



**Request for Proposal (RFP) for selection of Consulting
Agency for Design and Development of Business
Continuity Management System at NPS Trust**

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

29th May 2026

Proposal Number - NPST/35/1/2026 - ERM



NATIONAL PENSION SYSTEM TRUST (NPS TRUST)

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

Reg: Proposal for selection of Consulting Agency for Design and Development of Business Continuity Management System at NPS Trust

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling National Pension System (NPS) Trust to select consulting agency for design and development of Business Continuity Management System. NPS Trust invites proposals from eligible consulting agencies having relevant experience in BCM design and development. Interested bidders should be able to fulfill the eligibility criteria and comply with all technical and commercial requirements specified in this RFP. The bidder must also agree to all terms and conditions mentioned herein.

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

Interested agencies must submit their proposals on or before 19/06/2026 .

After completion of the RFP process and approval by the competent authority, the consulting agency shall be selected and engaged by NPS Trust for providing consultancy services related to the design and development of the Business Continuity Management (BCM) System at NPS Trust.

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

Thanking you,

Yours sincerely,

General Manager

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1. Introduction

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

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

2. Objectives

- i. To establish a structured Business Continuity Management (BCM) framework to identify, assess and manage potential disruptions impacting the operations of NPS Trust.
- ii. To ensure preparedness for continuity of critical functions, processes, and services during disruption scenarios.
- iii. To define clear recovery priorities, including recovery time objectives (RTO) and Recovery Point Objectives (RPO), for critical operations and systems.
- iv. To strengthen the Trust's resilience by developing standardized policies, procedures, and continuity strategies aligned with regulatory expectations and recognized industry practices.
- v. To enhance organizational readiness through clearly defined roles, responsibilities and communication protocols during disruptions.
- vi. To safeguard stakeholders confidence by ensuring continuity of essential services and protection of the Trust's operational integrity.

3. Important Dates

Details	Important Calendar days
Date of availability of RFP Document	29/05/2026
Last date for receiving pre-bid queries	05/06/2026 (15:00 hrs)
Date of pre-bid meeting online / at NPS Trust office	08/06/2026 (15:00 hrs)
Pre-bid query clarification / issue of corrigendum by NPS Trust	10/06/2026 (15:00 hrs)

Last Date and Time for submission of bids	19/06/2026 (15:00 hrs)
Opening of bids	22/06/2026 (16:00 hrs)
Shortlisting of the agency based on document submission for presentation	29/06/2026 (16:00 hrs)
Presentation by shortlisted agency	03/07/2026 (10:00 hrs onwards)
Announcement of Results	06/07/2026 (16:00 hrs)

The above timelines are tentative and NPS Trust reserves the right to change the timelines as per its requirement.

4. Scope of Work

The selected consulting agency shall assist NPS Trust in the design and development of a Business Continuity Management (BCM) policy and a business continuity and disaster recovery (BCP-DR) plan applicable across all departments, functions, and operations of NPS Trust. The framework shall be developed in alignment with regulatory expectations and recognized industry best practices in business continuity and operational resilience.

The scope shall cover the Corporate Office premises located at World Trade Center, Tower B, 3rd Floor, B-302, Nauroji Nagar, New Delhi – 110029, the Regional Office located at 8th Floor, IFCI Tower, 61 Nehru Place, New Delhi- 110019, and the Mumbai Office premises of NPS Trust (as soon as the same is operationalized).

The BCM framework shall encompass people, processes, infrastructure, technology, and internal communication systems ensuring preparedness and continuity of critical operations during disruption scenarios.

The consultant shall, inter alia, undertake the following activities:

- i. Identify and document all functional areas, business processes, and activities to be covered under the BCM framework and define the scope of the BCM program for NPS Trust;
- ii. Conduct a comprehensive Gap Assessment of the existing business continuity arrangements and submit a detailed gap analysis report along with a recommended roadmap for adoption of the BCM framework;
- iii. Carry out Business Impact Analysis (BIA) and Risk Assessment across all offices of NPS Trust to identify critical business activities, dependencies, and potential disruption scenarios;
- iv. Define Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) for critical activities;
- v. Design and document the BCM framework and governance structure, including roles and responsibilities of various stakeholders within NPS Trust;
- vi. Draft and finalize the Business Continuity Management Policy, procedures, and supporting documentation in alignment with regulatory and organizational requirements;
- vii. Develop Business Continuity Plans (BCP), IT Disaster Recovery Plans (IT

- DRP), and crisis management procedures to ensure continuity of critical operations during disruption scenarios;
- viii. Establish a crisis communication framework, including internal and regulatory communication protocols and arrangements to be followed during disruption scenarios;
 - ix. Recommend suitable BCM software/tools, if required, for effective monitoring and management of the BCM program;
 - x. Design and recommend alternate arrangements for people, processes, and technology, including workplace continuity strategies such as alternate site arrangements, remote working capabilities, and relocation strategies, to ensure continuity of minimum service levels during disruption scenarios;
 - xi. Develop a training and awareness framework, including guidelines and material to support capacity building and preparedness of employees and key stakeholders.

A. BCM Program Design and Development

The Consultant Partner shall be responsible for designing and developing the Business Continuity Management (BCM) Program at NPS Trust. The Consultant Partner shall ensure that the BCM Framework, Business Impact Analysis, Risk Assessment, BCM Strategies, IT Disaster Recovery, Awareness Programs, and BCM Maintenance mechanisms are developed and documented in alignment with regulatory expectations and recognised industry best practices in business continuity and operational resilience.

The Consultant Partner shall undertake the following activities:

a) BCM Framework

- i. Identify all the departments and key processes of NPS Trust to be covered under the BCM framework;
- ii. Prepare a BCM Program Plan with escalation matrix, reporting format, timelines, and responsibility allocation;
- iii. Develop a comprehensive BCM Policy aligned with regulatory guidelines and recognized industry best practices.

b) Business Impact Analysis (BIA)

- i. Define and document the BIA methodology and approach for NPS Trust's internal functions.
- ii. Develop customized BIA templates covering process overview, resource mapping, impact assessment, dependencies, alternate arrangements, and identification of RTO and RPO.

- iii. Facilitate pilot BIA exercises with selected departments (e.g., Information Technology, Risk Management, Finance & Accounts, Human Resources, and Administration) to validate the BIA methodology and templates.
- iv. Perform interdependency analysis to identify additional critical processes and cross-functional linkages.
- v. Consolidate and present BIA results, including identification of critical processes, recovery requirements, and infrastructure needs.
- vi. Prepare department-wise BIA documentation and facilitate validation and sign-off from the respective Heads of departments.
- vii. Identify critical business processes and the underlying application systems supporting such processes, along with the associated recovery resources.
- viii. Map the use of applications, automation tools, and utilities to the respective business processes, activities, and departments to support continuity planning.

B. Risk Assessment

- i. Define and document a risk assessment methodology specific to business continuity risks.
- ii. Facilitate detailed risk assessment across all critical functions identified during the BIA, covering threats, vulnerabilities, and associated impacts.
- iii. Prepare and submit a comprehensive Risk Assessment Report, highlighting key risks, risk ratings, mitigation measures, and residual risks.

C. BCM Strategies and Continuity Plans

- i. Based on BIA and Risk Assessment outcomes, define and document BCM strategies
- ii. The strategy should provide recovery options along with a cost-benefit analysis of each option for consideration
- iii. Design and document a Crisis Management Framework for NPS Trust, including Crisis Management and Emergency Response mechanisms, constitution of a Crisis Management Team, definition of roles and responsibilities, escalation hierarchy, and response procedures for effective incident handling during disruption or emergency scenarios.
- iv. Develop comprehensive Business Continuity Plans (BCPs) at both the organizational and departmental levels to support continuity of critical functions.
- v. Include invocation protocols, incident management procedures, communication trees, and IT service continuity protocols.
- vi. Identify critical third-party vendors and service providers supporting the

operations of NPS Trust, assess dependencies on such vendors, and evaluate their continuity preparedness. The consultant shall recommend appropriate contingency arrangements and mitigation measures to address potential disruption at vendor end.

D. IT Disaster Recovery Management

- i. Define and recommend Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) for critical applications as part of the BIA, obtain approval from NPS Trust, and review existing IT Disaster Recovery arrangements against the approved RTOs and RPOs to assess adequacy and effectiveness of recovery capabilities.
- ii. Review IT Disaster Recovery Plans to ensure adequacy and alignment with Trust operations.
- iii. Recommend improvements and alternate solutions to bridge identified gaps.

E. BCM Awareness and Training

- i. Design and conduct a BCM awareness and training programs for employees of NPS Trust to build understanding of roles and responsibilities during disruption scenarios.
- ii. Develop training material and guidance notes to support awareness and capacity building among employees.
- iii. Recommend methods and approaches for enhancing staff participation and awareness.
- iv. Recommend tools or platforms that may support continuous awareness, knowledge refreshers, and periodic evaluation of staff preparedness.

F. BCM Maintenance and Review

- i. Define a structured framework for the ongoing maintenance and governance of BCM program.
- ii. Recommend periodic reviews and updates mechanisms for the following components to ensure continued relevance and effectiveness:
 - a. BCM Policy
 - b. Business Impact Analysis
 - c. Risk Assessment
 - d. IT Disaster Recovery Plan
 - e. Crisis Management Framework
 - f. Training and Awareness Programs

- g. Testing and Simulation Exercises
- iii. Define processes for incorporating lessons learned from disruptions, mock drills, and internal or external audits into updates of BCM documentation.
- iv. Recommend mechanisms to support continuous improvement of the BCM program through management reviews, stakeholder feedback, and consideration of evolving regulatory guidelines.
- v. Design and document the governance framework for the BCM Program including the constitution of a steering committee, project status reporting mechanisms, and escalation procedures for addressing BCM related risks and issues.

G. BCM Testing & IT DR Drill testing

- i. Develop the testing framework for the BCM program, covering test objectives, scope, frequency, roles and responsibilities, documentation requirements, and reporting templates.
- ii. Develop the testing framework for IT DR Drills in alignment with the defined Recovery Time Objective (RTO) and Recovery Point Objective (RPO), including recommended frequency of DR drills.
- iii. Develop testing procedures, templates, and documentation formats to support BCM and IT DR testing exercises to be conducted by NPS Trust.
- iv. Provide guidance on preparation of post drill review reports including lessons learned, improvement actions, and updates required in the BCM and IT DR plans.

5. Minimum Eligibility Criteria

The applicant agency must meet the following minimum eligibility requirements:

Sl. No.	Requirement	Documents to be submitted
5.1 Accreditations and Certifications		
i.	The applicant agency should have accreditation/Certification in Business Continuity Management, Disaster Recovery, or Risk Management consulting , preferably aligned with international standards such as ISO 22301 (Business Continuity Management System) , ISO 27001 (Information Security), or equivalent.	Self-certified copies of valid accreditations, certifications
5.2 Experience and Clientele		
i.	The agency must have at least 5 years of experience in providing consultancy on Business Continuity Management (BCM), Disaster Recovery (DR), Risk Management, or Operational Resilience.	Self-certified copy of the Certificate of incorporation

ii.	The agency must have successfully completed at least 3 assignments of similar nature (BCM/DR framework preparation or implementation) for Government Departments/ Ministries/ PSUs/ Central Autonomous bodies/ State Autonomous Bodies/ Banks/ Insurance companies/ other financial institutions.	Self-certified copy of the empanelment letter
iii.	The team deployed should include professionals with relevant expertise and certifications (e.g., ISO 22301 Lead Implementer, CBCI, CISA, CISM).	Relevant Documents evidencing the same in support of the application
5.3 Financial Requirements		
i.	The agency should have a minimum average annual turnover of ₹ 10 crore during the last three financial years (FY 2023-24, 2024-25, 2025-26).	CA Certified- Audited / Provisional / Unaudited financials
5.4 Infrastructure and Human Resources		
i.	The agency should have a full-fledged office in New Delhi/NCR to ensure smooth coordination during the course of the assignment.	Self-declaration
ii.	The agency should propose a dedicated team comprising at least one: (a) Project Manager/ Engagement Lead (b) Senior Consultant with BCM/ DR expertise (c) IT/ DR specialist (d) Risk/ Process Analyst	Self-declaration
5.5 Statutory and Compliance Requirements		
i.	Valid Goods and Service Tax (GSTIN) and Permanent Account Number (PAN)	Self-Certified Copy of GSTIN and PAN
ii.	Must not have been blacklisted / debarred in the past by any Government/PSU/Regulator	Self-declaration
iii.	The agency must not have defaulted in statutory dues and should be compliant with all tax and regulatory obligations.	Self-declaration
iv.	The agency should declare that there are no ongoing litigations or convictions against the firm or its key personnel.	Self-declaration
v.	The agency shall submit duly signed copies of Annexures III, V, and VI, attached to this RFP, along with the signed and stamped copy of all the pages of the RFP document.	Self-certified copy

6. Evaluation methodology

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

Based on the documentary evidence submitted and presentation, the technical evaluation shall be conducted for a total of **100 marks**.

The overall selection of the agency will be based on the Quality and Cost Based Selection (QCBS) method, with the following weightage:

- (i) Technical evaluation (out of 100 marks): 80% weightage**
- (ii) Financial Bid Evaluation (out of 100 marks): 20% weightage**

The agency securing highest composite score shall be selected for engagement, subject to approval by the competent authority of NPS Trust.

Each agency will be assessed based on the following criteria:

6.1. Technical Evaluation (100 Marks)

Criteria	Marks
The agency must have BCM implementation experience for Government Departments/ Ministries/ PSUs/ Central Autonomous Bodies/ State Autonomous Bodies/ Banks/ Insurance companies/ other financial institutions (3 Institution: 20 marks, 5 Institutions: 25 marks, more than 5 Institutions: 30 Marks)	30
Certifications of team members (proposed for NPS Trust) from recognized institutes like Business Continuity Institute (BCI) / Disaster Recovery Institute (DRI)/ ISO 22301 Lead Implementer, CBCI, CISA, CISM. (4 Member: 10 marks, 5 Members: 15 marks & more than 5 Members: 20 marks)	20
Methodology and approach in implementing the programme (Assessment through Presentation)	50
Total	100

The agencies scoring **60 and more** in the above technical evaluation will be eligible for opening of the commercial bids. The agencies scoring less than 60 in the above technical

evaluation will not be considered for opening the commercial bid. The list of shortlisted agencies will be published by NPS Trust.

Final Selection Criteria

The final selection shall be based on the combined score obtained in both stages Technical Evaluation and Financial Evaluation. The agency securing the highest Final Score will be awarded Rank 1 and will be selected for engagement, subject to the approval of NPS Trust. The selected agency will be issued the Letter of Engagement by NPS Trust.

NPS Trust reserves the right to undertake reference checks with entities for which the agency has previously executed assignments, at any time before finalizing the engagement process.

7. Duration of Engagement

- i. The engagement of the selected agency for providing consultancy and advisory service for designing and development of the **Business Continuity Management (BCM) Policy** shall be for a period of **120 days** from the date of issuance of the Work Order / Letter of Award by NPS Trust.
- ii. The assignment shall be executed in a phase-wise manner, ensuring systematic design and development of the BCM framework across NPS Trust.

Phased approach for Design & Development of BCM Framework:

The BCM framework shall broadly be carried out in the following phases:

Phase	Task	Timeline (in days)
1	Project Initiation, Understanding of Operations and BCM Framework Design Approach	10
2	Business Impact Analysis (BIA) and Risk Assessment across all offices	40
3	Formulation of BCM Strategies, Crisis Management Framework, and Business Continuity Plans (BCP)	25
4	Review of IT Disaster Recovery arrangements and supporting infrastructure	10
5	Development of BCM Policy, Governance Framework, and Documentation	15
6	Design of Training, Awareness, and Testing Framework	10
7	Preparation of BCM Maintenance, Review Framework and final documentation submission	10
Total		120

- iii. The selected consulting agency shall submit periodic progress updates to NPS Trust during the assignment and ensure adherence to the agreed timelines.
- iv. NPS Trust reserves the right to cancel the engagement at any time in case of unsatisfactory performance, including but not limited to delay in deliverables, deficiencies in quality, or non-compliance with agreed terms. The decision of NPS Trust in this regard shall be final and binding.
- v. NPS Trust reserves the right to review progress of the assignment and may request modifications to the work plan based on organizational or regulatory requirements.

8. Deliverables and Payment Terms

8.1. Execution and Deliverables

- i. The assignment shall be executed as per the letter of engagement/ work order, approved scope, and agreed timelines as mentioned in the RFP.
- ii. The selected agency shall submit all deliverables as specified in the Scope of Work within stipulated timelines.
- iii. NPS Trust reserves the right to review, seek modifications, accept or reject any deliverable.
- iv. Any delay, deficiencies, or non-compliance may result in withholding payment, imposition of penalties, or termination of engagement, at the discretion of NPS Trust.
- v. NPS Trust may modify timelines or milestones based on organizational or regulatory requirements.

8.2. Ownership of Deliverables

- i. All deliverables prepared under this engagement shall vest exclusively with NPS Trust.
- ii. Deliverables shall be submitted in editable/open formats as specified by NPS Trust.
- iii. The selected agency shall not reuse or share the deliverables with any third party.

8.3. Key Deliverables

- i. BCM framework design and project work plan
- ii. GAP Assessment Report
- iii. Business Impact Analysis Report
- iv. Risk Assessment Report
- v. Vendor/ Third Party continuity assessment report
- vi. BCM governance framework document

- vii. Business continuity management policy
- viii. Crisis management framework and team structure
- ix. Department wise business continuity plans
 - x. IT disaster recovery (IT DR) plan and review report
- xi. Alternate workplace continuity strategy document
- xii. BCM Training and Awareness Materials
- xiii. BCM and IT DR testing framework, procedures and templates
- xiv. BCM Maintenance and Review framework Document

8.4. Invoicing and Payments

- i. No advance payment shall be made to the selected agency.
- ii. Payment shall be released on a milestone basis, subject to acceptance of deliverables by NPS Trust, as under:
 - (a) 20%: Submission of BCM framework design and Gap Assessment Report
 - (b) 30%: BIA and Risk Assessment Report
 - (c) 30%: Submission of BCM Policy, Business Continuity Plans (BCP), IT Disaster Recovery Plan (IT DRP), and Crisis Management Framework
 - (d) 20%: Submission of final documentation including governance framework, testing framework, training materials, and maintenance & review framework
- iii. Invoices shall be raised upon completion of respective milestones.
- iv. Payments shall be released within 30 days of submission of invoice, subject to verification.
- v. In case of partial completion or termination, payment shall be made on a proportionate basis as determined by NPS Trust.

8.5. Intellectual Property Rights (IPR)

- i. All work submitted by the selected agency shall be in original form and shall not be copied or replicated from any other source. The responsibility for ensuring compliance with intellectual property rights of any work or source shall solely rest with the agency. The agency shall indemnify NPS Trust against any loss, claim, or damage arising out of a breach of intellectual property rights.
- ii. All intellectual property rights in the work submitted to NPS Trust under this RFP and during the course of the engagement shall rest exclusively with NPS Trust. The agency shall have no ownership or claim over any such work, deliverable, or material prepared for NPS Trust.
- iii. NPS Trust reserves the right to use the deliverables across its departments, internal systems, training programs, and official communications without

seeking further consent from the agency.

- iv. Agency must provide original soft copies (editable/open formats such as Word, Excel, PPT, etc.) of all deliverables submitted and approved by NPS Trust.
- v. The selected agency shall not reuse, reproduce, or resell any reports, templates, training modules, or other deliverables prepared for NPS Trust for any other client once they are submitted and accepted by NPS Trust.

8.6. Execution and Modifications

- i. The selected agency shall be capable of commencing and executing assignments at short notice, as per the requirements of NPS Trust.
- ii. NPS Trust will not pay separately for the preparation of drafts, sample frameworks, concept notes, or preliminary versions of reports. Only the final, approved deliverables as specified in the scope of work will be eligible for payment.
- iii. NPS Trust reserves the right to review and suggest modifications or revisions to any submitted reports, frameworks, training material, or other deliverables. The selected agency shall incorporate such changes without any additional cost, ensuring alignment with the objectives and quality standards prescribed by NPS Trust.

8.7. Right to Engage External Agency

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

9. General Terms and Conditions

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

- i. The Bid submitted/uploaded by the Bidder, as well as all correspondence and documents relating to the Bid will be in English language.
- ii. Conditional and incomplete bids shall not be considered and shall be summarily rejected at the very first instance, without providing any recourse to the bidder, in which event, the decision of NPS Trust shall be final, conclusive and binding.
- iii. The competent authority of NPS Trust reserves the right to annul all the bids received, modify or cancel the selection process, at any time prior to issuing the letter of award of work or discontinue this RFP process, without assigning any

reason, in which event, the decision of NPS Trust shall be final, conclusive and binding.

- iv. NPS Trust shall be under no obligation to accept the lowest or any other offer received in response to this RFP document and shall be entitled to reject any or all bids without assigning any reason whatsoever, without any obligation to inform and without incurring any liability to any of the bidders/applicant firms.
- v. This RFP document neither constitutes nor should it be interpreted as an offer or invitation for appointment.
- vi. Prospective bidders are advised to go through the complete RFP document and annexure(s) thereto, including the terms and conditions thereof, carefully before applying. The bid once submitted shall not be ordinarily permitted to be modified, substituted or withdrawn.
- vii. No binding relationship of any nature, whether principal or agent or otherwise shall exist between any of the bidder and NPS Trust until issuance of letter of award of work.
- viii. Submission of bid by the bidder shall mean that they have examined the entire RFP document and annexure(s) thereto and is deemed to have full knowledge of the scope of work.
- ix. A bidder shall, by responding to NPS Trust under the present RFP document, be deemed to have accepted all the terms and conditions of this RFP document. The terms of engagement shall be in accordance with RFP.
- x. This RFP document is meant to provide information only and upon the express undertaking that recipients shall use it only for the purposes set above. No representation or warranty, expressed or implied, is or shall be made as to the reliability or accuracy of any of the information contained herein, nor shall it create any liability or responsibility on NPS Trust or any of its officers. While this RFP document has been prepared in good faith, neither NPS Trust, nor any of its officers make any representation or warranty or shall have any responsibility or liability whatsoever, in respect of any statements or omissions made herein. Any liability or responsibility is accordingly and expressly disclaimed by NPS Trust, its officers and Trustees, even if any loss, harm or damage is caused by any act or omission on the part of NPS Trust, its officers and Trustees, whether negligent or otherwise, in respect of the present RFP document.
- xi. The selected bidder(s) should hold NPS Trust's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while discharging its duties under this bid document.
- xii. By acceptance of this RFP document, the bidders agree that any information contained herewith, shall be superseded by any subsequent written information on the same subject, made available to the recipient(s), with access to any additional

information or update to this RFP document or to correct any inaccuracies herein which may become apparent.

- xiii. For any queries, the prospective bidder(s) may write to NPS Trust at shailesh.jain@npstrust.org.in / vaibhav.jain@npstrust.org.in / anisha@npstrust.org.in with subject line “**RFP Document – selection of Consulting Agency for design and development of Business Continuity Management System at NPS Trust**” in the format as given below within 7 days from the date of this bid document. Any change in the terms of this bid document will be communicated to all the bidder(s). Any query received after 7 days will not be considered.

Sl. No.	RFP Document Page and Clause number	Query

- xiv. The pre-bid meeting to be held physically at National Pension System Trust, B-302, Tower B, B-302, third floor, World Trade Center, Nauroji Nagar, New Delhi-110029
- xv. Any information with respect to corrigendum/clarification to the bid document will also be made available at the website of NPS Trust. The bid document can also be downloaded from the website of NPS Trust at <https://www.npstrust.org.in>
- xvi. In case the bidder is unable to be present physically in the NPS Trust office, online presentation shall be allowed by NPS Trust at its discretion on the specific request of the bidder vide mail shailesh.jain@npstrust.org.in / vaibhav.jain@npstrust.org.in / anisha@npstrust.org.in. The mail request should be sent at least 3 days before the date of presentation. Any other request received after that shall not be considered.
- xvii. In case of any ambiguity, in the interpretation of any of the clauses in bid document, NPS Trust’s interpretation of the clauses shall be final, conclusive and binding.
- xviii. NPS Trust reserves the right, at any time and without advance notice, to change the procedure for selection of the bidder, at its sole discretion. Accordingly, the interested recipients shall carry out an independent assessment and analysis of the requirements of the information, facts and observations contained herein.
- xix. This RFP document has not been filed, registered or approved in any jurisdiction. Recipients of this RFP document shall be responsible to inform themselves of and observe any applicable legal requirement.
- xx. This RFP document constitutes no form of commitment on the part of NPS Trust. Furthermore, this RFP document neither confers the right nor any expectation on any party whatsoever, to participate in the RFP process. The bidder(s) shall be

responsible for all acts incurred or omissions made in connection with participation in this process. This RFP document does not bind NPS Trust to award the work or to engage in negotiations.

- xxi. The appointed bidder(s) accepts to comply with and abide by such instructions and directions that NPS Trust may issue from time to time.
- xxii. All proposals and accompanying documents received within the stipulated times shall not be allowed to be withdrawn or modified, will become the property of NPS Trust and shall not be returned in any event whatsoever.
- xxiii. The proposal/ bid shall be valid for a period of **180** days from the date of declaration of results. A proposal/ bid valid for a shorter period may be rejected by NPS Trust as non-responsive. In exceptional circumstances or justified reasons, NPS Trust may at its discretion, grant consent for an extension of the validity period. The request and responses shall be in writing.
- xxiv. The selected bidder(s) shall be liable to maintain secrecy and confidentiality of all the information / data / operations, etc. of the NPS Trust in relation to the work undertaken by it. The selected bidder(s) shall not disclose or part with any information relating to NPS Trust and its data to any person or persons or authorities without prior written consent of NPS Trust. Breach of the same will result in termination of the award of work apart from other remedies available to NPS Trust. In this regard, the bidder will enter into a Non-Disclosure Agreement with NPS Trust which is enclosed as Annexure-VII.
- xxv. The bidder warrants that:
 - a. All information contained in the bidder's response is true, accurate and complete and not misleading in any way.
 - b. No litigation, arbitration or administrative proceeding is presently taking place, pending or to the knowledge of the bidder or otherwise involving the bidder which could have an adverse effect on its business, assets or financial condition or upon NPS Trust's reputation if the response is successful.
 - c. The bidder will immediately notify NPS Trust of the occurrence of any event, fact or circumstance which may cause a material adverse effect on the bidder's business, assets or financial condition, NPS Trust's reputation or render the bidder unable to perform its obligations under the policy or have a material adverse effect on the evaluation of the responses by NPS Trust.
- xxvi. Any form of canvassing / lobbying / influence / query regarding short listing, status, etc. under the present RFP, shall be a direct disqualification from the selection process.

- xxvii. The person(s) signing the bid documents should be authorised and shall affix their initials on all pages of the bid.
- xxviii. The name, logo, design and other proprietary rights of the NPS Trust is solely the property of NPS Trust and in no case the bidder shall use the same.
- xxix. Bidders must disclose in their bid details of any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest. Where bidders identify any potential conflicts they should state how they intend to avoid such conflicts. NPS Trust reserves the right to reject any bid which, in NPS Trust's opinion, gives rise, or could potentially give rise to, a conflict of interest.
- xxx. The successful bidder(s) shall exercise reasonable skill, care and diligence in the performance of the work and indemnify and keep NPS Trust, its trustees, officers, employees etc., indemnified at all times in respect of any loss, damage, harm or claim whatsoever, arising out of or related to any breach of terms & conditions, violation of any law/rule, breach of statutory duty or negligence by the bidder/firm or by its staff, employees, agents or sub-contractors, including indirect, consequential, or incidental losses in relation to the performance or otherwise of the services to be provided under the present RFP and award of work thereto.
- xxxi. The successful bidder(s) shall not, without the prior written consent of NPS Trust, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the successful bidders, any of its rights or obligations under present RFP document and award of work thereto or any part, share or interest therein.
- xxxii. The price quoted per user per annum shall be all-inclusive and no out of pocket expenses shall be admissible i.e. NPS Trust shall not be providing for or reimbursing any expenditure incurred by the bidder(s) towards accommodation, local conveyance, air fare or train fare, halting expense, lodging, boarding, food etc., if any, in connection with visiting the premises of NPS Trust or the users for the purpose of carrying out the assignment. All costs should be given in both Figures and in Words. No cost escalation will be permitted other than on account of levy of statutory taxes, if any. Any upward revision in applicable taxes will be borne by NPS Trust and benefit of downward revision of taxes shall be passed by the bidder.
- xxxiii. The technical and commercial bids are required to be disclosed in separate envelopes. In the event, the commercial bid is disclosed along with the technical bid, the said bidder will be liable for disqualification from the bidding process by NPS Trust.
- xxxiv. **Performance Guarantee:**
 - i. The selected bidder shall deposit with NPS Trust within fourteen (14) days from the award of work in the format as prescribed in **Annexure VIII**, an unconditional and irrevocable Performance Guarantee, amounting to 5% of the

contract value (including taxes) awarded by NPS Trust from any scheduled commercial bank in favor of “National Pension System Trust, New Delhi” for the due performance and fulfilment of the work.

- ii. The Performance Guarantee shall remain valid till 60 days after the completion of the term of the contract and all incidental charges and expenses whatsoever such as premium; commission etc., with respect to the Performance Guarantee shall be borne by the selected bidder.
- iii. NPS Trust reserves the right to forfeit the Performance Guarantee in the event of failure of the bidder to perform all or any of the agreed terms without any prior notice, besides other remedies available to NPS Trust.

xxxv. The bidder undertakes that they:

- i. Will not offer any benefit to the employees of NPS Trust and not commit any offence under the Prevention of Corruption Act, 1988 or the Bharatiya Nyaya Sanhita, 2023.
- ii. Will not enter into any undisclosed agreement or understanding with the other bidders with respect to the prices, specifications, certifications, subsidiary contracts etc.
- iii. Have not made any payment to any third party or agent or broker for the purpose of this bid.
- iv. Have not committed any transgressions over the specified period with any other company in India or abroad that may impinge on the anti-corruption principle.

xxxvi. The bidder undertakes that they will observe the highest standard of ethics and will not indulge in any of the following prohibited practice either directly or indirectly at any stage during the procurement process or during execution of the resultant contract.

- i. **Corrupt Practices** – Making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.
- ii. **Fraudulent Practices** – Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declarations or providing false information for participation in this bid process or to secure the bid or to execute the bid.
- iii. **Anti-Competitive Practices** – Any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of “The Competition Act 2002” between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of

the procurement process or to establish bid prices at artificial / non-competitive levels.

- iv. **Coercive practices** – Harming or threatening to harm persons or their properties to influence their participation in the procurement process or affect the execution of this contract.
- v. **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 bidders 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 bidder or
 - e. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid or
 - 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. Bidders to declare such sister / common business / management in same / similar line of business
- vi. **Obstructive Practices** – Materially impede the NPS Trust’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering or by concealing of evidence material to the investigation, or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of the matters relevant to the investigation or from pursuing the investigation, or by impeding NPS Trust’s rights of audit or access to information.
- xxxvii. The bidder hereby declares the abiding to the code of integrity during submission of the bid. In case of any transgression of this code, the bidders agree to be liable of punitive actions such as cancellation of contract any stage of the bid or during execution, recovery of payments already made including advance payments, banning from future participation and blacklisting by NPS Trust.
- xxxviii. All the obligations under the agreement will be performed by the successful bidder and is not permitted to be assigned.
- xxxix. The bidder in the process of providing the services must comply with all the statutory/regulatory requirements and strict observation of the relevant laws as may be applicable and shall keep NPS Trust and its officers safe and harmless of any legal consequences or claims arising from any third party or otherwise on account of any violation/potential violation on the part of the bidder or any of its employees, agents, servants etc.
- xl. NPS Trust may, at its sole discretion and at any time, terminate the award of work with the successful bidder(s) by giving a month’s notice, and inform the bidder(s)

of NPS Trust's decision by written instructions to that effect. In the event of termination, the selected bidder(s) shall take such steps as are necessary to bring the services to an end, in a cost effective, timely and orderly manner, without making any claim of whatsoever nature, against NPS Trust or any of its officers, employees, directors etc. In the event of termination, the license/ subscription cost on pro-rata basis will be paid by NPS Trust.

- xli. NPS Trust reserves the right to terminate the present agreement if the bidder fails to deliver the services whether fully or in part as per the scope of RFP by giving 15 days prior notice in writing to the bidder. In the event of such termination, an amount proportionate to the services rendered by the bidder will be paid to the bidder. Further, NPS Trust may get the balance work executed from any other entity. The expenses incurred by NPS Trust in getting the balance work completed from any other entity will be borne by the bidder.
- xlii. Warranties on Termination of agreement: In the event of termination of this Agreement, the bidder warrants that:
 - a. The bidder will deliver to NPS Trust all work in progress, documents, data, and materials related to the services performed under this Agreement in an organized and usable form within **15 days** of termination.
 - b. It will cooperate with NPS Trust to ensure a smooth transition of work or services to NPS Trust or any other agency as directed by the NPS Trust.
 - c. It will provide reasonable assistance and respond to any queries related to the completed work for a period of **12 months** after termination or completion, without additional cost to NPS Trust.
- xliii. Any failure or delay by selected Bidder(s) in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake, pandemic or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing party, which effects the performance of the selected bidder, will not amount to non-performance of the assignment. However, the selected bidder will notify within a reasonable time period of the occurrence of a Force Majeure Event. If the Force Majeure prevents or delays performance for over 90 days, NPS Trust will reserve the right to terminate the contract.

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

Annexure-I – Instructions/ Guidelines for submission of Bids

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

- (i) **Envelope I- Technical Bid:** This envelope shall contain the duly completed Technical Bid, along with all supporting documents as specified in the RFP. The envelope shall be properly sealed and superscribed as “Technical Bid”.
- (ii) **Envelope II- Financial Bid:** This envelope shall contain the Financial Bid, duly filled in and sealed. The envelope shall be superscribed as “Financial Bid”.
The Financial Bid of only those bidders who qualify in the Technical Bid stage shall be opened.
- (iii) **Envelope III- Master Envelope:** Envelope No. III shall contain the above two sealed envelopes (Envelope No. I and Envelope No. II). The envelope shall be sealed and superscribed as: “RFP for Engagement of Consulting Agency for design and development of Business Continuity Management (BCM) System for NPS Trust.”

Annexure II - Presentation Format for Shortlisted Agency

Slide Number	Presentation Content
Slide 1	Brief About the Agency: Overview, leadership team, BCM consulting track record
Slide 2 & 3	Previous Work, Achievements: Similar BCM/DR projects for Govt./PSUs/BFSI
Slide 4, 5 & 6	Proposed BCM Framework for NPS Trust: Understanding of Trust's structure, regulatory requirements, and critical processes
Slide 7 & 8	Approach to Business Impact Analysis (BIA) and Risk Assessment: Methodology, templates, tools
Slide 9 & 10	Proposed BCM Strategies and ITDR Plan: Crisis management, DR integration, recovery options
Slide 11	Training, Awareness, and Simulation Exercises Plan: Staff sensitization and capacity building
Slide 12	Innovation / Value Addition: Use of BCM software, automation, or global best practices

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

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

Annexure III - Application Form

(On Agency's Letter Head)

Date: dd/mm/yyyy

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

Dear Sir,

Application for engagement of consulting agency for design and development of the Business Continuity Management (BCM) framework

1. With reference to your RFP for selection of a consultant for design and development of the Business Continuity Management (BCM) framework at NPS Trust, and the details posted on NPS Trust's website, we hereby submit our application for selection as consulting agency of NPS Trust for providing services related to design and development of BCM framework, including BCM Policy, Business Continuity Plan (BCP), and IT Disaster Recovery Plan (IT DRP), and agree to abide by the terms and conditions specified in the RFP.
2. We are already empaneled with / have undertaken similar consultancy assignments for **Banks/ Insurance Companies/ Other Financial Institutions** _____ (name of agency). All the other desired information, documents and certificates as required by you, are enclosed herewith for your perusal.
3. I/We have read and understood the RFP and instructions appearing in the RFP and I/We understand that if any false information is detected at a later stage, any contract / engagement made between NPS Trust and us based on the information given by us, can be treated as invalid by NPS Trust;
4. All the information furnished in this application is correct to the best of our knowledge.
5. If our application is accepted, we undertake to start the work as per the job assigned by NPS Trust;
6. We understand that NPS Trust reserves the right to accept or reject any or all applications at any time without assigning any reasons thereof;
7. We have a full-fledged office in India with office in Delhi with relevant expertise and creative personnel.

8. We have not been blacklisted / debarred in the past by any Government / PSU / Regulator / NPS Trust in India. Further, if any of the partners/directors of the organization/firm is blacklisted or having any criminal case against them, our application shall not be considered. At any point of time, our company/firm/and/or any of its partner/director is blacklisted by any organization, NPS Trust shall have the right to terminate the contract with us;
9. We have not defaulted in paying dues to the banks, or tax / statutory authorities in India;
10. We have not been barred by any court of law and its partners / directors / proprietors / owners / employees should not have been convicted in the past
11. This declaration by us is made in terms of Clause 5 - 'Minimum Eligibility Criteria'
12. I/We, therefore, request you to kindly consider our application for empanelment.

Checklist for documentation

Sl. No.	Requirement	Documents to be submitted	Submitted (Yes / No)
5.1 Accreditations and Certifications			
i.	The applicant agency should have accreditation/experience in Business Continuity Management, Disaster Recovery, or Risk Management consulting , preferably aligned with international standards such as ISO 22301 (Business Continuity Management System) , ISO 27001 (Information Security), or equivalent.	Self-certified copies of valid accreditations, certifications	
5.2 Experience and Clientele			
i.	The agency must have at least 5 years of experience in providing consultancy on Business Continuity Management (BCM), Disaster Recovery (DR), Risk Management, or Operational Resilience.	Self-certified copy of the Certificate of incorporation	
ii.	The agency must have successfully completed at least 3 assignments of similar nature (BCM/DR framework preparation or implementation) for Government Departments/ Ministries/ PSUs/ Central Autonomous bodies/ State Autonomous Bodies/ Banks/ Insurance	Self-certified copy of the active empanelment letter	

	companies/ other financial institutions.		
iii.	The team deployed should include professionals with relevant expertise and certifications (e.g., ISO 22301 Lead Implementer, CBCI, CISA, CISM).	Relevant Documents evidencing the same in support of the application	
5.3 Financial Requirements			
i.	The agency should have a minimum average annual turnover of ₹ 10 crore during the last three financial years (2023-24, 2024-25, 2025-26).	CA Certified-Audited / Provisional / Unaudited financials	
5.4 Infrastructure and Human Resources			
i.	The agency should have a full-fledged office in New Delhi/NCR to ensure smooth coordination during the course of the assignment.	Self-declaration	
ii.	The agency should propose a dedicated team comprising at least one: (a) Project Manager/ Engagement Lead (b) Senior Consultant with BCM/ DR expertise (c) IT/ DR specialist (d) Risk/ Process Analyst	Self-declaration	
5.5 Statutory and Compliance Requirements			
i.	Valid Goods and Service Tax (GSTIN) and Permanent Account Number (PAN)	Self-Certified Copy of GSTIN and PAN	
ii.	Must not have been blacklisted / debarred in the past by any Government/PSU/Regulator	Self-declaration	
iii.	The agency must not have defaulted in statutory dues and should be compliant with all tax and regulatory obligations.	Self-declaration	
iv.	The agency should declare that there are no ongoing litigations or convictions against the firm or its key	Self-declaration	

	personnel.		
v.	The agency shall submit duly signed copies of Annexures III, V, and VI, attached to this RFP, along with the signed and stamped copy of all the pages of the RFP document.	Self-declaration	

Yours sincerely,

Signature of Authorized person

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

Name of Company/Firm:

Address:

(Please affix rubber stamp of your company)

Annexure IV - Financial Bid Submission Form

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

Agency Name:

Address:

Contact Person: Phone Number:

Email:..... Website:

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

Amount in Figures(INR)	
Amount in Words	

Terms & Conditions:

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

.....

Signature of Authorized Signatory of Company

Name:

Designation:

Contact No. (Mobile):

Email Id:

Company Seal:

Annexure V - Agency Information

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

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

Date:

Signature of Authorized Person:

Place:

Name:

Designation:

(Please affix seal of the Company)

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

(To be typed and submitted in the Letterhead)

Date: dd/mm/yyyy

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

Dear Sir,

Sub: Declaration for relation in NPS Trust

Ref: RFP No. _

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

Tick(✓) any one as applicable:

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

OR

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

(i)

(ii)

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

3. **Integrity Pact:** The consultant Undertakes that they:

- i. Will not offer any benefit to the employees of NPS Trust and not commit any offence under the Prevention of Corruption Act, 1988 or the Bharatiya Nyaya Sanhita, 2023.
- ii. Will not enter into any undisclosed agreement or understanding with the other bidders with respect to the prices, specifications, certifications, subsidiary contracts etc.

- iii. Have not made any payment to any third party or agent or broker for the purpose of this RFP.
- iv. 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.

Signature of the Authorized Signatory Note:

- 1. Attach separate sheet, if necessary.

Annexure VII - Non-Disclosure Agreement

(Between the Agency and NPS Trust)

THIS NON-DISCLOSURE AGREEMENT is made on thisday (date) of (Year)

By and between

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

And

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

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

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

WHEREAS

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

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

1. Confidential Information (Information):

The term “Confidential Information” shall include, without limitation, 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 Bidder in connection with the Authorised Purpose also be considered Confidential Information.

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

- (a) Use the Confidential Information as necessary only in connection with the Authorised Purpose and in accordance with the terms and conditions contained herein;
- (b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information 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 Bidder in connection with the Authorised Purpose without the express written consent of NPS Trust.
- (e) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the NPS Trust ; and
- (f) Return to NPS Trust or destroy at NPS Trust’s discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately on (i) expiration or termination of this agreement, or (ii) the request of NPS Trust therefor.
- (g) Not to send NPS Trust’s information or data and/or any such Confidential Information at any time outside India for the purpose of storage, processing, analysis or handling without the express written consent of the NPS Trust.
- (h) The Bidder shall use only the best possible secure methodology to avoid confidentiality breach, while handling board related data for the purpose of storage, processing, transit or analysis including sharing of information with NPS Trust.

- (i) Not to engage or appoint any non-resident/foreigner to undertake any activity related to the Authorised Purpose.
 - (j) Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between the Bidder and NPS Trust or the nature of services to be provided by Bidder to NPS Trust.
 - (k) Make sure that all the employees and/or consultants engaged to undertake any exercise on its behalf have signed the mandatory non-disclosure agreement.
3. **Onus:** Bidder shall have the burden of proving that any disclosure or use, inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions. The obligation to prove that the information is not confidential will also be on the Bidder.
 4. **Permitted disclosure of information:** The Bidder shall not disclose at any time to any third party any information pertaining to NPS Trust that he has come across while undertaking this assignment without the prior approval of NPS Trust. The Bidder may share information with Government entities, if mandated, under the law as and when called upon to do so by such agencies with prior written information to NPS Trust.
 5. **Exceptions:** The Confidentiality obligations as enumerated in para 2 of this Agreement shall not apply in the following cases:
 - i. Which is independently developed by Bidder or lawfully received from another source free of restriction and without breach of this Agreement; or
 - ii. After it has become generally available to the public without breach of this Agreement by Bidder; or
 - iii. Which at the time of disclosure to Bidder was known to such party free of restriction and evidenced by documents in the possession of such party; or
 - iv. Which NPS Trust agrees in writing is free of such restrictions.
 - v. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
 6. **Remedies:** Bidder acknowledges that any actual or threatened disclosure or use of the Confidential Information by Bidder would be a breach of this agreement and may cause immediate and irreparable harm to NPS Trust or to its subscribers; Bidder affirms that damages from such disclosure or use by it may be impossible to measure accurately; and injury sustained by NPS Trust / its subscribers may be impossible to calculate and compensate fully. Therefore, Bidder acknowledges that in the event of such a breach, NPS Trust shall be entitled to specific performance by Bidder of its obligations contained in this Agreement. In addition Bidder shall compensate NPS Trust for the loss or damages caused to NPS Trust actual and liquidated damages which may be demanded by NPS Trust. Liquidated damages not to exceed the Contract value. Moreover, NPS Trust shall be entitled to recover all costs of litigation including reasonable attorneys' 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 Bidder. All rights and remedies hereunder are cumulative and in addition to any other rights or remedies under any applicable law, at equity, or under this Agreement, subject only to any limitations stated herein.

7. **Need to Know:** Bidder shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees and/or consultants of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of NPS Trust. No information relating to NPS Trust shall be hosted or taken outside the country in 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 Bidder.
9. **No Conflict:** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
10. **Authority:** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
11. **Governing Law and Jurisdiction:** The Agreement shall be governed by and construed in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction over all disputes arising under or in connection with this Agreement.
12. **Entire Agreement:** This Agreement constitutes the entire understanding and agreement between the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.
13. **Amendments:** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. **Binding Agreement:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. **Severability:** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
16. **Waiver:** Waiver by either party of a breach of any provision of this Agreement, shall not be deemed to be waiver of any preceding or succeeding breach of the same or any other

provision hereof.

17. **Survival:** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after expiration or termination of this Agreement.
18. **Non-solicitation.** During the term of this Agreement, the Bidder shall not solicit or attempt to solicit NPS Trust's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct business similar to NPS Trust with any employee and/or consultant of NPS Trust who has knowledge of the Confidential Information, without the prior written consent of NPS Trust.
19. **Termination:** NPS Trust reserves the right to terminate the present agreement if the Bidder is found in breach of the agreement, without incurring any penalties to NPS Trust.

20. Dispute Resolution:

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

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

Bidder

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

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

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

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

WITNESSES:

1.

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Annexure VIII - Format for Performance Bank Guarantee

To

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

Sub: Guarantee No. for Rs -----/- (Rupees ----- only) in the context of being appointed as consulting agency for design and development of BCM framework at National Pension System Trust (NPS Trust) to provide Gap assessment, business impact analysis, risk assessment, development of BCM policy, business continuity plans (BCP), IT disaster recovery plan (IT DRP) and other requirements as provided in this RFP document.

Ref: Letter of Award as consulting agency for design and development of BCM framework at NPS Trust, dated < Date>

1. Whereas in consideration of the National Pension System Trust having its office at the above address having appointed < Name of the Firm > vide letter dated < date>, having its registered office at <Firm Address> and whereas <Name of the Firm>, vide letter dated <date> has agreed to discharge the duties as consultant.
2. And whereas according to the terms of the said Appointment, < Firm> is required to furnish to NPS Trust an unconditional and irrevocable Performance Bank Guarantee (PBG) from a scheduled commercial bank acceptable to NPS Trust, payable on demand, for the due performance and fulfilment of the contract by the bidder.
3. And whereas <Firm name>, having its registered office at (Address of the Firm) has approached us (Name of the Bank) to give the said Performance Bank Guarantee on its behalf and in favour of National Pension System Trust for an amount of Rs.-----/- (Rupees --- only).
4. That in consideration of the promises and at the request of <Firm name> , we (Name of the Bank), having registered office at (Address of the Bank & branch) at -----
-----hereby unconditionally and irrevocably undertake and guarantee to pay NPS Trust forthwith on demand in writing and without any demur, any sum up to a maximum guarantee amount of Rs.-----/- (Rupees only), as may be demanded by NPS Trust, upon any defaults or breach being committed by the “< firm name>” or any loss or damage caused to or suffered or would be caused to or suffered NPS Trust without NPS Trust needing to prove or to show grounds or reasons for demanding the sum(s) under this Performance Bank Guarantee.
5. The Bank Guarantee shall be valid till up to 60 days post completion of the contractual obligations of <firm name>

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

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

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

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

10. Notwithstanding anything contained hereinabove:

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

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

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

Date:

Place:

Witness:

(Bank's common seal)