



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

Contents

Important Bid Details	2
1. Introduction	4
1.1 Background	4
1.2 Functions of NPS Trust	4
1.3 Organisational Details	5
2. Purpose	6
3. Scope of Work	7
3.1 Gap Analysis	7
3.2 Long Term HR Strategy	8
3.3 Policy Development and Implementation	8
3.4 Organisational Structure	8
3.5 Learning and Development (L&D)	9
4. Eligibility and Pre-Qualification Criteria	9
5. Bid Submission Checklist	11
6. Bid Evaluation	12
6.1 Technical Proposal Evaluation	12
6.2 Commercial Proposal Evaluation	13
6.3 Score Computation Methodology	13
Annexure – I	15
Annexure –II	20
Annexure-III	21
Annexure-IV	28
Annexure-V	30
Annexure-VI	31
Annexure-VII	34
Annexure-VIII	35
Annexure-IX	37
Annexure-X	44

HR Transformation at National Pension System Trust

Important Bid Details

SI No.	Particulars	Details
1.	RFP Number	NPST/15/1/2025-HRD/1
2.	Purpose	Appointment of Consultant for HR Transformation at NPS Trust
3.	RFP Document Availability	<ul style="list-style-type: none"> https://npstrust.org.in/tenders Central Public Procurement Portal
4.	Issuance of tender document to bidders	07 February 2025
5.	Last Date for receiving queries from Bidders	17 February 2025
6.	Date and venue of pre-bid meeting for clarification on queries received	20 February 2025 at National Pension System Trust, B-302, Tower B, B-302, third floor, World Trade Center, Nauroji Nagar, New Delhi-110029
7.	Last Date and Time for submission of proposals	28 February 2025 by 14:00 hours at National Pension System Trust, B-302, Tower B, B-302, third floor, World Trade Center, Nauroji Nagar, New Delhi-110029
8.	Bid Validity	90 days from the last date for submission of the bid or any extended period
9.	No. of Envelopes (Non-window & Sealed)	<p>1. Envelope –I (Technical Bid)</p> <ul style="list-style-type: none"> Bid Submission Checklist as per para 5 of this document Declaration in respect of fulfilment of minimum eligibility criteria (as per Annexure –I) Technical Bid Submission Form (as per Annexure-IV) Technical Proposal (As per Annexure-V) <p>2. Envelope –II (Commercial Bid)</p> <ul style="list-style-type: none"> Commercial Proposal Submission Form (as per Annexure –VI) Commercial Proposal (As per Annexure-VII) <p>3. Envelope –III</p> <p>Envelope III should contain Envelope I & II duly super scribed as "Application for</p>

		Consultant for HR Transformation at National Pension System Trust "
10.	Time and Venue for opening of Qualification Criteria and Technical Bid	28 February 2025 at 5:00 PM Technical bid only of bidders who meet the eligibility criteria would be evaluated
11.	Time and Venue for Presentation by Bidders	To be communicated to shortlisted bidders
12.	Time and Venue for opening of Commercial Bid	To be communicated to bidders who qualify both eligibility criteria and Technical Bid
13.	Contact Person	<ul style="list-style-type: none"> • Mr. Rajeev Raj (DGM) Email: dgm6-npst@npstrust.org.in • Ms. Priyanka Meena (AM) Email: priyanka.meena@npstrust.org.in <p>Direct No: 011-35655245</p>

1. Introduction

1.1 Background

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

1.1.2. NPS Trust is managed by a Board of Trustees appointed by the PFRDA from time to time. The Board of Trustees have legal ownership of the Trust and the funds. 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. The same is available at <https://npstrust.org.in/sites/default/files/act-and-regulations-documents>

1.2 Functions of NPS Trust

NPS Trust carries out several functions which inter-alia include the following:

- i. Holds the assets of subscribers in their interests;
- ii. Ensures that the investments are made by the Pension Funds as per the investment guidelines issued by PFRDA from time to time;
- iii. Monitors the performance of investments made by Pension Fund Managers (PFM’s) and recommends corrective action, if required;
- iv. Monitors and evaluates the functions of intermediaries by receiving and analysing the audited scheme financials, internal audit reports, inspection and compliance reports and other related information. It also gathers market information and intelligence to strengthen the system. This helps assess the performance of intermediaries and make necessary changes to the system in the best interest of the subscribers;
- v. Monitors and evaluates all operational and investment management activities pertaining to pension funds, trustee bank, custodians and in respect of central recordkeeping agencies (CRAs), for activities pertaining to exits and withdrawals under the NPS and APY;

- vi. Monitors the establishment of adequate infrastructural facilities by itself and the intermediaries, to be able to discharge the role and responsibilities of the intermediaries under the National Pension System. Ensures all the operating procedures and systems are adequately documented and backed by operation manuals;
- vii. Facilitates efficient redressal of subscriber grievances through coordinating with concerned stakeholders including but not limited to CRAs, nodal offices/ point of presence etc.;
- viii. eNPS: It is an online platform provided by NPS Trust for enabling individuals to open his/her Individual Pension Account under NPS (Tier-I & Tier-II) and also facilitate the new or existing subscribers to make initial or subsequent contributions respectively to their Individual Pension Account under NPS using net banking and debit/credit cards; and
- ix. Implementation and monitoring of the recently launched Unified Pension Scheme (UPS).

1.3 Organisational Details

- 1.3.1 NPS Trust is a trust, established by PFRDA in accordance with the provisions of the Indian Trusts Act, 1882, having its Head Office at NPS Trust, B-302, 3rd floor, Tower-B, World Trade Centre, Nauroji Nagar, New Delhi -110029. Currently, NPS Trust does not have any other office.
- 1.3.2 NPS trust has several operational/ functional departments to efficiently perform the functions as mentioned under para 1.2. The major functional/operational departments at present are as under:
 - a. Human Resources Department
 - b. Administration Department
 - c. Fund Ecosystem Department
 - d. Legal Department
 - e. Grievances Department
 - f. Exit & Withdrawal Department
 - g. Information Technology Department
 - h. Accounts Department
 - i. Compliance Department
 - j. Media & Marketing Department
- 1.3.3 NPS Trust currently has twenty nine permanent employees across various grades including Assistant Manager, Manager, Deputy General Manager, General Manager and Chief Executive Officer.

- 1.3.4 Further, a recruitment exercise is underway to employ one Deputy General Manager, thirteen Assistant Managers and six Managers across various functional areas.
- 1.3.5 Further, NPS trust also onboards suitable staff on ‘contract’ basis as and when required.

2. Purpose

- 2.1. The purpose of this RFP document is to enable the bidders to participate in the process of inviting bids for selection and appointment of a consultant with suitable qualifications and experience to support NPS Trust’s HR transformation so as to reimagine and restructure the HR function to make it more strategic and effective. The said HR transformation would primarily cover the following focus areas:
 - 2.1.1 Gap Analysis
 - 2.1.2 Long Term HR Strategy
 - 2.1.3 Policy Development and Implementation
 - 2.1.4 Organisational Structure
 - 2.1.5 Learning and Development (L&D)
- 2.2. This RFP document is meant to provide information only and upon the express understanding that recipients shall use it only for the purposes set out above.
- 2.3. The document can be downloaded from the Central Public Procurement Portal as well as from the NPS Trust Website at <https://npstrust.org.in/tenders>
- 2.4. Applicants are required to submit the Technical Bid along with declaration in respect of fulfilment of minimum eligibility criteria and Commercial Bid in separate sealed envelopes. The weightage of the same are as indicated below:

Particulars	Maximum Score	Weightage
Eligibility Criteria Details	NA	Qualification criteria
Technical Bid	100	70%
Commercial Bid	100	30%

- 2.5. The ratio of weightages for commercial and technical score has been decided taking into account the complexity of the assignment and the relative importance of quality.
- 2.6. Applicants shall send their response to this RFP document in **two separate sealed envelopes.**
 - a. **Envelope –I (Technical Bid)** – Envelope-I shall contain the bid submission checklist as per para 5 of this RFP document, technical bid consisting of technical proposal submission form and technical proposal in the format as specified in Annexures – IV and V respectively and the declaration in respect of fulfilment of minimum eligibility criteria as per Annexure-I along with supporting documents.

- b. **Envelope –II (Commercial Bid)** – Envelope-II shall contain the commercial bid consisting of commercial proposal submission form and commercial proposal in the format as specified in Annexures – VI and VII respectively.
- 2.7. All the above mentioned sealed envelopes (envelopes marked I (**Technical Bid**) and II (**Commercial Bid**)) shall be placed in another sealed envelope and the same shall be super scribed as "**Application for Consultant for HR Transformation at National Pension System Trust**". The envelope shall also be super scribed – ‘DO NOT OPEN’ and shall be sent to:

The General Manager (HR)

NPS Trust, B-302, 3rd floor, Tower-B, World Trade Center, Nauroji Nagar,
New Delhi -110029

within 21 days from the date of publication of this document.

- 2.8. A duly constituted committee of NPS Trust will examine the bids (technical bid details contained in envelope I) of the bidders who meet the eligibility criteria. Financial bids of only those bidders found technically suitable by the committee will be opened.

3.Scope of Work

NPS Trust intends to put in place a coherent, well defined and futuristic strategic HRM framework suitable for appropriate talent attraction, selection and retention to support its long term goals, meeting its performance targets and standards and improving organisational performance while adopting optimum people centric solutions. Accordingly, the current engagement is outlined as follows:

3.1 Gap Analysis

- 3.1.1. To identify the gaps in NPS Trust’s Human Resources Strategy and capabilities through:
- a) A comprehensive gap analysis of the existing Human Resources strategy and implementation thereof, including, but not limited to, service rules, extant policies, SOPs and manuals, etc. (‘As-is’ Analysis). The gap analysis shall take into account the mandate, functions and roles and responsibilities of NPS Trust, the expectations from various stakeholders, etc.;
 - b) Comparison of NPS Trust’s Human Resources Strategy, organisational structure and HR capabilities with that of peer institutions and best practices prevailing in the industry;
- 3.1.2. To provide recommendations to address the gaps identified including required HR structure, policies, SOPs, manuals, delegation of powers, etc.

3.2 Long Term HR Strategy

Formulation of a long term HR strategy based on the Trust's long term objectives, with commensurate goals and objectives, and with a focus on optimum resource allocation, employee engagement and organisational culture.

3.3 Policy Development and Implementation

- 3.3.1 Preparation/ refinement of various HR policies and processes (as identified during gap analysis) including but not limited to talent attraction, selection and retention, placement & job rotation, performance management system, career progression including promotion policy, employee welfare/ pay and allowances, learning and development, superannuation and exit process, motivation and empowerment, staff discipline and accountability, industrial relations, etc.;
- 3.3.2 Preparation of various HR manuals covering all functions of HRM, indicating detailed standard operating procedures for implementation of all the aforementioned functions;
- 3.3.3 Mechanism for implementation of various policies including delegation of powers; and
- 3.3.4 Provide recommendations pertaining to employee engagement programs to foster better collaboration and camaraderie among employees through various initiatives like team building activities, incentive programs, off-site employee engagements, etc.

3.4 Organisational Structure

- 3.4.1 Conduct a comprehensive analysis of the existing organisational structure and to suggest a suitable organisational structure for NPS Trust including creation of new offices/ departments/ verticals/ divisions, or amalgamation of existing departments/ verticals/ divisions, optimum span of control and hierarchy for various offices/ departments/ verticals/ divisions, taking into account the organisation's mandate and role, as well as various positions across all the layers in the organisation;
- 3.4.2 Department wise manpower assessment, taking into account the mandate, and functions, job families, skill sets and reporting structures;
- 3.4.3 Preparation of a detailed organogram reflecting the appropriate reporting structure/ hierarchy (based on the set up in peer institutions and industry best practices) for all offices/ departments/ divisions of Trust;

- 3.4.4 Preparation of department level (functional level) Key Result Area (KRAs) and Key Performance Indicators (KPIs); and
- 3.4.5 Preparation of detailed job profile for each unique role under various departments/ divisions including:
 - a. Roles, responsibilities and delegation of powers (technical and financial)
 - b. KRAs and KPIs

3.5 Learning and Development (L&D)

- 3.5.1 Develop a comprehensive L&D strategy aligned to the organisation’s overall strategy and goals with the aim to empower employees’ growth and develop their knowledge, skills, and capabilities to drive better performance;
- 3.5.2 Onboarding and Induction: develop structured onboarding program/policy to efficiently integrate new employees into the organisation and familiarise them with its culture, values, and processes; and
- 3.5.3 Identify the types and need of training and capacity building programs for each job profile and preparation of various guidelines for the same. The recommendation of trainings should cover both technical (function specific) and behavioural competencies including strategic thinking, micro & macro OB, change management & adaptability, conflict resolution, decision making, team building, leadership, etc., as the case may be.

4. Eligibility and Pre-Qualification Criteria

- 4.1. NPS Trust has set up minimum eligibility criteria for bidders. All bidding entities must meet the following criteria (latest on the date of submission of their bids and shall also continue to meet the same until the closure of this RFP Process) and must enclose supporting documents along with the proposal.

Sl. No.	Eligibility Criteria	Supporting Documents
1.	The legal structure of the Bidder as on the date of this RFP document, should be a company registered under the Companies Act 1956, or Companies Act, 2013 or a partnership firm registered under the Partnership Act, 1932 or a limited liability partnership registered under the Limited Liability Partnership Act, 2008 or an autonomous institution approved by the	<ul style="list-style-type: none"> a. Copy of certificate of incorporation by the competent authority or Partnership Deed in case of partnership firms b. Copy of GST registration c. Copy of PAN d. d. Address proof

Sl. No.	Eligibility Criteria	Supporting Documents
	<p>Government</p> <p>Note:</p> <ul style="list-style-type: none"> ➤ Individuals are not eligible to participate in this RFP Process 	
2.	<p>The Bidder should not have been blacklisted/ debarred by any Government/ Government Entity/ Statutory authority/ court of law in India.</p>	<p>Undertaking in the format as specified under Annexure-II</p>
3.	<p>The Bidder shall not have any legal cases against it in any jurisdiction. In case there are pending cases, the details of such cases must be provided with the bid (NPS Trust reserves the right to reject the bid based on the nature of the pending case)</p>	<p>Undertaking in the format as specified under Annexure-II</p>
4.	<p>The Bidder shall have a minimum business experience of 5 years in providing HR Consultancy Services. In case of mergers/ acquisitions/ restructuring or name change the date of establishment of earlier/ original institution can be taken into account. If the bidding entity was part of the parent company, the parent company may be reckoned. A disclaimer would be required to this effect.</p>	<p>Letter of commencement of business in case of a public company and registration certificate in respect of others.</p>
5.	<p>The Bidder should have successfully completed, preferably during the last 5 years (as on bid due date) at least 3 projects having similar scope of work (as defined under para 3 of this RFP document). At least 2 projects should have been for an entity (preferably a public sector entity) in Banking, Financial Services, and Insurance (BFSI) sector.</p> <p>Note: The bidder may be required to arrange a site visit/ discussions with at least one such client.</p>	<p>a. Copy of Offer of appointment or service/work order</p> <p>b. Impact assessment/ Work completion certificate issued, if any.</p>
6.	<p>The Bidder shall have a minimum average annual turnover in providing Consultancy services of ₹ 1 crore during any three of the four financial years immediately preceding the current</p>	<p>a. A certificate from the statutory auditor certifying the turnover details of last four financial years, or;</p>

Sl. No.	Eligibility Criteria	Supporting Documents
	financial year in respect of its offices located in India	b. Self-certified copies of the audited financial statements for the last four financial years.
7.	The Bidder shall have reported net profit for at least 3 of the 4 financial years immediately preceding the current financial year. The bidder must warrant that it is a going concern, financial solvent i.e. able to meet its debts when they fall due	a. A certificate from the statutory auditor certifying the net profit in last four financial years, or; b. Self-certified copies of the audited financial statements for the last four financial years.
8.	The Bidder shall have a full-fledged office with the ability to provide the requisite personnel	Proof of office address and details of HR specific personnel

4.2. Format for submission of fulfilment of eligibility criteria details is given at Annexure-I to this RFP document.

5. Bid Submission Checklist

Bid must be accompanied with the following documents:

Sl. No.	Enclosures to the Bid	Status (Submitted/Not Submitted)	Page No.
(Eligibility Criteria)			
1.	Eligibility Criteria Details (as per Annexure-I)		
(Technical Bid)			
1.	Technical Bid Submission Form (as per Annexure-IV)		
2.	Technical Proposal (As per Annexure-V)		
(Commercial Bid)			
1.	Commercial Proposal Submission Form (as per Annexure –VI)		
2.	Commercial Proposal (As per Annexure-VII)		

6. Bid Evaluation

6.1 Technical Proposal Evaluation

6.1.1 A duly constituted committee of NPS Trust will carry out evaluation of Technical Bids, based on the marking system as specified in the Table below. Each pre-qualified bid shall be attributed a Technical Score. The Bidders are also required to give a presentation* detailing various aspect as per the details included in the Table below. If required, feedback will also be sought from the institutions where the bidders have undertaken similar work. Concerned bidders shall be required to facilitate the same. Marks out of 1000 shall be awarded as per the Technical Bid Evaluation and the presentation before the Evaluation Committee. Bidders scoring at least **750** marks shall be considered suitable for Evaluation of commercial bid.

Sl. No.	Particulars	Maximum Marks
Technical Criteria		
1.	Organisation profile including years of existence and business proficiency	200
2.	Team Profile including: <ul style="list-style-type: none"> • Composition of team • Education Qualification • Professional experience 	200
3.	Case studies/ work experience including: <ul style="list-style-type: none"> • Number of projects with similar scope of work • Sector of the clients 	200
Presentation Criteria		
4.	Understanding of scope of work	75
5.	Approach and Methodology	100
6.	Strengths of the bidders in implementation of the proposed System	150
7.	Project Plan including: <ul style="list-style-type: none"> • Timelines • Milestone details • Number of resources required 	75
Total		1000#

* The Bidders are not required submit the presentation along with the technical bid, however, they must take note that NPS Trust may invite the bidders for technical presentation at a short notice and they should be prepared with the same. No extension in this regard shall be given at a later stage.

#final score would be converted to a scale of 100

6.1.2 In case the number of bidders scoring 750 marks or more in technical evaluation is less than three (3), then NPS Trust, at its discretion, may consider the top 3 bidders, subject to obtaining marks not less than 600 for the purpose of evaluation of their commercial bids.

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

$$\mathbf{RTS = T / T High}$$

Where:

RTS = Relative score obtained by the bidder

T = Technical score obtained by bidder under consideration

T High = Highest Technical score secured among the bidders

6.2 Commercial Proposal Evaluation

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

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

$$\mathbf{RCS = C Low / C}$$

Where:

RCS = Relative score obtained by the bidder

C = Commercial bid value of the bidder under consideration

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

6.3 Score Computation Methodology

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

$$\mathbf{TS = RTS * 0.70 + RCS * 0.30}$$

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

6.3.3 Illustration of the scoring methodology is given in the following table:

Sl. No.	Bidder	Technical Evaluation Score	Nominal Bid Price	a = (T / T High)*0.70 i.e.(T/95)*0.70	b = (C Low / C) *0.30 i.e. (65 / C) * 0.30	Total Score (TS) = a + b
1	X	95	80	0.70	0.24	0.94
2	Y	85	70	0.63	0.28	0.91
3	Z	80	65	0.59	0.30	0.89

6.3.4 In the above illustration, Bidder X has the highest total score and hence, its bid would be considered the best valued bid. Further, in case of a tie between two bidders, the bidder with higher relative technical score would be considered as the best valued bid.

Annexure – I

Declaration in respect of fulfilment of minimum eligibility criteria

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

(To be submitted on the letterhead of the Bidder)

[Date]

The General Manager (HR),

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

Dear Sir/Madam,

Subject: Basic information about the Bidder and declaration regarding Minimum Eligibility criteria (Ref: RFP Document: Appointment of a Consultant for HR Transformation at National Pension System Trust)

1. Having examined the RFP documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the RFP document. We are hereby submitting our proposal, which includes general information and status of compliance of Minimum Eligibility Criteria. The details are as under:

A. General Information

Sl. No.	Particulars	Details
1.	Basic information of the bidder	
a.	Name of Bidder	
b.	Country of incorporation	
c.	Address of the corporate headquarters and its branch office(s), if any, in India	
d.	Date of incorporation and / or commencement of business	
e.	Bidder is a Private / Public Limited Company or Partnership Firm (including LLP) or an autonomous Body. Please give details & enclose relevant papers / certificate	
f.	Details of Income Tax Registration (Enclose PAN / GST Details)	
g.	Organisational Chart	Please attach a copy
h.	List of Current Directors	
i.	Other key management personnel	

1.	Brief description of the Company including details of its main lines of business.	
2.	Details of individual who will serve as the point of contact/ communication within the Company: a) Name b) Designation c) Address d) Telephone Number / Mobile e) E-Mail Address	
3.	Conflict of interest, if any	

B. Status of Compliance with Minimum Eligibility Criteria

Sl. No.	Eligibility Criteria	Fulfilled completely (Yes/No)	List of Documents provided and Page Number	Remarks
1.	The legal structure of the Bidder as on the date of this RFP document, should be a company registered under the Companies Act 1956, or Companies Act, 2013 or a partnership firm registered under the Partnership Act, 1932 or a limited liability partnership registered under the Limited Liability Partnership Act, 2008, or an autonomous institution approved by the Government			
2.	The Bidder should not have been blacklisted/ debarred by any Government/ Government Entity/ Statutory authority/ court of law in India.			
3.	The Bidder shall not have any legal cases against it in any jurisdiction. In case there are pending cases, the details of such cases must be provided with the bid (NPS Trust reserves the right to reject the bid based on the nature of the pending case)			

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5.	<p>The Bidder should have successfully completed, preferably in last 5 years (as on bid due date) at least 3 projects having similar scope of work (as defined under para 2 of this RFP document). At least 2 projects should be for an entity (preferably a public sector entity) in Banking, Financial Services, and Insurance (BFSI) sector.</p> <p>A. Details of the fulfilment of eligibility criteria</p> <table border="1" data-bbox="379 1384 1497 1507"> <thead> <tr> <th data-bbox="379 1384 775 1462">Fulfilled Completely (Yes/No)</th> <th data-bbox="775 1384 1169 1462">List of Documents Provided</th> <th data-bbox="1169 1384 1497 1462">Remarks</th> </tr> </thead> <tbody> <tr> <td data-bbox="379 1462 775 1507"></td> <td data-bbox="775 1462 1169 1507"></td> <td data-bbox="1169 1462 1497 1507"></td> </tr> </tbody> </table> <p>B. Details of the Previous Projects</p> <table border="1" data-bbox="331 1619 1501 1877"> <thead> <tr> <th data-bbox="331 1619 421 1787">Sl. No.</th> <th data-bbox="421 1619 679 1787">Name and Location of the project</th> <th data-bbox="679 1619 852 1787">Duration of the project</th> <th data-bbox="852 1619 1042 1787">Scope of the project</th> <th data-bbox="1042 1619 1201 1787">Project Fee</th> <th data-bbox="1201 1619 1501 1787">Client Name and category (Govt/ Non-Govt)</th> </tr> </thead> <tbody> <tr> <td data-bbox="331 1787 421 1832">1.</td> <td data-bbox="421 1787 679 1832"></td> <td data-bbox="679 1787 852 1832"></td> <td data-bbox="852 1787 1042 1832"></td> <td data-bbox="1042 1787 1201 1832"></td> <td data-bbox="1201 1787 1501 1832"></td> </tr> <tr> <td data-bbox="331 1832 421 1877">2.</td> <td data-bbox="421 1832 679 1877"></td> <td data-bbox="679 1832 852 1877"></td> <td data-bbox="852 1832 1042 1877"></td> <td data-bbox="1042 1832 1201 1877"></td> <td data-bbox="1201 1832 1501 1877"></td> </tr> </tbody> </table> <p>Note:</p> <ul style="list-style-type: none"> ➤ Add rows as required ➤ Each project profile has to be duly supported by documentary evidence from the client side like Work Order, Agreement, and Completion Certificate for 	Fulfilled Completely (Yes/No)	List of Documents Provided	Remarks				Sl. No.	Name and Location of the project	Duration of the project	Scope of the project	Project Fee	Client Name and category (Govt/ Non-Govt)	1.						2.								
Fulfilled Completely (Yes/No)	List of Documents Provided	Remarks																										
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1.																												
2.																												

Sl. No.	Eligibility Criteria	Fulfilled completely (Yes/No)	List of Documents provided and Page Number	Remarks											
	being considered for marking. Projects without evidence may be rejected. Bidders are advised to highlight relevant sections of the documentary evidence for quick reference of the NPS Trust. Only eligible projects (as per terms & conditions as provided in this RFP Document) shall be considered for marking.														
6.	The Bidder shall have a minimum average annual turnover in providing Consultancy services of ₹ 1 crore during any three of the four financial years immediately preceding the current financial year in respect of its offices located in India	<table border="1"> <thead> <tr> <th>Financial Year</th> <th>Turnover (in ₹)</th> </tr> </thead> <tbody> <tr> <td>2023-2024</td> <td></td> </tr> <tr> <td>2022-2023</td> <td></td> </tr> <tr> <td>2021-2022</td> <td></td> </tr> <tr> <td>2020-2021</td> <td></td> </tr> </tbody> </table>		Financial Year	Turnover (in ₹)	2023-2024		2022-2023		2021-2022		2020-2021			
Financial Year	Turnover (in ₹)														
2023-2024															
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2021-2022															
2020-2021															
7.	The Bidder shall have reported net profit for at least 3 of the 4 financial years immediately preceding the current financial year. The bidder must warrant that it is a going concern, financial solvent i.e. able to meet its debts when they fall due	<table border="1"> <thead> <tr> <th>Financial Year</th> <th>Profit (in ₹)</th> </tr> </thead> <tbody> <tr> <td>2023-2024</td> <td></td> </tr> <tr> <td>2022-2023</td> <td></td> </tr> <tr> <td>2021-2022</td> <td></td> </tr> <tr> <td>2020-2021</td> <td></td> </tr> </tbody> </table>		Financial Year	Profit (in ₹)	2023-2024		2022-2023		2021-2022		2020-2021			
Financial Year	Profit (in ₹)														
2023-2024															
2022-2023															
2021-2022															
2020-2021															
8.	The Bidder shall have a full-fledged office with the ability to provide the requisite personnel														

2. In case NPS Trust needs additional information/ clarification, we shall furnish the same within the time frame as specified by the Trust
3. In case, the NPS Trust finds any deviation, information furnished is incorrect or misrepresented, the Trust may take decision as deemed fit, without giving any explanation.
4. We understand you are not bound to accept any proposal you receive.

Yours faithfully,

Signature of the authorised signatory with stamp

Name:

Designation:

Place:

Date:

Note: A letter of authorisation as per Annexure-X shall be enclosed

Annexure –II

Format for Undertaking

Undertaking from the Bidder
Non-Blacklisting / Non –Debarment/ No Legal Action
(On Organization’s letterhead)

1. We hereby declare that we, M/s. _____, submitting the accompanying Bid/Tender and any partner (in case of partnership firm) involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have not been placed on blacklist declared by any Bank, Financial Institution, Govt's Vendor Blacklist or debarred, except as indicated below:

(Here give particulars of blacklisting/debarment and in absence thereof state “NIL”)*

* We hereby declare that, we have not withdrawn any bid after being selected as L1

2. We declare that, as on date, no legal action has been initiated against us for any cause in any legal jurisdiction or that, as on date legal action has been initiated against us in respect of(as per details enclosed), however, the same does not affect our ability to deliver the RFP requirements.
3. 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.

Signature of the Authorised signatory with stamp

Name:

Designation:

Place:

Date:

Annexure-III

General Terms and Conditions

1. The Bid submitted/uploaded by the Bidder, as well as all correspondence and documents relating to the Bid will be in English language.
2. 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.
3. 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.
4. 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.
5. This RFP document neither constitutes nor should be interpreted as an offer or invitation for appointment.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.

11. 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.
12. 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.
13. For any queries, the prospective bidder(s) may write to NPS Trust at priyanka.meena@npstrust.org.in with subject line “**RFP Document – HR Transformation at NPS Trust**” in the format as given below within 10 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 10 days will not be considered.

S. No.	RFP Document Page and Clause number	Query

14. The pre-bid meeting to be held physically on **20 February, 2025** at 03:00 pm at National Pension System Trust, B-302, Tower B, B-302, third floor, World Trade Center, Nauroji Nagar, New Delhi-110029
15. 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>
16. 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 priyanka.meena@npstrust.org.in. The mail request should be sent at-least 2 days before the date of presentation. Any other request received after that shall not be considered.
17. 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.
18. 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.

19. 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.
20. 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.
21. The appointed bidder(s) accepts to comply with and abide by such instructions and directions that NPS Trust may issue from time to time.
22. 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.
23. The proposal/ bid shall be valid for a period of 90 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.
24. 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-IX.
25. 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.

26. 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.
27. The person(s) signing the bid documents should be authorised and shall affix their initials on all pages of the bid.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.

34. Performance Guarantee:

- i. The selected bidder shall deposit with NPS Trust within fourteen (14) days from the award of work, 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.

35. 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.

36. 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.
37. 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.
38. All the obligations under the agreement will be performed by the successful bidder and is not permitted to be assigned.
39. 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.
40. 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.

41. 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 ____ 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.

42. **Warranties on Termination of agreement:** In the event of termination of this Agreement, the bidder warrants that:
 - I. The bidder will deliver to NPS Trust all work in progress, documents, data, and materials related to the services performed under this Agreement in an organized and usable form within ____ days of termination.
 - II. 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.
 - III. It will provide reasonable assistance and respond to any queries related to the completed work for a period of ____ months after termination or completion, without additional cost to NPS Trust.

43. 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.

44. **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 endeavours. Disputes unresolved, if any, shall be settled by way of arbitration, to be conducted under the provisions of the Arbitration and Conciliation Act, 1996, as amended, by a sole arbitrator appointed mutually by the parties. The proceedings of arbitration will be conducted at New Delhi and the cost will be borne equally by the parties.

Annexure-IV

Technical Proposal Submission Form

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

(On the Letterhead of the Bidder)

[Date]

The General Manager (HR),

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

Dear Sir/Madam,

Ref: RFP Document: Appointment of a Consultant for Human Resources (HR) Transformation at National Pension System Trust.

1. Having examined the RFP documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the RFP document. We attach hereto our response to the RFP document, which constitutes our proposal for being considered for appointment as Consultant for HR Transformation at NPS Trust covering gap analysis, Long term HR strategy, policy development and Implementation, organisational structure and learning & development. We undertake that if our proposal is accepted, we shall adhere to the Project timelines set out in the RFP document or such adjusted plan as may subsequently be mutually agreed between us and NPS TRUST/ its appointed representatives.
2. If our proposal is accepted, we shall submit a Performance Bank Guarantee in the format given in the RFP document (Annexure VIII) issued by a Scheduled Bank in India, acceptable to NPS TRUST, as per the details specified in the RFP document for due performance of the contract and shall also sign the agreement with NPS TRUST as soon as we are called upon to sign the same by NPS TRUST.
3. We agree to unconditional acceptance of all the terms and conditions set out in the RFP document and to abide with the terms of the contract, if selected.
4. We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the NPS TRUST is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead NPS TRUST as to any material fact. We understand that in the event of my information being found false or incorrect at any stage, our

application / appointment shall be liable to cancellation / termination without notice or any compensation in lieu thereof.

5. On behalf of the applicant, the undersigned undertake and affirm that if during the tenure of assignment, any of the core and/ or other team members are not available due to resignation etc., then another person of the similar qualification & experience would be made available with the concurrence of NPS Trust.”
6. We shall observe confidentiality of all the information parted on to us in course of the bidding process and shall not use the information for any other purpose than the current bid.
7. We also understand that NPS Trust is not bound to accept the offer either in part or in full or to assign any reason for the same.
8. It is hereby confirmed that I/ We are entitled to act on behalf of our corporation/ company/ firm/ organization and are empowered to sign this RFP document as well as such other documents, which may be required in this connection.

Date:

(Signature)

In the capacity of:

Duly authorized to sign the Response for and behalf of:

Name and Address of Company:

Seal/Stamp of bidder:

Witness Details

Witness Signature:

Witness Name:

Witness Address:

Annexure-V

Technical Proposal

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

Instructions for Bidders:

1. The font should be Georgia and font size should not be less than 12.
2. The Technical Proposal shall include the following:
 - a) Brief background of the bidding organization covering the area of business/ expertise
 - b) Understanding of the scope of the work outlined in the RFP document
 - c) Approach and methodologies to be deployed towards scope of work of this RFP document
 - d) Project plan consisting of milestones and completion timelines thereof
 - e) Details of the Team* including Team profile and Resume of proposed team members:
 - Team Profile:

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

*The team lead shall have an MBA in HR and minimum 15 years of experience of working in similar assignments

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

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

- f) Three relevant case studies
- g) Details as to how the organisation is best suited to deliver this project for NPS Trust.

Annexure-VI

Commercial Proposal Submission Form

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

(On the Letterhead of the Firm)

[Date]

The General Manager (HR),

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

Dear Sir/Madam,

Ref: RFP Document: Appointment of a Consultant for Human Resources (HR) Transformation at National Pension System Trust.

1. Having examined the RFP documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the RFP document. We attach hereto our response to the RFP document, which constitutes our proposal for being considered for appointment as Consultant for HR Transformation at NPS Trust covering gap analysis, Long term HR strategy, policy development and Implementation, organisational structure and learning & development. We undertake that if our proposal is accepted, we shall adhere to the Project timelines set out in the RFP document or such adjusted plan as may subsequently be mutually agreed between us and NPS TRUST/ its appointed representatives.
2. We undertake that if our proposal is accepted, we shall adhere to the Project timelines set out in the RFP document or such adjusted plan as may subsequently be mutually agreed between us and NPS TRUST/ its appointed representatives.
3. We attach hereto our response as mentioned in the RFP document, which constitutes our proposal.
4. We undertake that if our proposal is accepted, we shall adhere to the Project timelines put forward in the RFP document or such adjusted plan as may subsequently be mutually agreed between us and NPS TRUST/ its appointed representatives.

5. If our proposal is accepted, we shall submit a Performance Bank Guarantee issued by a Scheduled bank in India as acceptable to NPS Trust as per format prescribed at Annexure VIII. We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and shall also sign the contract with NPS Trust as soon as we are called upon to sign the same by NPS Trust and abide with the terms and conditions of such contract.
6. I/We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the NPS TRUST is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead NPS TRUST as to any material fact. I/We understand that in the event of my information being found false or incorrect at any stage, my application / appointment shall be liable to cancellation / termination without notice or any compensation in lieu thereof.
7. On behalf of the applicant, the undersigned undertake and affirm that if during the tenure of assignment, any of the core and/ or other team members are not available due to resignation etc., than another person of the similar qualification & experience would be made available with the concurrence of NPS Trust.
8. We shall observe confidentiality of all the information parted on to us in course of the bidding process and shall not use the information for any other purpose that the current bid.
9. We also understand that NPS TRUST is not bound to accept the offer either in part or in full or to assign any reason for the same.
10. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this RFP document as well as such other documents, which may be required in this connection.

Date:

(Signature)

In the capacity of:

Duly authorized to sign the Response for and behalf of:

Name and Address of Company:

Seal/Stamp of bidder:

Witness Details

Witness Signature:

Witness Name:

Witness Address

Annexure-VII

Commercial Proposal

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

Commercials for providing services as a consultant for the HR Transformation at National Pension System Trust.

(Charges should be inclusive of Out-of-Pocket expenses such as travel and all other costs incidental to execution of project and exclusive of all the applicable taxes. The applicable taxes should be indicated separately while raising the bill for payment of fee).

Sl. No.	Particulars	Amount (in figures) INR (exclusive of applicable taxes)	Amount ((in Words) INR (exclusive of applicable taxes)
1			
2			
3			
	Total		

Annexure-VIII

Format for Performance Bank Guarantee

To

The General Manager (HR),
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 consultant for HR transformation at National Pension System Trust(NPS Trust) to provide services including gap analysis, policy development, organisational structure, learning and development and other requirements as provided in this RFP document.

Ref: Letter of Award as consultant for HR transformation 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.----- /-(Rupeesonly), as may be demanded by NPS Trust, upon any defaults or breach being committed by the “< firm name>” or any loss or damage caused to or suffered or would be caused to or suffered NPS Trust without NPS Trust needing to prove or to show grounds or reasons for demanding the sum(s) under this Performance Bank Guarantee.

5. The Bank Guarantee shall be valid till up to 60 days post completion of the contractual obligations of <firm name>
6. This performance Bank Guarantee shall not be affected by any change in the constitution of the <Firm Name> or therewith or reconstruction or winding up, but will inure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee and throughout the period.
7. That no claim under this guarantee shall be entertained by us unless the same has been preferred by National Pension System Trust by the said date.
8. We hereby confirm that we have the power/s to issue this guarantee in your favour under the Constitution and business procedure of our Bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this Performance Bank Guarantee in your favour under the Power of Attorney issued by the Bank.
9. We undertake to pay National Pension System Trust money so demanded notwithstanding any dispute or disputes raised by <Firm Name> in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal, and is independent of any or all rights or obligations, inter se of the parties to the said contract, viz. < Firm Name> and NPS Trust. The payment so made by us pursuant to this Performance Bank Guarantee shall be a valid discharge of our liability for payment there under and <Firm Name> shall have no claim against us for making such payment.
10. Notwithstanding anything contained hereinabove:
 - i. Our liability under this guarantee shall not exceed Rs___/- (Rupees... only).
 - ii. We shall not revoke the guarantee during its currency except with the previous consent of National Pension System Trust in writing.
 - iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written demand on or before the expiry of this guarantee.
11. All claims under the guarantee will be payable at New Delhi.
12. This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled.

Date:

Place:

Witness:

(Bank's common seal)

Annexure-IX

Non-Disclosure Agreement

(Between the Service Provider 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 “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 _____ 2024 appointed the Service Provider for acting as consultant for HR Transformation 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 that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its other clients;
- (c) Not to make or retain copy of any details of the information, business or marketing plans, subscriber lists, proposals developed by or originating from NPS Trust or any of the intermediaries under the NPS architecture.
- (d) Not to make or retain copy of any details of results of any audits, tests, analysis, extracts or usages carried out by the 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.

20. Dispute Resolution:

- i. The parties agree to resolve all disputes, if any, arising under the present agreement, through negotiation, in good faith and using their best endeavours. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.
- ii. Disputes unresolved, if any, arising between two parties shall be settled by way of arbitration, to be conducted under the provisions of the Arbitration and Conciliation Act, 1996, as amended, by a sole arbitrator to be appointed with the consent of both the parties. The arbitration proceedings shall be conducted at New Delhi only. The cost of arbitration shall be borne equally between the parties. Any further proceedings arising out of or in relation to such arbitration proceedings or any other legal proceedings which either party to this contract may wish to initiate against the other, shall be instituted subject to exclusive jurisdiction of courts at New Delhi only.

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

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

National Pension System Trust
B-302, Tower B, 3rd 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

Annexure-X

Letter of Authorisation for submission of response

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

[Date]

The General Manager (HR),

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

Dear Sir/Madam,

Ref: RFP Document: Appointment of a Consultant for Human Resources (HR) Transformation at National Pension System Trust.

1. This has reference to your above RFP for appointment of consultant. Mr./ Ms. is hereby authorized to submit the response documents, to submit sealed response, and to sign any documents pertaining to the RFP on behalf of our organization for all the services required by NPS Trust as called for vide aforementioned RFP, on behalf of our organisation.
2. He/ She is also authorized to take decisions on behalf of the company till the RFP process is completed. Certified photocopy of Power of Attorney (POA) of the person authorizing such person is duly submitted.

Name and Signature of the Authorised Signatory:

Signature of the Authorising Authority:

Name of the Authorising Authority: