



**Request for Proposal for the  
Selection of Service Provider for  
Subscriber HelpDesk Service to NPS Trust**

National Pension System Trust  
B-302, Tower-B, 3rd Floor  
World Trade Center, Nauroji Nagar  
New Delhi-110029

NPST/26/11/12/1/2022-GRIEVANCES

30<sup>th</sup> April 2025

## **Contents**

1.	Introduction.....	3
2.	Objectives .....	5
3.	Important Dates.....	5
4.	Indicative list of activities performed by NPS Trust.....	6
5.	Scope of work.....	8
6.	Minimum Eligibility Criteria .....	19
7.	Evaluation of Bid/Proposal and Selection .....	20
8.	Schedule of Implementation .....	22
9.	Information Help Desk Service Level Requirements & Measurements.....	23
10.	General Terms and Conditions.....	25
	Annexure-I - Schemes administered by NPS Trust.....	38
	Annexure II - Code of Conduct for Help Desk Executives.....	39
	Annexure III - Details of the Service Provider .....	41
	Annexure IV - Format for Submission of Commercial Proposal .....	44
	Annexure V - Profile of the Project Lead .....	46
	Annexure VI – Non-Disclosure Agreement .....	47

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

### **1.1. Schemes administered by NPS Trust**

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

### **1.2. Intermediaries in NPS Architecture**

The NPS system is an unbundled architecture, with inbuilt checks and balances, where each function is performed by a different entity, to achieve maximum operational efficiency at a low cost. PFRDA grants the Certificate of Registration to all the intermediaries to function according to their designated roles and responsibilities in the ecosystem and has framed separate Regulations to govern such intermediaries. The intermediaries in the NPS architecture are:

- i. The National Pension System Trust (NPS Trust) was established by the settlor PFRDA as per the provisions of the Indian Trusts Act, 1882, for taking care of the assets and funds under the NPS 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 27th February, 2008. NPS Trust is the registered owner of all assets under the NPS architecture which is held for the benefit of the subscribers under NPS;
- ii. The Central Recordkeeping Agencies handle the recordkeeping, administration and customer service functions for all subscribers of the schemes administered by NPS Trust. Presently, there are three CRAs - Protean eGov Technologies Limited, KFin Technologies Limited and Computer Age Management Services Limited (CAMS);
- iii. Points of Presence (POP) are the first points of interaction for the subscribers within the NPS architecture. The authorized branches of POPs act as collection points and extend customer services to the subscribers;
- iv. Pension Fund Managers (PFMs) manage the funds of schemes as per the investment guidelines approved by PFRDA. Presently, there are eleven PFMs in the NPS ecosystem;

- v. The Custodian provides custodial services to the Pension Funds along with detailed information and other reports to ensure that benefits due on the holdings are duly received;
- vi. The Trustee Bank facilitates fund transfers across various entities under the NPS architecture viz. PFMs, Annuity Service Providers, Subscribers, etc.

Besides the above there are Annuity Service Providers (ASPs) and Retirement Advisors empaneled with PFRDA.

Separate Regulations have been notified by PFRDA in respect of each intermediary under the NPS architecture.

For more information on the above, please visit the corporate website <https://npstrust.org.in> (NPS Trust)

### **1.3. Functions of Intermediaries in NPS Architecture**

#### **1.3.1. National Pension System Trust**

The functions, roles and responsibilities of NPS Trust are defined in PFRDA (National Pension System Trust) Regulations, 2015 and subsequent amendments thereof, which may be accessed from the corporate website of NPS Trust.

A brief of the same are indicated below:

- i. To execute the individual pension account in its name for the subscriber;
- ii. To monitor and evaluate all operational and service level activities of Pension Funds, Trustee Bank, Custodian and in respect of Central Recordkeeping Agencies for activities pertaining to grievances and exits & withdrawals under the National Pension System;
- iii. Monitor and audit the operational activities of and call for any information or reports from Pension Funds, Trustee Bank, Custodian and Central Recordkeeping Agencies for activities pertaining to grievance and exits and withdrawals for protecting the interests of the beneficiaries;
- iv. Take the custody of or keep under its control, all the properties of the Trust, held by intermediaries in Trust for the subscribers/beneficiaries;
- v. Protect the properties of the NPS Trust and safeguard the interests of the subscribers;
- vi. Supervise the collection of any income due on assets held in the name of the National Pension System Trust and for claiming any repayment of tax and holding any income received in trust for the beneficiaries in accordance with the Trust Deed and, the regulations, guidelines or directions issued by the Authority;
- vii. Initiate action on the reports submitted by Pension Funds, Trustee Bank, Custodian, and Central Recordkeeping Agencies for activities pertaining to exits and withdrawals in order to ensure compliance with the regulations applicable to them under the National Pension System;
- viii. Redressal of subscriber grievances, Exits and Withdrawals;
- ix. Discharging other functions under Pension Fund Regulatory and Development Authority (Unified Pension Scheme) Regulations, 2025.

**1.3.2.** The roles and functions of other intermediaries such as Pension Funds, Trustee Bank, Custodian, CRA, etc, are available on the website of NPS Trust (<https://npstrust.org.in/nps->

[architecture](#)).

## 2. Objectives

NPS Trust intends to invite bids from professional call-centre / contact-centre service providers / operators to set up and operate a “Subscriber Helpdesk” for the following functions/ activities / operations:

- i. To help/assist the existing and potential subscribers / beneficiaries (of NPS, UPS, APY, NPS Vatsalya, and other schemes to be operated by the trust as a part of its functions) in addressing their queries and grievances through IVR, CGMS, in-bound and out-bound channels;
- ii. To provide information on old age income security, retirement planning, pension, etc.;
- iii. To call for gathering participants for webinar / training sessions to be organised from time to time;
- iv. To resolve and dispose of the grievances pending beyond TAT in the NPS ecosystem;
- v. To provide process related assistance to the subscribers on call and through co-browsing mode.

Entities interested in setting up and operating Subscriber Help Desk on behalf of NPS Trust are invited to submit their bids in the form of (i) Technical Proposal and (ii) Commercial Proposal as stipulated in this RFP document.

NPS Trust also intends to hire the existing infrastructure of the service provider including help desk executives on an operating basis from their existing call centre facilities. This Subscriber Help Desk shall be run and operated by the selected service provider on behalf of NPS Trust. This Help Desk will be in addition to and shall not replace the call centres set up by the other intermediaries in the NPS architecture as the case may be.

Proposals received in response to this RFP will be evaluated in terms of the conditions laid out herein and the Subscriber Help Desk Service Provider thus selected shall be required to provide professional, objective, and impartial service at all times, holding the NPS Trust interests and interests of the subscribers/ beneficiaries under the NPS architecture paramount, without any consideration for future work / assignments and strictly avoid conflicts with other assignments or their own corporate interests.

## 3. Important Dates

Sl. No	Activity	Timeline
1	Date of publishing of RFP	T
2	Last date for submission of queries for Pre-bid meeting	T+15 @ 12:00 hrs
3	Pre-Bid meeting	T+20 @ 15:00 hrs
4	Response/corrigendum to Pre-bid meeting queries	T+25 @ 15:00 hrs
5	Last date of submission of bids	T+45 @ 15:00 hrs
6	Opening of technical bid	T+45 @ 15:30 hrs
7	Release of list of service providers who qualified minimum eligibility criteria	T+50@16:00 hrs
8	Date of technical presentation by service providers	T+53 @ 10:00 hrs
9	Date of declaration of technically qualified service providers	T+67 @ 15:00 hrs

10	Time given on GeM for representation by service providers (2 days)	T+69 @ 15:00 hrs
11	Consideration of representation on GeM and marking technical qualifications	T+72 @ 15:00 hrs
12	Opening of commercial bid	T+73 @ 15:00 hrs
13	Announcement of final result of the bid and issuance of work order on GeM	T+75 @ 15:00 hrs
14	Address of NPS Trust for Communication	NPS Trust, B 302, 3 <sup>rd</sup> Floor, World Trade Center, Nauroji Nagar, New Delhi-110029
15	Primary point of contact for RFP process and technical pre-bid queries	Name: Ashish Kumar (Manager) and Suresh G (DGM) Email: <a href="mailto:ashish.kumar@npstrust.org.in">ashish.kumar@npstrust.org.in</a> ; <a href="mailto:suresh.g@npstrust.org.in">suresh.g@npstrust.org.in</a> Ph: 011- 35655 - 242 / 206

\* In case any of the dates fall on a holiday, the next working day shall be considered for the said activity

#### **4. Indicative list of activities performed by NPS Trust**

The below are the indicative list of activities performed by NPS Trust to address subscriber queries / grievances which are purported to be handled by the Help Desk:

- 4.1.** NPS Trust presently receives queries / grievances from subscribers, government Nodal Offices, general public vide multiple media such as:
- Calls received from subscribers and general public;
  - E-mail communication;
  - Physical letters;
  - Tokens received vide the Central Grievance Management System (CGMS), which is the portal developed by the each of the three CRAs for their respective subscribers/prospective subscribers to lodge, escalate, view and track the status of their grievances;
  - Queries / Grievances received in the social media handles of NPS Trust;
  - Outbound calls to Govt Nodal Offices, subscribers, PoPs, Corporates, CRAs, and claimants / beneficiaries.
- 4.2.** NPS Trust attends to calls, mails and letters and undertakes checks of the required details in CGMS and provides necessary guidance for resolution of the grievances and required information for queries raised by the subscribers. In case required by the subscribers, NPS Trust lodges the queries / grievances in CGMS also;
- 4.3.** NPS Trust downloads all the tokens received in CGMS, prepares appropriate resolution, verifies the same and uploads the replies thereof in the CGMS, assigns the token to the concerned intermediary in case they pertain to other entities / intermediaries and marks the token closed with specific resolution to the subscribers;
- 4.4.** NPS Trust provides clarification and accords approvals to CRAs and Government Nodal Offices on various matter referred regarding various schemes administered by NPS Trust;

- 4.5.** NPS Trust processes death claims of e-NPS subscribers in accordance with PFRDA (Exits and Withdrawals under NPS) Regulations, 2015 and circulars, guidelines, rules etc., issued by PFRDA in this regard;
- 4.6.** All the activities being performed by NPS Trust for redressal of grievances are governed by PFRDA (Redressal of Subscriber Grievance) Regulations, 2015 and subsequent amendments thereof.

The following table indicates trends in the subscriber base during the last 5 years:

<b>Table 1: Subscriber Base and Grievances received under NPS and APY architecture</b>				
<b>Sector of subscriber</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>FY 2024-25 till 31.12.2024</b>
<b>NPS</b>	1,55,222	1,49,657	1,51,347	1,33,806
<b>APY &amp; NPS Lite</b>	59,319	47,349	74,642	87,784
<b>Subscriber Base (NPS)</b>	1,15,57,240	1,31,32,428	1,47,15,443	1,58,14,099
<b>Subscriber Base (APY&amp; NPS Lite)</b>	4,04,63,647	5,01,23,147	5,88,40,278	6,47,83,161
<b>Total Grievances</b>	<b>2,14,541</b>	<b>1,97,006</b>	<b>2,25,989</b>	<b>2,21,590</b>
<b>Total Subscriber Base</b>	<b>5,20,20,887</b>	<b>6,32,55,575</b>	<b>7,35,55,721</b>	<b>8,05,97,260</b>

The list indicated below are the nature of grievances and queries handled by NPS Trust and the entities in the NPS Architecture:

**Table 2: Nature of Grievances and Queries**

<b>Sl. no.</b>	<b>Broad Categories of Grievances</b>	<b>Sub Category</b>
1	Contribution related	Contribution amount not reflected in account
		Delays in Uploading of Contribution Amounts
		Incorrect contribution amount reflected
2	Exit and withdrawal related	Withdrawal Related
		Death withdrawal not initiated / not authorised / amount not received
		Exit not initiated / not authorised / amount not received
		Partial withdrawal not initiated / not authorised / amount not received
		Pre-mature withdrawal not initiated / not authorised / amount not received
3	Subscriber Change request related	Incorrect Processing of Subscriber Details
		Not Processed/Delay in Processing Subscriber Changes Request
4	CRA portal related	Email/SMS alerts not received
		I-PIN, T-PIN Related – Others
		SOT Related
		Technical issues with CRA portal
5	General Queries related to product and operational processes	

--	--

As per the provisions of the PFRDA regulations on redressal of subscriber grievances, all the grievances are required to be disposed by NPS Trust within 21 days.

## 5. Scope of work

NPS Trust intends to make available a help desk number to facilitate the handling of information/ queries/ grievances received at NPS Trust and assistance for redressal of grievances within TAT and also pending beyond TAT which may require outbound calling/communication with subscribers/entities in NPS architecture from time to time.

Initially NPS Trust may avail the services of **up to 10** help desk executives at the time of setting up and the service provider should have the ability to scale-up with future requirements if any, at any time during the contract period.

The selected service provider shall be expected to deliver the Scope of Work as listed below:

### 5.1.Preparation of Operating Manual/SOP for Help Desk operations

- i. The service provider shall be responsible for preparation of an operating manual/SOP (detailing end to end operations) for handling queries / grievances based on the inputs provided by the NPS Trust;
- ii. This manual/SOP shall be referred by the help desk executives while handling queries and grievances received at the help desk;
- iii. The prepared manual/SOP shall be reviewed and updated by the help desk on a regular basis upon changes in regulatory framework prescribed by PFRDA, to improve the efficiency of the help desk operations without any additional cost to NPS Trust. However, in case of NIL changes in the said regulatory framework also, the manual/SOP will be updated at-least once in a year and the same shall be done by the service provider as a part of the project without any additional cost to NPS Trust;
- iv. In case of any regulatory changes by the way of amendment/circular/guidelines, on notification by NPS Trust, the required information shall be disseminated by the service provider to the help desk executives and the manual/SOP shall be updated within 15 working days in coordination with NPS Trust without any additional cost.

### 5.2. Operating a Help Desk number on behalf of NPS Trust

- i. The service provider, in discussion with NPS Trust, shall facilitate NPS Trust in obtaining a Help Desk number (as per NPS Trust requirement) in the name of NPS Trust. The help desk service provider shall operate the number exclusively for NPS Trust from the call centre / help desk facility of the service provider. The other technology required for the operation of the help desk (including PRI / SIP lines – **100 channels**) shall also be obtained and provided by the service provider in the name of NPS Trust;
- ii. The bill of the help desk number including PRI / SIP lines, duly verified by the service provider shall be paid by NPS Trust on **actuals** based on the bills of the telecom operator as submitted by the service provider to NPS Trust;



- iii. The service provider shall ensure continuation of the help desk number and continue to manage the lines without interruption / disruptions and handover / transfer the same to NPS Trust at the time of exit of the service provider, if any;
- iv. The service provider shall offer the facility from their call centre / help desk located strictly in India only;
- v. The service provider shall manage and operate the Help Desk number on behalf of NPS Trust;
- vi. The Help Desk number shall carry the Interactive Voice Response (IVR) facility to enable the subscribers/callers to choose the corresponding facility as per their requirement. The IVR shall route the queries, grievances, matters pertaining to exits and withdrawals to the corresponding desk of the help desk executives specifically trained for that purpose;  
The IVR management and the process flow shall be finalized by the service provider in coordination with NPS Trust and shall be a part of the business requirement document. The IVR solution and software requirement is described under clause 5.4;
- vii. The Help Desk number should be operated from **08:00 am to 08:00 pm** all the 365 days of the year (From Monday to Saturday, excluding all Sundays and officially declared holidays by NPS Trust). NPS Trust may extend the time of Help Desk Number beyond 8.00 pm as may be required by NPS Trust and the service provider must be able to scale-up the operations in the future. During the other hours the IVR should be up and live to handle the queries with call back option.

### **5.3. Handling of Queries and Grievances**

The help desk service provider shall deliver the services as listed in this section below:

#### **i. Inbound call services**

The help desk executives who are assigned such tasks,

- a. Shall receive the calls made by the subscribers / potential subscribers, government nodal offices and general public;
- b. Shall inform through emails/telecalls the manuals, SOPs for carrying out various processes under NPS;
- c. Shall follow the Code of Conduct as prescribed in Annexure II;
- d. Understand the query and provide the required information on the products administered by NPS Trust or the process related to the query;
- e. Guide the subscriber to lodge grievance correctly in the respective CGMS portals of the CRAs and to lodge grievance on behalf of the subscriber at times;
- f. Understand the grievance and initiate suitable action for redressal of the subscriber grievances;
- g. Obtain feedback and periodically submit it in prescribed consolidated report on periodical basis to NPS Trust;
- h. The in-bound call services must be operated between **08:00 am to 08:00 pm on all the 365 days** of the year - **Monday to Saturday, excluding all Sundays and officially declared holidays by NPS Trust.**

#### **ii. Handling of queries and grievances received against NPS Trust in CGMS.**

- a. Download and prepare the response for the queries and grievances raised and escalated to NPS Trust;
- b. Upload the response and take action as per verified file received from NPS Trust;
- c. During the first month, NPS Trust shall verify the responses and thereafter once, the

help desk executives get well equipped and trained with the resolution mechanism, the verification of the responses are also to be done by the help desk executives in a maker-checker mechanism;

- d. Periodically follow-up with entities to whom grievances are assigned by NPS Trust in CGMS for resolution within TAT;
- e. Ensure that the responses to tokens are entered in CGMS within TAT defined by NPS Trust (7 days);
- f. Periodically follow-up with entities in the NPS architecture against whom grievances are pending in CGMS for resolution beyond TAT;
- g. Agency to submit MIS/reports to NPS Trust on periodic basis which shall be specified by NPS Trust in the SLA;

It may be noted that on registration of a grievance in CGMS system, a unique token number is generated automatically and an SMS is triggered to the subscriber through SMS Gateway. On resolutions, an auto response is provided to the subscriber through an eMail gateway and these services are already provided by the CRAs. Hence, a separate SMS gateway or eMail gateway shall not be required.

### **iii. Handling of grievances received over e-mail, web forms and physical letters**

- a. Lodge the queries and grievances received over email and physical letters in the respective CGMS portal and assign the token to the corresponding entity;
- b. Follow-up on grievances forwarded/assigned to entities over email for resolution within defined TAT and those pending beyond TAT;
- c. Provide required information to the queries received over email;
- d. Ensure that no email / letter is left unattended;
- e. Coordinate with NPS Trust wherever responses are required to be prepared / approved by NPS Trust.

### **iv. Handling of queries/grievances received on social media**

- a. Monitor and respond to the queries and grievances received on social media;
- b. Coordinate with NPS Trust wherever responses are required to be prepared / approved by NPS Trust.

### **v. Outbound Call services**

- a. Coordination with entities under the NPS architecture for redressal of the subscriber grievance and queries, matters related to schemes administered by NPS Trust;
- b. Follow-up calls with entities to whom grievances have been assigned by NPS Trust;
- c. Follow-up calls with entities against whom grievances are pending beyond TAT;
- d. Follow-up for resolution would include outbound call, email, or dispatch of physical letter in coordination with NPS Trust;
- e. The facility must include call back option for the subscribers. The help desk executives must be able to identify the missed calls and call back to address the queries / grievances of the subscribers;
- f. The timing of outbound calls are to be as per the office working hours of NPS Trust.

### **vi. Feedback Mechanism**

- a. The service provider shall put in place an automated feedback mechanism to enable the callers / subscribers to give feedback on a Scale of 1 to 5 for the call (1 – Very Poor, 2- Poor, 3- Satisfactory, 4- Good, 5 –Very Good);

- b. At the end of every in-bound call, an automated IVR shall seek feedback from the caller and record the same in the dashboard, which can be used for further analysis;
- c. All the subscribers who have rated the help desk service 'Very Poor' & 'Poor' must get a call back (outbound) from a senior help desk executive enquiring the reasons for such feedbacks;
- d. Every fifth caller shall receive call from the help desk to assess the feedback and rating, feedback and analysis of which shall be submitted to NPS Trust on a monthly basis.

#### **vii. Escalation calls**

- a. The help desk service provider must put in place a mechanism to address the queries and grievances of irate subscribers. The escalation matrix must be in built;

### **5.4. Software solution for Help Desk Management and Dashboard**

The services offered by the help desk service provider must include a software solution to manage the help desk and provide dashboard services to NPS Trust.

#### **i. Software Solution Capabilities**

The software solution must have the following capabilities:

- b. The solution must have the features of assigning the calls to help desk executives in an automated way without any need for manual intervention except for answering calls;
- c. **Automated call distribution (ACD)** facility with intelligent routing features to various agents once the caller requests to direct the call to agents on IVRS. The call routing to the help desk executives must be based on algorithms and not on manual interventions. It must be able to distribute calls to all the agents in an equitable way and not just to one or two so that waiting time may be reduced for the callers. The ACD must endeavour to achieve zero waiting time;
- d. Must provide access to application interface to all the help desk executives;
- e. It should have geo-location facility for MIS purposes;
- f. The solution must have the capability to capture every detail related to a call like a caller's information and other call data from each incoming or outgoing call will be and to store the same in the database system;
- g. Help Desk Executives must deliver the correct information to callers during calls;
- h. The solution must provide for 100% call recording for training and quality purposes.
- i. All call related data (including call recordings) shall be stored in the database and uninterrupted support and access to record and information shall be provided to NPS Trust through the dashboard itself;
- j. NPS Trust shall have full access rights to the call records and pull them as and when needed for post facto analysis of executive and subscriber's conversation;
- k. The service provider shall access the call records only after seeking approval of NPS Trust. No data will be used or taken out for any purpose;
- l. The call recordings retention period from the date of such call shall be till the contract period. Thereafter the service provider shall transfer all the call recording data with proper details to NPS Trust at no additional cost to NPS Trust. The cost of storage must be built-in by the service provider within the infrastructure cost itself;
- m. The solution should be capable to restrict the copying and forwarding of emails to domains other than those specified by NPS Trust explicitly in writing to the service provider.

#### **ii. Call queue management (waiting, answered, dropped)**

- a. Call queue management includes the calls that are waiting, answered and dropped. The solution offered must have the features including call tracking and caller history details. The dashboard must include analytics and reporting on data related to calls including the following but not limited to:
  - i) Average waiting time;
  - ii) Call answering time (from start to end of call);
  - iii) Call hold time;
  - iv) Help desk executives' productivity;
  - v) Calls missed, call backs undertaken;
  - vi) Calls resolved by IVRS as first point of contact;
  - vii) Calls resolved by the executives as second point of contact;
  - viii) Feedbacks given by the callers;
  - ix) Average TAT maintained in grievance resolutions;
  - x) Average call handling time, call response time, call drop time;
  - xi) Repeat call rate;
  - xii) Trending words dashboard on analyzing the call recordings;
  - xiii) Performance SLAs;
  - xiv) Strategic decision making reports / analysis.
- b. The service provider shall provide the data to NPS Trust on the dashboard itself accessible to users (**initially 10 users** of NPS Trust and should be scalable). The dashboard frequency of update must be real-time, i.e, the details of the previous day must be updated at the end of the day and the dashboard must be available the next day);
- c. In the future, the service provider must be able to integrate its software solution and/or other tools offered by the service provider for this project with various modes of grievances and queries (viz email and CGMS etc.) received by NPS Trust. The solution should not be restrictive;
- d. It is also to be noted that, in case of unsatisfactory performance of the dashboard, NPS Trust may, at any time by giving a 3 month notice period, ask the service provider to replace the solution with any other software solution or the solution provided by NPS Trust at no additional cost;
- e. The service provider shall implement the software solution changes/customizations as needed, for example, after the launch of any new process / products or in the case of changes/updates if any, required for an existing process while operating the help desk on behalf of NPS Trust at no additional cost.

### iii. Reporting, Analysis and MIS services

- a. As a part of this project itself, the service provider shall offer necessary Reporting/ Analytics to NPS Trust;
- b. The service provider shall offer support in development / customize the dashboards required by NPS Trust officials;
- c. The first cut of the dashboard shall be prepared and submitted to NPS Trust for review and on approval, the page should be made live thereafter;
- d. NPS Trust should also be capable of generating ad-hoc / customized reports / MIS as per the requirement. The solution must have in-built capabilities for the same;
- e. The reports / analytics must be customized such as sector-wise, category-wise, pendency-wise etc.;
- f. The reports must provide speech to text analysis, subscriber feedback analysis etc. or any other report required by NPS Trust;

- g. The report format shall be flexible and to be made available in excel, PDF or word as required by NPS Trust;
- h. The solution provided to NPS Trust including the MIS / reports shall be duly licensed / custom developed and the service provider must obtain necessary licenses, if required. The source code of the custom development for NPS Trust shall be handed over to NPS Trust. The team of NPS Trust shall be duly trained by the service provider on operational use of such source code. Till such time, the responsibility of end to end maintenance shall vest with the service provider. The service provider shall ensure obtaining required licenses perpetually in the name of NPS Trust and ensure continuation of the solution at any given point of time during the contract. The copy of the relevant licenses in the name of NPS Trust shall be provided to NPS Trust for records;
- i. The service provider shall have an in-house live monitoring screens / terminals to map the terminal IDs, active handling of calls, idle time, resource utilisation to make the SLA reports available to NPS Trust on periodic basis. The access to the same shall be provided to NPS Trust in the dashboard.

#### **iv. Intelligent IVRS (Integrated Voice Response Solution)**

The service provider shall also provide an Intelligent IVRS for the NPS Trust help desk which meets the below requirements-

- a. IVRS must have features of 'key press input', 'speech to text', analysis and action based on text and speech;
- b. IVRS must provide language selection option of English and Hindi to the caller (beneficiary/various stakeholders) and all the pursuant information as provided in the IVRS shall be in the language selected by the caller;
- c. The solution must be scalable to other vernacular / regional languages in the future and should not be restrictive;
- d. NPS Trust envisages the use of IVRS system to not just act as merely a filter option but also to act as conversational, informative and transactional based system for the callers. The objective of IVRS is to enable human like interactions of the system with the caller to solve most of their queries through IVR systems. The service provider shall devise such IVRS which will endeavor to provide options to callers and shall itself solve major problems/queries of the callers without re-directing the call to the agents. The overall objective is to make an intelligent IVRS system which attends to queries of the callers and make outbound calls to the various stakeholders;
- e. Direct routing of calls to the executives shall be done through IVRS as each call shall land at destined executive on selection by the caller;
- f. IVRS should have the ability to transfer calls within the processes as desired by the caller or as required as per the process;
- g. The IVRS shall run on **24 x 7 x 365 basis**, i.e., round the clock and round the year and after the approved timing of help desk, should have the option to call back the caller.
- h. Music / pre-recorded voice on call-holds;
- i. The service provider shall design and improve the IVRS design workflows from time-to-time to improve caller's experience;
- j. The service provider shall also provision for events of outbound calls through IVRS in a year, for some standardized messages/surveys (for capturing feedback / response on any matter) to be made or to reduce the pendency of outbound calls. Such IVRS calls may be made on any day of the year as per the requirement of NPS Trust;
- k. IVRS should be able to record caller's feedback on a scale of 1-5 (with 5 being the highest) as a mandatory option signifying level of satisfaction of the caller at the end of each call. Some standardized calls which convey a standard message should be enabled through

automated IVRS calls as per the requirement of NPS Trust and provide analytics to NPS Trust on feedbacks;

- l. The service provider is responsible for creating the IVR tree structure in collaboration with NPS Trust while following their guidance and obtaining approval. NPS Trust reserves the right to recommend modifications or personalization to the IVR tree structure, which the service provider must implement within 15 business days without any additional cost to NPS Trust;
- m. The service provider must have the capability to set up an additional language in the IVR if requested by NPS Trust;
- n. NPS Trust shall approve the message's content and duration.

#### **v. Change request**

- a. NPS Trust shall require some additional customized MIS / reports post / during the implementation apart from the agreed scope of work in the business requirement document. Any additional reports or dashboard or any system development that consume development time less than or equal to 100 man-hours shall be provided free of cost by the service provider. Efforts that consume more than 100 man-hours shall be treated as change request;
- b. Any upgradation/new technology/additional features in IVRS/Software solution/dashboard required as per regulatory requirements shall be done free of cost. Further five new MIS / reports developments per year shall be free of cost;
- c. Towards the existing scope, software upgradations, patches, security updates, feature updates shall be done free of cost by the service provider.

### **5.5. Infrastructure, Technology and Security**

- i. The service provider shall provide help desk services on an outsourced model. Cost of the entire necessary infrastructure such as IVRS, software, applications, dashboards, dialer, office space, workstations of executives, PRI lines, headsets, connectivity etc., shall be borne by the service provider;
- ii. **Location of the helpdesk:** The physical premises of the helpdesk shall be operated in English and Hindi language, located in any Metro / Tier I location within India. In future the service based on the vernacular language of support required, the service provider may have additional location facilities in any other location within India for the services required by NPS Trust. NPS Trust shall conduct the site visit of the primary location during technical evaluation or anytime during the contract period;
- iii. NPS Trust intends to avail the service as SAAS (Software as a Service) model and hence the service provider shall be responsible for end to end management of the technology requirement of this project;
- iv. The service provider shall be responsible for procurement and deployment of the DC-DR sites required for this project. The storage must be on a cloud solution and the cloud service provider must be a **Meity empaneled cloud service provider**;
- v. At any point of time, the DC and DR of the cloud solution must be in different seismic zone and must be located only within India;
- vi. The service provider shall have an adequate number of PRIs, adequate internet facility configured required to answering all calls landed under different queues in Inbound and for executing different outbound campaigns, depending on the volumes;
- vii. **Business Continuity and Disaster Recovery Plan** – The service provider shall submit a Business Continuity Plan along with the Business Requirement Document and get it approved

by NPS Trust for ensuring business continuity in any situation. It should include both aspects – Technology systems and Human Resources.

- a. The service provider has to develop, establish and demonstrate robust framework for documenting, maintaining and testing Business Continuity and recovery plan;
- b. The service provider should conduct threat and vulnerability assessment, risk analysis and business impact analysis to ensure risk mitigation;
- c. At any point in time, even in natural disaster situation, the DR must ensure continued customer service. The service provider shall ensure a back-up office to act as DR along with requisite resource and technology infrastructure support to enable continued servicing and operation of the help desk;
- d. The service provider will need to ensure adequate and necessary infrastructure and people availability in case of a contingency situation so that all contacts can be successfully handled even if 1 help desk is not operational;
- e. The DR plan of the help desk should be reviewed from time to time when new centers come up and the service provider should submit changes to the business continuity plan appropriately. On a quarterly basis (or at frequency defined by NPS Trust at its sole discretion), the service provider will need to test the DR plans by cutting over from the Main DC to DR and provide results of the same to NPS Trust;
- f. The service provider should conduct mock drills, testing & validation drives and user training & awareness programs to ensure preparedness during DR situation.
- g. The business continuity, DC-DR reports, incident reports must be made available to NPS Trust on periodic basis in the dashboard.
- h. Location of the DR / back up office must be in a different seismic zone from the DC / main office.

viii. **Recovery Time Objective (RTO) and Recovery Point Objective (RPO):** The Service Provider must adhere to the defined RTO and RPO. They must ensure that the services can be restored within the agreed-upon RTO and that the maximum tolerable data loss does not exceed the defined RPO;

- ix. **Security Controls** – The service provider shall be responsible for ensuring the system level and physical security control of the help desk operation. In order to ensure data security of the access given by NPS Trust to the help desk executives, the executives must be completely restrained from carrying mobile phones / personal devices or gadgets and the service provider must ensure physical security to prevent data leak. The security measures will be periodically audited by NPS Trust;
- x. Technical and IT infrastructure preparedness for lockdown situation or any other situation which threatens business continuity needs to be provisioned by the Service Provider and the same shall be inspected by NPS Trust periodically;
- xi. The service provider must define and implement security measures, ensure restriction of access control based on role in consultation with NPS Trust to prevent unauthorized access;
- xii. The service provider must implement strict audit logging and session timeouts to detect and prevent unauthorized access;
- xiii. The customer data in transit and at rest must be in due encrypted formats following industry standards to prevent information and data leakage;

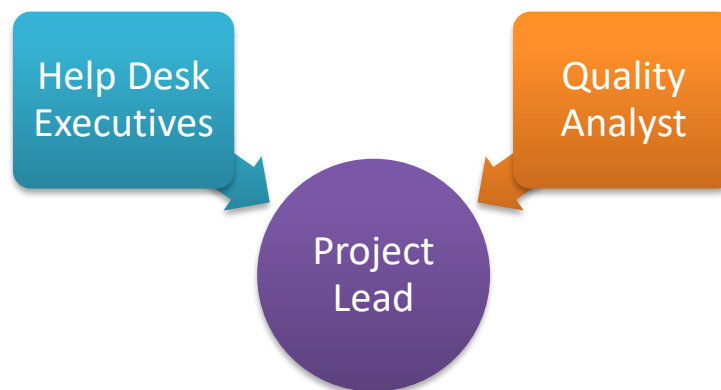
The MIS / dashboard developed must not have a downtime more than 30 mins. Any planned downtime must be with intimation to NPS Trust and due permission must be obtained from NPS Trust. The solution provider should provide online, real time alerts by SMS and email to NPS Trust for any scheduled downtime. Prior approval is to be taken from NPS Trust for any unscheduled downtime, real time reporting should be done.

## 5.6. Knowledge Management

- i. The service provider shall assist NPS Trust in setting up a framework and associated processes, and workflows for handling common types of queries. The service provider shall prepare the Business Requirement Document, Operational Manual / SOP and get the same approved by NPS Trust. The service provider may refer to the existing SOPs of products administered by NPS Trust, Grievances, Exit & withdrawal of NPS Trust while framing the operational manual for this service;
- ii. The service provider shall build a FAQ database/knowledge bank and step-by-step query resolution workflow based on commonly asked queries/feedback and the same shall be updated by the service provider on periodical basis as required by NPS Trust;
- iii. **Training Materials:** The service provider will develop training methodology including training material / training manuals in English and Hindi. The service provider must ensure that the executives are well trained in the respective languages;
- iv. **Exit Management:** The service provider shall submit an exit management document within 6 months from the award of contract and the same shall be approved by NPS Trust.

## 5.7. Manpower, Training and Scalability

The service provider will ensure the availability of executives for delivering effective and empathetic subscriber experiences. The service provider shall provide the below well-defined hierarchy for the success of the project.



- i. **Project Lead** – The service provider shall assign **1 Project Lead** who shall be the point of contact and lead for the help desk of NPS Trust. He/she must,
  - a. Manage the help desk team, collaborate with NPS Trust, set performance goals for the team, oversee helpdesk operations, optimize technology and tools to ensure service and achievement of NPS Trust's objectives;
  - b. Have a minimum of 10 years of experience in the call-centre operations field and must be on-rolls of the service provider;
  - c. In case the performance of the project lead is not found satisfactory during the operations, the service provider shall replace the project lead with a similar executive without any additional cost.
- ii. **Quality Analyst** – The service provider shall assign 1 QA to support the Project Lead and to ensure the quality metrics of the help desk operations. The QA shall have a minimum of 5 years of experience in Quality Control / Quality Assurance activities in a call centre set up;



- iii. **Help Desk Executives** – The service provider shall ensure well qualified and trained executives at any given point of time to interact directly with the subscribers to address, resolve issues, provide product and process related information, solve their queries and offer exceptional support while adhering to NPS Trust’s guidelines.
- a. Initially NPS Trust will avail the services of up to **10 help desk executives** and the number of executives must be scalable on requirement. The service provider must ensure the ready availability of executives at all times under any circumstances;
  - b. The help desk executives must have a graduate degree and must be with minimum 1 year of experience in the help desk operations / call centres;
  - c. The resources must be from diverse background / domains proficient in respective languages, written correspondence, call handling, MIS preparation, analysis etc.;
  - d. **Ratio per Personnel** – The help desk executives to be mapped to the Project Lead. The Quality Analyst shall report independently to the Project Lead to ensure quality.
- iv. **In-House IT security team / CISO:** The service provider must have an in-house security team / CISO to enable NPS Trust to escalate the IT security related issues. The service provider, in consultation with NPS Trust must put in place a security incident response plan;
- v. **Language Support** - Initially the help desk service is to be provided in **English and Hindi**. Depending on the requirement of NPS Trust, the same must be scalable to other languages spoken in India and help desk service provider must be able to provide the requisite manpower towards the same;
- vi. **Workstation** – The workstation, its quality and the infrastructure must be provided by the service provider. All the executives assigned for this project must be provided atleast with a desktop to handle this entire operation. All the infrastructure requisites for attending calls shall be provided by the service provider;

The successful help desk service provider will put in place the following, but not limited to, infrastructural facilities in all identified help desk center locations as well as future locations wherever operationalized.

- a. Desktops, Headphones, connectors and all technical requirements to handle the calls for the help desk executives. Calls should only be enabled on desktops/laptops assigned to the executives only and not on mobile phones or any other external device of the executives. Use of mobile phones / any external devices by the executives must be strictly restrained by the service provider;
- b. Appropriate furniture, lighting in the premises, work stations, cubicles, chairs etc to all executives and managers;
- c. Air conditioning;
- d. Security systems – CCTV systems, provision of security guards, smoke detectors, fire detectors, security alert systems, standard firefighting systems etc.;
- e. Access control system – The mechanism of restrictions on help desk operations (such as usage of personal mobile phones, recording devices, printing, screenshot, email access / forwarding to other domains etc.) must be put in place by the service provider. Manpower movement in the help desk should be restricted with proper access controls;
- f. Basic amenities such as water facilities, washroom for both genders etc.;
- g. Canteen facility;
- h. Training rooms with furniture, projector, screen etc.;
- i. Power connection with back up / UPS etc.

- vii. **Location of Executives** - The location of the executives shall be managed by the service provider. However, at any point of time, all executives and the technology must reside within India.
- viii. **Staff Assignment** – All staff employed by the service provider for this project shall be exclusively assigned for this project. They shall not be shifted to other accounts without explicit or prior approval of NPS Trust.
- a. **Recruitment** – The service provider must undertake recruitment of staff for this project with full due-diligence and must ensure quality of staff assigned for this project;
  - b. **Background verification** – The service provider must ensure due background verification of the staff assigned for this project. The checks must be ensured as per the RBI regulatory policy including checks on character references, employment verification, court records verification, KYC verification. Such reports to be submitted for reference upon receipt of requirement from NPS Trust;
  - c. **Internal Training** – The service provider to ensure that each staff undergoes thorough internal training curriculum upon recruitment and periodically. The executives shall be duly trained on the parameters of product knowledge, soft skills, call handling skills, technical skills such as back up access and dashboard access etc;
  - d. **Training by NPS Trust** – NPS Trust shall train the executives (physical or virtual) through their employees or authorized personnel on a Monthly basis. NPS Trust shall review the metrics, MIS and undertake training sessions for continuous improvement;
  - e. **Performance Assessment** – The service provider shall put in place their internal performance evaluation systems of the staff assigned for this project. A quality score may be generated for all executives and put up to NPS Trust whenever required. The evaluations must cover and track performance of individual executives, set goals for improvements, track key KPIs, set up mechanisms to embed subscriber feedback into performance assessments. NPS Trust reserves the right to ask / demand for replacement of the resource in case the performance of the resources are not satisfactory or based on any complaint received against any executive and the service provider shall replace the qualified resources without any additional cost to NPS Trust;
  - f. **Remuneration** – NPS Trust will have no obligation to pay any remuneration, reimbursements or incentives to the staff of the service provider. All payments shall be made to them by the service provider. The service provider shall ensure no remuneration related disputes reach NPS Trust for this project.
- ix. **Staff Requirement** – The staff assignment / estimated number of staff for this project is subject to change as per the requirement of NPS Trust. The service provider should be able to meet the dynamic staff requirement for this project of NPS Trust.
- x. **Peak Hour Management** – The service provider must be able to analyze the peak hours over a period of time and manage the peak hours through resource assignment accordingly. The responsibility vests with the service provider.
- xi. **Quality Assessment** – The service provider's quality assessment team shall audit / assess the systems and operations of this project and suggest improvements against SLA parameters.
- xii. **Insurance Coverage** – NPS Trust will not be liable for any damage / loss to the assets, resources / manpower deployed by the service provider for this project. The service provider shall procure all required insurance policies including but not limited to comprehensive general liability insurance or third party insurance to safeguard any eventuality that could arise while the service provider and/or its staff are serving the obligations of this project / contract.

- xiii. **Accounting practice and Statutory dues**– The service provider shall establish and maintain all proper records including accounting records required by any law, code and practice applicable to their line of activity from time to time, including records and returns as applicable under labour legislations in India and shall be able to produce the records to NPS Trust as and when required. The service provider shall fulfill all the statutory obligations as stipulated by the Government of India.

## 6. Minimum Eligibility Criteria

The service providers must fulfill the below mentioned eligibility criteria as on the date of submission of bid and should submit supporting documents as prescribed below along with the proposal.

**Table 4: Minimum Eligibility Criteria**

Sl.no	Criteria	Supporting Documents to be submitted by the service providers
1	Shall be a registered company in India under the Companies Act or a Registered Partnership under the Partnership Act, 1932 or a Limited Liability Partnership under Limited Liability Partnership Act, 2008 and operating in India for the past seven years. Proposals from consortiums would not be entertained for this purpose. The service provider must have a valid PAN, GST, EPF & ESIC registration.	Self Certified copy of Certificate of Incorporation / Registration, MOA, AOA or Registered Partnership Deed and PAN card, GST, EPF, ESIC registration copy.  Self certified copy of OEM/ MeitY empaneled Cloud service provider authorization for the required solution
2	Should be operating a call centre business or providing business process outsourcing / ITES enabled services for last 5 years and should be offering the services for at-least 2 BFSI Institutions and for at-least 1 Govt. organization (Govt. Departments /Central, State PSUs/PSBs /Autonomous Bodies/ Regulators) during the last 3 years as on the date of submission of bid.	Self-Certified copy of Work orders and/or Agreement copy for the preceding 5 years (FY 2019-20 to 2023-24)
3	Shall have net profits in at least three out of the previous five financial years (FY 2019-20 to 2023-24).	CA certificate in this regard.
4	The average yearly gross turnover of the bidder from businesses in India shall not be less than Rs. 30 crores in the last 3 financial years (FY 2021-22 to 2023-24)	CA certificate mentioning average yearly gross turnover for the last 03 Financial Years (FY 2021-22 to 2023-24)
5	Shall have an average positive net worth in the last 3 financial years (FY 2021-22 to 2023-24)	CA certificate in this regard

6	Should have handled at-least 50 call centre seats for any of the clients in the last 3 years (FY 2021-22 to 2023-24)	Self-certified copy of the work order / supporting document
7	Should be capable of providing call centre services in multiple Indian languages and currently serving clients in at least five or more languages in the past one year viz. Hindi, English and any 03 regional languages	Self-Certified copy of Documentary proof/ project agreement illustrating multilingual services being provided

## 7. Evaluation of Bid/Proposal and Selection

- i. Proposals will be examined by an Evaluation cum Selection Committee (hereinafter referred as 'Committee') constituted by NPS Trust;
- ii. The evaluation of proposals (technical and commercial) will be undertaken as per the following stages:
  - a. **Pre- Qualification:** The first stage of evaluation would involve examination of the proposal of each of the service provider (s) against minimum eligibility criteria set out in this RFP. The technical evaluation will be done only for the service providers who qualify the minimum eligibility criteria;
  - b. **Technical Evaluation:** Service providers who fulfill the minimum eligibility criteria will be invited to make presentations on their Technical Proposal at a date/time to be specified and conveyed by NPS Trust and scores will be assigned by the committee for the technical proposal and presentations made by the service provider;
  - c. The criteria of technical evaluation is as below:

**Table 5: Technical Evaluation Criteria**

SI No.	Criteria	Maximum Score	Minimum marks*	Score Parameter
<b>A</b>	<b>Past Experience in related areas</b>	<b>50</b>	30	
1	Number of years of experience as an entity providing Business Process Outsourcing/ Call centre/Contact Center/ITeS related services in India as on the date of application	10	6	5 yrs ≤ 10 yrs: 6 Above 10 yrs ≤ 15 yrs: 8 Above 15 yrs: 10
2	Average yearly gross Turnover of the bidder during last 3 financial years	10	6	₹ 30 Cr ≤ ₹ 50 Cr : 6 Above ₹ 50 Cr ≤ ₹ 100 Cr: 8 Above ₹ 100 CrS: 10

3	Call centre-related services provided to the BFSI institutions.	10	6	2 clients: 6 Above 2 ≤ 5 clients: 8 Above 5 clients: 10
4	Call centre related services provided to Government Client - Govt. Departments/Central, State PSUs/ PSBs /Autonomous Bodies during the last 3 years as on the date of submission of bid.	5	3	1 client: 3 Above 1 ≤ 5 clients: 4 Above 5 clients: 5
5	Number of call centre seats handled for the clients	10	6	50 ≤ 100: 6 Above 100 ≤ 250 : 8 Above 250: 10
6	Call centre services provided in Hindi, English and other regional languages. (Illustration - In case of English, Hindi and 3 Regional languages, the count will be 5 languages and similarly)	5	3	Up to 5 languages: 3 Between 6-10 languages (including end points): 4 Above 10 languages: 5
<b>B :</b>	<b>Approach and Methodology</b>	<b>50</b>	<b>30</b>	
7	Presentation by service provider – Understanding of the project, solution proposed	20	12	Presentation by Service provider to NPS Trust
8	MIS / Dashboard solution capability showcased by the service provider and its functionalities	15	9	Presentation by Service provider to NPS Trust
9	Site Visit	15	9	Site visit to their call centre facility will be undertaken by NPS Trust
<b>Grand Total (A+B+C)</b>		<b>100</b>	<b>60</b>	

- d. **Technical Score:** The final technical score shall be the summation of the criteria A and B evaluated as above and those who score minimum of **60** combined (i.e, **60** out of 100) will qualify for commercial bid evaluation. The bidder with highest marks will be awarded 100% and subsequently others bidders will also be awarded “Technical Score” relative to the highest technical marks for the final composite score calculation purpose;
- e. **Commercial Score:** The lowest commercial bid will be awarded 100% commercial Score. The commercial score of other bidders will be computed by measuring the commercial bids against the lowest commercial bid.
- f. **Composite Score:** The final selection will be done on a composite evaluation of the technical score and commercial score of the technically qualified service providers. The

composite evaluation criteria will be the Quality cum Cost Based System (QCBS) where the **Technical Score will get a weightage of 70% and the Commercial/Financial Proposal will get a weightage of 30%**;

- g. The first ranked service provider based on the QCBS methodology (in GeM portal) will be awarded the contract by NPS Trust. The selected service provider must confirm the acceptance of the award in writing within 7 days from the date of award. In case the first ranked service provider does not accept the offer within the stipulated timeline, the offer / award will be given to the next ranked service provider in the same process.
- h. In case for any reasons, the selected service provider backs out from the contract/fails to demonstrate delivery of services within 180 days (bid validity period) , NPS Trust reserves the right to validly award the contract to the next ranked service provider in the same process;
- i. The site visits for technical evaluation can be physical or online as per the discretion of NPS Trust.

## 8. Schedule of Implementation

The list of activities and tentative timelines to be adhered by the service provider for the project is indicated below.

**Table 6: Tentative Schedule of Implementation**

S.No	Activity	Implementation Phase (in days)		
		Milestones for Payment (% of total contract value)		
1	Study Phase	Agreement, Detailed Project Plan and Schedule	30	
2	Documentation completion	Business Requirement Documentation, Software Requirement Specification Document, Operating Manuals / SOP and other documentations;	45	
3	Infrastructure Deployment	Infrastructure, Manpower deployment	45	
4	Training	Training Activities, Training Manuals	45	
5	MIS	Report / MIS templates and customization requirements	60	
6	Quality and Testing	Quality assurance, dashboard testing and implementation of changes	90	

7	Operationalization	Operationalization of help desk	100	Monthly payment on submission of invoices
8	Go-Live sign-off	Go-Live sign-off	101	

The help desk service provider must implement this project in agile mode.

### 8.1. Operationalization of the help desk service

- i. Post acceptance of the award of contract by the service provider, the service provider to undertake a detailed gap study exercise with NPS Trust, which will form the base of the business requirement;
- ii. A Service Level Agreement is to be signed within 30 days from the date of acceptance of the award of contract by the service provider;
- iii. The service provider must provide the detailed project plan and schedule of implementation with NPS Trust on signing of the agreement. NPS Trust shall mutually discuss and agree on the project plan;
- iv. The service provider is expected to readily provide the Business Requirement Documentation, Software Requirement Specification Document, Operating Manuals and other documentations and close the same within 45 days from the date of acceptance of the award of contract by the service provider;
- v. The service provider is required to provide the report templates based on the gap study and finalize the report / MIS templates and customization requirements within 60 days from the date of acceptance of the award of contract by the service provider;
- vi. Parallely the infrastructure and manpower to be deployed by the service provider within 45 days from the date of acceptance of the award of contract by the service provider;
- vii. The training activities to be completed and training manuals are to be signed off by 45 days from the date of acceptance of the award of contract by the service provider;
- viii. The testing of the solution must be done by the service provider and reports must be provided to NPS Trust. NPS Trust will also assess the same and the service provider must implement the changes to ensure operationalization without impacting the timeline of go-live;
- ix. From 101<sup>st</sup> day onwards, the service provider to operationalize the help desk with manpower and infrastructure and start providing the SLA / MIS reports to NPS Trust.

## 9. Information Help Desk Service Level Requirements & Measurements

**Table 7: Service Level Requirements**

S.No	Parameter	Baseline Metrics	Metrics	Penalty*	Breach	Penalty*	Method of Measurement
1	Call Waiting Time with executives	> 95% calls to be attended within 30 secs	> 90% to < 95%	0.25%	< 90%	0.5%	MIS Reports

2	IVR Uptime	100%	>99 to <100%	0.25%	<99%	0.5%	MIS reports
3	Call Abandonment Rate	>99% of calls requesting for agent to be attended	>95% to <99%	0.25%	<95%	0.5%	MIS reports
4	Subscriber Feedback	> 90% in 5 Star rating	> 75% but < 90% in 5 Star Rating	0.25%	<75% in 5 Star Rating	0.5%	Feedback Reports
5	System / Dashboard Uptime (system availability)	>99.99%	< 99.99% but > 98.5%	0.25%	< 98.5%	0.5%	System Log Report
6	Attendance of help desk executives	100%	>99% but < 100%	0.25%	< 99%	0.5%	Attendance reports
7	MIS Report availability	>99.99%	> 92% but <95%	0.25%	< 92%	0.5%	MIS Reports
8	Resolution TAT	100% achievement of TAT defined by NPS Trust	>99% but <100%	0.25%	<99%	0.5%	MIS Reports
9	Token Lodge time	100% achievement of TAT defined by NPS Trust	>99% but <100%	0.25%	<99%	0.5%	MIS Reports
10	Token Response Time	100% to be responded within TAT prescribed by NPS Trust	-	-	Beyond TAT	0.5%	MIS Reports
11	Call Quality Score (CQS)	>95% achieving the CQS mutually agreed with NPS Trust	>90% but <95%	0.25	<90%	0.5%	MIS Reports

\* Penalty in % of the monthly billed value (excluding GST) per month for the said parameter.

## 9.1.Definitions



- i. Call waiting time: The time an inbound call is put on hold before it is answered by the help desk executive;
- ii. Call Abandonment: Percentage of inbound calls to a call centre that are unattended despite the caller requesting for assistance of executive;
- iii. Subscriber Feedback: The feedback rating given by the subscribers post call or IVR based resolution on a scale of 1 to 5 (1-Very Poor, 2-Poor, 3-Satisfactory, 4-Good, 5-Very Good);
- iv. Token Lodge time: From the receipt of query or grievance, the time within which it is lodged in CGMS system (Token is generated on lodge in CGMS);
- v. Token Response Time: From the time of lodging, the time within which the response is provided by the help desk executive in CGMS;
- vi. Call Quality Score: Call Quality Score are measured by recording and analyzing customer service calls in order to measure to effectiveness and performance of the operation. The selected service provider to frame a call quality score matrix in discussion and mutual agreement with NPS Trust post awarding of work order.

## **9.2. Non-compliance to the Service Level Requirements**

- i. NPS Trust will be entitled for a compensation in case any of the above SLA metrics is breached. In case NPS Trust has sought compensation from the service provider for three months in a row, then NPS Trust may take necessary steps to terminate the contract on the basis of non-performance in the subsequent months as deemed fit;
- i. NPS Trust may assign an external / independent auditor/itself for audit of the performance of the service provider or assign any of its authorized officials to check the service levels and the helpdesk service provider shall fully cooperate in and facilitate such audit, both virtual and on-premises audit at the location of the help desk. The periodicity of audit shall be as decided by NPS Trust;
- ii. The overall penalty per month will be maximum of 10% of the monthly billed amount;
- iii. The service provider can claim back the penalties deducted under a particular category for a month by improving the performance over the two successive months.

## **10. General Terms and Conditions**

- i. All pages of this RFP document must be duly signed and sealed in all pages and submitted. The selected service provider shall execute a service level agreement with NPS Trust;
- ii. The bid submitted/uploaded by the service provider, as well as all correspondence and documents relating to the bid will be in English language and in GeM portal. The currency of bid and payment shall be only in Indian Rupees;

- iii. 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;
- iv. 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;
- v. 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;
- vi. The selected service provider will be paid according to the services implemented and provided to NPS Trust accordingly;
- vii. The bidder should not be under liquidation or bankruptcy;
- viii. The bidder should not have been blacklisted in the past by any BFSI Institution, PSU / Government organizations / Regulator / State / Central Govt. The bidder should have in-house capability for Customer Relationship Management applications, Software Developments, Applications / Gateway integrations etc.;
- ix. Bidder should be having presence of the premises physically in India and must be operating in India from at-least 2 sites;
- x. **Pre-Bid Queries:** For any pre-bid queries, the prospective bidders may write to NPS Trust at [ashish.kumar@npstrust.org.in](mailto:ashish.kumar@npstrust.org.in) and / or [suresh.g@npstrust.org.in](mailto:suresh.g@npstrust.org.in) with subject line “**RFP - Selection of Service Provider for Subscriber Help Desk Service to NPS Trust**” in the format as given below within the stipulated timeline 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 the stipulated timeline will not be considered;

**Table 8: Pre-Bid Format**

Sl. No.	RFP Document Page and Clause number	Query

- xi. The pre-bid meeting is held physically on the stipulated date and time at National Pension System Trust, Tower B, B 302, Third Floor, World Trade Center, Nauroji Nagar, New Delhi 110029.
- xii. This RFP document neither constitutes nor should be interpreted as any offer or invitation for selection / appointment;
- xiii. 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;

- xiv. 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;
- xv. 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;
- xvi. Bidder to work closely with NPS Trust's staff and abide by the directions issued by NPS Trust from time to time;
- xvii. 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;
- xviii. The selected service provider(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;
- xix. In the process of examination, evaluation and comparison of the proposal, NPS Trust may, at its discretion, ask service provider (s) for clarification of its proposal which the service provider will be obliged to furnish in writing failing which its bid is not liable to be evaluated. The service providers are expected to respond/provide the information/clarifications within the stipulated time. Failure to provide the information may lead to disqualification of the service provider;
- xx. By acceptance of this document, the service providers 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;
- xxi. 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 <https://www.npstrust.org.in>;
- xxii. In case the service provider 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 service provider vide mail [ashish.kumar@npstrust.org.in](mailto:ashish.kumar@npstrust.org.in) & [suresh.g@npstrust.org.in](mailto:suresh.g@npstrust.org.in). The mail request should be sent at-least before 3 days from the date of presentation. Any other request received after that shall not be considered;

- xxiii. 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 requirements;
- xxiv. 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.
- xxv. 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;
- xxvi. NPS Trust reserves the right, at any time and without advance notice, to change the procedure for selection of the service provider, 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;
- xxvii. The appointed service provider(s) accepts to comply with and abide by such instructions and directions that NPS Trust may issue from time to time;
- xxviii. 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.
- xxix. Audit & Inspection of the operations: To ensure compliance, quality, and performance standards are maintained by the service provider, NPS Trust reserves the right to conduct regular and ad-hoc audit of the help desk operations. The audit and inspection may be conducted by NPS Trust's internal audit team or by an independent third-party auditor appointed by NPS Trust. The outsourced help desk shall be required to cooperate fully with audit activities and provide access to all necessary documentation, records, and personnel.
- xxx. Labour Laws of India: The staff deployed by the service provider will neither have any kind of employment or relationship with NPS Trust nor will claim any employment with NPS Trust. The service provider at any given point of time must follow the labor laws laid down in India strictly. Any deviation in this regard will lead to termination of the contract. Commercial proposal below minimum wages as stipulated in the labor laws will also lead to disqualification from the bid.
- xxxi. **Bid Validity** - 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;
- xxxii. **Confidentiality** - The selected service provider shall be liable to maintain secrecy and confidentiality of all the information / data / operations, etc. of the NPS Trust and the CRA and in relation to the work undertaken by it. The selected service provider 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 service provider will enter into a **Non-Disclosure Agreement** with NPS Trust which is enclosed in the Annexure VI;

xxxiii. The service provider warrants that:

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

xxxiv. Service provider to attend the meetings with Board of Trustees and management when called for. No separate expenses of boarding and lodging will be paid on account of such meetings;

xxxv. Any form of canvassing / lobbying / influence / query regarding short listing, status, etc. under the present tender, shall be a direct disqualification from the selection process;

xxxvi. The person(s) signing the bid documents should be authorized and shall affix their initials with seal on all pages of the bid;

xxxvii. The name, logo, design and other proprietary rights of the NPS Trust is solely the property of NPS Trust and in no case the service provider shall use the same;

xxxviii. The service providers must disclose the details of any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest. Where service providers 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;

xxxix. **Indemnity** - The selected service provider (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;

xl. **Sub-Contracting** - The selected service provider shall not, without the prior written consent of NPS Trust, assign or transfer or sub-contract 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 service provider, any of its rights or obligations under present tender document and award of work thereto or any part, share or interest therein. All the obligations under the agreement will be performed by the selected service provider and is not permitted to be assigned;

- xli. 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;
- xlii. The technical and commercial bids are required to be disclosed separately. In the event, the commercial bid is disclosed along with the technical bid, the said bidder will be liable for disqualification without any recourse from the bidding process by NPS Trust.
- xliii. Bidder to ensure the software solution proposed by them should comply with all the IT and cloud policies of NPS Trust, failing which they shall be liable to replace the solution at no additional cost to NPS Trust;
- xliv. The selected service provider to store data only on **MeitY empaneled cloud service provider** holding valid STQC certificate;
- xlvi. NPS Trust reserves the right to modify, extend the date, change the terms of RFP and decision of NPS Trust will be final;
- xlvi. The commercial proposal / bid quoted for this project shall include all costs excluding GST and no other expenses shall be admissible. 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 service provider.
- xlvi. **Performance Guarantee (PG)**
  - a. The selected service provider shall deposit with NPS Trust within fourteen (14) days from the award of work, an unconditional and irrevocable **Performance Guarantee (PBG), amounting to 5% of the total 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 fulfillment of the work. .
  - b. The PG 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 service provider;
  - c. In the event of the service provider being unable to service the contract for whatever reason, or breaches the terms and conditions of the RFP, NPS Trust shall be entitled to invoke / forfeit the PG. NPS Trust reserves the right to forfeit the Performance Guarantee in the event of failure of the selected service provider to perform all or any of the agreed terms without any prior notice, besides

other remedies available to NPS Trust. Notwithstanding and without prejudice to any rights whatsoever of NPS Trust under the contract, the proceeds of the PG shall be payable to NPS Trust as compensation for the service provider's failure to perform/comply with its obligations under the contract.

xlvi. 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 Indian Penal Code, 1860 or the Bharatiya Nyaya Sanhita, 2023;
- b. Will not enter into any undisclosed agreement or understanding with the other service providers with respect to the prices, specifications, certifications, subsidiary contracts etc.
- c. Have not sold the same services somewhere else at prices lower than the bid price for the same scope;
- d. Have not made any payment to any third party or agent or broker for the purpose of this bid;
- e. 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.

xlix. The service provider 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 Practice** – 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 Practice** – 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 Practice** – 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 service providers, 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 practice** – 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:
  - A. Controlling partners in common; or
  - B. Receiving or have received any direct or indirect subsidy / financial stake from any of the other service providers; or
  - C. Have the same legal representative / agent for the purpose of this bid; or
  - D. 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 service provider; or

- E. Service provider 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
  - F. In case of a holding company having more than one subsidiary / sister concern having common business ownership / management, only one of them can bid. Service providers to declare such sister / common business / management in same / similar line of business;
- f. **Obstructive Practice** – 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;
- l. 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 service provider s agree to be liable of punitive actions such as cancellation of contract at 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;
- li. NPS Trust may, at its sole discretion and at any time, terminate the award of work with the successful service provider (s) by giving a month’s notice, and inform the service provider (s) of NPS Trust’s decision by written instructions to that effect. In the event of termination, the selected service provider (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;
- lii. **Force Majeure** - Any failure or delay by selected Service provider (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 service provider, will not amount to non-performance of the assignment. However, the selected service provider 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;
- liii. **Governing Laws/Jurisdiction/Arbitration:** Any dispute/ difference in relation to the process for selection of the service provider under this tender 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;



- liv. **Contract Period** - NPS Trust intends to award the contract to the successful service provider for a period of **2 years** from the date of signing of the contract, which may be **extended** at the sole discretion of NPS Trust for another period of **1 year** on the same terms and conditions;
- lv. **Termination** – NPS Trust reserves the right to cancel the contract of the selected service provider and recover expenditure incurred by NPS Trust if the progress regarding execution of the contract, made by the selected solution provider is found to be unsatisfactory for any reason. After the award of the contract, if the selected service provider does not perform satisfactorily or delays execution of the contract, NPS Trust reserves the right to get the balance contract executed by another party of its choice by giving **1 months’ notice** for the same. In this event, the selected solution provider is bound to make good the additional expenditure, which NPS Trust may have to incur to carry out bidding process for the execution of the balance of the contract. NPS Trust reserves the right to recover any dues payable by the selected solution provider from any amount outstanding to the credit of the selected solution provider, including the pending bills and/or invoking Performance Security Deposit, if any, under this contract. Failure of the successful service provider to agree with the Terms and conditions of the RFP and the contract shall constitute sufficient grounds for the termination of the contract, in whichever, NPS Trust may award the contract to the next highest ranked service provider or call for new proposals at its discretion;

lvi. **Terms of Payment**

- a. No advance payment will be considered;
  - b. The amount quoted in the commercial proposal by the successful service provider shall be paid by NPS Trust on a monthly basis based on fulfilment of service level parameters from the **date of respective completion & successful operationalization and go-live of the subscriber Help Desk** and on providing continued service without any service deficiency. The service provider should raise monthly invoice to NPS Trust along with the due reports;
  - c. Payment will be made through electronic transfer of funds to the bank account of the service provider. The service provider shall submit the invoices to NPS Trust complete in all respects, along with the desired reports at the end of each month, for necessary settlement. The invoice is to be addressed to **“The General Manager, National Pension System Trust, B 302, Tower B, World Trade Center, Nauroji Nagar, Delhi 110029”**;
  - d. Goods and Services Tax shall be paid as applicable and as per actuals. Payment shall be done after deduction compensation / penalty for non-compliance to service level requirements, if any;
  - e. The payment will be done strictly as per the commercial proposal. The service provider shall raise quarterly invoice based on the yearly cost quoted by the service provider. Payment shall be released within 30 days from the date of raising of invoice;
  - f. The service provider shall start raising invoice only post successful implementation of the help desk.
- lvii. **Rights over the deliverables and Intellectual Property Rights** - The ownership of all the data, and information generated during the course of this engagement in terms of the RFP and under the contract between the parties shall vest with NPS Trust and no part of this data/information would be used in any manner by the Information Helpdesk Service Provider

for any other purpose/use. Further all documents submitted by the service provider along with bid and during the presentation shall be the exclusive property of NPS Trust which shall not be returned back to the service provider. The service provider shall maintain utmost confidentiality and shall not disclose/part with any deliverables created for the purpose of this agreement/ information received by it from NPS Trust to any third party either for commercial or for any other purpose and shall maintain strict confidentiality with respect to such information, as maybe specified in the contract with NPS Trust, failing which it shall be held liable;

- lviii. **Statutory Compliances:** The selected service provider, 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 stipulated by the statutory, regulatory, legal bodies and the Government of India. The selected service provider must ensure compliance to TRAI regulations, DPDP Act, DND guidelines, compliance to labor laws, taxation laws, government laws and compliance related to software licenses and IT Act in India 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 service provider or any of its employees, agents, servants etc.;
- lix. Any development / changes required during the contract period as a resultant of any regulatory / statutory changes, the same shall be implemented by the service provider at no additional cost to NPS Trust;
- lx. Bidder shall obtain the consent of the subscriber before answering the caller's request in accordance with DPDP Act, in such manner as may be prescribed by NPS Trust;
- lxi. The timelines and processes to be adhered shall be detailed in the time of Business Requirement Documentation discussion;
- lxii. **Vicarious liability of the service provider:** The service provider agrees that the help desk executives, project lead, quality analyst, contractors, agents deployed by the service provider to perform the obligations under this Agreement, the service provider shall be vicariously liable for their actions, omissions, or negligence and shall indemnify NPS Trust against any resulting claims, losses, or damages arising therefrom;
- lxiii. **Non-Solicitation of Employment in NPS Trust by service provider and its employees:** The service provider further agrees that the service provider shall not solicit any employee or staff on direct contract or through manpower agency of NPS Trust or any employee or staff on direct contract or through manpower agency who has ceased as such for a period of two years to work for the service provider during the term of this agreement;
- lxiv. **No Principal-Agent Relationship:**
  - a. The parties expressly agree that the relationship between NPS Trust and the service provider including their respective employees, agents, or subcontractors, is that of independent contractors. Nothing in this agreement shall be construed to create a principal-agent relationship between the NPS Trust and the service provider;
  - b. No binding relationship of any nature, whether principal or agent or otherwise shall exist between any of the bidders and NPS Trust until issuance of letter of award of work;
  - c. The service provider agrees not to represent any form of principal-agent relationship with NPS Trust in its dealings with third parties or in any communication, unless specifically

authorized in writing by NPS Trust; The service provider expressly agrees and acknowledges that it shall be fully liable without any limit for any direct, indirect, consequential, or incidental losses, damages, or liabilities suffered by the NPS Trust arising out of or in connection with the service provider's actions, omissions, negligence, or breach of the SLA under this RFP;

**lxv. Compliance of data by the service provider:**

- a. The service provider agrees to process and handle all the personal data (data), including personal information provided by the subscribers / general public and NPS Trust in compliance with the provisions of the Digital Personal Data Protection (DPDP) Act, 2023 and any applicable law, rules, regulations, or guidelines issued thereunder;
- b. The service provider shall ensure data is handled solely for the purposes specified under this Agreement and in accordance within the scope granted by NPS Trust;
- c. The service provider shall retain the data only for the duration necessary to fulfil its contractual obligations under this Agreement. Upon completion of the work or termination of this Agreement, the service provider shall delete or return all data to NPS Trust including any backups created by the service provider (if any created);
- d. The service provider shall not share, disclose, or transfer the data to any third party, except with the prior written consent of the NPS Trust;
- e. In the event of any unauthorized access, disclosure, or breach of data, the service provider shall immediately inform NPS Trust about the breach;
- f. The service provider shall bear full responsibility for any penalties, fines, or other actions imposed by regulatory authorities under the DPDP Act due to the service provider's failure to adhere to its obligations under this agreement and applicable law. Such penalties shall not limit or reduce the service provider's liability toward the NPS Trust or its subscribers.

**lxvi. Warranties on Termination / Completion of work:**

- a. **Warranties on Completion of Work:** Upon completion of all obligations under this Agreement, the bidder warrants that:
  - A. All the work delivered to NPS Trust complies with the agreed specifications, terms and conditions outlined in this Agreement;
  - B. The work has been performed diligently, professionally and in accordance with applicable laws, regulations, and industry best practices.
  - C. It shall delete or return all the data to NPS Trust including any backups created by the service provider (if any created);
- b. **Warranties on Termination of agreement:** In the event of termination of this Agreement, the bidder warrants that:
  - A. All the work completed up to the date of termination shall meet the agreed standards and specifications;
  - B. IT 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;
  - C. It will ensure the secure deletion or return of any data or confidential information belonging to the NPS Trust, as directed by the NPS Trust;
  - D. 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;

E. It will provide reasonable assistance and respond to any queries related to the completed work for a period of 6 months after termination or completion, without additional cost to NPS Trust;

- lxvii. **Indemnification:** The service provider 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 court cases or claims arising from any third party on account of any violation/potential violation on the part of the service provider or any of its employees, agents, servants etc.
- lxviii. MSMEs / Start-ups claiming exemption from the criteria of turnover, net-worth and experience, subject to meeting the other technical specifications, may submit the necessary documents in support of the claim. NPS Trust shall at its discretion grant exemption based on the same as deemed fit;
- lxix. The bid document shall be submitted by the bidder duly signed and authenticated in all pages of the document. Data must be submitted in the due format of annexures given in this document. In case of any changes in the format or material alteration of the document, the bid shall be summarily rejected;
- lxx. With regards to the RFP, the decision of NPS Trust shall be final and binding;
- lxxi. While submission of the bid, the bidder shall ensure to enclose a covering letter with all the list of documents to ensure proper submission.



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

### **1. NPS**

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

### **2. APY**

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

### **3. NPS Vatsalya**

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

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

The National Pension System Trust shall undertake activities for implementation of Unified Pension Scheme, including:

- 4.1 Receipt and verification of UPS Payout Order issued by the Pay and Accounts Officer of the Central Government and authorizing payment of benefits;
- 4.2 Periodic instructions to Central Recordkeeping Agency to release applicable dearness relief;
- 4.3 Verification and authorization of life certificate;
- 4.4 Authorizing transition of assured payout to legally wedded spouse, upon demise of the UPS subscriber;
- 4.5 Segregation of Unified Pension System scheme accounting;
- 4.6 Concurrent audits of assured payout from pool corpus and its monitoring for Asset-Liability Management;
- 4.7 Ensure coordination • among intermediaries and other entities implementing Unified Pension Scheme and monitoring such activities;
- 4.8 ensure adequate and timely reporting to the Authority and the Central Government as may be required; and
- 4.9 Any other functions and activities instructed by PFRDA.

## **Annexure II - Code of Conduct for Help Desk Executives**

The purpose of this Code of Conduct is to ensure that all help desk executives adhere to the highest standards of professionalism, ethics, and customer service. This document outlines, but not limited to the expected behavior and responsibilities of all executives to maintain a positive and effective work environment.

### **1. Professionalism**

- 1.1. **Politeness and Respect:** Always address customers politely and show respect in every interaction, regardless of the customer's attitude.
- 1.2. **Language:** Use clear and professional language. Avoid slang, jargon, or inappropriate language.
- 1.3. **Appearance:** Maintain a professional appearance, as it reflects the organization's values and standards.

### **2. Communication**

- 2.1. **Active Listening:** Pay attention to the customer's needs and respond appropriately. Avoid interrupting the customer.
- 2.2. **Clarity and Accuracy:** Provide clear and accurate information to customers. Confirm the customer's understanding when necessary.
- 2.3. **Tone of Voice:** Use a friendly, calm, and confident tone. Avoid sounding impatient, annoyed, or indifferent.

### **3. Confidentiality**

- 3.1. **Data Protection and Security:** Ensure customer information is kept confidential and secure. Do not share data outside or with unauthorized individuals.
- 3.2. **Compliance:** Adhere to all company policies and legal requirements regarding data protection and privacy.

### **4. Problem-Solving**

- 4.1. **Empathy:** Show empathy towards customers' issues and concerns. Understand their perspective and respond with compassion.
- 4.2. **Solutions-Oriented:** Focus on finding solutions to customer problems. Take ownership of the issue until it is resolved.
- 4.3. **Escalation:** Know when to escalate issues to higher authorities when the situation requires it.

### **5. Time Management**

- 5.1. **Efficiency:** Handle calls efficiently without compromising on the quality of service.
- 5.2. **On-Time Attendance:** Adhere to scheduled shifts and breaks. Inform supervisors promptly in case of any delays or absences.
- 5.3. **Follow-Up:** Ensure timely follow-up on any pending issues or customer requests.

## 6. Compliance and Ethics

- 6.1. **Adherence to Policies:** Follow all company policies, procedures, and guidelines strictly.
- 6.2. **Ethical Behavior:** Maintain the highest standards of ethical behavior. Avoid any form of misconduct or dishonesty.
- 6.3. **Reporting Misconduct:** Report any observed unethical behavior or violations of company policies promptly to the appropriate authorities.

## 7. Continuous Improvement

- 7.1. **Training:** Participate in regular training and development sessions to enhance skills and knowledge.
- 7.2. **Feedback:** Welcome feedback from customers and supervisors to improve performance.
- 7.3. **Self-Improvement:** Strive for continuous self-improvement in both professional and personal capacities.

Adhering to this Code of Conduct is essential for maintaining the integrity and reputation of NPS Trust and for contributing to a positive and productive work environment.



### **Annexure III - Details of the Service Provider**

1. Name:
2. Date of Incorporation and / or Commencement of business:
3. Certificate of Incorporation:
4. Brief description of the service provider including details of its main line of business:
5. Company website URL:
6. Company PAN Number:
7. Company GSTIN Number:
8. EPFO Regn Number:
9. ESIC Regn Number:
10. Particulars of the Authorized Signatory of the service provider:
  - i. Name:
  - ii. Designation:
  - iii. Address:
  - iv. Phone Number (Landline): +91
  - v. Mobile Number:
  - vi. Email Address:
11. Conflict of interest, if any:
12. References of other clients / sites where help desk of the client is operated by the bidder:

We hereby declare that,

- i. We have not been blacklisted / debarred by any financial Institution, PSU / Government organizations / Regulator / State / Central Govt. We hereby declare that, we have not withdrawn any bid after being awarded the contract;
- ii. We are not under liquidation or bankruptcy;
- iii. There are no overdue of the entity to any organization or bank and we have not defaulted any loan payments to any financial lender registered in India or abroad;
- iv. We do not have any legal, civil, criminal, taxation and other cases pending against us that may have an impact affecting or compromising the delivery of services required;
- v. We are having presence of the premises physically in India and are operating in India from at-least 2 sites.

It is also understood that if this declaration is found to be false in any particular, NPS Trust shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

The below documents are hereby submitted by us towards the said RFP for your consideration.

<b>Sl.no</b>	<b>Criteria</b>	<b>Supporting Documents to be submitted by the service providers</b>	<b>Submitted(Yes/No)</b>

1	Shall be a registered company in India under the Companies Act or a Registered Partnership under the Partnership Act, 1932 or a Limited Liability Partnership under Limited Liability Partnership Act, 2008 and operating in India for the past seven years. Proposals from consortiums would not be entertained for this purpose. The service provider must have a valid PAN, GST, EPF & ESIC registration.	Self Certified copy of Certificate of Incorporation / Registration, MOA, AOA or Registered Partnership Deed and PAN card, GST, EPF, ESIC registration copy.  Self certified copy of OEM/ MeitY empaneled Cloud service provider authorization for the required solution	
2	Should be operating a call centre business or providing business process outsourcing / ITES enabled services for last 5 years and should be offering the services for at-least 2 BFSI Institutions and for at-least 1 Govt. organization (Govt. Departments /Central, State PSUs/PSBs /Autonomous Bodies/ Regulators) during the last 3 years as on the date of submission of bid.	Self-Certified copy of Work orders and/or Agreement copy for the preceding 5 years (FY 2019-20 to 2023-24)	
3	Shall have net profits in at least three out of the previous five financial years (FY 2019-20 to 2023-24).	CA certificate in this regard.	
4	The average yearly gross turnover of the bidder from businesses in India shall not be less than Rs. 30 crores in the last 3 financial years (FY 2021-22 to 2023-24)	CA certificate mentioning average yearly gross turnover for the last 03 Financial Years (FY 2021-22 to 2023-24)	
5	Shall have an average positive net worth in the last 3 financial years (FY 2021-22 to 2023-24)	CA certificate in this regard	
6	Should have handled at-least 50 call centre seats for any of the clients in the last 3 years (FY 2021-22 to 2023-24)	Self-certified copy of the work order / supporting document	
7	Should be capable of providing call centre services in multiple Indian languages and currently serving clients in at least five or more languages in the past one year viz. Hindi, English and any 03 regional languages	Self-Certified copy of Documentary proof/ project agreement illustrating multilingual services being provided	

<b>S.No.</b>	<b>Document</b>	<b>Submitted (Yes / No)</b>
1	RFP document duly authenticated in all pages	
2	Annexure II - Code of Conduct for Help Desk Executives	
3	Annexure IV – Format for Submission of Commercial Proposal	
4	Annexure – V - Profile of the Project Lead	
5	Annexure VI - Non-Disclosure Agreement	

Name & Signature of authorized signatory  
Seal of Company with date

#### Annexure IV - Format for Submission of Commercial Proposal

S.No	Particulars	Unit cost per year (₹) (A)	Number of Resources Required (B)	Total Cost for Year 1 (₹)	Total Cost for Year 2 (₹)	Total Cost for Year 3 (₹)
1	Cost of Subscriber helpdesk executive including the infrastructure cost		10			
2	Cost of Quality Analyst		1			
3	Cost of Project Lead		1			
4	Total Cost of implementation (1+2+3):					
5	Total Cost in ₹ for 3 years in amount:					
6	Total Cost in ₹ for 3 years in words:					

- i. The bid price must be in absolute numbers (without any decimal figures) and must not be depicted in any abbreviated form;
- ii. The bid price must be exclusive of GST. The upward and downward revision of GST shall be applied on NPS Trust. The bid price quoted must be unconditional;
- iii. The price quoted must be inclusive of all the required IT / Telecom infrastructure to be provided by the service provider. No separate cost will be provided towards the IT infrastructure;
- iv. The final cost in row “5” will be taken for commercial proposal evaluation;
- v. In case of differences between total cost (5) in amount and words (6), the total cost in words (6) shall be taken for evaluation;
- vi. In case of any corrections in commercial proposal, the bid shall be disqualified;
- vii. No out of pocket expenses, incidental cost shall be admissible;
- viii. At any stage of implementation, NPS Trust reserves the right to de-scope the requirements and the number of executives and the corresponding cost quoted in commercial bid towards the same shall be deducted;
- ix. NPS Trust reserves the right to avail all or any of the services in full or in part as submitted by the service provider towards this bid;
- x. NPS Trust reserves the right to avail the number of Help Desk executives as per its requirement and the payment shall be in pro-rata accordingly. In case the resources are not available for the full month, NPS Trust shall make the payment on pro-rata basis;
- xi. NPS Trust reserves the right to compare / benchmark the change request rates with the available resource rates, modify and mutually negotiate the change request price with the selected service provider before finalization of the contract;
- xii. We declare that the bid price quoted is not below the minimum wages.

#### Change Request cost:

Resource	Unit cost in ₹ per month
Cost of Subscriber helpdesk executive (unit cost per resource)	
Cost of Quality Analyst	
Cost of Project Lead	
Activity	Unit cost in ₹ per day

Man-day cost for the development of custom software capabilities / requirements in future	
---	--

Place: .....

Date: .....

Name & Signature of authorized signatory

Seal of Company with date

### Annexure V - Profile of the Project Lead

S.No	Profile	Response								
1	Name of the Project Lead									
2	Mobile Number									
3	Official Email ID									
4	Employee number									
5	Educational Qualification									
6	Work Experience background									
7	Trainings and Certifications obtained									
8	Membership of any professional association									
9	Languages Known	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Language</th> <th style="width: 40%;">Good / Fair / Poor</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Language	Good / Fair / Poor						
Language	Good / Fair / Poor									
10	Past projects handled brief									

\* Pl enclose his / her employee ID copy along with the bid

Name & Signature of authorized signatory  
Seal of Company with date

## **Annexure VI – Non-Disclosure Agreement**

### **(Non-Disclosure Agreement)**

(Between the selected service provider 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 itsregistered/corporate office at ..... <Address of the Firm>  
(herein referred to as “Service Provider” which expression shall unless repugnant to the context  
or meaning thereof, includes its successors) of the second part

In this Agreement, “NPS Trust” and “Service Provider” 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 Service Provider for acting as \_\_\_\_\_ for \_\_\_\_\_ at NPS Trust period  
of \_\_\_\_years (“**Authorised Purpose**”).

B. The Authorised Purpose requires disclosure by the Parties to the Receiving Party of information  
that is deemed Proprietary / Confidential by the “Disclosing Parties”. The information shall be  
disclosed for the Authorised Purpose in accordance with the Trust Deed dated 27.02.2008 read  
with PFRDA (NPS Trust) Regulations, 2015 and its amendments from time to time along with  
circulars, guidelines etc.

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

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

The term “Confidential Information” shall include, without limitation, all information and  
materials, furnished by either Party to the other in connection with the Authorised Purpose

including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property. Results of any audits, tests, analysis, extracts or usages carried out by the Service Provider 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, Service Provider affirms that it shall:

- (a) Use the Confidential Information as necessary only in connection with the Authorised Purpose and in accordance with the terms and conditions contained herein;
- (b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the confidentiality of its own proprietary and confidential information and that of its other clients;
- (c) Not to make or retain copy of any details of the information, business or marketing plans, subscriber lists, proposals developed by or originating from NPS Trust or any of the intermediaries under the NPS architecture.
- (d) Not to make or retain copy of any details of results of any audits, tests, analysis, extracts or usages carried out by the Service Provider 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 Service Provider 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 Service Provider and NPS Trust or the nature of services to be provided by Service Provider 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:** Service Provider shall have the burden of proving that any disclosure or use, inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions. The obligation to prove that the information is not confidential will also be on the Service Provider.
4. **Permitted disclosure of information:** The Service Provider 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 Service Provider may share information with Government entities, if mandated, under the law as and when called upon to do so by such agencies with prior written information to NPS Trust.
5. **Exceptions:** The Confidentiality obligations as enumerated in para 2 of this Agreement shall not apply in the following cases:
  - (a) Which is independently developed by Service Provider or lawfully received from another source free of restriction and without breach of this Agreement; or
  - (b) After it has become generally available to the public without breach of this Agreement by Service Provider; or
  - (c) Which at the time of disclosure to Service Provider was known to such party free of restriction and evidenced by documents in the possession of such party; or
  - (d) Which NPS Trust agrees in writing is free of such restrictions.
  - (e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
6. **Remedies:** Service Provider acknowledges that any actual or threatened disclosure or use of the Confidential Information by Service Provider would be a breach of this agreement and may cause immediate and irreparable harm to NPS Trust or to its subscribers; Service Provider 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, Service Provider acknowledges that in the event of such a breach, NPS Trust shall be entitled to specific performance by Service Provider of its obligations contained in this Agreement. In addition Service Provider 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' fees which it or they may incur in connection with defending its interests and enforcement of contractual rights arising due to a breach of this agreement by Service Provider. 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:** Service Provider shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees and/or consultants of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of NPS Trust. No information relating to NPS Trust shall be hosted or taken outside the country in any circumstances.
8. **Intellectual Property Rights Protection:** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by NPS Trust to the Service Provider.
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 on behalf of each of the parties by their respective duly authorized officers or representatives.
14. **Binding Agreement:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. **Severability:** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
16. **Waiver:** Waiver by either party of a breach of any provision of this Agreement, shall not be deemed to be waiver of any preceding or succeeding breach of the same or any other provision hereof.
17. **Survival:** Both parties agree that all of their obligations undertaken herein with respect to

Confidential Information received pursuant to this Agreement shall survive till perpetuity even after expiration or termination of this Agreement.

18. **Non-solicitation.** During the term of this Agreement, the Service Provider 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 Service Provider is found in breach of the agreement, without incurring any penalties to NPS Trust. NPS Trust reserves the right to terminate the present agreement if the Service Provider 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 Service Provider. In the event of such termination, an amount proportionate to the services rendered by the Service Provider will be paid to the Service Provider. 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 Service Provider.

**20. Dispute Resolution:**

- (a) The parties agree to resolve all disputes, if any, arising under the present agreement, through negotiation, in good faith and using their best endeavours. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.
- (b) Disputes unresolved, if any, arising between two parties shall be settled by way of arbitration, to be conducted under the provisions of the Arbitration and Conciliation Act, 1996, as amended, by a sole arbitrator to be appointed with the consent of both the parties. The arbitration proceedings shall be conducted at New Delhi only. The cost of arbitration shall be borne equally between the parties. Any further proceedings arising out of or in relation to such arbitration proceedings or any other legal proceedings which either party to this contract may wish to initiate against the other, shall be instituted subject to exclusive jurisdiction of courts at New Delhi only.
21. **Term:** This Agreement shall come into force on the date of its signing by both the parties and shall be valid up to \_\_\_\_\_
22. **Notices:** Any notice given under this agreement shall be in writing and may be served through e-mail and by speed post at the addresses of the respective parties as listed below:

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

Service Provider  
\_\_\_\_\_

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 Service Provider  
(Name and designation of authorized signatory)

.....

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

.....

WITNESSES:

1.

2

\*\*\*\*\*