



Open Tender Document

**Request for Proposal for Appointment of
FATCA/CRS Consultant of NPS Trust for
the Financial year 2025-26**

National Pension System Trust

B-302, Tower B, 3rd Floor,
World Trade Centre Building,
Nauroji Nagar, New Delhi 110029

Date: 29 December 2025

Appointment of FATCA/CRS Consultant of NPS Trust for the Financial year 2025-26

The National Pension System Trust (hereinafter referred to as 'NPS Trust') Requests for proposals from professional entities (hereinafter referred to as "Firm(s)") with a proven track record in handling FATCA/CRS compliances and setting up related process for Reporting Financial Institutions to undertake assignment as FATCA/CRS Consultant of NPS Trust for the Financial year 2025-26.

Proposal Number	NPST/11/19/17/2021-IT/2025-26/02
Primary point of contact	<p>Shri Harit Setia Deputy General Manager Email: harit.setia@npstrust.org.in Phone: 011-35655222</p> <p>Shri Ganesh Yadav Manager, NPS Trust Email: ganesh.yadav@npstrust.org.in Phone: 011-35655222</p>
Address for communication/ meetings	B-302, Tower-B, 3rd Floor, World Trade Centre, Nauroji Nagar, New Delhi-110029
Date of issue of RFP	29 th December 2025
Last date and time for submission of pre-bid queries for clarification from bidders, on emails mentioned in the primary point of contact	5 th January 2026
Meeting date and time to offer response/clarification on pre-bid queries	7 th January 2026, 03:00 PM
Last date and time for submission of the proposal documents	22 nd January 2026, 03:00 PM
Opening of Technical bids	22 nd January 2026, 05:00 PM
Opening of Financial bids of technically qualified bidders	Date of opening commercial bids would be advised to the technically qualified bidders after completion of the process of evaluation of Technical Bids including presentations by the bidders.
Result Declaration	After due approval from competent authority
Venue of meetings: 1. Clarify pre-bid queries 2. Opening of Technical bids 3. Opening of Financial bids 4. Result declaration	<p>Address for communication mentioned above.</p> <p>A representative (maximum 1) of each bidder may be present during meetings. However, meetings would be conducted even in the</p>

	absence of any or all of the bidders representatives.
Issuance of Letter of Award	After due approval of the competent authority

Note: In case any of the days as per schedule mentioned above happens to be a weekend (Saturday and Sunday) or a declared holiday, the said event shall be held on the following working day at the same time and venue.

The bid document can be downloaded from the website of NPS Trust <https://www.npstrust.org.in> or CPP portal.

Sd/-
General Manager
National Pension System Trust

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Appointment of FATCA/CRS Consultant of NPS Trust for the Financial Year 2025-26

1. INTRODUCTION

- 1.1. NPS Trust, established by Pension Fund Regulatory & Development Authority (hereinafter referred to as 'PFRDA') as per the provisions of the Indian Trusts Act, 1882 takes care of the assets and funds under various pension schemes administered by PFRDA in the interest of the subscribers. The powers, functions and duties of NPS Trust are laid down under the PFRDA (National Pension System Trust) Regulations, 2015, besides the provisions of the Trust Deed dated 27th February 2008.

2. BACKGROUND

United States of America enacted provisions commonly known as the Foreign Account Tax Compliance Act ("FATCA"), which introduced a reporting regime for financial institutions with respect to certain accounts. An Inter-Governmental Agreement and Memorandum of Understanding (MoU) between the Government of India and the Government of the United States of America, to improve International Tax Compliance and to implement Foreign Account Tax Compliance Act of the United States of America, was signed at New Delhi on the 9th day of July, 2015. Under the said agreement, each party shall obtain the specified information with respect to all reportable accounts and shall annually exchange this information with the other party on an automatic basis pursuant to the provisions of Article 28 of the convention.

The date of entry into force of the said Agreement was the 31st day of August, 2015, being the date of notifications of completion of necessary internal procedures as required. Accordingly the Central Government notified that for the exchange of information with respect to taxes, as set out in the said Agreement, shall be given effect to in the Union of India with effect from the 31st August, 2015, that is, the date of entry into force of the said Agreement.

Common Reporting standard (CRS) is a global level uniform standard for automatic exchange of financial account information. CRS, an initiative of G-20 countries and Organisation for Economic Co-operation and Development (OECD) and is similar to FATCA. Under this standard, jurisdictions would obtain financial information from their financial institutions and exchange that information with other jurisdictions on an automatic annual basis.

For implementation of FATCA and CRS, necessary legislative changes have been made in the Income-tax Act, 1961 and Income-tax Rules, 1962. Rules 114F, 114G & 114H and Form 61B have been inserted to provide legal basis for the Reporting Financial Institutions (RFIs) for maintaining and reporting information about the Reportable Accounts.

Role of NPS Trust

CBDT vide press release dated 31st August 2015 and 31st December 2015 has issued Guidance note for implementation of FATCA and CRS which was further updated in May 2016 and November 2016. In the Guidance note, NPS Trust has

been specified as Reporting Financial Institution to report the information for the relevant NPS investor as it being the nodal point for co-ordination of the operations of intermediaries and is responsible for monitoring and evaluation of operational and service level activities of all intermediaries.

NPS Trust has been registered under FATCA and obtained the GIIN. It has to comply with the reporting requirements under New Global Standards on Automatic Exchange of information (FATCA and CRS) as per Income Tax Act, 1961 and other domestic rules (Rule 114F to 114H).

Role of CRA

National Pension System (NPS) is an “unbundled architecture” model, where key functions of pension management are separated and assigned to different intermediaries, specialized entities. Under NPS, Central Record Keeping Agencies (CRA) onboards and create subscribers pension accounts by generating Permanent Retirement Account Number (PRAN) and manages subscribers records amongst other things. CRAs are the nodal point for communication with the subscribers.

3. OBJECTIVE

The objective of this assignment is to assist NPS Trust to comply with the reporting requirements under the global standards on automatic exchange of information (FATCA and CRS) so as to ensure NPS Trust is fully FATCA and CRS compliant as per Income Tax Act, 1961 and other domestic rules (Rule 114F to 114H)

4. SCOPE OF WORK

4.1. Activities related to:

a) Central Recordkeeping Agencies

- Review and identify gaps and provide suggestions on existing policies, procedures and internal checks relating to on-boarding of subscribers, account opening, including account opening form, self-declaration form and other profile checks, relating to identification of reportable accounts, TIN/other validations, and generation of requisite data/reports for filing with regulatory authorities.
- The suggestions to be ably supported with directive issues by CBDT or OECD (if communication/directive on any specific matter is not available from CBDT), to have consistency in terms of best practices.
- Suggest customer communication strategy at different stages through the period of engagement and provide inputs for preparation of communication material.
- Conduct a quarterly review of the:
 - New accounts onboarded or existing accounts where there is a change in tax residency status, to review identification and classification of reportable accounts in the system.

- Implementation and operational status of various checks and processes, for identification of reportable accounts.
- Implementation and operational status of the pending system enhancements, review and suggest possible further enhancements in the system/processes.

b) National Pension System Trust

- Prepare a detailed approach note for each filing, clearly articulating how adherence to applicable regulatory guidelines relating to identification and reporting of reportable accounts, for the reporting period has been ensured. This includes designing templates for seeking additional information from new and existing accounts (subscribers), procedures undertaken for identifying reportable accounts, data compilation and validation.
- Review details of annual reportable accounts and support in annual filing. Review of updated information received from subscribers w.r.t. earlier defects and accordingly support in filing of correction statements to rectify such earlier defects.

4.2. Consultancy support

- a. Technical advisory services on all matters related to FATCA/CRS compliance, including interpretation of applicable rules, amendments and regulatory directives.
- b. Technology advisory services to leverage technology and automation to improve the traceability, accuracy, efficiency and reporting.
- c. Assist in responding to queries, notices, and orders from regulatory authorities (e.g., IRS, CBDT and other tax authorities) on FATCA/CRS compliance matters and represent the Trust in front of tax authorities, wherever required.

4.3. Reporting

As per agreed format, publish reports on a quarterly basis including the following:

- An update on the activities carried out against the scope of services.
- An update on the pending (past years) defects of reportable accounts and subsequent filings undertaken to rectify pending defects.
- A MIS on the follow-ups undertaken with the subscribers for the purpose of rectifying pending defects.
- A MIS relating to FATCA/CRS reportable accounts identified during the year.
- Other activities undertaken during the year like specific issues found during system reviews and checks, including any incorrect or missing declarations, incomplete documentation, or misclassifications.

4.4. Key resources

Minimum 3 dedicated resources:

1. One full-time officer/manager level resource with experience in handling FATCA/CRS compliance for 2 or more years.
2. One team leader level resource with experience in handling FATCA/CRS compliances for 5 or more years.
3. One senior management/partner level resource to be available for critical issues/need basis with professional experience of 15 or more years.

5. ELIGIBILITY CRITERIA

The bidding firm must meet the following criteria:

S. No.	Parameters	Supporting documents
1	The bidding entity should be a company registered under the companies act 2013 or a LLP under the LLP Act 2008 and has business operations in consultancy services for more than 10 years.	Relevant documents evidencing status and business operations of bidder such as certificate of incorporation, certificate of commencement of business, GST registration certificate, financial statements should be provided.
2	Expertise in Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS) laws, as applicable in India. The firm should be fully conversant with: 2.1. Definitions, regulatory provisions/directive, required due diligence for identification of reportable accounts, filing reports/formats and reporting processes. 2.2. The CRS requirements, including standards issued by the OECD 2.3. Implementation requirements for adherence to Indian Income-tax Rules 1962 (Rules 114F to 114H, Form 61B) and all relevant guidance issued by CBDT.	Presentation by the bidding firm (refer s.no. 4 of technical evaluation section)

3	<p>Minimum experience of three years of the entity or at group level (w.r.t. Indian statutory framework on FATCA/CRS compliance) for any of the followings:</p> <p>3.1. Writing Policies and Standard Operating Procedures for Identification and classification of reportable accounts, prepare and filing of requisite reports/forms.</p> <p>3.2. Validating Tax Identification Numbers (TINs) and TIN equivalent formats issued by US (FATCA) and other countries (CRS), in line with OECD standards.</p> <p>3.3. Identification, classification and ensuring accurate and timely regulatory reporting of reportable accounts.</p> <p>3.4. Advising on systemic implementation of FATCA and CRS policies/processes in large-scale operational settings.</p> <p>3.5. Remediating reporting issues and handling regulatory, including penalty, proceedings on behalf of client and representing on behalf of client to statutory authorities.</p>	<p>Details of work done/at hand should be given on a letterhead in a tabular format giving name of clients (RFIs), type of work undertaken and period of assignment. The details should be supported with self-certified copies of appointment letters or work orders or agreements or similar documentation in last 3 years. (FY 2022-23 to FY 2024-25)</p>
4	Bidder should not have been barred/blacklisted by any regulator or statutory body in India.	Self-declaration on a letter head signed by authorised signatory.
5	Bidder should have a minimum annual Turnover/Income of ₹ 2 crore	Audited financials for FY 2024-25 or CA Certified provisional financials for FY 2024-25 supported with related GST returns.
6	Bidder should have an overall staff strength of 50 or more.	List of staff certified by the head of HR of the organization.

6. PAYMENT OF FEES

The fees for the assignment will be paid annually to the appointed firm by NPS Trust after receipt of invoice and upon the acceptance and successful filing of the regulatory reports and receipt of other services to the satisfaction of NPS Trust. No advance will be paid. In event of non-submission or failure to provide services as per the requirements listed herein, NPS Trust may pay nil or a lower fee, as the case may be and the decision of NPS Trust in regard thereto, shall be final and binding.

7. ESTIMATED VALUE

The estimated annual fee is ₹ 4,75,000/- plus GST (including out of pocket expenses) for the assignment of FATCA/CRS Consultant for the FY2025-26.

8. BID SUBMISSION

NPS Trust invites tenders in Two Bid System (Technical Bid and Commercial Bid) from bidders for Appointment of FATCA/CRS Consultant of NPS Trust for the Financial year 2025-26.

Technical and commercial bids shall be placed in two separate sealed envelopes viz., Envelope I for Technical Bid Documents and Envelope II for Commercial Bid Documents and both envelopes to be put in third parent envelope. The envelopes will be superscribed as follows:

Envelope I – **‘Technical Bid** for Appointment of FATCA/CRS Consultant of NPS Trust for the Financial year 2025-26.’ The Technical Bid Documents will include duly signed copy of the RfP along with filled and signed Annexures II. Besides above, the Technical Bid will also contain all the supporting documents for information submitted in Annexure II to facilitate evaluation of the bid by NPS Trust.

Envelope II – **‘Commercial Bid** for Appointment of FATCA/CRS Consultant of NPS Trust for the Financial year 2025-26.’ The Commercial Bid Documents will be submitted as per Annexure III.

Envelope III (parent envelope) – Both the above sealed envelopes will be placed in another sealed Envelope III and the same shall be superscribed as **‘Bid for Appointment of FATCA/CRS Consultant of NPS Trust for Financial Year 2025-26.’** The Envelope III will also be superscribed with **‘Do not Open’** and shall be submitted at the following address:

The General Manager (Accounts)

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

In the event, the Commercial Bid is disclosed along with the Technical Bid Documents, the bid submitted will be liable for disqualification and will not be considered for further evaluation.

The bids shall be submitted by either Registered Post, Speed Post, or by Hand within the timelines as prescribed in this RfP. Bids received in any manner or mode other than as prescribed above, shall be liable to be rejected summarily and the decision of NPS Trust shall be final, conclusive and binding. NPS Trust will not be responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays. In case the bidder intends to be present at the time of opening of bids, they may do so under prior intimation to NPS Trust. Authorised representative has to produce authorisation letter over letter head of bidding firm at the time of bid opening.

Terms and conditions of the RfP are enclosed at Annexure-I. All annexures annexed to this RfP are forming part of this RfP and should be duly signed and submitted along with the technical bid in the respective envelope. Bidders set of documents should have an index and all pages to be serially numbered.

9. EVALUATION PROCESS

Selection of the firm will be based on QCBS (Quality and Cost Based Selection) methodology, and the weightage criteria are as follows:

Sl. No.	Particulars	Percentage (weightage)
1	Technical Evaluation	70%
2	Commercial Bid Evaluation	30%
	Total	100%

Technical evaluation (Phase 1)

Sl. No.	Criteria	Parameters	Maximum Marks
1	Vintage	Business operations: <ul style="list-style-type: none"> • 10 to 15 years : 5 marks • More than 15 upto 20 years : 10 marks • Above 20 years: 20 marks 	20

Sl. No.	Criteria	Parameters				Maximum Marks
2	Experience	A) Experience in FATCA/CRS compliances w.r.t. Indian statutory framework in last 5 financial years (FY 2020-21 to FY 2024-25). (Detailed at s.no. 3 of Eligibility section and required supporting documents) In either or all of the followings: a) Writing policies and SOPs b) TIN validations c) Regulatory reporting d) Implementation of processes e) Remediating reporting issues (5 marks for each assignment for a year, if multiple works as given above are executed by the entity under single order, it will be considered as single assignment)				30
		Experience in different Reportable Financial Institutions. (5 marks for each RFI)				20
3	Suitability of key resources assigned to the project	Qualification	Professional/Others			10
			Officer or Manager	Team leader	Senior management	
		Score	5/3	5/3	5/3	
		Experience	Upto 2 years/more	Upto 5 years / more	Upto 15 years / more	
		Score	3/5	3/5	3/5	
		Professional qualifications - CA/CS/CMA/LLB/MBA Finance				
4	Understanding of requirements	1. Understanding of the responsibilities related to FATCA/CRS regulatory compliance requirements and associated risks (refer s.no.2 of eligibility section) – 5 marks 2. Understanding of the deliverables as per the scope of work, approach and methodology of bidder. - 10 marks 3. Technology and tools. - 5 marks				20

Sl. No.	Criteria	Parameters	Maximum Marks
		(A detailed presentation is to be given by the team leader or management/ partner level resource)	

Note: For technical evaluation, firm has to submit details for technical evaluation in the format in Annexure II.

- i. The score of the bidder, as per the documents submitted, shall be allotted by NPS Trust and the decision of NPS Trust will be final and binding.
- ii. Post the presentation, bidders scoring a minimum of 50% marks in the technical bid will qualify for commercial evaluation and their commercial bids will be opened.

Commercial bid evaluation (Phase 2)

The lowest commercial bid quoted by any qualifying firm will be considered as the basis for scoring commercial bids and such firm will be awarded full 30 marks for the commercial bids. Scores of the remaining technically qualified bidders shall be accordingly adjusted.

After opening and evaluating the financial proposals of technically qualified bidders, a final combined score shall be arrived based on the above-mentioned weightages. The proposal with the highest ranked weighted combined score (quality and cost based selection) shall be selected. In case of bidders having same final scores, the bidder having higher experience in terms of number of assignments shall be given preference.

Yours sincerely

Sd/-
General Manager
National Pension System Trust

Encl: As stated above

Terms and Conditions

1. The initial period of the award of work shall be one (1) year, which after the review of performance and other conditions, may be further extended beyond the initial period for a period of one year and it may be further reviewed thereafter, subject to the requirement and decision of NPS Trust, or may even be terminated before the specified period of one year or the extended period, as the case may be on the ground, including but not limited to, NPS Trust not being satisfied with the performance of the firm.
2. In the event of inadequate response to the RfP, NPS Trust reserves the right to award the work as it may consider appropriate.
3. The selected bidder may be called to attend the meetings with the management of NPS Trust, Board of Trustees or any committee thereof and no separate fees or expenses will be paid in this regard. If the selected bidder is called to attend the meetings in person outside its place of operations, fare of economy class, boarding, lodging and conveyance of not more than two persons will be borne by NPS Trust.
4. The Bid submitted/uploaded by the Bidder, as well as all correspondence and documents relating to the Bid will be in English language.
5. 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.
6. The competent authority of NPS Trust reserves the right to annul all the bids received, modify or cancel the selection process, in full or in part, 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.
7. 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.
8. This RfP document neither constitutes nor should be interpreted as an offer or invitation for appointment.
9. 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.
10. No binding relationship of any nature, whether principal or agent or otherwise shall exist between any of the bidders and NPS Trust until issuance of letter of award of work.

11. Submission of bid by the bidder shall mean that they have examined the entire RfP document and annexure(s) thereto and is deemed to possess full knowledge of the scope of work.
12. 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 the Letter of Award and RfP.
13. 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.
14. 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.
15. 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. Any corrigendum/clarification to the bid document will be made available at the website of NPS Trust.
16. For any queries, the prospective bidder(s) may write to NPS Trust at ganesh.yadav@npstrust.org.in with subject line "RfP Document – Appointment of FATCA/CRS consultant of NPS Trust for the Financial Year 2025-26" in the format as given below within 5 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 5 days will not be considered.

S. No.	RfP Document Page and Clause number	Query

17. The pre-bid meeting, if required, to be held physically on date and time mentioned at page number 3 at National Pension System Trust, B-302, Tower B, third floor, World Trade Center, Nauroji Nagar, New Delhi-110029.

18. 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>
19. 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 ganesh.yadav@npstrust.org.in . The mail request should be sent at least 2 days in advance. Any other request received after that shall not be considered.
20. 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.
21. 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.
22. 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.
23. 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.
24. The appointed bidder(s) accepts to comply with and abide by such instructions and directions that NPS Trust may issue from time to time.
25. All proposals and accompanying documents received within the stipulated times shall not be allowed to be withdrawn or modified and will become the property of NPS Trust and shall not be returned in any event whatsoever except unopened commercial bids to be returned as explained in Para 8 "Evaluation Process".
26. 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.
27. 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-V.

28. 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.

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

30. The person signing the bid documents shall affix their initials on all pages of the bid.

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

32. 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.

33. 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.

34. 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.

35. The price quoted shall be all-inclusive and no out of pocket expenses shall be admissible except reimbursement of air or train fare, local conveyance to visit offices of NPS Trust and CRAs, after due approval of visit by NPS Trust.
36. The technical bid 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.
37. 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.
38. 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 put 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.

39. 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 at any stage of the bid or during execution, recovery of payments already made, including advance payments, and disqualification from future participation and blacklisting by NPS Trust.

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

41. 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.

42. 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.
43. NPS Trust reserves the right to terminate the executed agreement if the successful bidder fails to deliver the services whether fully or in part as per the scope of RfP by giving 90 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.
44. **Warranties on Termination of agreement:** In the event of termination of the 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 30 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 3 months after termination or completion, without additional cost to NPS Trust.
45. 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.
46. **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.

TECHNICAL PROPOSAL
(For Appointment of FATCA/CRS consultant of NPS Trust for FY 2025-26)
(on the letter head of the bidder)

S. No.	Requirement	Document	Remarks
1	Eligibility The bidding entity should be a company registered under the companies act 2013 or a LLP under the LLP Act, 2008 and has business operations for more than 10 years.	Documents evidencing status and business operations of bidder such as certificate of incorporation, certificate of commencement of business, GST registration certificate, financial statements.	
2	Experience Experience in FATCA/CRS compliances w.r.t. Indian statutory framework in last 5 financial years (FY 2020-21 to FY 2024-25).	Self-certified copies of active appointment letters or work orders or agreements or similar documentation for the last 5 years (FY 2020-21 to FY 2024-25).	
3	Experience Experience in different Reportable Financial Institutions.	Self-certified copies of active appointment letters or work orders or agreements or similar documentation for the last 5 years (FY 2020-21 to FY 2024-25).	
4	Eligibility Bidder should not have been barred/ blacklisted by any regulator or statutory body in India.	Self-declaration on letter head.	
5	Eligibility Bidder should have a minimum annual	Audited financials / CA Certified provisional financials for FY 2024-25 along with GST returns.	

	Turnover/Income of ₹ 2 crore		
6	Eligibility Bidder should have an overall staff strength of 50 or more.	List of staff certified head of HR of the organization. Details to have Name of employee, qualification, years of experience, years of association with bidding firm.	
7	Qualification of key resources For all the three levels requested.	Declaration on letter head giving names of key resources, their qualification and relevant experience	
8	Experience of Key Resources One officer/manager resource, One team leader and one from senior management/partner	details signed by head of HR. Also supported by employee certified resume.	

Annexure – III

COMMERCIAL BID
(For Appointment of FATCA/CRS consultant of NPS
Trust for FY 2025-26)
(on the letter head of the bidder)

The Commercial Bid should contain the total cost for the proposed assignment with break-up of annual professional fees and taxes. The financial quote shall be in Indian rupees. No out-of-pocket expenses shall be admissible i.e. NPS Trust shall not be providing for or reimbursing any expenditure incurred by the firm towards accommodation, local conveyance, air fare or train fare, halting expense, lodging, boarding, food etc. in connection with carrying out the assignment.

The format for the Commercial bid is given below:

Sr. No.	Particulars	Amount (in ₹)
1.	Annual fee of FATCA/CRS Compliance for one year	
2.	GST @ %	
3.	Total Fees (1+2)	

Date

Place:

Signature of Authorised Person

Name:

Designation along with Stamp

ANNEXURE-IV

(Non-Disclosure Agreement)

(Between the Bidder and NPS Trust)

THIS NON-DISCLOSURE AGREEMENT is made on this
.....day (date) of
..... (Year)

By and between

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

And

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

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

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

WHEREAS

A. NPS Trust has vide letter bearing reference no.
_____ dated _____ appointed the
Bidder for acting as _____ for _____ at NPS Trust period of
____years (“Authorised Purpose”).

B. The Authorised Purpose requires disclosure by the Parties to
the Receiving Party of information that is deemed Proprietary

Confidential by the “Disclosing Parties”. The information shall be disclosed for the Authorised Purpose in accordance with the Trust Deed dated 27.02.2008 read with PFRDA (NPS Trust) Regulations, 2015 and its amendments from time to time along with circulars, guidelines etc.

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

1. Confidential Information (Information):

The term “Confidential Information” shall include, without limitation, 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 that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its other clients;
- (c) Not to make or retain copy of any details of the information, business or marketing plans, subscriber lists, proposals

developed by or originating from NPS Trust or any of the intermediaries under the NPS architecture.

(d) Not to make or retain copy of any details of results of any audits, tests, analysis, extracts or usages carried out by the Bidder in connection with the Authorised Purpose without the express written consent of NPS Trust.

(e) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the NPS Trust; and

(f) Return to NPS Trust or destroy at NPS Trust's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately on (i) expiration or termination of this agreement, or (ii) the request of NPS Trust therefor.

(g) Not to send NPS Trust's information or data and/or any such Confidential Information at any time outside India for the purpose of storage, processing, analysis or handling without the express written consent of the NPS Trust.

(h) The Bidder shall use only the best possible secure methodology to avoid confidentiality breach, while handling board related data for the purpose of storage, processing, transit or analysis including sharing of information with NPS Trust.

(i) Not to engage or appoint any non-resident/foreigner to undertake any activity related to the Authorised Purpose.

(j) Not to discuss with any member of public, media, press, 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 ensure 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 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

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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