Request for Proposal (RFP) for Engagement of Consultant for Review of Roles and Responsibilities of NPS Trust under the Digital Personal Data Protection (DPDP) Act, 2023

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

2nd July, 2026

File Number - NPST/19/17/1/2026-IT

NATIONAL PENSION SYSTEM TRUST (NPS TRUST)

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

Reg: Proposal for Engagement of Consultant for Review of Roles and Responsibilities of NPS Trust under the Digital Personal Data Protection (DPDP) Act, 2023

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling National Pension System (NPS) Trust to select consulting agency for review of Roles and Responsibilities of NPS Trust under the Digital Personal Data Protection (DPDP) Act, 2023 and the rules thereunder. NPS Trust invites proposals from eligible consulting agencies having relevant experience in DPDP Act, 2023 and the Rules thereunder. Interested bidders should be able to fulfill the eligibility criteria and comply with all technical and commercial requirements specified in this RFP. The bidder must also agree to all terms and conditions mentioned herein.

The RFP document, which includes the detailed Scope of Work, Eligibility Criteria, Terms and Conditions of Engagement, etc., may be downloaded from: https://npstrust.org.in/ or cpp platform.

Interested agencies must submit their proposals on or before 23rd July 2026 15:00 hrs.

After completion of the RFP process and approval by the competent authority, the consulting agency shall be selected and engaged by NPS Trust for providing consultancy services for Review of Roles and Responsibilities of NPS Trust under the Digital Personal Data Protection (DPDP) Act, 2023 and the rules thereunder.

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 authorized 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 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. Objectives

i. Map and analyze the personal data ecosystem and data flows involving NPS Trust;

ii. Conduct legal analysis to determine NPS Trust's specific role, obligations, and liabilities under the DPDP Act, 2023 and DPDP Rules, 2025;

iii. Assess compliance gaps in NPS Trust's current data protection practices, policies, systems, and agreements;

iv. Design and recommend a practical DPDP compliance framework for NPS Trust, including governance structures, policies, procedures, documentation templates, and breach management protocols.

3. Important Dates

Details	Important Calendar days
Date of availability of RFP Document	2nd July 2026
Last date for receiving pre-bid queries	9th July 2026 (15:00 hrs)
Date of pre-bid meeting online / at NPS Trust office	10th July 2026 (15:00 hrs)
Pre-bid query clarification / issue of corrigendum by NPS Trust	13th July 2026 (15:00 hrs)
Last Date and Time for submission of bids	23rd July 2026 (15:00 hrs)
Opening of technical bids	23rd July 2026(16:00 hrs)
Presentation by shortlisted agency	To be communicated to the shortlisted bidders
Opening of Financial bids	To be communicated to the shortlisted bidders

The above timelines are tentative and NPS Trust reserves the right to change the timelines as per its requirement. The timelines shall be considered in calendar days. In case any timeline falls on a weekend or a declared holiday of NPS Trust, the same shall be shifted to the next working day.

4. Scope of Work

4.1 Understanding the NPS Trust Data Ecosystem

The Consultant shall undertake a comprehensive mapping and analysis of the personal data ecosystem at NPS Trust.

i. Detailed review of the PFRDA Act, 2013, extant PFRDA (National Pension System Trust) Regulations, 2015, NPS Trust Deed, Agreements between NPS Trust and other intermediaries, relevant Master Circulars, and other governing documents;

ii. Mapping of all categories of personal data collected, processed, stored, shared, or deleted by NPS Trust across the NPS lifecycle;

iii. Identification of all personal data flows to and from NPS Trust, including data shared with or received from intermediaries (CRAs, PFMs, Custodian, Trustee Bank, PoPs, and Government Nodal Offices);

iv. Identification of data flows between NPS Trust and third-party technology service providers;

v. Mapping of cross-border personal data transfers, if any, involving NPS Trust;

vi. Review of existing privacy policies, subscriber notices, consent capture mechanisms, and data-sharing arrangements of NPS Trust, if available;

4.1.1 Deliverables

i. **NPS Trust Data Ecosystem Map** – a comprehensive diagram and register of personal data flows involving NPS Trust, including analysis thereof.

~~ii.~~ **Personal Data Inventory and Classification Register** – categorising personal data held or processed by NPS Trust by type, sensitivity, regulatory significance, and processing purposes.

4.2 Legal Analysis of NPS Trust's Roles and Responsibilities under the DPDP Act

The Consultant shall undertake a detailed legal analysis to determine the roles and obligations of NPS Trust under the DPDP Act, 2023, and the Rules thereunder.

i. Analysis of the applicability of the DPDP Act, 2023 and the rules thereunder to NPS Trust, considering its unique institutional character as a Trust under the Indian Trusts Act, 1882 and unbundled architecture of NPS;

ii. Analysis of the applicability of Section 10 of the DPDP Act, 2023 and the rules thereunder to NPS Trust;

iii. Legal analysis of the role of NPS Trust vis-à-vis each category of intermediary (CRAs, PFMs, Custodian, Trustee Bank) – specifically whether NPS Trust functions as a Data Fiduciary in relation to such intermediaries, and the consequent obligations on the NPS Trust in this regard;

iv. Review of the lawful bases for processing subscriber personal data by NPS Trust under Section 4 of the DPDP Act, 2023 and the rules thereunder – including consent, legitimate uses, and statutory obligations – across different processing activities in the NPS lifecycle;

v. Analysis of NPS Trust's obligations with respect to children's personal data, including data of minor subscribers, under Section 9 of the DPDP Act, 2023 and the Rules thereunder;

vi. Review of cross-border personal data transfer restrictions applicable to NPS Trust under Section 16 of the DPDP Act;

vii. Analysis of Data Principal rights (access, correction, erasure, grievance redressal) under the DPDP Act, 2023 and the Rules thereunder and their implications on NPS Trust;

viii. Assessment of the applicability of Significant Data Fiduciary (SDF) obligations under Section 10 to NPS Trust, including obligations relating to Data Protection Impact Assessments (DPIAs), appointment of a Data Protection Officer, and periodic audits;

ix. Analysis of all the applicable sections of DPDP Act and rules thereunder and impact of the same, if any, on NPS Trust.

4.2.1 Deliverables

i. **Legal Opinion / detailed report on NPS Trust's Roles and Responsibilities under the DPDP Act, 2023** – a comprehensive, structured legal analysis document.

ii. **Obligations Matrix** – tabulating the obligations of NPS Trust under the DPDP Act, 2023 and the Rules thereunder mapped to applicable legal provisions and processing activities.

4.3 Gap Assessment

Based on the data ecosystem mapping and legal analysis, the Consultant shall conduct a structured gap assessment of NPS Trust's current DPDP compliance posture.

i. Review of privacy policies, subscriber privacy notices, consent mechanisms, and data subject rights processes., if any, required as per DPDP Act, 2023 and the Rules thereunder across the NPS Architecture;
ii. Review of existing agreements between NPS Trust and other intermediaries for DPDP-specific provisions – including data processing agreements, data sharing clauses, breach notification obligations, and audit rights;
iii. Review of existing data retention and deletion practices int the NPS Trust;
iv. Assessment of requirement of governance structures for data protection, including any privacy committee, Data Protection Officer (DPO) function, or equivalent oversight mechanisms;

v. Assessment of NPS Trust's readiness to respond to Data Principal rights requests (access, correction, erasure, grievance redressal, nomination of rights) under the DPDP Act, 2023 and the Rules thereunder;
vi. Review of existing IT systems and processes for privacy-by-design alignment.

4.3.1 Deliverables

i. **DPDP Gap Assessment Report** – a structured report identifying gaps in NPS Trust's current practices vis-à-vis DPDP Act, 2023 and the rules thereunder obligations.
ii. **Risk Heat Map** – categorising identified gaps by severity, regulatory exposure, and implementation complexity.

4.4 Compliance Framework Design and Recommendations

The Consultant shall design and recommend a comprehensive DPDP compliance framework for NPS Trust, covering governance, policies, processes, contracts, and technology.

4.4.1 Governance Framework

i. Recommendation on the governance model for DPDP compliance at NPS Trust;
ii. Recommendation on privacy accountability structures across NPS Trust's functional departments;
iii. Design of a framework for periodic DPDP compliance reviews and internal audits at NPS Trust;

4.4.2 Policy and Documentation Framework

To draft templates or recommendations for the following, if applicable to NPS Trust:

i. Data Protection Policy
ii. Privacy Notice for NPS subscribers
iii. Consent Management Policy and Framework
iv. Data Principal Rights Management Procedure
v. Personal Data Breach Management Procedure
vi. Data Protection Impact Assessment (DPIA) Framework
vii. Data Retention and Deletion Policy
viii. Records of Processing Activities (RoPA) framework for NPS Trust
ix. Operating Procedures for Data Protection Policy and Data Retention and Deletion Policy

4.4.3 Breach Management Framework

i. Recommendation on a personal data breach detection, classification, escalation, and notification framework for NPS Trust, aligned with the DPDP Act, 2023 and the Rules thereunder and PFRDA cybersecurity guidelines;

ii. Design of a breach notification workflow covering NPS Trust's obligations to the Data Protection Board of India and affected Data Principals.

4.4.4 Deliverables, if applicable to NPS Trust

i. **DPDP Compliance Framework Report** – a comprehensive document covering all recommended governance, policy, contractual, and operational frameworks for NPS Trust.

ii. **Draft Privacy Notice templates** (layered) for NPS subscribers.

iii. **DPIA Framework and template** for NPS Trust.

iv. **Personal Data Breach Management SOP and Escalation Matrix** for NPS Trust.

v. Policy and Documentation Framework as mentioned above

5. Minimum Eligibility Criteria

The applicant agency must meet the following minimum eligibility requirements:

Sl. No.	Requirement	Documents to be submitted
i.	The bidder must be a company incorporated in India under the Companies Act, 1956 / 2013, or a Limited Liability Partnership registered under the LLP Act, 2008, and must have been in operation in India for a minimum of five (5) years as on the date of submission.	Certificate of Incorporation / LLP Registration Certificate
ii.	The bidder must have an average annual turnover of not less than Rs. 2.5 crore during the last three (3) audited financial years.	Audited financial statements / Certificate from Statutory Auditor
iii.	The bidder must have completed at least two (2) assignments relating to advisory or implementation support for compliance with the DPDP Act, 2023, GDPR, or an equivalent data protection regulatory framework.	Client certificates / Work orders / Engagement letters
iv.	At least one (1) of the above assignments must have been for a financial sector entity regulated by PFRDA, RBI, SEBI, IRDAI, or an equivalent regulator in India.	Client certificates / Work orders
v.	The bidder must have a pool of at least five (5) professionals with qualifications or certifications in data privacy, data protection, legal, risk advisory, or cybersecurity domains (e.g., CIPP, CIPM, CIPT, CDPSE, CISA, CISSP, CISM, or equivalent).	Profiles/CVs of proposed team; Copies of certifications

vi.	The bidder must not be under debarment, blacklisting, or suspension by any Government authority, regulatory body, or financial institution in India.	Self-declaration on company letterhead
vii.	The agency should have a **full-fledged office in New Delhi/NCR** to ensure smooth coordination during the course of the assignment.	Self-declaration
iii.	The agency should propose a dedicated team comprising as per **below table**:	Self-declaration

Sl. No.	Role	Required Expertise	Min. Experience
1.	Engagement Lead / Partner	Senior-level professional with expertise in data privacy law, DPDP Act, and experience advising financial sector entities on regulatory compliance.	10+ years
2.	Legal / Regulatory Expert	Expertise in the DPDP Act, PFRDA Act, and financial sector regulations; experience in drafting data processing agreements and regulatory analysis.	7+ years
3.	Privacy Governance Specialist	Expertise in privacy programme management, DPO functions, RoPA, DPIA, and enterprise privacy governance frameworks. Relevant certification (CIPP/CIPM/CIPT) preferred.	5+ years
4.	Technology and Cybersecurity Specialist	Expertise in IT/cybersecurity controls, privacy-by-design, data security safeguards, and privacy technology tools. CISA/CISSP/CISM preferred.	5+ years

6. Evaluation methodology

NPS Trust will examine each 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 Minimum eligibility Criteria will be taken up for further evaluation.

6.1. Technical Evaluation Criteria

6.1.1. A duly constituted committee of NPS Trust will carry out evaluation of Technical Bids, based on the marking system as specified in the Table below. Each pre-qualified bid shall be attributed a Technical Score. Bidders scoring at least 70 marks (70%) shall be considered suitable for Evaluation of commercial bid.

S. No.	Evaluation Criteria	Scoring Criteria	Marks	Max. Marks
1	**Experience of the Bidder in Information Technology / Information Security Consultancy Services in India.** The Bidder must be a company registered or incorporated in India under the Companies Act, 1956/2013 or Partnership Firm / LLP registered under Partnership Act, 1932 / LLP Act, 2008 and should have been in the business of providing Information Technology/ Information Security Consultancy Services as on date of RFP. Documentary proof to be submitted.	> 5 years and < 7 years	5	**15**
		> 7 years and < 10 years	10	
		≥ 10 years	15	
2	**Experience in Data Privacy Consultancy Services** Experience of providing Data Privacy / DPDP / GDPR consultancy services during the last five (5) years prior to the date of issuance of the RFP. A copy of engagement letter/work order/letter of award for each assignment is to be furnished by the bidder.	2 assignments	5	**15**
		>2 & <=5 assignments	10	
		>5 assignments	15	
3	Experience of having developed and conducted Data Protection / Data Privacy Impact Assessments under any applicable data protection or privacy regulation (including but not limited to DPDP Act, GDPR, or other equivalent privacy regulations) for a financial sector entity regulated by PFRDA, RBI, SEBI, IRDAI, or an equivalent regulator in India prior to the date of issuance of the RFP. Only completed assignments shall be considered. A copy of engagement letter/work order/letter of award for each assignment is to be furnished by the bidder.	2 assignments	5	**15**
		>2 & <=5 assignments	10	
		>5 assignments	15	

4	**Profile of the Dedicated Team proposed for the Project** Number of qualified professionals (e.g., CIPP, CIPM, CIPT, CDPSE, CISA, CISSP, CISM, or equivalent) having **consulting experience in Data Privacy domain**, proposed to be deployed for this project onsite. Details to be furnished by the Bidder on the Company's letter head duly signed and stamped by the authorized signatory, containing the name, contact details of resources along with their Certificates and experience in data privacy domain.			**15**
5	**Approach & Methodology Paper, Action Plan and Presentation, broadly including but not limited to:** • Understanding of DPDP Act & Rules and DPDP implementation roadmap • Governance & compliance monitoring model • Risk identification & mitigation • Templates, tools & accelerators • compliance outcomes	Methodology, Action Plan & Presentation	—	**40**
		TOTAL		**100**

6.1.2. Relative Technical Score (RTS) for each bidder would be assigned based on above parameters and same will be calculated as per the following process:

RTS = T / T High

Where: RTS = Relative score obtained by the bidder

T = Technical score obtained by bidder under consideration

T High = Highest Technical score secured among the bidders

6.2. Commercial Evaluation

6.2.1 The commercial bids of the bidders who get shortlisted based on the technical evaluation shall only be opened, the date of which shall be communicated separately to the successful technical bidders and considered for further evaluation as per the process given below.

6.2.2 Relative Commercial Score (RCS) for each vendor will be calculated as follows based on above parameters:

RCS = C Low / C

Where:

RCS = Relative score obtained by the bidder

C = Commercial bid value of the bidder under consideration

C Low = Lowest commercial bid value out of all the eligible commercial bids obtained

6.3. Score Computation Methodology

6.3.1 A comprehensive “Total Score (TS)” will be calculated as follows:

TS= RTS * 0.80 + RCS * 0.20

6.3.2 The bidder with the highest Total Score (TS) would be considered as best valued bid and would be selected for further discussion for awarding contract subject to satisfying all the terms and conditions defined in this RFP document.

7. Duration of Engagement

i. The engagement of the selected agency for providing consultancy and advisory service for Review of Roles and Responsibilities of NPS Trust under the Digital Personal Data Protection (DPDP) Act, 2023 and DPDP rules, 2025 shall be for a period of **6 weeks** from the date of issuance of the Work Order / Letter of Award by NPS Trust.

ii. The assignment shall be executed in a phase-wise manner.

Phase	Task	Key Deliverables	Timeline (in Week)
1	Understanding the NPS Data Ecosystem	Data Ecosystem Map, Personal Data Inventory, Third-Party Processor Register	1
2	Legal Analysis of Roles and Responsibilities under the DPDP Act	Legal Opinion / Advisory Report, Roles and Responsibilities Matrix,	1
3	Gap Assessment	DPDP Gap Assessment Report, Risk Heat Map,	1
4	Compliance Framework Design and Recommendations	DPDP Compliance Framework Report, Template DPA, Policy and SOP Templates, DPIA Framework	3
		Total	6

iii. The selected consulting agency shall submit periodic progress updates to NPS Trust during the assignment and ensure adherence to the agreed timelines.

iv. NPS Trust reserves the right to cancel the engagement at any time in case of unsatisfactory performance, including but not limited to delay in deliverables, deficiencies in quality, or non-compliance with agreed terms. The decision of NPS Trust in this regard shall be final and binding.

v. NPS Trust reserves the right to review progress of the assignment and may request modifications to the work plan based on organizational or regulatory requirements.

8. Deliverables, and Payment Terms

8.1. Execution and Deliverables:

i. The assignment shall be executed as per the letter of engagement/ work order, approved scope, and agreed timelines as mentioned in this RFP document.

ii. The selected agency shall submit all deliverables as specified in the Scope of Work within stipulated timelines.

iii. NPS Trust reserves the right to review, seek modifications, accept or reject any deliverable.

iv. Any delay, deficiencies, or non-compliance may result in withholding payment, imposition of penalties, or termination of engagement, at the discretion of NPS Trust.

v. NPS Trust may modify timelines or milestones based on organizational or regulatory requirements.

8.2. Ownership of Deliverables:

i. All deliverables prepared under this engagement shall vest exclusively with NPS Trust.

ii. The selected agency shall not reuse or share the deliverables with any third party.

8.3. Invoicing and Payments:

i. No advance payment shall be made to the selected agency.

ii. Payment shall be released on a milestone basis, subject to acceptance of deliverables by NPS Trust, as under:

(a) 20%: Understanding the NPS Data Ecosystem

(b) 20%: Legal Analysis of Roles and Responsibilities under the DPDP Act

(c) 20%: Gap Assessment

(d) 40%: Compliance Framework Design and Recommendations

iii. Invoices shall be raised upon completion of respective milestones.

iv. Payments shall be released within 30 days of submission of invoice, subject to verification.

v. In case of partial completion or termination, payment shall be made on a proportionate basis as determined by NPS Trust.

8.4. Intellectual Property Rights (IPR):

i. All work submitted by the selected agency shall be in original form and shall not be copied or replicated from any other source. The responsibility for ensuring compliance with intellectual property rights of any work or source shall solely rest with the agency. The agency shall indemnify NPS Trust against any loss, claim, or damage arising out of a breach of intellectual property rights.

ii. All intellectual property rights in the work submitted to NPS Trust under this RFP and during the course of the engagement shall rest exclusively with NPS Trust.

The agency shall have no ownership or claim over any such work, deliverable, or material prepared for NPS Trust.

iii. NPS Trust reserves the right to use the deliverables across its departments, internal systems, training programs, and official communications without seeking further consent from the agency.

iv. Agency must provide original soft copies (editable/open formats such as Word, Excel, PPT, etc.) of all deliverables submitted and approved by NPS Trust.

v. The selected agency shall not reuse, reproduce, or resell any reports, templates, training modules, or other deliverables prepared for NPS Trust for any other client once they are submitted and accepted by NPS Trust.

8.5. Execution and Modifications:

i. The selected agency shall be capable of commencing and executing assignments at short notice, as per the requirements of NPS Trust.

ii. NPS Trust will not pay separately for the preparation of drafts, sample frameworks, concept notes, or preliminary versions of reports. Only the final, approved deliverables as specified in the scope of work will be eligible for payment.

iii. NPS Trust reserves the right to review and suggest modifications or revisions to any submitted reports, frameworks, training material, or other deliverables. The selected agency shall incorporate such changes without any additional cost, ensuring alignment with the objectives and quality standards prescribed by NPS Trust.

8.6. Right to Engage External Agency:

The engagement of the selected agency shall not preclude NPS Trust from engaging any other external agency, consultant, or expert for similar or related assignments, if deemed necessary by NPS Trust. Such engagement shall be at the sole discretion of NPS Trust, and the selected agency shall not have any claim or right in this regard. The decision of NPS Trust shall be final and binding.

9. General Terms and Conditions

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

i. The Bid submitted/uploaded by the Bidder, as well as all correspondence and documents relating to the Bid will be in English language.

ii. Conditional and incomplete bids shall not be considered and shall be summarily rejected at the very first instance, without providing any recourse to the bidder, in which event, the decision of NPS Trust shall be final, conclusive and binding.

iii. 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.

iv. NPS Trust shall be under no obligation to accept the lowest or any other offer received 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 bidders/applicant firms.

v. This RFP document neither constitutes nor should it be interpreted as an offer or invitation for appointment.

vi. Prospective bidders 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.

vii. No binding relationship of any nature, whether principal or agent or otherwise shall exist between any of the bidder and NPS Trust until issuance of letter of award of work.

viii. Submission of bid by the bidder 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.

ix. A bidder 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.

x. 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.

xi. The selected bidder(s) 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.

xii. By acceptance of this RFP document, the bidders 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.

xiii. For any queries, the prospective bidder(s) may write to NPS Trust at , avinashpratap.singh@npstrust.org.in and shreyash.oswal@npstrust.org.in with subject line "**Request for Proposal (RFP) for Engagement of Consultant for Review of Roles and Responsibilities of NPS Trust under the Digital Personal Data Protection (DPDP) Act, 2023**" 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 bidder(s). Any query received after 7 days will not be considered.

S. No.	**RFP Document Page and Clause number**	**Query**

xiv. 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

xv. 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

xvi. In case the bidder 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 bidder vide mail shailesh.jain@npstrust.org.in, avinashpratap.singh@npstrust.org.in and shreyash.oswal@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.

xvii. 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.

xviii. NPS Trust reserves the right, at any time and without advance notice, to change the procedure for selection of the bidder, 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.

xix. 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.

xx. 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 bidder(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.

xxi. The appointed bidder(s) accepts to comply with and abide by such instructions and directions that NPS Trust may issue from time to time.

xxii. 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.

xxiii. 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.

xxiv. The selected bidder(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 bidder(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 bidder will enter into a Non-Disclosure Agreement with NPS Trust which is enclosed as Annexure-VI.

xxv. The bidder warrants that:

a. All information contained in the bidder’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 bidder or otherwise involving the bidder 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 bidder will immediately notify NPS Trust of the occurrence of any event, fact or circumstance which may cause a material adverse effect on the bidder’s business, assets or financial condition, NPS Trust’s reputation or render the bidder unable to perform its obligations under the policy or have a material adverse effect on the evaluation of the responses by NPS Trust.

xxvi. 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.

xxvii. The person(s) signing the bid documents should be authorised and shall affix their initials on all pages of the bid.

xxviii. The name, logo, design and other proprietary rights of the NPS Trust is solely the property of NPS Trust and in no case the bidder shall use the same.

xxix. Bidders 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 bidders 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.

xxx. The successful bidder(s) 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 & conditions, violation of any law/rule, breach of statutory duty or negligence by the bidder/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.

xxxi. The successful bidder(s) 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 bidders, any of its rights or obligations under present RFP document and award of work thereto or any part, share or interest therein.

xxxii. The price quoted per user per annum shall be all-inclusive and no out of pocket expenses shall be admissible i.e. NPS Trust shall not be providing for or reimbursing any expenditure incurred by the bidder(s) towards accommodation, local conveyance, air fare or train fare, halting expense, lodging, boarding, food etc., if any, in connection with visiting the premises of NPS Trust or the users for the purpose of carrying out the assignment. All costs should be given in both Figures and in Words. No cost escalation will be permitted other than on account of levy of statutory taxes, if any. Any upward revision in applicable taxes will be borne by NPS Trust and benefit of downward revision of taxes shall be passed by the bidder.

xxxiii. The technical and commercial bids are required to be disclosed in separate envelopes. In the event, the commercial bid is disclosed along with the technical bid, the said bidder will be liable for disqualification from the bidding process by NPS Trust.

xxxiv. **<u>Performance Guarantee</u>:**

a. The selected bidder shall deposit with NPS Trust within fourteen (14) days from the award of work in the format as prescribed in **Annexure VII**, an unconditional and irrevocable Performance Guarantee, amounting to 5% of the contract value (including taxes) awarded by NPS Trust from any scheduled commercial bank in favor of "National Pension System Trust, New Delhi" for the due performance and fulfilment of the work.

b. The Performance Guarantee shall remain valid till 60 days after the completion of the term of the contract and all incidental charges and expenses whatsoever such as premium; commission etc., with respect to the Performance Guarantee shall be borne by the selected bidder.

c. NPS Trust reserves the right to forfeit the Performance Guarantee in the event of failure of the bidder to perform all or any of the agreed terms without any prior notice, besides other remedies available to NPS Trust.

xxxv. The bidder undertakes that they:

a. Will not offer any benefit to the employees of NPS Trust and not commit any offence under the Prevention of Corruption Act, 1988 or the Bharatiya Nyaya Sanhita, 2023.

b. Will not enter into any undisclosed agreement or understanding with the other bidders with respect to the prices, specifications, certifications, subsidiary contracts etc.

c. Have not made any payment to any third party or agent or broker for the purpose of this bid.

d. Have not committed any transgressions over the specified period with any other company in India or abroad that may impinge on the anti-corruption principle.

xxxvi. The bidder 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 bidders, 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 bidders 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 bidder or
(v) Bidder 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. Bidders 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.

xxxvii. The bidder hereby declares the abiding to the code of integrity during submission of the bid. In case of any transgression of this code, the bidders 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.

xxxviii. All the obligations under the agreement will be performed by the successful bidder and is not permitted to be assigned.

xxxix. 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.

xl. NPS Trust may, at its sole discretion and at any time, terminate the award of work with the successful bidder(s) by giving a month's notice, and inform the bidder(s) of NPS Trust's decision by written instructions to that effect. In the event of termination, the selected bidder(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.

xli. NPS Trust reserves the right to terminate the present agreement if the bidder fails to deliver the services whether fully or in part as per the scope of RFP by giving 15 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 will be borne by the bidder.

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

a. 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 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 **3 months** after termination or completion, without additional cost to NPS Trust.

xliii. Any failure or delay by selected Bidder(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 bidder, will not amount to non-performance of the assignment. However, the selected bidder 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.

Governing Laws/Jurisdiction/Arbitration: Any dispute/ difference in relation to the process for selection of the bidder 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 endeavors. 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 – Instructions/ Guidelines for submission of Bids

The intending bidder shall submit its bid in three sealed envelopes, each clearly marked and containing the details as mentioned below:

(i) **Envelope I- Technical Bid:** This envelope shall contain the duly completed Technical Bid, along with all supporting documents as specified in the RFP. The envelope shall be properly sealed and superscribed as "Technical Bid".

(ii) **Envelope II- Financial Bid**: This envelope shall contain the Financial Bid, duly filled in and sealed. The envelope shall be superscribed as "Financial Bid". The Financial Bid of only those bidders who qualify in the Technical Bid stage shall be opened.

(iii) **Envelope III- Master Envelope**: Envelope No. III shall contain the above two sealed envelopes (Envelope No. I and Envelope No. II). The envelope shall be sealed and superscribed as: "Request for Proposal (RFP) for Engagement of Consultant for Review of Roles and Responsibilities of NPS Trust under the Digital Personal Data Protection (DPDP) Act, 2023"

Annexure II - Presentation Format for Shortlisted Agency

Tentative Slide Number	**Presentation Content**
Slide 1	Brief About the Agency: Overview, leadership team, DPDP consulting track record
Slide 2 & 3	**Previous Work, Achievements:** Similar projects for ~~Govt./PSUs/~~BFSI
Slide 4-8	**Proposed Methodology/ Framework for NPS Trust:** Understanding of DPDP Act & Rules and DPDP implementation roadmap, Governance & compliance monitoring model, Risk identification & mitigation, Templates, tools & accelerators
Slide 9 - 12	**Presentation & Response to queries**

The presentation will be evaluated based on the criteria of relevance, quality of planning and ideas, clarity of methodology, technical soundness of the proposed methodology. The list of criteria is indicative and not exhaustive. No payment shall be made to the agency/applicant for preparation of the presentation to be submitted to NPS Trust as part of this RFP.

Agency must strictly adhere to the prescribed presentation format and the number of slides. Any additional information the agency wishes to include may be placed from **Slide 13 onward** as annexure slides. The Evaluation Committee may review such annexure slides if time permits.

Annexure III - Application Form with respect to Minimum eligibility Criteria

(On Agency's Letter Head)

Date: dd/mm/yyyy

To
The General Manager,
Department of IT,
National Pension System Trust, Tower B, B-302,
Third Floor, World Trade Center, Nauroji Nagar,
New Delhi-110029

Dear Sir,

Application for engagement of consulting agency for Review of Roles and Responsibilities of NPS Trust under the Digital Personal Data Protection (DPDP) Act, 2023

With reference to your RFP for selection of a consultant for Review of Roles and Responsibilities of NPS Trust under the Digital Personal Data Protection (DPDP) Act, 2023, and the details posted on NPS Trust's website, we hereby submit our application for selection as consulting agency of NPS Trust for providing services related to review the Roles and Responsibilities of NPS Trust under the Digital Personal Data Protection (DPDP) Act, 2023, and agree to abide by the terms and conditions specified in the RFP.

1. 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.
2. All the information furnished in this application is correct to the best of our knowledge.
3. If our application is accepted, we undertake to start the work as per the job assigned by NPS Trust.
4. We understand that NPS Trust reserves the right to accept or reject any or all applications at any time without assigning any reasons thereof.
5. We have a full-fledged office in India with office in Delhi with relevant expertise and creative personnel.
6. 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.

7. We have not defaulted in paying dues to the banks, or tax / statutory authorities in India.
8. 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.
9. This declaration by us is made in terms of Clause 5 -‘Minimum Eligibility Criteria’.
10. I/We, therefore, request you to kindly consider our application for engagement.

Status of compliance with Minimum Eligibility Criteria

Sl. No.	**Eligibility Criteria**	**Fulfilled completely (Yes/No)**	**List of Documents provided and Page Number**	**Remarks**
i.	The bidder must be a company incorporated in India under the Companies Act, 1956 / 2013, or a Limited Liability Partnership registered under the LLP Act, 2008, and must have been in operation in India for a minimum of five (5) years as on the date of submission.			
ii.	The bidder must have an average annual turnover of not less than Rs. 2.5 crore during the last three (3) audited financial years.			
iii.	The bidder must have completed at least two (2) assignments relating to advisory or implementation support for compliance with the DPDP Act, 2023, GDPR, or an equivalent data protection regulatory framework.			
iv.	At least one (1) of the above assignments must have been for a financial sector entity regulated by PFRDA, RBI, SEBI, IRDAI, or an equivalent regulator in India.			
v.	The bidder must have a pool of at least five (5) professionals with qualifications or certifications in data privacy, data protection, legal, risk advisory, or cybersecurity domains (e.g., CIPP, CIPM, CIPT, CDPSE, CISA, CISSP, CISM, or equivalent).	Profiles/CVs of proposed team; Copies of certifications		

vi.	The bidder must not be under debarment, blacklisting, or suspension by any Government authority, regulatory body, or financial institution in India.			
vii.	The agency should have a **full-fledged office in New Delhi/NCR** to ensure smooth coordination during the course of the assignment.			
viii.	The agency should propose a dedicated team comprising as per below table:			

Sl. No.	Role	Required Expertise	Min. Experience
1.	Engagement Lead / Partner	Senior-level professional with expertise in data privacy law, DPDP Act, and experience advising financial sector entities on regulatory compliance.	10+ years
2.	Legal / Regulatory Expert	Expertise in the DPDP Act, PFRDA Act, and financial sector regulations; experience in drafting data processing agreements and regulatory analysis.	7+ years
3.	Privacy Governance Specialist	Expertise in privacy programme management, DPO functions, RoPA, DPIA, and enterprise privacy governance frameworks. Relevant certification (CIPP/CIPM/CIPT) preferred.	5+ years
4.	Technology and Cybersecurity Specialist	Expertise in IT/cybersecurity controls, privacy-by-design, data security safeguards, and privacy technology tools. CISA/CISSP/CISM preferred.	5+ years

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

Technical Proposal

(To be submitted in separate sealed envelope - Envelope –I)

1.1 Background of the organization

Brief background of the bidding organization (Profile & history of the bidding organization with full particulars of the constitution, ownership pattern and business activities)

1.2 Experience

Provide an overview / summary of your experience.

a. Experience of the Bidder in Information Technology / Information Security Consultancy Services in India.

Date of Registration	Years of experience	List of Supporting Document attached	Remarks, if any

b. Experience in Data Privacy Consultancy Services: Experience of providing Data Privacy / DPDP / GDPR consultancy services during the last five (5) years prior to RFP issuance date.

Name of the Firm	Year in which Assignment undertaken	Brief of the Assignment	List of Supporting Document attached	Remarks, if any

c. Experience of having developed and conducted Data Protection / Data Privacy Impact Assessments under any applicable data protection or privacy regulation (including but not limited to DPDP Act, GDPR, or other equivalent privacy regulations) for a financial sector entity regulated by PFRDA, RBI, SEBI, IRDAI, or an equivalent regulator in India prior to the date of issuance of the RFP

Name of the firm	Year in which Assignment undertaken	Brief of the Assignment	List of Supporting Document attached	Remarks, if any

Note: Rows may be added as required

1.3 Profile of Project Team Member

a. Details of the Team* including Team profile and Resume of proposed team members:

- Team Profile:

Sl. No.	Name	Position	Area of Expertise	Years of experience

- Format for submission of resumes of the staff proposed for various positions

Particulars	Remarks
Name of the Team Member	
Proposed Position	
Age	
Qualifications	
Tasks proposed to be assigned	
Relevant areas of expertise	
No. of Years of experience	
Key experience relating to the area of work assigned	
Any other point/ highlights	

1.4 Approach and Methodology

i. Understanding of DPDP Act & Rules and DPDP implementation roadmap
ii. Governance & compliance monitoring model
iii. Risk identification & mitigation
iv. Templates, tools & accelerators

Annexure V - Financial Bid Submission Form

(To be submitted in separate sealed envelope - Envelope –II)

Agency Name: ……………………………………………………………………………

Address: ………………………………………………………………………………….

Contact Person: ……………………………… Phone Number: ……………………

Email:……………………………………….. Website: ……………………………….

We submit our commercial bid (fees) for the proposed assignment as under:

Amount in Figures(INR)	
Amount in Words	

Terms & Conditions:

1) The above quoted fee is inclusive of all out of pocket expenses and applicable taxes.
2) We undertake to deliver all the deliverables as envisaged in the proposal/agreement and complete the assignment within the time frame stipulated in the RFP document.
3) NPS Trust will deduct tax (TDS) while releasing payments, if applicable, as per the provisions of Income Tax Act.

……………………….

Signature of Authorized Signatory of Company
Name:
Designation:
Contact No. (Mobile):
Email Id:
Company Seal:

Annexure V - Declaration for Relation in NPS Trust & Integrity Pact

(To be typed and submitted in the Letterhead)

Date: dd/mm/yyyy

To
The General Manager,
Department of IT,
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 the above information is true to our knowledge. In the future, if it 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 "Bidder" which expression shall unless repugnant to the context or meaning thereof, includes its successors) of the second part

In this Agreement, "NPS Trust" and "Bidder" 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 Bidder 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, allinformation 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 & prospect lists, trade secrets, trade namesor 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 Bidder 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, Bidder 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 that 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 Bidder 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 Bidder 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 Bidder and NPS Trust or the nature of services to be provided by Bidder 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:** Bidder shall have the burden of proving that any disclosure or use, inconsistent with the terms and conditions hereof falls within any of the foregoingexceptions. The obligation to prove that the information is not confidential will also be on the Bidder.

4. **Permitted disclosure of information:** The Bidder 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 Bidder may share information with Government entities, if mandated, under the law as and when called upon to do so by suchagencies 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 Bidder or lawfully received fromanother 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 Bidder; or

   iii. Which at the time of disclosure to Bidder 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:** Bidder acknowledges that any actual or threatened disclosure or use of the Confidential Information by Bidder would be a breach of this agreement and may cause immediate and irreparable harm to NPS Trust or to its subscribers; Bidder 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 impossible to calculate and compensate fully. Therefore, Bidder acknowledges that in the event of such a breach, NPS Trust shall be entitled to specific performance by Bidder of its obligations contained in this Agreement. In addition Bidder shall compensate NPS

Trust for the loss or damages caused to NPS Trust actual and liquidated damages which may be demanded by NPS Trust. Liquidated damages not to exceed the Contract value. Moreover, NPS Trust shall be entitled to recover all costs of litigation including reasonable attorneys' feeswhich 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 Bidder. 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:** Bidder 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 anycircumstances.

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 Bidder.

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 under standings 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 onbehalf 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 extentnecessary 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 Bidder 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 Bidder 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 endeavors. 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, 3rd Floor, World Trade Centre
Nauroji Nagar,
New Delhi - 110029

Bidder

____

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 & on behalf of Bidder
(Name and designation of authorized signatory)
....

For & on behalf of NPS Trust
(Name and designation of authorized signatory)
....

WITNESSES:

1.

2

Annexure VII - Format for Performance Bank Guarantee

To

The General Manager
(Department of IT),
National Pension System Trust,
Tower B, B-302, third floor, World Trade Center,
Nauroji Nagar, New Delhi-
110029

Sub: Guarantee No. for Rs ----------/- (Rupees ------- only) in the context of being appointed as consulting agency for Review of Roles and Responsibilities of NPS Trust under the Digital Personal Data Protection (DPDP) Act, 2023 to provide Gap assessment, roles and responsibilities of NPS Trust & other intermediaries and other requirements as provided in this RFP document.

Ref: Letter of Award as consulting agency for Review of Roles and Responsibilities of NPS Trust under the Digital Personal Data Protection (DPDP) Act, 2023, dated < Date>

1. Whereas in consideration of the National Pension System Trust having its office at the above address having appointed < Name of the Firm > vide letter dated < date>, having its registered office at <Firm Address> and whereas <Name of the Firm>, vide letter dated <date> has agreed to discharge the duties as consultant.

2. And whereas according to the terms of the said Appointment, < Firm> is required to furnish to NPS Trust an unconditional and irrevocable Performance Bank Guarantee (PBG) from a scheduled commercial bank acceptable to NPS Trust, payable on demand, for the due performance and fulfilment of the contract by the bidder.

3. And whereas <Firm name>, having its registered office at (Address of the Firm) has approached us (Name of the Bank) to give the said Performance Bank Guarantee on its behalf and in favour of National Pension System Trust for an amount of Rs.-------------/- (Rupees --- only).

4. That in consideration of the promises and at the request of <Firm name> , we (Name of the Bank), having registered office at (Address of the Bank & branch) at ---------------------------------------hereby unconditionally and irrevocably undertake and guarantee to pay NPS Trust forthwith on demand in writing and without any demur, any sum up to a maximum guarantee amount of Rs.----------/-(Rupees only), as may be demanded by NPS Trust, upon any defaults or breach being committed by the "< firm name>" or any loss or damage caused to or suffered or would be caused to or suffered NPS Trust without NPS Trust needing to prove or to show grounds or reasons for demanding the sum(s) under this Performance Bank Guarantee.

5. The Bank Guarantee shall be valid till up to 60 days post completion of the contractual obligations of <firm name>

6. This performance Bank Guarantee shall not be affected by any change in the constitution of the <Firm Name> or therewith or reconstruction or winding up but will inure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee and throughout the period.

7. That no claim under this guarantee shall be entertained by us unless the same has been preferred by National Pension System Trust by the said date.

8. We hereby confirm that we have the power/s to issue this guarantee in your favour under the Constitution and business procedure of our Bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this Performance Bank Guarantee in your favour under the Power of Attorney issued by the Bank.

9. We undertake to pay National Pension System Trust money so demanded notwithstanding any dispute or disputes raised by <Firm Name> in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal, and is independent of any or all rights or obligations, inter se of the parties to the said contract, viz. < Firm Name> and NPS Trust. The payment so made by us pursuant to this Performance Bank Guarantee shall be a valid discharge of our liability for payment there under and <Firm Name> shall have no claim against us for making such payment.

10. Notwithstanding anything contained hereinabove:

i. Our liability under this guarantee shall not exceed Rs__/- (Rupees... only).
ii. We shall not revoke the guarantee during its currency except with the previous consent of National Pension System Trust in writing.
iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written demand on or before the expiry of this guarantee.

11. All claims under the guarantee will be payable at New Delhi.

12. This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled.

Date:

Place:

Witness:

(Bank's common seal)

Annexure-VIII

Letter of Authorisation for submission of response

(To be submitted on the letterhead of the authorising Authority)

[Date]

The General Manager,
National Pension System Trust,
3rd Floor, Tower-B, WTC,
Nauroji Nagar, New Delhi-110029

Dear Sir/Madam,

Ref: RFP Document: Engagement of Consultant for Review of Roles and Responsibilities of NPS Trust under the Digital Personal Data Protection (DPDP) Act, 2023

1. This has reference to your above RFP for Engagement of Consultant for Review of Roles and Responsibilities of NPS Trust under the Digital Personal Data Protection (DPDP) Act, 2023. Mr./ Ms. .... is hereby authorized to submit the response documents, to submit sealed response, and to sign any documents pertaining to the RFP on behalf of our organization for all the services required by NPS Trust as called for vide aforementioned RFP, on behalf of our organisation.

2. He/ She is also authorized to take decisions on behalf of the company till the RFP process is completed. Certified photocopy of Power of Attorney (POA) of the person authorizing such person is duly submitted.

Name and Signature of the Authorised Signatory:

Signature of the Authorising Authority:

Name of the Authorising Authority: