.	Annexure 3 General Terms and Conditions - Basis suggestion from the EY Legal team, recommending the following addition.	For internal global regulatory reasons, we propose the addition of the following clause, based on suggestions from our internal Legal team:  "Bidder may terminate this agreement, or any particular services, immediately upon written notice to the NPS Trust if Bidder reasonably determines that it can no longer provide the services in accordance with applicable law or professional obligations"	Kindly refer para 3 of Annexure – IV of rfp document
73.	Page No. 3 - Important Bid Details		Yes. Kindly refer point 9 under important bid details of rfp document

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74.	Page No. 3 - Important Bid Details	Given the number of documents we are required to collate and arrange for the submission, request you to please extend the submission timeline by 2 weeks.	Kindly refer rfp document and corrigenda issued thereunder
75.	Page 7   Clause 3.1.1 a	With respect to gap analysis, Deloitte would conduct review of the SOPs pertaining to HR functions. Please confirm if the scope extends to other functions beyond the HR department? Are "Contract/non-permanent" employees part of the scope?	Kindly refer para 3 of rfp document
76.	Page 7   Clause 3.1.1 b	Deloitte to provide recommendations (which are Best market practices) basis peer institutions and best practices. Please confirm if the peer institutions would cover the BFSI space or just Pension Fund management institutions?	Bidders shall submit the proposal based on their understanding of the NPS Trust
77.	Page 8   Clause 3.2	Deloitte would design the long term HR Strategy as part of the proposed scope. Is implementation of any kind including technology based implementation a part of the scope?	Kindly refer para 3 of rfp document
78.	Page 8   Clause 3.4.1	Is the comprehensive organisational structure analysis only for permanent employees? Or does this also include "Contract/non-permanent" employees?	Bidders shall submit the proposal based on their understanding of the NPS Trust
79.	Page 8   Clause 3.4.2	Requesting you to please confirm what would "Manpower Assessment" entail? Is the manpower requirement based on "staffing ratios/headcount pyramid" or on "time and motion studies"? Also, are individual assessments a part of the proposed scope?	Kindly refer para 3 of rfp document
80.	Page 9   Clause 3.4.4	Please confirm till what level(departmental/individual) are the KPIs and KRAs required? Also, Please clarify if target setting is also a part of KRA & KPI preparation?	Kindly refer 3.4.4 and 3.4.5 of rfp document
81.	Page 9   Clause 3.4.5	Please specify the number of Job descriptions required.	Kindly refer 3.4.5 of rfp document
82.	Page 9   Clause 3.5.3	Deloitte would design the L&D Strategy covering the Training topics for NPS for the current scope. Do the recommendations also include providing the L&D material (list of courses for each	Kindly refer to para 3.5 of rfp document

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		cadre of employees)? Please clarify if we	
		have to conduct trainings or provide	
		suggestions for organizing trainings.	
83.	Page 12   Clause	Requesting you to please clarify what	Strength of the bidder
	6.1.1	does "strengths of the bidders in	means capabilities of
		implementation of the proposed system"	the bidder to deliver
		mean? Please confirm if this refers to the	the proposed
		client credentials of the bidder? If not,	implementation
		please confirm which supporting	methodology for the
		documents can be provided for the	HR transformation at
		concerned section	NPS Trust
84.	Page 27   Clause	Deloitte on recommendation of the legal	Kindly refer para 3 of
	44	team here proposes: ""Notwithstanding	Annexure – IV of rfp
		anything to the contrary in this Contract,	document
		Client agrees that in no event shall the	
		Consultant be liable to the Client, for any	
		losses, claims, damages, liabilities,	
		indemnity, cost or expenses ("Losses") of any nature whatsoever, for an aggregate	
		amount in excess of the fee paid by the	
		client for the Services provided under this	
		Contract, except where such Losses are	
		finally judicially determined to have	
		arisen primarily from fraud or other	
		liability to the extent the law does not	
		permit limitation of the Consultant. In no	
		event shall the Consultant, be liable for	
		any consequential (including loss of	
		profit and loss of data), special, indirect,	
		incidental, punitive, or exemplary loss,	
		damage, or expense relating to the	
		services provided pursuant to this	
		Contract."	TT! 11 0
85.	Page 37   Non -	Modification to: NPS Trust, B-302,	Kindly refer para 3 of
	Disclosure	Tower B, World Trade Centre, Nauroji	Annexure – IV of rfp
	Agreement	Nagar, Delhi 110029 hereinafter referred	document
	Para 3	to as "NPS Trust" which expression shall	
		unless repugnant to the context or meaning thereof ,include its successors	
		and assigns) of the first part.	
		<b>Proposed Modification:</b> 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	
	<u> </u>	onproboton onan amedo repugnant to the	<u> </u>

Sl.	RFP	Query	Response of NPS
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		context or meaning thereof ,include its successors and <b>permitted</b> assigns) of the first part.	
86.	Page 38  Non Disclosure Agreement  Clause 2(f)	In addition to the existing clause, Consultant on recommendation of the legal team proposes "Client that upon project completion, Consultant to retain copies of Confidential Information in compliance with its statutory, regulatory, internal (archival) storage or professional obligations."	Kindly refer para 3 of Annexure – IV of rfp document
87.	Page 41  Non - Disclosure Agreement  Clause 17	Consultant on recommendation of the legal team proposes a) the term of NDA will be in effect until the validity of the definitive contract, and b) survival of confidentiality obligations will be till 1 year from expiry/termination of the NDA.	Kindly refer para 3 of Annexure – IV of rfp document
88.	Page 42   Non - Disclosure Agreement   Clause 22	Consultant on recommendation of the legal team proposes "NDA will be read together with the definitive contract to form part of one whole agreement, and in case of conflict of confidentiality terms between NDA and the definitive contract, the term of the contract to prevail"	Kindly refer para 3 of Annexure – IV of rfp document
89.	Important Bid Details	We request NPS to consider the bid submission timelines to be extended till 14th March 2025	Kindly refer rfp document and corrigenda issued thereunder
90.	1.3 Organisational Details	We would like to understand the key purpose/driver of undertaking the HR transformation exercise?  Also if NPS can share the future plan of manpower extension in all departments in next 5 years	Kindly refer para 1.3 and 2.1 of rfp document
91.	3.1 Gap Analysis	We request NPS to clarify that comparison has to done with how many peer institutions	Bidders shall submit the proposal based on their understanding of the NPS Trust and best practices

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92.	3.3 Policy Development and Implementation	We request NPS to clarify that is there any existing HR policies/HR Manuals  If yes, We request NPS to help us understand how detailed & recent that is	Kindly refer para 3.3.1 and 3.3.2 of rfp document
93.	4. Eligibility and Pre- Qualification Criteria	We request NPS to kindly also consider projects with similar scope of work completed for Non financial entities too.  We understand that projects completed for private sector entity will also be considered	Kindly refer para 4 of rfp document
94.	6.1 Technical Proposal Evaluation	We request NPS to share the bifurcation of 200 Marks  e.g 1. Years of Existence - 10 Years - 200 marks 2. Years of Existence - 5 Years - 100 marks 3. ears of Existence - less then 5 years - 0 marks	Kindly refer para 6.1.1 of rfp document
95.	6.1 Technical Proposal Evaluation	We request NPS to share the scoring criteria	Kindly refer para 6.1.1 of rfp document
96.	6.1 Technical Proposal Evaluation	We request NPS to share the scoring criteria,  1. Bifurcation of marks for each project 2. Which all sectors will be considered for maximum marks	Kindly refer para 6.1.1 of rfp document
97.	4. Eligibility and Pre- Qualification Criteria	We request you to revise the clause as follows:  The Bidder should not have been blacklisted/ debarred by any Government/ Government Entity/ Statutory authority/ court of law in India as on date of submission	Kindly refer para 4 of rfp document
98.	4. Eligibility and Pre- Qualification Criteria	We request NPS to consider if we could submit a "Self Declaration" as due to confidentiality obligations, the details cannot be shared, however, while there may be certain litigations/arbitrations which are not unusual organizations	Kindly refer para 4 of rfp document

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		having long standing operations, there is no litigation/arbitration which if adversely determined would impact the bidder's ability to perform services for its clients.	
99.	1.3 Organizational Details	What is the headcount /manpower in the scope of this engagement – as per the brief there are 29 full time employees, 20 vacancies?	Kindly refer para 1.3.1 and 1.3.4 of the RFP document
100.	1.3 Organizational Details	What is current headcount of contractual employees and what is their integration process?	Number of contractual employees varies as per the requirement of NPS Trust. Further, currently there is no policy is in place for integration of such employees
101.	3. Scope of Work	What is the anticipated duration of this engagement?	Kindly refer corrigendum-2
102.	3. Scope of Work	What is the expected deployment plan? Will the engagement model require onsite resources, a hybrid approach, or asneeded support?	Kindly refer para 2(c) of Annexure-V of rfp document
103.	3. Scope of Work	Are there any specific pain points or challenges that the organization wants to address through this project that forms the basis of the gap analysis?	Kindly refer para 3 of rfp document
104.	3. Scope of Work	Who will be the key stakeholders involved in the review and approval process?	Kindly refer para 2.8 of the RFP document
105.	3. Scope of Work	Who are some of the Peer institutions that NPS would like the policies to be compared/benchmarked with?	Bidders shall submit the proposal based on their understanding of the NPS Trust
106.	3. Scope of Work	Are there any external consultants currently engaged with NPS for any HR-related scope that the selected bidder may need to collaborate or coordinate with for this engagement?	No

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107.	Annexure - V, Technical Proposal	Should the bidder include sections such as Understanding of the Scope, Proposed Approach & Methodology, and Project Timelines in the Technical Proposal, or are these details only expected to be covered during the Technical Presentation?	Proposal should contain all the details as mentioned under Annexure – V of rfp Document
108.	Annexure - VII, Commercial Proposal	Should the bidder provide a single lump sum cost for the entire project or a detailed cost breakdown for each milestone?	Kindly refer annexure VII of rfp document
109.	Terms of Payment	Is the payment structure linked to each milestone, or it is expected to follow a fixed monthly fee model once the scope is signed? Kindly clarify.	Kindly refer corrigendum-2
110.	41. Termination Clause	We request a revision to ensure a more equitable approach in case of termination. We request the bidder is first given a written notice specifying the deficiencies and a cure period of 30 days to rectify them.	Kindly refer para 3 of Annexure – IV of rfp document
111.	42. Warranties on Termination of agreement	The bidder understands that the timelines for delivering work in progress, transitioning services, and providing post-termination support will be mutually agreed upon by the bidder and NPS Trust, as the number of days and months are not specified in the clause.	Kindly refer corrigendum-2
112.	Page no. 11, Point no. 5 "The Bidder should have successfully completed, preferably during the last 5 years (as on bid due date) at least 3 projects having similar scope of work (as defined	Can you please consider all 3 projects from non-BFSI experience.  We do have experience of working with PSU - BFSI sector but for other HR Projects including assessments and training.	Kindly refer para 4 rfp document

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	number		
	under para 3 of		
	this RFP		
	document). At		
	least 2 projects		
	should have		
	been for an		
	entity		
	(preferably a		
	public sector		
	entity) in		
	Banking, Financial		
	Services, and Insurance		
	(BFSI) sector"		
110		Please confirm our understanding on the	Kindly refer para 1.3
113.	Page no. 6, Point no. 1.3.2,	numbers is correct:	of rfp document
	1.3.3 and 1.3.4	10 Departments	of tip document
	1.3.3 and 1.3.4	29 Permanent Employees	
		+ 20 employees to be recruited	
		Do we also cover contractual staff in this	
		exercise, if yes, what will be the number	
		is a stary gray	
114.	General	Please specify the location of work and	Kindly refer rfp
		on-site presence required.	document
		Will there be reimbursement of travel	
		and stay cost if the location is outside	
		Delhi	
115.	4. Eligibility and	BDO India has worked with multiple	Kindly refer para 4 of
	Pre-	public sector entities for similar scope of	rfp document
	Qualification	work as a part of larger projects.	
	Criteria Sl.	However, it is requested that the	
	No. 5	authority could kindly remove the	
	The Bidder	experience requirement of Banking,	
	should have		
	successfully	Financial Services, and Insurance (BFSI)	
	completed,	sector. Hence kindly modify the clause as	
	preferably	"The Bidder should have successfully	
	during the last	completed, preferably during the last 5	
	=	years (as on bid due date) at least 3	
	5 years (as on	projects having similar scope of work (as	
	bid due date) at	defined under para 3 of this RFP	
	least 3 projects	document).	
	having similar	document).	
	scope of work		

Sl. No.	RFP Document Page and Clause number	Query	Response of NPS Trust
	(as defined under para 3 of this RFP document). At least 2 projects should have been for an entity (preferably a public sector entity) in Banking, Financial Services, and Insurance (BFSI) sector.  Note: The bidder may be required to arrange a site visit/ discussions with at least	Note: The bidder may be required to arrange a site visit/ discussions with at least one such client."	
116.	one such client.  6. Bid Evaluation 6.1 Technical Proposal Evaluation	It is requested to kindly provide more clarification about the marking structure in Sl. No. 1, 2 and 3 to achieve more transparency in the evaluation process. The current marking structure can be further broken parameter wise.  For eg: Organization profile including years of existence and business proficiency — Maximum marks 200 It can be redesigned as: Firm having less than or equal to 5 years of existence — 100 marks Firms having more than 5 years and less than or equal to 10 years of existence —	Kindly refer para 6.1 of rfp document

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		Firms having more than 10 years of	
		experience – 200 Marks	
117.	6. Bid	Please help us understand the profile of	Kindly refer annexure
	Evaluation	resources apart from the Team Leader,	V of rfp document
	6.1 Technical	expected for this assignment and the	
	Proposal	number of resources to be deployed. Also,	
	Evaluation 6.1.1	are the resources expected to be working	
	Sl. No. 2	out of NPS Trust office.	
118.	6. Bid	Please help us understand the number of	Kindly refer RFP
	Evaluation	project experiences to be furnished for	document
	6.1 Technical	scoring full marks	
	Proposal		
	Evaluation 6.1.1		
	Sl. No. 3		
119.	Project period	Kindly share the project timelines	Kindly refer
		decided for this project.	corrigendum-2
120.	Payment	Kindly clarify the payment structure of	Kindly refer
		this assignment	corrigendum-2
121.	Penalties	Kindly clarify if there are any penalty	Kindly refer rfp
		clauses attached to this assignment.	document