



**INVITATION TO BID (ITB)**

**[SELECTION OF SOLUTION PROVIDER FOR SUPPLY,  
DEVELOPMENT, IMPLEMENTATION, MAINTAINENCE AND  
HOSTING OF DIGITAL COMPLIANCE MONITORING SYSTEM AT  
NATIONAL PENSION SYSTEM TRUST]**

**NATIONAL PENSION SYSTEM TRUST  
14<sup>TH</sup> FLOOR, IFCI TOWER,  
61, NEHRU PLACE, NEW DELHI 110019**

**01st SEPTEMBER 2021**

**ITB NUMBER - NPST/19/13/12/1/2021-IT**



**ITB NUMBER [NPST/19/13/12/1/2021-IT] (DIGITAL COMPLIANCE MONITORING SYSTEM FOR NATIONAL PENSION SYSTEM TRUST)**

The National Pension System Trust (hereinafter referred to as “NPS Trust”) invites bids (“Bids”) for selection of solution provider for Supply, Development, Implementation, Maintenance and Hosting of **DIGITAL COMPLIANCE MONITORING SYSTEM AT NATIONAL PENSION SYSTEM TRUST** (hereinafter referred to as “bidder”) according to the requirements as defined in the ITB.

The ITB includes:

- Section I: Instructions to Bidders
- Section II: Important clauses
- Section III: Technical Bid Forms
- Section IV: Financial Bid Form
- Section V: Commercial Terms and Conditions
- Section VI: Annexures

Name of the Organization	NATIONAL PENSION SYSTEM TRUST	
ITB Number	NPST/19/13/12/1/2021-IT	
ITB Cost	Free of Cost	
Earnest Money Deposit (EMD)	Rs.25,00,000/- (Rupees Twenty Five Lakhs only)	
Bank Account Details for NEFT/ RTGS of EMD to NPS TRUST Account:	Account Name: NATIONAL PENSION SYSTEM TRUST Account No: 159901000000888 IFSC Code: IOBA0001599 Bank Name: Indian Overseas Bank, Vasant Vihar, F-75, Poorvi Marag, New Delhi - 110057 Type of Account: Saving Account	
Date of issue of the ITB	Date: 01-Sep-2021	Time: 11:00 AM
Primary point of contact for ITB process and technical pre-bid queries	Name: Sh. Suresh G Designation: Deputy General Manager Email: dgm4-npst@npstrust.org.in Contact Number: 7077722007	
Place of Opening of Bid	NPS Trust, 14 <sup>th</sup> Floor, IFCI Tower, 61, Nehru Place, New Delhi 110019	

Address for Communication	NPS Trust, 14 <sup>th</sup> Floor, IFCI Tower, 61, Nehru Place, New Delhi 110019
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The project will go live within nine months from the date of issue of purchase order and the warranty period of contract shall be for a period of nine months from the date of go-live. Annual maintenance period shall be initially for two years from the end date of warranty period, which may be extended for further period of two years on mutual agreement. The total period of contract including AMC, however will not exceed five years and six months. NPS Trust shall however be under no obligation to buy any or all of the services and associated services exclusively from the selected solution provider.

Bids must be delivered in accordance to Article 15 of Section I of ITB. Closing date for the bids is **T+21 days 15:00 hours (T being the date of publishing of this ITB).**

Bids sent by e-mail and facsimile will not be accepted.

The contract(s) under consideration shall be entered into with NPS Trust. The services shall be provided to the NPS Trust. Bidders should include in their bid prices, all costs associated in respect to the provision of the services.

The NPS Trust reserves the right to accept or reject any bid, and to annul or to modify or suspend or extend the bidding process in whole or in part, and reject all bids at any time and without assigning any reason prior to award, thereby incurring no liability.

The ITB can be downloaded from **<http://www.npstrust.org.in>**

Please address your queries or questions in writing at the address given in this ITB and kindly refrain from any telephone calls or personal visits.

GENERAL MANAGER (IT)

# Table of Contents

<b>SECTION I - INSTRUCTIONS TO BIDDERS.....</b>	<b>6</b>
1. SCOPE .....	6
2. ELIGIBILITY OF BIDDERS.....	6
3. NPS TRUST PRIVILEGES AND IMMUNITIES.....	6
4. ETHICS .....	7
5. BIDDER'S RESPONSIBILITIES .....	8
6. LANGUAGE OF BID.....	8
7. AMENDMENTS TO ITB.....	8
8. DOCUMENTS COMPRISING THE BID .....	9
9. BID PRICES .....	9
10. BID CURRENCY .....	9
11. PERIOD OF VALIDITY OF BIDS.....	9
12. EARNEST MONEY DEPOSIT (EMD) .....	9
13. FORMAT AND SIGNING OF BID .....	10
14. SUBMISSION, SEALING AND MARKING OF BIDS.....	11
15. DEADLINE FOR THE RECEIPT OF BIDS .....	12
16. LATE BIDS.....	12
17. WITHDRAWAL AND MODIFICATION OF BIDS .....	12
18. OPENING OF BIDS.....	12
19. CONFIDENTIALITY .....	13
20. CLARIFICATION OF BIDS .....	13
21. PRELIMINARY EXAMINATION .....	13
22. CURRENCY FOR BID EVALUATION .....	13
23. EVALUATION AND COMPARISON OF BIDS .....	13
24. AWARD CRITERIA.....	16
25. NPS TRUST'S RIGHT TO CHANGE THE SCOPE OF WORK .....	17
26. NPS TRUST'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.....	17
27. NOTIFICATION OF AWARD.....	17
28. LETTER OF INTENT .....	17
29. PERFORMANCE SECURITY.....	17
30. PURCHASE ORDER .....	18
<b>SECTION II – IMPORTANT CLAUSES.....</b>	<b>19</b>
1. KEY ACTIVITIES & DATES.....	19
2. MINIMUM ELIGIBILITY CRITERIA:.....	19
3. CONSORTIUM .....	20
4. EARNEST MONEY DEPOSIT: .....	21
5. PERFORMANCE SECURITY DEPOSIT.....	22
6. OTHER IMPORTANT CLAUSES.....	22
<b>SECTION III – TECHNICAL BID FORMS .....</b>	<b>23</b>
1. DOCUMENTS TO BE SUBMITTED WITH THE APPLICATION.....	23
2. BID SUBMISSION FORM .....	24
3. BIDDER'S AUTHORIZATION FORM .....	25
4. MANDATORY INFORMATION TO BE SUBMITTED ON THE LETTER HEAD OF THE BIDDER. THE SAME MUST BE DULY SIGNED BY THE AUTHORIZED SIGNATORY.....	26
5. SELF- DECLARATION .....	27
6. TECHNICAL SPECIFICATIONS AND SCHEDULE OF REQUIREMENTS (PART OF TECHNICAL BID) – .....	28
7. OTHER TERMS AND CONDITIONS: .....	58
<b>SECTION IV - FINANCIAL BID FORM .....</b>	<b>60</b>
<b>SECTION V – COMMERCIAL TERMS AND CONDITIONS.....</b>	<b>64</b>
1. DEFINITIONS.....	64
2. PROJECT GOVERNANCE .....	65
3. GO-LIVE STATUS.....	65
4. CONCLUSION OF THE CONTRACT .....	65
5. FUNDING .....	65

6.	DELIVERY AND TAKE-OVER OF SERVICES .....	65
7.	QUALITY OF SERVICES .....	65
8.	INSPECTION AND ACCEPTANCE .....	66
9.	INSURANCE .....	66
10.	OBSERVANCE OF LAW AND LICENCES .....	66
11.	PRICE.....	67
12.	PAYMENT .....	67
13.	TAX EXEMPTION .....	67
14.	WARRANTY & MAINTENANCE .....	67
15.	DELIVERY OF SERVICES .....	68
16.	DEFAULT AND DAMAGES .....	68
17.	PENALTIES.....	69
18.	DELAY NOT ATTRIBUTABLE TO THE SOLUTION PROVIDER.....	69
19.	FORCE MAJEURE.....	69
20.	INDEMNITY .....	70
21.	ASSIGNMENT .....	70
22.	INSOLVENCY AND BANKRUPTCY.....	70
23.	TERMINATION .....	70
24.	EXIT MANAGEMENT .....	71
25.	WAIVER.....	71
26.	ADVERTISING .....	71
27.	USE AND ACQUISITION OF ASSETS .....	71
28.	DISCRETION AND CONFIDENTIALITY .....	71
29.	NOTICES .....	72
30.	STAFF MEMBERS NOT TO BENEFIT.....	72
31.	GOVERNING LAW .....	72
32.	SETTLEMENT OF DISPUTES .....	72
33.	PRIVILEGES AND IMMUNITIES .....	72
34.	SECURITY AND SAFETY .....	72
35.	AMENDMENTS .....	73
36.	VALIDITY.....	73
37.	ENTIRE AGREEMENT .....	73
38.	GOVERNING LANGUAGE .....	73
39.	PARTNERING WITH THE ORIGINAL EQUIPMENT MANUFACTURER (OEM).....	73
40.	FUTURE REQUIREMENT .....	74
<b>SECTION VI: ANNEXURES.....</b>		<b>75</b>
41.	ANNEXURE I: REQUEST FOR CLARIFICATION .....	75
42.	ANNEXURE II – FORMAT OF PERFORMANCE SECURITY DEPOSIT IN THE FORM OF BANK GUARANTEE .....	76
43.	ANNEXURE III – TECHNICAL BID EVALUATION PARAMETERS .....	78
44.	ANNEXURE IV – SERVICE LEVELS .....	79
45.	ANNEXURE V – INDICATIVE LIST OF REPORTS .....	84
46.	ANNEXURE VI – OEM AUTHORIZATION.....	97
47.	ANNEXURE VII – FORMAT FOR PROJECT COMPLETION CERTIFICATE .....	98
48.	ANNEXURE VIII – FORMAT FOR PROVIDING DETAILS OF PAST PROJECTS OF THE BIDDER.....	100
49.	ANNEXURE IX – NON-DISCLOSURE AGREEMENT FORMAT.....	101
50.	ANNEXURE X: UNDERTAKING ACCEPTING ESCROW ARRANGEMENT .....	105
51.	ANNEXURE XI: PROFILES OF THE RESOURCES PROPOSED FOR THE PROJECT .....	107
52.	ANNEXURE XII: PROPOSED SOLUTION.....	108

## **SECTION I - INSTRUCTIONS TO BIDDERS**

**Notes to Bidders:** This section provides detailed information necessary for Bidders to prepare their Bids, in accordance with the requirements specified by NPS Trust. It also provides information on bid submission, opening, and evaluation, and on the award of contract. Bidders should read these Instructions in conjunction with Section II, Important clauses, of the ITB.

### **1. SCOPE**

- 1.1 NPS Trust invites Bid for the Supply, Development, Implementation, Maintenance and Hosting of **DIGITAL COMPLIANCE MONITORING SYSTEM AT NATIONAL PENSION SYSTEM TRUST** as described in detail in the ITB.

### **2. ELIGIBILITY OF BIDDERS**

- 2.1 This bidding is open to all eligible bidders as defined in Article 2 of Section I.

- 2.2 NPS Trust may, in its sole unfettered discretion, disqualify or otherwise determine ineligible any potential bidder that NPS Trust believes is, has been or will be, whether directly or indirectly, engaged in criminal or any other unethical behaviour, financially unsound, or otherwise unfit in NPS Trust's opinion to participate in the bidding exercise. This provision shall also be a condition precedent to, and continuing condition of, any Contract between NPS Trust and successful bidder.

- 2.3 A bidder shall not be eligible to participate in this bidding or in the performance of the contract under consideration if such Bidder:

- is bankrupt / insolvent or being wound up, is having its

affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

- has been convicted of an offence concerning its professional conduct by a judgement which has the force of res judicata;
- has been subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal activity or any other illegal activity / organization that is detrimental to the financial interests of NPS Trust;
- is guilty of misrepresentation in supplying the information required as a condition of participation in this bidding exercise or fails to supply this information;
- Is subject to a conflict of interest in the opinion of NPS Trust.

### **3. NPS TRUST PRIVILEGES AND IMMUNITIES**

- 3.1** Nothing in or relating to the ITB shall be deemed a waiver expressed or implied, of any of the privileges and immunities of NPS Trust.
- 3.2** This document does not constitute nor should it be interpreted as a right for any contractual agreement with NPS Trust.
- 3.3** Prospective bidders are advised to go through the complete ITB document including terms and conditions, carefully before applying and understand the eligibility conditions etc. The bid once submitted shall not be permitted to be withdrawn, after the closing time of submission of bids.
- 3.4** A bidder will, by responding to NPS Trust for ITB, be deemed to have accepted the terms & conditions of this ITB.
- 3.5** This document has not been filed, registered in any jurisdiction. Recipients of this document should inform themselves and/or observe any applicable legal requirement.
- 3.6** This document constitutes no form of commitment on the part of NPS Trust. Furthermore, this document confers neither the right nor any expectation on any party to participate in the bidding process. The bidder is responsible for all acts incurred in connection with participation in this process. This ITB does not commit NPS Trust to award a contract or to engage in negotiations. The bidder participations in this process may result in NPS Trust selecting the bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however signify a commitment by NPS Trust to execute a contract or to continue negotiations. NPS

Trust may terminate negotiations at any time without assigning any reason.

- 3.7** NPS Trust reserves the right to vary/alter/amend the terms of the ITB at any time, in its discretion, before the deadline of submission of bids.
- 3.8** The selected bidder shall comply with and abide by such instructions/ directions that NPS Trust may issue from time to time.

#### **4. ETHICS**

- 4.1** It is a requirement of NPS Trust that Bidder, or any executive, manager or director thereof, observe the highest standards of ethics during each phase of any procurement and execution of contracts. NPS Trust defines for this purpose:

- ‘coercive practice’ means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement or affect the execution of a contract;
- ‘collusive practice’ means a scheme or arrangement between two or more Bidders, designed to establish bid prices or other terms at artificial, non-competitive levels;
- ‘Corrupt practice’ means the offering, giving, receiving, or soliciting, directly or indirectly, of anything, of value to influence the action of any NPS Trust official or any other person involved in any procurement or in contract execution;

- ‘Fraudulent practice’ means a misrepresentation or omission of facts in order to influence a procurement or the execution of a contract.

4.2 In pursuance of this requirement, NPS Trust will:

- 4.2.1 Reject a Bid if it determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract;
- 4.2.2 Terminate the contract forthwith without any liability to make the payment, if it is found that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, and in executing, the contract;
- 4.2.3 Declare the Bidder ineligible, either indefinitely or for a stated period of time, from being awarded any contract by NPS Trust if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the contract.

## 5. **BIDDER’S RESPONSIBILITIES**

5.1 The Bidder is expected to understand all instructions, forms, terms, and specifications in the ITB. Failure to furnish all information required by the ITB or to submit a bid substantially responsive to the ITB in all respect will be at the bidder’s risk

and may result in the rejection of its Bid.

5.2 The bidder shall bear all costs associated with the preparation and submission of bid, including costs till award of contract, and NPS Trust will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

5.3 To obtain information on the assignment, technical requirements, and on the local conditions, Bidders are encouraged to attend, at their own cost and risk, a pre-bid meeting. Attending the pre-bid meeting is optional. Such pre-bid meeting may be held in person / by virtual mode as decided by NPS Trust.

## 6. **LANGUAGE OF BID**

6.1 The governing language in respect to the Bid prepared by the Bidder as well as all correspondence and documents relating to the Bid exchanged between the Bidder and NPS Trust shall be English.

## 7. **AMENDMENTS TO ITB**

7.1 At any time prior to the deadline for the receipt of Bids, NPS Trust may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify in whole or in part, the ITB by amendment which will be available on NPS Trust’s web-site at [www.npstrust.org.in](http://www.npstrust.org.in).

7.2 All prospective Bidders are advised to regularly visit NPS



Trust website to view any announcements made by NPS Trust with regards to the ITB. NPS Trust will assume neither responsibility nor liability for the Bidder's non-familiarity with any amendment issued pursuant to any provision herein.

7.3 In order to allow prospective bidders reasonable time to take the amendment into account in preparing their bids, NPS Trust may, at its discretion, extend the deadline for the receipt of bids.

## **8. DOCUMENTS COMPRISING THE BID**

8.1 The bid prepared by the Bidder shall comprise the Forms contained in Section III - Technical Bid Forms, Section IV - Financial Bid Form and Section V - Commercial Terms and Conditions, duly completed and signed by the Bidder, details of EMD and any other documents and/or information specified in the ITB.

## **9. BID PRICES**

9.1 The bidder shall indicate in the Financial Bid form the unit prices (where applicable) and total Bid Price of the offered Services.

9.2 The bidder's separation of price components will be solely for the purpose of facilitating the comparison of Bids by the NPS Trust and will not in any way limit the NPS Trust's right to contract on any of the terms offered.

9.3 All non-exempt duties, taxes, and other levies payable by the bidder under the contract or for any other cause shall be included in

the rates, prices and total bid price submitted by the bidder.

***9.4 Bidders are required to quote for prices, on the OPex model, in the financial bids.***

## **10. BID CURRENCY**

10.1 The unit rates and prices shall be quoted by the bidder entirely in INR.

## **11. PERIOD OF VALIDITY OF BIDS**

11.1 Bids shall remain valid for a period of 6 months after the deadline for the receipt of Bids. A bid valid for a shorter period shall be rejected by NPS Trust as non-responsive.

11.2 In exceptional circumstances, NPS Trust may extend the bid validity period and solicit the bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD provided under Article 12 Section I shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will not be required nor permitted to modify its Bid.

## **12. EARNEST MONEY DEPOSIT (EMD)**

12.1 As specified in Section II, ITB, the Bidder shall furnish, as part of its Bid, EMD.

12.2 The EMD is required to protect the NPS Trust against the risk of Bidder's conduct, which would warrant the EMD's forfeiture,

pursuant to Article 12.7 of Section I.

12.3 If provided therefore under Article 12.1 of Section I, the EMD shall be in the form of an online transfer to the bank account of NPS Trust, details as mentioned in Section II.

12.4 Any Bid not secured in accordance with Articles 12.1 and 12.3 of Section I will be rejected by the NPS Trust as non-responsive, pursuant to Article 21.2 of Section I.

12.5 Unsuccessful Bidders' EMD will be discharged or returned as promptly as possible, but not later than 1 month after the date of expiration of the bid validity period prescribed by the NPS Trust pursuant to Article 11 of Section I. The mode of refund will be online transfer to the bidder's bank account. The bidder needs to provide the details of bank account to NPS Trust as per format specified in Section II.

12.6 The successful bidder's EMD will be discharged upon such bidder furnishing the Performance Security Deposit, pursuant to Article 29 of Section I.

12.7 The EMD may be forfeited forthwith without any liability to make any payment:

- a) If NPS Trust determines, on the basis of objectively verifiable evidence, that such bidder has provided materially false or misleading information to the NPS Trust;
- b) If a bidder withdraws its bid during the period of

bid validity specified by the Bidder on the Bid Submission Form,

- c) in the case of a successful Bidder, if the Bidder fails or refuses (i) to sign the Contract/Letter of Intent or (ii) to furnish a Performance Security.

### **13. FORMAT AND SIGNING OF BID**

13.1 The bidder shall prepare a bid indicated in Section I, ITB.

13.2 The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the Bidder to the contract.

13.3 All entries in the bid forms should be legible and filled clearly. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the bid shall be summarily rejected.

13.4 The person(s) signing the bid documents shall initial all pages of the bid.

13.5 There should be an index at the beginning of the bid detailing the summary of all information contained in the bid and all the pages of the bid should be serially numbered. All bids and accompanying documents received within the stipulated time will become the property of NPS Trust and will not be returned. The hard copy version will be considered as the official proposal.

## **14. SUBMISSION, SEALING AND MARKING OF BIDS**

14.1 Bids must be properly secured and sealed. The bidders shall submit the completed Section III - Technical Bid Forms. In addition, the bidders shall also sign and stamp each page of Section V – Commercial Terms and Conditions, as confirmation of their acceptance to the terms and conditions contained therein and submit it along with the completed Technical Bid Forms in a separate envelope clearly marked “Technical Bid”. Further, the bidders shall also sign with date and affix their seal on each page of this ITB document and submit the same as part of technical bid.

14.1.1 Section IV - Financial Bid Form shall contain the pricing terms corresponding to the Technical Bid and shall be submitted in a separate sealed envelope clearly marked “Financial Bid”.

14.1.2 Bids must consist of the following:

- i. **Envelope I:** Details of Earnest Money Deposit transferred online in sealed cover super scribing on the right hand side top of the cover as "Envelope 1: Earnest Money Deposit".
- ii. **Envelope II:** Technical Bid, including a softcopy on CD-ROM / USB drive: In a sealed cover super scribing on the right hand side top of the cover as "Technical Bid".

iii. **Envelope III:** Financial Bid, in a sealed cover super scribing on the right hand side top of the cover as "Financial Bid".

14.1.3 All the above three envelopes must be enclosed in a main envelope and marked with the caption ‘DO NOT OPEN-THIS ENVELOPE TO BE OPENED BY NPS TRUST ONLY’ at the top, bid number and title and submitted in the tender box provided for the purpose at the office of NPS Trust addressed to,

**General Manager - IT,  
NPS Trust, 14<sup>th</sup> Floor, IFCI  
Tower, 61, Nehru Place,  
New Delhi-110019 India**

Bid Title: DIGITAL  
COMPLIANCE MONITORING  
SYSTEM FOR NATIONAL  
PENSION SYSTEM TRUST  
ITB Number:  
NPST/19/13/12/1/2021-  
IT

14.1.4 Bids will only be received at the location nominated above.

14.1.5 The inner and outer envelopes shall:

14.1.5.1 Be addressed to the NPS Trust at the address indicated in 14.1.3 above.

14.1.5.2 Bear NPS Trust ITB Number and Title indicated in the cover note to the ITB

14.2 All inner and outer envelopes shall also indicate the name

and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late" or the Bid is validly withdrawn by the bidder.

- 14.3 If the outer envelope is not sealed or marked, NPS Trust will assume no responsibility for the same and will be summarily rejected.

## **15. DEADLINE FOR THE RECEIPT OF BIDS**

- 15.1 Bids must be received by the NPS Trust at the address and not later than the time and date specified in ITB.

- 15.2 NPS Trust may, at its discretion, extend the deadline for the receipt of Bids by amending the ITB in accordance with Article 7, of Section I in which case all rights and obligations of the NPS Trust and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **16. LATE BIDS**

- 16.1 Any bid received by the NPS Trust after the deadline for receipt of bids prescribed by the NPS Trust pursuant to Article 15 of Section I will not be accepted.

## **17. WITHDRAWAL AND MODIFICATION OF BIDS**

- 17.1 The bidder may withdraw, or modify their bid after the bid submission but prior to the deadline prescribed for receipt of bids. The written notice of the withdrawal or the latest modified bid must be received by the NPS

Trust prior to the deadline prescribed for the receipt of bids.

The bidder's withdrawal or modification notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of Article 14 of Section I, with the outer and inner envelopes additionally marked "WITHDRAWAL" or "MODIFICATION" as appropriate. In case of modified bids, only the last submitted modified bid will be considered for evaluation and all the other previous bids submitted by the bidder shall be rejected. The details of modifications carried out by the bidder in the latest modified bid are to be listed and enclosed in a separate sheet along with the bid.

- 17.2 No bid shall be withdrawn or modified after the deadline for receipt of bids.

- 17.3 No bid shall be withdrawn in the interval between the deadline for receipt of bids and the bid validity period specified in the ITB, or as extended pursuant to Article 15.2 of Section I. Withdrawal of a bid during this interval may result in the forfeiture of bidder's EMD, pursuant to Article 12.7 of Section I.

## **18. OPENING OF BIDS**

- 18.1 Bids will be opened in the presence of the bidders choosing to present themselves at bid opening at the time, on the date, and at the place specified in Section II, ITB. The bidders' representatives who are present shall sign a register evidencing their attendance.

18.2 All other envelopes shall be opened one at a time, reading out: The bidders' names, bid prices, (in the case of Financial bid opening) and the confirmation of transfer/ deposit of requisite EMD and such other details as the NPS Trust, at its discretion, may consider appropriate, will be announced at the bid opening.

18.3 The bids that are not opened and read out at bid opening shall not be considered for evaluation, irrespective of the circumstances.

## **19. CONFIDENTIALITY**

19.1 If any Bidder wishes to contact the NPS Trust on any matter related to its bid, it should do so in writing.

19.2 Canvassing in any form will disqualify the bidder.

## **20. CLARIFICATION OF BIDS**

19.3 During evaluation of the Bids, the NPS Trust may ask any Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted. Failure by any Bidder to timely and duly respond to a request for clarification may result in the rejection of its Bid.

## **21. PRELIMINARY EXAMINATION**

21.1 The NPS Trust may waive any minor informality,

nonconformity, or irregularity in a bid which in the opinion of NPS Trust, does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

21.2 Prior to the detailed evaluation, the NPS Trust will determine the substantial responsiveness of each bid to the ITB. For purposes of these articles, a substantially responsive bid is one which conforms to all the terms and conditions of the ITB.

21.3 If a bid is not substantially responsive, it will be rejected by the NPS Trust and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

## **22. CURRENCY FOR BID EVALUATION**

22.1 Unless otherwise specified in accordance with Article 10.1 of Section I, Bids shall be evaluated as quoted in the currency of the INR.

## **23. EVALUATION AND COMPARISON OF BIDS**

23.1 To establish the bidder's competency and capabilities, the evaluation of the bids will be done in three stages as mentioned below:

Stage-1 comprising two stages:

- Conformity to Eligibility Criteria
- Evaluation of Technical Bids only of those bidders who are meeting the

minimum eligibility criteria laid out in para 2 of section II.

Stage-2:

- Evaluation of Financial Bids of only those bidders who qualify technical bids

Stage-3:

- Computation of Composite bid score

*On each of these parameters, the bidders would be required to meet the qualification/ evaluation criteria as detailed in subsequent sections.*

All those bids meeting the eligibility criteria would progress to the next level of evaluation i.e. Technical Bid Evaluation. Post technical evaluations, only the technically qualified bids would progress to next level of evaluation i.e. Financial Bid Evaluation.

## 23.2 Stage-1 of Evaluation of Technical Bids

At this stage, only Conformity to Eligibility criteria and Technical bid evaluation would be considered. Financial bids/proposals would not be opened at this stage.

**Conformity to Eligibility Criteria:** NPS Trust would perform an initial review of the proposals and the proposals shall be scrutinized for the responsiveness as set out in the eligibility criteria, and for the completeness of required supporting documents as required to establish the Eligibility Claim. The Eligibility criteria is listed out in para 2 of Section-II.

## **Evaluation of Technical Bids:**

Technical evaluation of only eligible bidders would be carried out in the following manner:

23.2.1 The bidder's technical solutions proposed in the bid document will be evaluated as per the requirements specified in the ITB and bidder is required to provide details on the proposed solution adopting the evaluation framework mentioned below.

## 23.2.2 **Proposal Presentations:**

NPS Trust, if required, may invite each bidder to make a presentation to the NPS Trust at a date, time and locations determined by the NPS Trust.

23.2.3 The purpose of such presentations would be to allow the bidders to present their proposal solutions and the key points in their proposals to NPS Trust.

23.2.4 NPS Trust may undertake written clarifications from the bidders. The primary function of clarification in the evaluation process is to clarify ambiguities and uncertainties, if any, arising out of the evaluation of the bid documents.

23.2.5 Depending on the evaluation methodology mentioned in this ITB, each Technical bid will be assigned a "Technical Score" out of a **maximum of 100 marks**.

23.2.6 The bidders who score **70 or more marks as per the technical bid evaluation parameters (Annexure III)** of the technical bid, will qualify for the evaluation of the financial bid.

23.2.7 The bidder with the highest marks in technical bid will be awarded 100% "Technical Score" and subsequently others bidders will also be awarded "Technical Score" relative to the highest technical marks for the final composite score calculation purpose e.g. if the highest technical marks is 90 then "Technical Score" is  $(90/90) \times 100 = 100\%$ , hence the bidder with highest technical marks will score 100% "Technical Score". Similarly another bidder who scored 80 marks, will get  $(80/90) \times 100 = 88.88\%$  "Technical Score".

Following formula will be used for the "Technical Score" (TS) calculation:  
$$\text{Technical Score (TS)} = 100 * [(Bidder's \text{ Technical Marks (BTM)}) / (\text{Highest Technical Marks (HTM)})].$$

23.2.8 The details of technical evaluation parameters are provided at **Annexure-III.**

### 23.3 **Stage-2 Evaluation of Financial Proposal**

NPS Trust will open the financial bids of only technically successful bidder as per clause 23.2.6. The evaluation will be carried out if financial bids are complete and computationally

correct. The lowest financial bid will be awarded 100% "Financial Score". The "Financial Score" of other bidder(s) will be computed by measuring the financial bids against the lowest financial bid.

Following formula will be used for calculating "Financial Score":

$$\text{Financial Score (FS)} = 100 * (\text{Lowest Financial Bid (LFB)} / (\text{Bidder's Financial Bid (BFB)}))$$

### 23.4 **Stage-3 Computation of Composite Bid Score**

23.4.1 The "Composite Bid Score" will be evaluated in the ratio of Technical and Financial Scores of 70:30 respectively.

The Composite Bid Score will be derived using the following formula:

$$\text{Composite Bid Score} = ((TS \times 0.70) + (FS \times 0.30)) \%$$

23.4.2 The bidder(s) will be ranked in descending order according to the Composite Bid Score, which is calculated based on the above formula. The highest-ranked bidder as per the Composite Bid Score will be selected for award of contract.

23.5 NPS Trust reserves the right to conduct post negotiations with one or more selected Bidders regarding any aspect of the contract. Bidders may be obliged to establish reasonableness of their quote notwithstanding that their quote is the most competitive of all the bids received. This may require bidders sharing with the NPS Trust, copies of invoices raised on other customers, comparable to NPS Trust in size and scope of purchase, for the services under consideration in this ITB.

23.6 Bidders will be responsible for all costs associated with the attendance of their officers as may be required during the bid assessment phase for the purpose of discussion or negotiations with the NPS Trust.

23.7 The list of technically qualified bidders shall be informed through email to all the bidders who applied in response to the ITB. Only the representatives of the bidders, who have been declared as technically qualified, will be allowed to attend the opening of financial bids. The bidder's representative(s) shall sign a register evidencing their attendance.

23.8 NPS Trust may at its sole discretion, disqualify any bid, if –

23.8.1 The bidder has

- a. made misleading or false representation in the forms of statements and attachments submitted in proof of the eligibility requirements;
- b. submitted a bid that is not accompanied by required documents;
- c. Failed to provide clarifications as needed by NPS Trust.

23.8.2 The bid is not complete in any or all respects and does not conform to the requirements specified in the ITB or any other selection criteria specified.

23.8.3 The bid is unaccompanied by the specified earnest money deposit or with relevant documents in

support or the applicant fails to furnish such additional information as required by NPS Trust.

23.8.4 The bid contains or information provided by the Bidder is incorrect, false or misleading information.

23.8.5 Incomplete Financial Bid is submitted.

23.8.6 It does not conform to bid's Financial Bid format.

23.8.7 It has prices which are not firm during the entire duration of the contract and / or with any qualifications.

23.8.8 Received through Fax/E-Mail.

23.8.9 Received by NPS Trust after the last date and time for receipt of Bids prescribed.

23.8.10 Received without power of authorization or any other document consisting of adequate proof of the Signatory's authority.

23.8.11 The decision of NPS Trust to award the contract to any of the bidders will be final and binding and no correspondence shall be entertained in this regard.

## **24. AWARD CRITERIA**

24.1 NPS Trust will award the Contract to the successful



Bidder whose Bid has been determined to be substantially responsive and has been determined to be the best evaluated Bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

## **25. NPS TRUST'S RIGHT TO CHANGE THE SCOPE OF WORK**

25.1 NPS Trust reserves the right to change the scope of work considering the size and variety of requirements and the changing business requirements without any change in unit price or other terms and conditions. Considering the enormity of the assignment, any service which forms a part of the project scope that is not explicitly mentioned in the scope of work as excluded would form part of its ITB, and the bidder is expected to provide the same at no additional cost to the NPS Trust. This is governed by change request clause in **Component #4: Operation and Maintenance Support for the System.**

25.2 The bidder needs to consider and envisage all services that would be required in the scope and ensure the same is delivered to NPS Trust. NPS Trust will not accept any plea of the bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the ITB.

## **26. NPS TRUST'S RIGHT TO ACCEPT ANY BID AND TO**

## **REJECT ANY OR ALL BIDS**

26.1 NPS Trust reserves the right to accept or reject any Bid, and to annul, in whole or in part, or to suspend the Bidding process and reject all Bids at any time and without reason prior to award, without thereby incurring any liability to the affected Bidder or Bidders and NPS Trust is not bound to award contract to the successful bidder

## **27. NOTIFICATION OF AWARD**

27.1 Prior to the expiration of the period of Bid Validity, the NPS Trust will notify the successful bidder in writing that its bid has been accepted.

## **28. LETTER OF INTENT**

28.1 At the same time as or after the NPS Trust notifies the successful Bidder that its Bid has been accepted, the NPS Trust will send the successful Bidder two original signed and stamped sets of the Letter of Intent.

28.2 The successful bidder will provide its acceptance on one of the set and return the same to NPS Trust.

28.3 Upon receipt by the NPS Trust of one original set of signed and stamped Letter of Intent and the furnishing of a Performance Security in form and content acceptable to the NPS Trust in accordance with Article 29 of Section I, the NPS Trust shall notify the unsuccessful Bidders.

## **29. PERFORMANCE SECURITY**

29.1 Within seven (7) calendar days of the date of notification of award by the NPS Trust, the successful Bidder shall furnish a Performance Security in an amount, form and format as provided for in the Section II, ITB.

29.2 Failure of the successful Bidder to comply with the requirement of Article 29.1 and Article 28.2 of Section I shall constitute sufficient grounds for

the annulment of the award and forfeiture of the EMD, in which event, the NPS Trust reserves the right to make the award to the next ranked Bidder or call for new Bids.

### **30. PURCHASE ORDER**

30.1 NPS Trust will follow its Letter of Intent with a firm Purchase Order on receipt of the required Performance Security.

## **SECTION II – IMPORTANT CLAUSES**

### **1. KEY ACTIVITIES & DATES**

The various crucial dates relating to “ITB for selection of solution provider for supply, development, implementation, maintenance and hosting of Digital Compliance Monitoring System in National Pension System Trust” are cited as under:

(a)	Issuance of Invitation to Bid (ITB)	T
(b)	Last date and time for receiving queries from bidders	T+10 till 18:00hrs
(c)	Response to queries and pre-bid meeting	T+12 at 11:00 hrs  NPS Trust 14 <sup>th</sup> floor, IFCI Tower, 61, Nehru Place, New Delhi-110 019.
(d)	Last Date and time for submission of bids	T+21 at 15:00 hrs
(e )	Opening of technical bids	T+21 at 15:30 hrs
(f)	Announcement of list of bidders meeting minimum eligibility criteria	T+24
(g)	Presentation of the bidders who have met minimum eligibility criteria	T+30  NPS Trust 14 <sup>th</sup> floor, IFCI Tower, 61, Nehru Place, New Delhi-110 019.
h	Announcement of list of Technically qualified bidders	T+33
(h)	Opening of Financial bids of technically qualified bidders	T+37  NPS Trust 14 <sup>th</sup> floor, IFCI Tower, 61, Nehru Place, New Delhi-110 019.
(i)	Issue of Letter of Intent to the successful bidder	T+ 40
(j)	Acceptance of Letter of Intent and submission of performance security by successful entity/firm	T+47
(j)	Issue of firm purchase order	T+52

**Note:** NPS Trust reserves the right to change any date/time or location mentioned in the schedule above under intimation to all concerned.

### **2. MINIMUM ELIGIBILITY CRITERIA:**

The eligibility criteria have to be duly satisfied as on the date of submission of bid and not later.

<b>S.NO</b>	<b>ELIGIBILITY CONDITIONS</b>	<b>DOCUMENTS TO BE SUBMITTED</b>
-------------	-------------------------------	----------------------------------

1	Should be a Company registered under Indian Companies Act	Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
2	The bidder must have average audited annual turnover of Rs.20 crore and above during the last three completed financial years 2017-18, 2018-19 and 2019-20. (Not inclusive of the turnover of associate / group companies)	Copy of the audited financial statements (for public companies) or Certificate to the effect from the firm's auditor for latest preceding three years.
3	The bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.	Letter of confirmation from the bidder on company letter head
4	Should be certified - CMMI Level 3 and above or - ISO 9001 and above	Copy of valid CMMI / ISO Certificate
5	The bidder should have experience of executing same / similar digital solution at three distinct client organization in India in last 5 years (Execution includes supply, customization / development, testing, training, implementation, maintenance and hosting of digital solution)	Copy of the order for the project executed.
6	Bidder should not be blacklisted / debarred by any Government Entity in India in the past 1 year as on the date of submission of ITB.	Self-declaration as per format in Section III on company letter head
7	The bidder shall be the OEM / Certified or authorized agent / reseller / partner for supply of licenses and solution implementation and maintenance support under warranty / AMC of the proposed solution. OEM proposed by bidder should have its development & support center in India. This should be full fledged establishment and not created for the submission of this ITB.	Letter of confirmation from OEM need to be submitted in case authorized partner of OEM. (in the format as per Annexure-VI  Self-undertaking in case of OEM(in the format as per Annexure-VI)

### **3. CONSORTIUM**

Bidding parties/bidders may form a consortium and bid for the ITB, as it is NPS Trust expectation to implement the most appropriate digital solution. A maximum of 5 parties can form the consortium. However, in this case, NPS Trust will deal with only the primary bidding party/lead bidder as a single point of contact who shall

have the sole responsibility for the entire assignment irrespective of the fact that it is only the part of the consortium. Each Primary bidding party/bidder consortium shall name the Primary bidding party/bidder who shall have the single point responsibility for the consortium in their bid responses.

#### **Eligible parties of the consortium**

Entities/Firms who match all the eligibility criteria mentioned in this ITB and are capable of providing the required services (Supply, Development, Implementation, Maintenance and Hosting of the proposed solution) as stipulated in this ITB document.

OEMs of Databases/ Softwares/Hardwares/ Data warehousing, Business Intelligence (BI) tools and Data Warehousing Product tools etc.

Only the bidder who can supply, develop, implement, maintain and host the proposed solution can act as the primary bidding party/lead bidder for the above project. The lead bidder will represent the associated parties of the purpose of project and be responsible for end to end delivery as per the defined scope of work.

#### **4. EARNEST MONEY DEPOSIT:**

The Earnest Money Deposit (EMD) is required: **Yes**

Amount of EMD: Rs.25,00,000/- (Rs. Twenty five Lakhs only) by electronic transfer to the following bank account:

Beneficiary name – NPS Trust  
Bank Name - Indian Overseas Bank  
Bank Address - Vasant Vihar, New Delhi-110 049  
Bank Account no - 159901000000888  
Bank IFSC - IOBA0001599

Bids received without EMD shall be rejected summarily.

The following details of EMD needs to be given in an envelope which needs to be

- (a) Addressed to General Manager-IT, NPS Trust, New Delhi
- (b) Duly superscribed as Envelope 1 – EMD
- (c) Carrying the name of the bidding organization

Details of EMD of Rs. 25, 00,000/- (Rupees Twenty Five Lakhs only) sent by online transfer in bank account details given above to be submitted in the following format:

Transaction Reference Number	Date of transfer	Sender Bank name & branch

The Bidders also need to provide bank account details so that NPS Trust, in case of unsuccessful bidders, can return EMD through online transfer:

Beneficiary name  
Bank name  
Bank's branch and address  
Account number

Account type  
IFSC

MSMEs meeting all the quality and technical requirements as per this ITB, desiring to bid and claiming exemption may send a specific request to NPS Trust along with the requisite documents.

## **5. PERFORMANCE SECURITY DEPOSIT**

The successful bidder will have to submit a Performance Security Deposit equivalent to 10% of the contract value (including GST) awarded to the bidder. The Performance Security Deposit is required to be submitted to NPS Trust in the form of Bank Guarantee from any commercial Bank drawn in favour of **National Pension System Trust, New Delhi** or NEFT/RTGS in the account of NPS Trust (same bank account details given in EMD clause no 4 above), having validity / remain with NPS Trust till six months beyond the end date of maintenance period of the implemented solution. In case, the contract is further extended beyond the initial period, the Bank Guarantee/ Fixed Deposit Receipt will have to be accordingly renewed by the successful bidder at its own cost. No interest shall be paid by NPS Trust to the successful bidder on the performance security deposit.

## **6. OTHER IMPORTANT CLAUSES**

6.1.1 **MODE OF SELECTION:** Those bidders who satisfy the minimum eligibility criteria will be technically evaluated and the financial bids of only those bidders who score at least 70 or more marks in technical evaluation as per clause 23.2.6 will be opened on the date and time specified in Section II.

### **6.1.2 NO. OF COPIES OF BID**

Bidders are required to submit bids in original only and no copies are required.

6.1.3 Bidders not possessing certification as stated in Serial no 4 of Minimum Eligibility Criteria , but in possession of ISO 27001 and above certification are also eligible to bid subject to fulfilment of all other minimum eligibility criteria. However such bidders must prove their demonstrative capability in providing the solution to match the project scope as per ITB document. NPS trust reserves the right in this regard.

### **SECTION III – TECHNICAL BID FORMS**

**Note to Bidders:** It is mandatory that the bidder duly completes and signs the bid submission form and other forms contained in this Section.

#### **1. DOCUMENTS TO BE SUBMITTED WITH THE APPLICATION**

The bidder shall submit the following documents along with the application.

- a. Bid Submission form; (S No 2 of Section III).
- b. Bidder's authorization form. (S No 3 of Section III).
- c. Mandatory information in format given at S No 4 of Section III (Duly certified).
- d. Self-declaration (S No 5 of Section III).
- e. Letter of confirmation from the bidder on company letter head as per section-II (sub section 2, point no 3)
- f. Attested copy of the Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association, power of attorney / board resolution in favour of the person who is authorized to sign the ITB and full address of the registered office.
- g. In case of consortium, power of attorney / board resolution by all the partners of consortium nominating one of the partner as the primary bidder party / lead bidder.
- h. Attested copy of the PAN Card and GST Registration.
- i. Attested copy of the audited balance sheet and / or certificate of the Chartered Accountant for last three years.
- j. Attested copy of telephone bill/ electricity bill /registered lease deed/ the Constitution certificate issued by ICAI to the bidder supporting the address of the bidder.
- k. Self-Certificate in case of OEM or letter from the OEM.(Annexure-VI of Section VI)
- l. Attested copy of the documentary proof of order/contract copy / project implementation or completion certificates and customer credentials
- m. Attested copy of the CMMI level certificate or ISO certification.
- n. High Level description of the proposed solution
- o. Project approach and methodology
- p. Project implementation plan
- q. Detailed testing plan
- r. Post implementation operations and maintenance plan
- s. Bill of material (Annexure-XII of Section VI)
- t. Bill of material (BoM) (if any) that should include quantity and configuration of VMs, Storage, Database, Network, or any other services required for bidder's proposed solution. This should include details for all the tiers of deployment(pre-production, production, Disaster Recovery etc)
- u. Any other relevant form(s) and document(s) in compliance to the ITB requirements.
- v. All pages of this ITB document signed, dated and stamped by the bidder's authorized signatory.

w. Hard copy sets of presentation to be made available to NPS Trust at the time of presentation.

Note: All supporting documents enclosed with the bid to bear signature, date and stamp of the bidder's authorized signatory.

## 2. **BID SUBMISSION FORM**

Date [Bidder to insert date]

The General Manager - IT  
National Pension System Trust  
14<sup>th</sup> Floor, IFCI Tower, 61, Nehru Place,  
New Delhi – 110 019

Dear Sir,

**SUBJECT: ITB FOR SUPPLY, DEVELOPMENT, IMPLEMENTATION, MAINTENANCE AND HOSTING OF DIGITAL COMPLIANCE MONITORING SYSTEM AT NATIONAL PENSION SYSTEM TRUST**

Having examined the ITB No. NPST/19/13/12/1/2021-IT and any addenda thereof, the review of which is hereby duly acknowledged, we, the undersigned, offer to Supply, Development, Implementation, Maintenance and Hosting of **DIGITAL COMPLIANCE MONITORING SYSTEM AT NATIONAL PENSION SYSTEM TRUST** in conformity with the ITB for the price(s) quoted in the Financial Bid Form in a separate sealed envelope and made part of this Bid.

Please find enclosed our bid for consideration for selection for Supply, Development, Implementation, Maintenance and Hosting of **DIGITAL COMPLIANCE MONITORING SYSTEM** for NPS Trust.

We agree to abide by the terms of this ITB, and it shall remain binding upon us. We accept and agree that the terms and conditions of contract contained in the ITB will apply to any contract resulting from this bidding exercise.

We agree that NPS Trust is not bound to accept the lowest or any Bid that are received. We confirm that the information contained in this bid 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 bid 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 agree that the decision of NPS Trust to award the contract under this ITB shall be final and binding.

We certify and confirm that we comply with the eligibility requirements stated in Article 2 of Section I of the ITB.

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:



Name of Entity/firm:  
Address:  
Date:

### 3. **BIDDER'S AUTHORIZATION FORM**

**Note to Bidders:** This letter of authorization should be on the original letterhead of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder.

The General Manager - IT  
National Pension System Trust  
14<sup>th</sup> Floor, IFCI Tower,  
61, Nehru Place  
New Delhi – 110 019

WHEREAS \_\_\_\_\_ [name  
of the entity /firm] which is an established and reputable entity / firm  
having offices at:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ [cities  
of presence] do hereby  
authorize \_\_\_\_\_ [name,  
designation and address of the entity/firm's officer whose signature are  
attested below] to submit a Bid, and subsequently negotiate and sign the  
Contract with you against the ITB No. NPST/19/13/12/1/2021-IT for the  
contracted Services.

\_\_\_\_\_  
[Signature for and on behalf of Bidder]

**Name:**

**Date:**

**Seal:**

**Signature of the Authorised officer as under:**

\_\_\_\_\_

Attested

**Signature for and on behalf of the bidder**

**4. MANDATORY INFORMATION TO BE SUBMITTED ON THE LETTER HEAD OF THE BIDDER. THE SAME MUST BE DULY SIGNED BY THE AUTHORIZED SIGNATORY**

Sr.No.	Particulars	Details
1.	Registered Name of the entity/firm	
2.	Complete Address of Registered Office	
3.	Constitution (Proprietary / Partnerships / Private/Public etc.) Please enclose self-certified copy of certificate of incorporation	
4.	Date and Country of Incorporation	
5.	a. Permanent Account Number (PAN)	
	b. GST No.	
6.	Number of years of operations in India	
7.	Name & Designation of the contact person to whom all references shall be made regarding this ITB	
8.	Telephone No. (Cell # and Landline # with STD Code)	
9.	E-Mail of the contact person:	
10.	Brief description of the Entity/firm including details of its main lines of business along with the brief profile of the organization	
11.	Website	
12.	CMMI / ISO assessment level and date of assessment	
13.	Financial Details (as per audited Balance Sheets) (in Cr) for the latest three preceding years	
	Year	
	Net Worth	
	Turn over	
	PAT	

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of Entity/firm:  
Address:  
Date:

## 5. **SELF- DECLARATION**

(To be furnished on the letter head of the entity/firm)

To  
The General Manager-IT  
National Pension System Trust  
14<sup>th</sup> Floor, IFCI Tower, 61, Nehru Place  
New Delhi-110 019

Dear Sir,

**SUBJECT: ITB for SUPPLY, DEVELOPMENT, IMPLEMENTATION, MAINTENANCE AND HOSTING OF DIGITAL COMPLIANCE MONITORING SYSTEM AT NATIONAL PENSION SYSTEM TRUST**

We hereby declare that our entity/firm does not have any pecuniary liability or any claim/disciplinary/legal proceeding(s) pending against us/ our partners or any other cause which could hamper our ability to render the services as envisaged. We also declare that our entity/firm has not been banned / declared ineligible for corrupt and fraudulent practices by the Government of India / any State Government / PFRDA/ RBI / SEBI/ IRDAI/ NPS Trust / any other authority and does not have any disciplinary proceedings pending against it or any of its directors by PFRDA/ RBI/ SEBI/ IRDAI/ NPS Trust/ any other authority. If the aforesaid representation /declaration or information is found to be incorrect, we agree that the NPS Trust shall be entitled to terminate the agreement, if executed, or initiate suitable action as deemed fit and appropriate by the NPS Trust, without any liability to us. We or our affiliates have, during the past one year, neither failed to perform any agreement, as evidenced by imposition of a penalty by an arbitral award or a judicial pronouncement against us or our Affiliates, nor have been expelled from any project or agreement nor had any agreement terminated for breach by us or our affiliates.

Date:

Signature of Authorised Person

Place:

Name :

Designation with Stamp:

## 6. **TECHNICAL SPECIFICATIONS AND SCHEDULE OF REQUIREMENTS (PART OF TECHNICAL BID) –**

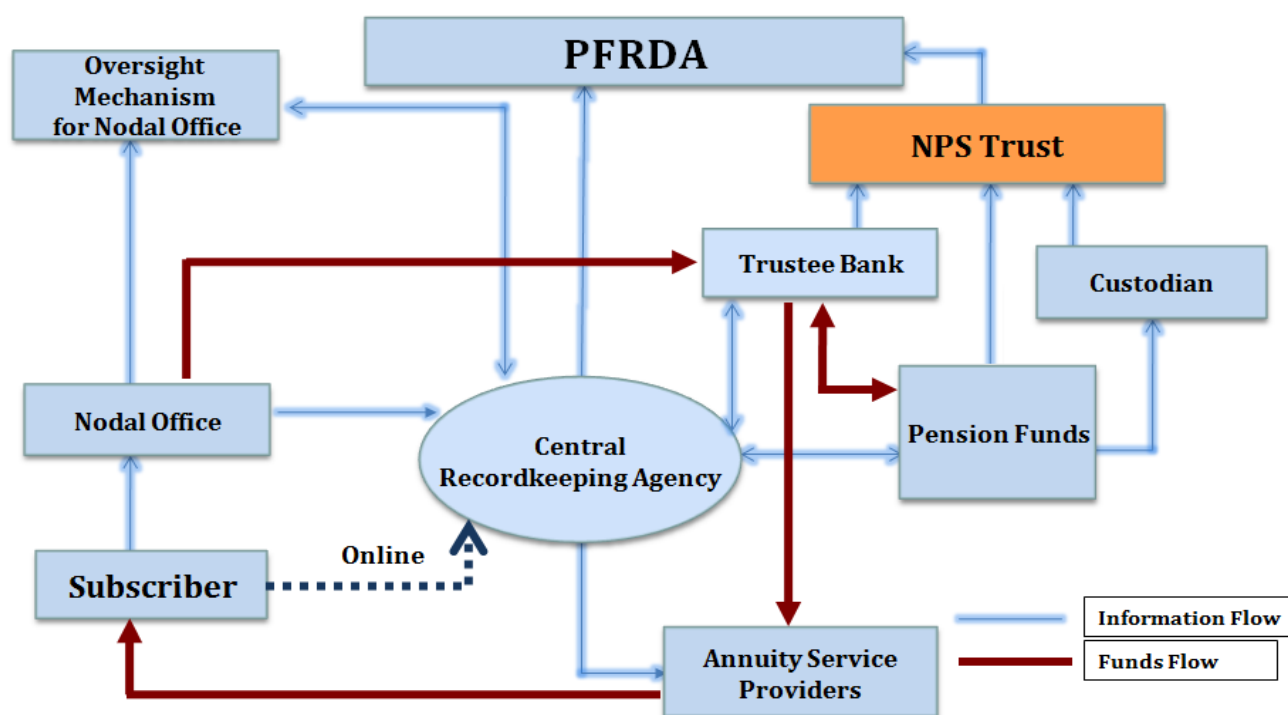
### 6.1.1 TECHNICAL AND GENERAL SPECIFICATIONS:

#### **Background:**

#### **National Pension System (NPS)**

National Pension System (NPS) earlier known as New Pension Scheme (NPS) was launched with effect from 01 January 2004 and in the initial phase covered the new entrants to the Central Government services (excluding Defence Forces). NPS is now applicable on employees of majority of State Governments, Central Autonomous bodies and some State Autonomous bodies. NPS was extended to all other citizens of India from 1 May 2009 on voluntary basis and has also been made available to the corporates.

#### **DIAGRAMMATIC REPRESENTATION OF PRESENT NPS ARCHITECTURE**



#### **National Pension system Trust**

National Pension System Trust (NPS Trust) is established by PFRDA as per the provisions of the Indian Trusts Act of 1882 for taking care of the assets and funds under the NPS in the best interest of the subscribers. The powers, functions and duties of NPS Trust are laid down under the PFRDA (National Pension System Trust) Regulations 2015 and further amendments thereof, besides the provisions of the Trust deed dated 27 February 2008. NPS Trust is the registered owner of all assets under the NPS architecture which is held for the benefit of the subscribers under NPS. The securities are purchased by Pension Funds on behalf of, and in the name of the NPS Trust, however individual NPS subscriber remains beneficial owner of the securities, assets and funds. NPS Trust, under the NPS Trust regulations, is responsible for monitoring

the operational and functional activities of NPS intermediaries' viz. Custodian, Pension Funds (PFs), Trustee Bank, Central Recordkeeping Agency, Points of Presence and that of IRDAI registered Annuity Service Providers (empanelled with PFRDA) and also for providing directions/advisories to PF(s) and other intermediaries for protecting the interest of subscribers, ensuring compliance through audit by Independent Auditors, performance review of Pension Funds etc.

### **PENSION FUND REGULATORY AND DEVELOPMENT AUTHORITY (PFRDA)**

Pension Fund Regulatory and Development Authority (PFRDA) was initially established as an interim regulator for NPS vide Government of India notification dated 10 October 2003 and subsequently with the passage of the PFRDA Act 2013 and its notification on 1 February 2014, PFRDA has been established as the statutory Authority for regulating and developing the pension sector in India.

PFRDA is responsible for registration of various intermediaries in the system such as Central Record Keeping Agencies (CRAs), Pension Funds (PFs), Custodians, Trustee Bank, etc. PFRDA has a significant role to play in safeguarding the interest of the subscribers. PFRDA regulates the manner in which each intermediary functions under the NPS architecture so as to ensure fair play for subscribers and also ensures that all stakeholders/ intermediaries comply with the PFRDA Act/ Guidelines/ Regulations/ Circulars issued from time to time.

### **CENTRAL RECORDKEEPING AGENCY (CRA)**

It is an agency appointed by PFRDA to perform the functions of recordkeeping, accounting and administration for subscribers. The recordkeeping, accounting and administration functions for all subscribers of the National Pension System are centralized and performed by the CRA. The CRA is responsible for receiving requests / instructions from Nodal Offices/PoPs and subscribers etc. through CRA web system, transmitting such instructions to the appointed Trustee Bank and Pension Fund to act accordingly. The CRA monitors subscriber contributions and instructions and transmits information to the Trustee Bank and relevant Pension Fund on a regular basis. The CRA provides periodic, consolidated PRAN statements to each subscriber and has hosted the eNPS online platform on behalf of NPS Trust.

### **TRUSTEE BANK**

The Trustee Bank is appointed by PFRDA for providing banking services to the NPS architecture. The Trustee Bank receives funds from various nodal offices/PoPs, reconciles the funds received with the subscriber details provided by CRA, transfers funds to PFs and Annuity Service Providers based on instruction given by the CRA.

### **PENSION FUNDS (PFs)**

(a) Pension Funds (PFs) are appointed/registered by PFRDA to manage the pension contributions of all subscribers under NPS through various schemes mandated by PFRDA. Subscribers have the option to select the PFs and allocate

their contributions in one or more schemes of the PFs. The PFs are responsible for investment of NPS contributions in different asset classes. The terms and conditions of registration for PFs and their duties and functions are contained under regulation 12 and 22 respectively of the PFRDA (Pension Fund) Regulations, 2015.

(b) On a broader perspective, PFs are required to undertake the investment management of the schemes and make investment management decisions within the scheme objectives as per the investment guidelines and instructions specified by PFRDA. PFs are required to optimize the return on the investments of the funds of the subscribers deployed by it and exercise all due diligence in carrying out its duties and in protecting the rights and interests of the subscribers.

### **Functions of National Pension System Trust**

The Trust is responsible for the monitoring of the operational and service level functions under the National Pension System or any other pension scheme regulated under the PFRDA Act, 2013, if it is so directed by PFRDA.

Broadly, the following are the obligations / responsibilities and liabilities of the Board of Trustees:

1. Execute the individual pension account in its name with the subscriber.
2. Approving audited scheme financials, internal audit reports, inspection, compliance reports and any other reports, as specified by the Authority, which are to be submitted by the intermediaries to the National Pension System Trust.
3. Monitoring and evaluation of all operational and service level activities of all intermediaries including government nodal offices and such other entity or person connected with collection, management and recordkeeping and distribution of accumulations, under the National Pension System, in accordance with the provisions of the Act or the regulations made or guidelines or circulars issued by the Authority.
4. Monitor and audit, the operational activities of and call for any information or reports from all intermediaries and issue instructions for protecting the interests of the beneficiaries;
5. Take the custody or keep under its control, all the property of the Trust, held by intermediaries, in Trust for the beneficiaries.
6. protect the properties of the National Pension System Trust and safeguard the interests of the National Pension System Trust and its beneficiaries;
7. Supervise the collection of any income due on assets held in the name of the National Pension System Trust and for claiming any repayment of tax and holding any income received in trust for the beneficiaries in accordance with the Trust Deed and, the regulations, guidelines or directions issued by the Authority.

8. Taking of action on reports submitted by the intermediaries in order to ensure compliance with the regulations applicable to them under the National Pension System.
9. Exit of the subscriber from the National Pension System.
10. Redressal of subscriber grievances in accordance with the Pension Fund Regulatory and Development Authority (Redressal of Subscriber Grievance) Regulations, 2015.

The following are the indicative no. of intermediaries who are being monitored by NPS Trust presently:

- a. Pension Funds-7
- b. CRAs-3
- c. Custodian-1
- d. Trustee Bank - 1

### **Organizational Structure of NPS Trust:**

National Pension System Trust is governed by the Board of Trustees who have the legal ownership of the trust and the funds. The Trust is regulated by PFRDA through the PFRDA (NPS Trust) regulations, 2015. PFRDA appoints the Chairman, Trustees and the CEO of the NPS Trust.

The general superintendence, direction and management of the affairs of the Trust and all powers, authorities and discretions are vest in the Board of Trustees. The Board meets once in every three calendar months.

The Board of Trustees of NPS Trust are required to oversee the various audit reports, compliance reports of the intermediaries besides monitoring the performance of PFMs. The other information shall be obtained from [www.npstrust.org.in](http://www.npstrust.org.in)

### **Existing Work Flow:**

NPS Trust receives the periodic reports on a Monthly, Quarterly, Half yearly and Yearly basis from different registered intermediaries in the National Pension system. These reports are being submitted in XLS/Word/PDF formats through email/physical mode are checked for its compliance and validation

Concerned departments at NPS Trust validate the submitted data, check for compliance & analyse these reports, note exceptions, seek explanations with the intermediaries and thus ensuring compliance through regular follow-up. Reporting of exceptions to PFRDA along with NPS Trust comments and also reporting to the Board of Trustees of NPS Trust for their direction and advice.

This data is also being consolidated manually for MIS reporting to the Authority which requires substantial effort. Further 'Trackers' are being prepared for continuous follow up with intermediaries. These trackers become huge dependencies for users and at times multiple versions of trackers get accumulated leading to more wastage of time and less reliability of final information.

The indicative list of various reports submitted by the intermediaries is at Annexure-V.

The above reports are consolidated at NPS Trust and deviations/exceptions, for all the intermediaries if any are submitted to PFRDA along with its deviations on periodical basis.

Initially, number of unique reports would be 120 approximately and the same is scalable as per the regulations stipulated by PFRDA / Government from time to time.

Initially, number of users of intermediaries / functional users of NPS Trust and PFRDA users is estimated to approximately 40 users. The same is scalable depending on the requirement of NPS Trust.

Total data size generated per month would be around 500 MB initially and the same is also scalable.

The present system poses the following challenges such as Lack of automated and robust data collation process, Lack of data validation process at the time of data collation and consolidation, Lack of automated data Assimilation & consolidation process, Lack of system supported follow up, Low data accuracy, Data retention and Limited Analysis, inability to identify and assess risks, Clustered and semi-automated Grievance management system etc.

In view of the above, NPS Trust intends to automate the compliance process, build analytics and risk based monitoring system and build confidence with regulators and Trustees, as well as with partners and customers, by establishing a strong risk data governance and issue reporting framework.

#### **6.1.2 Broad Scope of Work:**

NPS Trust intends to select a bidder to implement a suitable and robust digital solution to effectively and efficiently measure and monitor compliance across pension fund management eco system by providing them an electronic platform to submit the compliance reports which enables NPS Trust to perform compliance assessments with a detailed scope and frequency w.r.t PFRDA Regulations issued/amended from time to time and also to consolidate, analyse and report non-compliance to PFRDA.

The proposed digital solution is envisaged to include the following functionalities:

- a. Web Interface to the users of intermediaries and NPS Trust to upload and submit the compliance reports/ revised reports/View Deviations/Accept or reject the submitted data/ View and access the accepted reports.



- b. **Compliance Monitoring:** To receive /track/follow up submission of the compliance reports as per PFRDA regulations /Guidelines/Circulars etc., from the different intermediaries in the NPS Architecture which can be validated, consolidated, monitored in the NPS Trust users' dashboard and report the same to PFRDA.
- c. **Analytics & Business Intelligence:** To analyse, consolidate, export the data submitted by the intermediaries in both pre-defined and customizable way and report the analysis to the Board of Trustees and PFRDA.

The solution will

- Speed up response time through complete process automation
  - Monitor & report non-compliance
  - Facilitate pension fund management eco system
  - Protect subscriber's interest
  - Optimize quality of supervisory response
  - Allow system integration for regular flow of data
  - Integrate seamlessly with compliance focused supervision (and risk focused supervision in the future)
2. The project is envisaged to be executed by the successful bidder, on a turnkey basis, with responsibility for all the aspects of the project listed in this ITB i.e., supply, develop, implement, maintain and hosting of this solution for an agreed period.
  3. The bidder is required to assess the requirements of NPS Trust as listed in the ITB and propose an automation solution from reputed OEMs, to meet the requirements of NPS Trust.
  4. Solution should be capable of adopting any future compliance / monitoring requirement and any new additional functionality (detailed analytics, Risk Management modules, Audit analytics, Document management, Data Migration etc) and integrate with any third party applications / tools / systems as per the requirement of NPS Trust.
  5. Hosting of this solution in an MeitY empanelled cloud service provider

As the contract is on Turnkey solution basis, any other miscellaneous requirements related to the scope described in the ITB or extra work required to be performed due to existing structure limitation shall be provided by the successful bidder even if those items are not mentioned explicitly in this ITB. This is as governed under change request clause in **Component #4: Operation and Maintenance Support for the System.**

## 6. Contract Period:

The project will go live within nine months from the date of issue of purchase order and the warranty period of contract shall be for a period of nine months from the date of go-live. Annual maintenance period shall be initially for two years from the end date of warranty period which may be extended for further period of two years on mutual agreement. The total period of contract including AMC will be for five years and six months. NPS Trust shall however be under no obligation to buy any or all of the services / associated services exclusively from the selected bidder.

7. The contract will be deemed completed only when all the items and services contracted by the NPS Trust are provided in good condition, installed, implemented, tested and accepted along with the associated training and documentation provided to NPS Trust employees; as per the requirements of the contract executed between the NPS Trust and the bidder.
8. There shall be annual review of the performance of the bidder by the NPS Trust as per its satisfaction and NPS Trust may at any time terminate the contract without assigning any reason and incurring any liability thereof and the bidder(s) shall have no recourse in the matter.

## 9. Service Levels and Uptime Guarantee

For details, please refer to **Annexure IV** that provides the service levels for Supply, development/customization, implementation, maintenance and hosting of Digital compliance monitoring system.

## 10. Delivery

The timelines of implementation of the project shall be submitted along with the bid submission in the following format.

#	Activity	Weeks Required for the activity from the date of purchase order	Max. Time period for completion
i.	Project Initiation & Requirement Gathering and SRS finalization.	8 Weeks	Within eight weeks from the date of issuance of Purchase order
ii.	Supply, Customize / develop, implement and host the all the modules of the proposed IT Solution	28 Weeks	Within twenty eight weeks of date of issuance of purchase order

	including UAT, and Go Live		
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11. If the bidder fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, NPS Trust shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.50% of the complete contract amount per day until actual delivery or performance and the maximum deduction is 10% of the contract price. Once the maximum is reached, the NPS Trust may terminate of the contract, invoke of bank guarantee or any other rights as deemed fit.

**12. Responsibility for completeness:**

- The bidder shall ensure that the solution provided (Software /Middleware etc.) meets all the technical and functional requirements as envisaged in the scope of the ITB.
- The bidder shall deliver, install the solution and port the software, arrange for user acceptance test at bidder's cost as per accepted time schedules. The bidder is liable for penalties levied by NPS Trust for any deviation in this regard. The bidder shall provide for all tools, testing instruments, drivers, manpower and consumables required to install, customize and test the software without any further charge, expense and cost to NPS Trust.
- Any supplies and services which might not have been specifically mentioned in this ITB but are necessary for installation, testing, commissioning, performance or completeness of the order, shall be provided / made available by the bidder at their own cost as per the time schedule for smooth and efficient operation and maintenance of the system under Indian condition.
- The bidder shall not outsource the project or engage in any third party contract for this solution without obtaininig explicit consent of NPS Trust

**13. Responsibilities of the NPS Trust**

- Providing all support and cooperation to the selected solution provider regarding requirement gathering, training requirement specification, sign off and invoice processing
- Co-ordinating with various internal and external stakeholders
- To finalize the formats of the reports to be submitted by Intermediaries.
- Appoint security auditor for audit and certification

**14. Responsibilities of the bidder**

- The bidder has to provide onsite support for the system and associated deliverables starting from the date of project implementation i.e. date of sign off.
- The selected Bidder to extend the service to NPS Trust and shall be scalable to add new reports as and when required by NPS Trust, at the contracted rate, if applicable.
- The system should be deployed centrally and can be used as web-based server architecture.
- The digital solution should be certified by the Security Auditor before hosting the solution. All audit points raised by the security Auditor in audit should be complied by the successful bidder without any extra charge and within the stipulated time frame agreed between the NPS Trust and the successful bidder, as and when the need arises.
- The system shall be under a **warranty of nine months from the date of live implementation\*** during which additions/modifications/bug fixing shall be done without any extra charge by the bidder. Further all upgrades, patches, and statutory changes would be provided free of cost during the warranty and AMC period. The warranty period would start from the date of live implementation of the system. The period of implementation will correlate to the period of warranty

**Live implementation is defined as successful implementation of the system at the NPS Trust and successful generation of MIS & other reports to the satisfaction of NPS Trust as per the requirements agreed upon.**

### **6.1.3 Detailed Scope of the project:**

The contract is essentially for providing services as mentioned in the table below:

- The proposed solution should be a suitable and robust IT solution to effectively and efficiently monitor intermediaries in the National Pension System Architecture by providing them an electronic platform to submit the reports to NPS Trust in compliance w.r.t PFRDA Regulations issued/amended from time to time and to enable NPS trust to validate, track, consolidate, analyse, the data and report deviations to PFRDA.
- The solutions is envisaged to be hosted on Cloud Infrastructure and hence all of the components of the proposed solution should be compatible with VMware virtualization. The solution should be hosted in Windows (latest version) or Red hat Linux Operating System. Cloud provisioning and application hosting, including operation and maintenance of associated application as per defined SLAs.

- Studying and understanding MIS requirements of the NPS Trust based on the MIS requirements as indicated in this ITB. Further reports may be added / modified / deleted during product development and implementation. The requirements specified are only indicative. Further reports, formats and queries shall have to be discussed & crystallized as per NPS Trust's requirements. The requirement may further increase / decrease based on the system study. Bidder should also be prepared to provide enhancements / modifications at no additional cost to NPS Trust, keeping in view the fresh / future requirements of the NPS Trust.

### **Functional and Technical Requirements:**

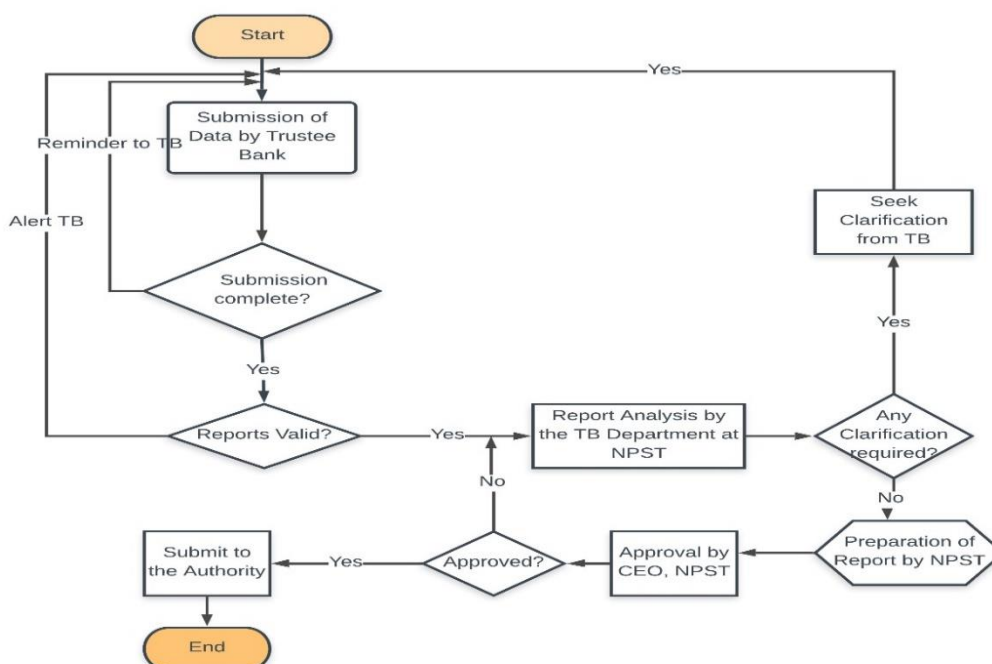
The proposed IT solution is envisaged to include the following functionalities:

#### **1. Compliance Monitoring:**

- Automated compliance process of capturing periodic reports mandated by regulations/Guidelines/Circulars etc. issued by PFRDA from time to time.
- The solution should ensure seamless flow of data from report submission to the proposed Digital Compliance Monitoring System and generate reports/analytics reports in the format as per requirement of NPS Trust. The reports must be generated automatically without manual interventions as per the requirement of NPS Trust and manually after customization as per the requirement of the functional users of NPS Trust.
- The solution should provide Interface for the intermediaries in the National Pension System Architecture to report in an authenticated manner with maker/checker facility along with integration to Digital Signature Certificate technology. The interface must be user friendly to both NPS Trust users and the intermediaries.
- Bidder to ensure that the system is compatible to DSC standards as per CCA guidelines issued from time to time. Future upgradation/updation in the system to cater to revised standards as per CCA guidelines will be taken up by the bidder without extra cost to NPS trust during the period of contract.
- Bidder to provide suitable interface for portal administration and report/analytics generation by associated users of the NPS Trust based on DSC technology as explained above.
- To receive/track/follow up compliance reports to be submitted by intermediaries as per PFRDA regulations/guidelines/circulars etc., from the different intermediaries in the NPS architecture which can

be validated, consolidated and report the to PFRDA for necessary action.

- The sample work flow of an intermediary (Trustee bank department) is illustrated below for understanding purpose.



- The sample work flow of an intermediary (CRA) is illustrated below for understanding purpose:

Another intermediary (CRA) submits the subscribers' Grievances reports raised against/ escalated to NPS Trust as per the PFRDA Regulations. NPS Trust monitors the reports from CRAs on periodical basis. Both the CRAs maintains Grievance Management Portal to capture the grievances and submit the following reports.

- Daily report on grievances/enquiries raised and escalated to NPS Trust.
- Monthly and quarterly report on grievance analysis.
- Summary of grievances pending for more than 60 days, 90 days etc.

These grievances are to be consolidated, analysed and submitted to PFRDA. Accordingly, first level, second level reminder letters are also sent to nodal offices which are pending for more than 60 days.

This process is required to be automated and requires provision to monitor the grievance report submission.

- The indicative list of reports, their frequency and the work flow in the NPS Trust is as per **Annexure V**
- The above process and work flow have to be automated for the specified intermediaries to enable them to submit the compliance reports to NPS Trust and enable NPS Trust to keep track of submissions, set up the alerts / reminders as per the due date etc. The entire work flow is to be automated and meet online submissions for all the users.

## **2. Data Analytics & Business Intelligence:**

The Reporting tool with the following capabilities

- Ability to schedule reports.
- Robust visualizations such as graphs, charts, and histograms.
- Slicing and dicing features
- Output data in various downloadable formats like PDF, Images, XLS, CSV.
- A browser based, tab/ smart phone based interface to view reports.
- Customizable fields
- Graphical data presentation with geospatial support features.
- Built-in ETL and/or strong integration with leading data preparation platforms
- Drag & drop interface for data transformation & preparation
- Automated data refreshes
- Drilldown capabilities (ability to drill down to various levels of a hierarchy)
- Able to format (page size, row, columns, fonts, colours, tables etc.), allow data manipulation (slice & dice multidimensional data on the fly, pivoting, sorting, ranking etc.)
- Capability of raising exception alarms (e.g. email notification)
- Compatible with all environments like Windows, Linux etc.
- User friendly GUI to allow easy generation of reports and exporting
- Capabilities (ability to export resulting data to other applications such as PDF, Images)
- Able to publish all the reports on the portal and have the ability to archive reports.
- The BI application needs to have the BI capabilities like drill down, slice and dice, multi-dimensional analysis, Ad-Hoc analysis.

- Capability to extend or integrate with components of advanced analytics
- Capability to embed visualization in other web-portals/ mobile Apps
- Provide native access to leading RDBMS solutions and capability to connect with big data components based on HDFS.
- Enables a web based ad-hoc analysis where end user can interact with logical view of information creating charts, pivot tables, reports, gauges, dashboards etc.
- Facility to save the queries and edit the same in future to derive newer queries.
- Ability to integrate with LDAP / OAUTH/ ADS / any other enterprise authentication mechanism for single sign on.
- Supports object level as well as row level security.
- Allows end users to create their own dash boards by simple drag & drop features
- Cross-platform and Cross-device access Mobile Integration/ Support for iOS, Android, Windows

#### **6.1.4 Scope of Work for the Solution Provider :**

The scope of work for the Solution Provider (SP) under this engagement has the following components which have been discussed subsequently.

1. Component #1: Supply, Development/Customization and implementation of Digital Compliance Monitoring System
2. Component #2: DC and DR virtual private cloud hosting services on IaaS model
3. Component #3: Training and capacity building
4. Component #4: Operation and maintenance support for the system

#### **1. Component #1: Supply, Development/Customization implementation of Digital Compliance Monitoring System**

Table: **Scope of services for system supply and implementation**

<b>Milestone</b>	<b>Brief Scope of Work</b>
<b>Activity #1: Project Planning &amp; Inception Phase</b>	SPs must include in their bids a preliminary project plan containing sufficient detail to show work breakdown structure, sequencing and time frame for every activity. The plan must include the proposed staffing plan including numbers, roles and responsibilities of team members. The plan must have a practical phasing of the Digital Compliance Monitoring System development, testing and implementation including project milestones, deliverables and performance indicators that may be used



	to monitor progress. The preliminary plan submitted in the bid shall be further strengthened and finalized by the SP (successful SP) upon award of contract and commencement of the project
Outputs at this activity: 1. Detailed project plan	
<b>Activity #2: Systems Requirement Study</b>	<p>Detailed requirement will be finalized in the Software Requirement Specification (SRS) document which will form the basis for application software development. The SP is required to capture all possible and required functional requirements. SP shall perform the following key activities during this phase: Detailed process study including stakeholder consultation and review of existing environment. Detailed assessment of the processes, forms, formats, reports etc. adopted by the NPS Trust and other intermediaries in the National Pension system. Study the requirements of NPS Trust for setting up the Digital Compliance Monitoring System in terms of efficient handling of back end operations, effective delivery of services to its stakeholders, service levels, etc. Study the system integration/interfacing requirements to and from the Digital Compliance Monitoring System and with other related systems.</p> <p>Preparation of System Requirements Specifications (SRSs) for the Digital Compliance Monitoring System based on the study carried out by the SP Obtaining formal sign-off on the SRSs from NPS Trust.</p> <p>The SP shall ensure that its team has experts in providing best practice inputs in system requirement specifications design and system development. The experts engaged by SP shall have experience in providing recommendations/reforming the business environment. Proposed experts must have successful credentials to prove these abilities and must be actively involved throughout this phase with significant onsite involvement during initial design period, which is an essential requirement. It is to be noted that NPS Trust may deploy a team of experts (both internal and external) who will work in close coordination with SP during system requirement specifications design and system development. SP shall take cognizance of such recommendations from the NPS Trust team in finalizing the SRS.</p>
<b>Outputs at this activity:</b> System Requirements Specifications (SRS) for Digital Compliance Monitoring System including system integration/interfacing requirements. SRS document shall comply with the latest and most relevant standards. The SRS should have the following minimum details:	

1. List of all reports with their contents screenshots, prototypes of the system to be developed/customized.
2. List of all validations/internal controls applicable list & format of MIS reports to be generated.
3. Detailed process flow of the entire business logic list of all data elements and database requirements.
4. Details of interfaces/integration both external and internal.
5. System and processes for capturing attributes of Service Level Agreement (SLA) measurements.
6. Various attributes of the application and the mechanism to manage the SLA's.
7. Details of all tools and technologies to be used.
8. Integration/interface requirement with other external agencies.
9. List of standards followed or to be followed.
10. Assumptions, dependencies and constraints

**Activity #3:  
Solution  
Supply,  
Development/  
Customization**

- a. The SP shall supply and customize the complete system architecture and specifications for meeting the system requirement specifications finalized during Activity #2.
- b. The system design shall include the design of the application architecture, user interface; database structures, security architecture, network architecture, and deployment architecture.
- c. The SP should submit the system design document to the NPS Trust and should obtain the sign off on the design document before commencing the development of the system.
- d. The solution design shall identify all the process logic and business logic for all processes and sub-processes of the NPS Trust. It shall define all the workflows and the validations at every level of each workflow.
- e. The detailed solution design document shall specify the detailed solution architecture. The solution architecture shall highlight the major components of the solution and map it to the requirements identified in the SRS.
- f. The SP shall perform the development/customization of proposed solution based on the approved functional, system requirement specifications and design document.
- g. During the development/customization phase, SP shall conduct demos to the team identified by the NPS Trust to demonstrate the prototype of the solution and to obtain inputs on the proposed prototype. SP shall avoid demonstrating the final solution to the NPS Trust without any interim reviews of prototypes of the system.
- h. The system/solution provided by the SP should be a web based solution and shall support deployment of

	<p>the system based on both centralized and decentralized architecture. It is planned that the system will be implemented in a centralized architecture based environment and will be hosted in the cloud. To the extent possible, the system development shall be carried out based on open standards and technologies.</p> <p>i. The SP shall design the software testing strategy including traceability matrix, test cases and conduct testing of various components of the system.</p>
<p><b>Outputs at this activity:</b></p> <ol style="list-style-type: none"> <li>1. Technical/system design document including but not limited to: Logical and physical database design.</li> <li>2. Logical data dictionary and data/file formats</li> <li>3. Component and deployment views of the application</li> <li>4. Performance features, audit features</li> <li>5. Interface/control design features</li> <li>6. Design of an audit trail capturing mechanism for all transactions (add, update and delete) using transaction log reports, so that errors in data, intentional or otherwise, can be traced and reversed, throughout the project duration.</li> <li>7. The security aspects, measures, etc., to deployed for the solution</li> <li>8. Access controls measures - To ensure the adequate protection of the databases from malicious operations from authorized and unauthorized users including the system operators or database administrator.</li> <li>9. Implementation plan for data security - To allow for changes in technology and business needs.</li> <li>10. Plans for various types of testing and audit as required by this ITB. Any other section as required as per the process followed by the SP.</li> <li>11. Requirements traceability matrix</li> <li>12. Test strategy and test plans</li> <li>13. Prototypes of proposed solution based on the agreed SRS and system design</li> </ol>	
<p><b>Activity #4: Software Testing</b></p>	<p>The SP shall perform testing of the solution based on the approved test plan, document the results and shall fix the bugs found during the testing. Though NPS Trust is required to provide formal approval for the test plan, it is the ultimate responsibility of SP to ensure that the end product delivered by SP meets all the requirements signed-off with the NPS Trust.</p> <p>The basic responsibility of testing the system lies with SP. The acceptance testing by the NPS Trust or any third party identified by the NPS Trust is for ensuring that the systems provided by SP meets the requirements. SP shall provide and ensure all the necessary support to the NPS Trust or any third party in conducting the acceptance testing including sharing necessary project documentation, systems designed &amp; developed, testing</p>

strategy, test cases developed for the project, test results etc.

The various testing phases are as follows:

1. **Unit Testing** - The SP will test all individual units/modules under unit testing. The SP will submit a unit testing report along with test cases, tests results, etc., at the end of the unit testing exercise.
2. **Integration and System Testing** - The purpose of the integration test is to execute the integrated components, including simulation of live operations, and analyze the results that are important for the functional verification of the production system. Integration testing shall be accomplished through the execution of predefined business flows, or scenarios, that emulate how the system will run the processes of the NPS Trust. These business flows shall be performed in a multifaceted computing environment comprising of developed application, third-party software, system interfaces and various hardware and software components. The integration tests shall build the necessary level of confidence that the solution is complete and will perform the business processes of the client.

Integration testing shall be done in two iterations.

- a. The first iteration (Integration test) shall concentrate on testing all important business processes inside the system, starting with touch point scenarios and ending with end-to-end-scenarios. SP's functional consultants will do it. Authorizations and user roles would also be tested in the integration test.
- b. System testing, as a second iteration, shall focus on the most important cross-enterprise scenarios with touch points to external components, including testing of conversions, interfaces, reports, and the necessary authorizations. It will be conducted in the presence of officials of the NPS Trust or any other nominated agency of the NPS Trust.
- c. SP should ensure that any closure of bugs, observations, etc., should not lead to any adverse cascading effect on the overall solution.
- d. The SP will submit a testing report along with the test cases, tests results, etc., at the end of the testing exercise.

	<p>3. <b>Performance Testing</b> - Once the system integration testing has been conducted successfully, load, scalability and stress testing would be conducted prior to go-live. SP should use suitable simulation tools in accordance with the agreed test procedures keeping in view the Year on Year (YoY) growth in transactions. The SP will submit a testing report along with test cases, tests results etc. at the end of the testing exercise. SP should submit a self-certificate stating the solution is meeting the required functional and performance features as agreed.</p> <p>4. <b>User Acceptance Testing</b> – SP shall prepare test cases for User Acceptance Testing (UAT) in consultation with the NPS Trust. SP shall facilitate the team from the NPS Trust to conduct this test after successful completion of performance testing. SP will close all observations, bugs, etc., identified during the UAT. This process of UAT will continue in an iterative manner till zero defects are shown by the SP for the test cases developed. The SP also needs to ensure that errors/ defects detected in previous round of tests do not get repeated in successive tests. The SP should submit a UAT report along with test cases; tests results etc. at the end of the testing exercise and get a sign-off on the UAT report from the NPS Trust.</p>
<p><b>Outputs at this activity:</b></p> <ol style="list-style-type: none"> <li>1. Test cases, test logs detailing the testing performed and provides evidence of the results achieved</li> <li>2. Self-certificate of functional and performance requirements of the system</li> </ol>	
<p><b>Activity #5: Third party acceptance testing and verification</b></p>	<p>The SP shall install the application software instance required for testing, training and data entry in the staging environment and shall perform installation of the proposed application, database and other related software. For installation of system and application software, SP shall work in close coordination with the team identified by the NPS Trust. The SP shall be completely responsible for hosting the application in the staging environment including any cost incurred for hosting in staging environment. NPS Trust may perform review of supplied system software to ensure that they are in line with the specifications quoted by SP in its proposal and the NPS Trust reserve the right to reject any material found with deviations. It is SP's responsibility to rectify the deviations without losing any time in meeting the timelines prescribed in the ITB. NPS Trust may engage a third party quality assurance service provider or a team of internal experts to perform independent verification and validation</p>

	<p>of solution delivered by SP to assess the solution in various areas such as functionality, security, scalability, integration, performance etc.</p> <p>The SP shall provide access to the instance to the team identified by the NPS Trust for performing acceptance testing and shall provide complete coordination and support in conducting the testing including detailed demonstrations/walkthrough of system developed for the NPS Trust. SP shall address all the gaps identified during the acceptance testing, which will be revalidated by the team identified for acceptance testing. SP shall deliver an error free solution/software including the application source code and related documentation upon addressing all the identified gaps. The application source code and related documentation will be the property of the NPS Trust without any preconditions.</p> <p>In the case of the application being a customized product and difficult to concede the IP rights of by the bidder, an escrow arrangement should be made to deposit the source code of the proposed solution. After the solution has been certified by the 3rd party, the SP will prepare the Solution Application Readiness Report and submit it to the NPS Trust. The escrow agency shall be jointly appointed by NPS Trust and the solution provider.</p>
<p><b>Outputs at this activity:</b></p> <ol style="list-style-type: none"> <li>1. System walkthroughs and demonstrations to the identified third party for performing acceptance testing.</li> <li>2. Solution application readiness report</li> <li>3. Source code (soft copy)</li> <li>4. Report formats (soft copy)</li> <li>5. Test script (soft copy)</li> <li>6. Database (soft copy)</li> <li>7. Executable file (soft copy)</li> <li>8. Others relevant documents deemed necessary</li> </ol>	
<p><b>Activity #6: Documentation</b></p>	<p>The SP shall prepare/update the documents including that of systems requirement specification, test cases &amp; results, user manuals, training manuals, operational manual, and maintenance manuals etc. as per applicable standards. The SP shall obtain the sign-off from the NPS Trust for all the documents submitted and shall make necessary changes as recommended by the NPS Trust before submitting the final version of the documents.</p>
<p><b>Outputs at this activity:</b></p> <ol style="list-style-type: none"> <li>1. SRS, Test cases and results</li> <li>2. User manual</li> <li>3. Installation, operation and maintenance manual</li> <li>4. Training manual</li> <li>5. Backup and recovery policy</li> <li>6. Access control policy</li> <li>7. Incident management policy etc.</li> </ol>	

<b>Activity #7: Configuration, Implementation and go-live of the system</b>	<p>After successful acceptance testing of the software in the test instance, SP needs to configure the accepted solution for the NPS Trust. SP will install and configure the application software, system software and other necessary tools for implementation of the system in the cloud.</p> <p>SP shall provide staff, technical and supervisory, in sufficient numbers to operate and manage the functioning of the application setup with desired service levels.</p> <p>SP is also required to perform the migration of data and documents to the production instance for the NPS Trust and need to ensure that system is operational in all aspects.</p> <p>SP shall be responsible to coordinate with cloud data centre operator to host, install and configure the system. Upon implementation of the production system, another round of acceptance testing shall be carried out for ensuring completeness of the implementation.</p> <p>Upon successful acceptance testing and addressing all the gaps identified during the testing, system shall be put into operations and it will be declared as “go-live”.</p>
<b>Outputs at this activity:f</b> <ol style="list-style-type: none"> <li>1. Deployment plan</li> <li>2. Final production deployed source codes bundles (e.g. configured packages, binaries, configuration files, integration components)</li> <li>3. Configured Digital Compliance Monitoring System in production instance</li> </ol>	

*Note: The SP shall be responsible for procurement and installation, configuration and commissioning of any system software required for configuring, installation and go-live of Digital Compliance Monitoring System.*

## **2. Component #2: DC and DR Virtual Private Cloud Hosting Services on IaaS Model**

- a. SP shall perform a detailed assessment of the Digital Compliance Monitoring System requirements discussed in the ITB, users, and transactions and assess the infrastructure requirements for operationalization of the system and to provide the services in conformance with the SLA and growth in transactions during the project life cycle.
- b. Post this assessment, SP to provision for compute, storage, network, security, connectivity, backup etc. for DC and DR on cloud hosting/IaaS model.
- c. All products should be supported by back-to-back support from OEM (for the products where SP is not the OEM) for the entire duration of the project.
- d. The SP will be responsible for provisioning of required IT infrastructure as IaaS for hosting Digital Compliance Monitoring System for NPS Trust.

- e. The proposed landscape for the deployment of Digital Compliance Monitoring System for NPS Trust is
  - i. QA
  - ii. Staging
  - iii. Production
  - iv. Disaster Recovery
- f. The above environments are to be deployed in secured and dedicated cloud-based environment in India.
- g. The selected solution provider shall be responsible for provisioning required compute infrastructure (server/virtual machines), storage for hosting IT Solution.
- h. The infrastructure provisioned by the selected solution provider must be scalable and shall allow NPS Trust to add/reduce cloud resources on demand basis through a user-friendly dashboard.
- i. The solution needs to provide the ability for NPS Trust to automatically provision the services via a Web Portal (Self Provisioning), provide metering and billing to provide service assurance for maintenance & operations activities. Detailed user level or user group level auditing, monitoring, metering, accounting, quota and show-back information is essential the cloud platform to be offered.
- j. Compliance process to the defined international standards and security guidelines such as ISO 27001 and the latest relevant standard for maintaining operations of cloud and ensuring privacy of NPS Trust data.
- k. A change release management and configuration management procedure is defined and implemented to process any change to the cloud environment / services. This procedure must include the capability to support the transition between the aforementioned environments prior to production deployment.
- l. Manage the instances of storage, compute instances, and network environments. This includes department-owned & installed operating systems and other system software that are outside of the authorization boundary of the SP. Solution Provider is also responsible for managing specific controls relating to shared touch points within the security authorization boundary, such as establishing customized security control solutions. Examples include, but are not limited to, configuration and patch management, vulnerability scanning, disaster recovery, and protecting data in transit and at rest, host firewall management, managing credentials, identity and access management, and managing network configurations.



- m. It is the responsibility of the SP as MSP to monitor the cloud services (Resource Management, User Administration, Performance, Service Levels...).
- n. Deploying applications on Cloud, user administration, security administration, planning and implementation of Cloud Management and Monitoring Portal for complete infrastructure and services procured.
- o. Disaster Recovery Plan and Implementation: Setup and configuration of VMs, Storage, Network, Database, etc. at DR site meeting RPO and RTO requirements of the NPS Trust

### **3. Component #3: Training and Capacity Building**

The selected SP shall be required to provide proper hands-on training to designated end user of the NPS Trust and to its stakeholders relating to the solution and other areas so as to make them well conversant with the functionalities, features and processes built in the system. The SP needs to carry-out the following as part of the training and capacity building activity:

- A. **Developing the Training Content** - SP shall ensure that the training content is relevant to the target trainees depending upon the role played by them. The SP shall submit the training content to the NPS Trust for approval. It shall be submitted at least three (3) weeks in advance before the conduction of the training. NPS Trust will review and provide comments to SP on the training content. SP shall incorporate and implement changes suggested by the NPS Trust in training delivery and content.
- B. **Prepare Training Schedule** - A detailed training schedule will be prepared by SI after consultation and approval from the NPS Trust. Any update in the training schedule shall require approval by the NPS Trust before the conduction of training.
- C. **Training Venue and other Logistical Arrangements**
  - a) The number of end users and location wise distribution of these users will be shared by the NPS Trust with SP.
  - b) SP needs to submit training completion report at end of training.
  - c) Training shall take place at the location identified by the NPS Trust.

- d) Cost of travelling of participants for attending the training will be borne by the NPS Trust. However, the cost of trainer provided by SP for conducting the training shall be borne by SP.
- e) SP is required to arrange for all equipment, software, hardware etc. required for the training, at no cost to the NPS Trust.
- f) Providing hard copies of training material to participants shall be responsibility of SP and the cost for the same must be included in the training costs as proposed by the solution provider in their proposal.
- g) **Identification of Training Participants** – The NPS Trust shall be responsible for identifying the participants for the training based on the functionalities going live. It is the responsibility of the SP to follow-up on getting the requisite details from the NPS Trust.
- h) **Circulating Pre-training Material** - SP shall make adequate provision for circulating pre-training material to all the participants before the conduction of the training. The pre-training material may be circulated in electronic form and hard copy form to the NPS Trust.
- i) **Language for Delivery of Training** - The mode of training delivery shall be in English and Hindi.
- j) **Type of Training and Other Logistical Arrangements** - Training program will be a combination of classroom training and hands-on training to the officials and any other agencies nominated by the NPS Trust. SP will conduct class room training centrally at the NPS Trust for the identified officials.
- k) The content of the training plan and schedule shall be mutually decided by the NPS Trust and the SP.
- l) The SP shall take training feedback from the trainees for the classroom training and handholding support. In case more than 30% of the respondents suggest that the training provided to them was unsatisfactory or less than satisfactory, then SP would re-conduct the same training at no extra cost.
- m) The space for class room based training will be provided by the NPS Trust. The requisite training infrastructure like all equipment, software, hardware etc. required for the training shall be provided by the SP. NPS Trust will provide projector with screen for presentations, and refreshments for each of these training sessions.

#### 4. Component #4: Operation and Maintenance Support for the System

- a. The SP shall provide operation and maintenance services for the system including hardware, system software etc. (if any) from the date of sign-off of completion certificate by NPS Trust as per the format in Annexure- VII and such services shall be provided for a period of two years (2) years which may be extended to two more years as decided by NPS Trust.
- b. The operation and maintenance support for application and system software includes, but not limited to, ensuring defect free operation of the systems, troubleshooting & addressing the functionality, availability & performance issues, implementing the system change requests etc.
- c. The SP shall keep the application software in good working order; perform changes and upgrades to applications as requested by the NPS Trust.

The following outlines the overview of operation and maintenance services to be provided by SP for the system and related hardware, system software etc. (if any) implemented by SP. The following is the broad scope for maintenance and support functions with regard to the software.

Requirement	Scope
<b>Application Software Maintenance</b>	<p>The SP shall address all the errors/bugs/gaps in the functionality offered by the system (vis-à-vis the SRS signed off including any changes) at no additional cost during the operation and maintenance period. SI should provide the latest updates, patches/fixes, version updates relevant for the software components. This will also include installation of the necessary patches and application updates at various locations including data center and all other locations, if required.</p> <p>For performing of any functional changes to system, which deviates from the signed-off system requirements, a separate Change Control Note (CCN) shall be prepared by SP and effort &amp; cost estimates shall be mutually agreed between SP and the NPS Trust at the man-day cost. Any changes/upgrades to the software performed during the operations &amp; maintenance phase shall be subjected to the comprehensive &amp; integrated testing by SP to ensure that the changes implemented in the system meets the desired and specified requirements of the NPS Trust and doesn't impact any other function of the system.</p> <p>Support services for the system will include the following:</p>

	<ol style="list-style-type: none"> <li>1. Overall administration, operations, monitoring, maintenance of the deployed application software and the database to ensure the desired uptime.</li> <li>2. Periodic backup and recovery of database, application and web content.</li> <li>3. During O&amp;M period, the NPS Trust may request SP, to make necessary changes in the layout, color schema, MIS reports format, input forms layout. However, these changes shall be suggested keeping in view that it should not transform the database schema. The SP shall be responsible to make these changes at no extra cost to the NPS Trust.</li> </ol>
<b>O &amp; M for the Licensed Software</b>	<p>All supplied software should be supplied with applicable OEM warranties and support (including back to back) for the entire duration of the project. During O&amp;M period, SP has to provide updates and patches. SP must carry out any requisite adjustments/changes in the configuration for implementing different versions of application software. The SP shall provide from time to time the updates/upgrades/new releases/new versions of the software and operating systems as required. The SP must provide free upgrades, updates &amp; patches of the software and tools to the NPS Trust as and when released by OEM/SI. The SP will implement from time to time the updates/upgrades/new releases/new versions of the software and operating systems as required after necessary approvals from the NPS Trust about the same SP shall provide and apply regular patches to the licensed software including the software, operating system, databases and other applications.</p> <p>The SP shall provide for software license management and control. SP shall maintain data regarding entitlement for software upgrades, enhancements, replacements, and maintenance. SP must perform periodic audits to measure license compliance against the number of valid end user software licenses consistent with the terms and conditions of license agreements, volume purchase agreements, and other mutually agreed upon licensed software terms and conditions and report to the NPS Trust on any exceptions to SP terms and conditions, to the extent such exceptions are discovered. SP shall manage complete OEM's technical support for all the licensed software problems and/or questions, technical guidance, defect and non-defect related issues. SP shall provide a single-point-of-contact for software support and provide licensed software support including but not limited to problem tracking, problem source identification, problem impact (severity) determination,</p>

	bypass and recovery support, problem resolution, and management reporting. The SP shall undertake regular preventive maintenance of the licensed software. If the operating system or additional copies of operating system are required to be installed/reinstalled/uninstalled, the same shall be done as part of O&M.
<b>System Administration, Maintenance &amp; Management Services</b>	<p>The objective of this service is to support and maintain all the systems including hardware (if any) provided as a part of this project by SP, and shall include:</p> <ol style="list-style-type: none"> <li>1. Regular monitoring of all the applications hosted.</li> <li>2. Regular analysis of events and logs generated in all the subsystems to identify vulnerabilities. Necessary action shall be taken by the SP in accordance with the results of the log analysis. Suitable mechanism has to be maintained for security and forensic related logs or as per extant IT Act and that of other Government regulations issued from time to time.</li> <li>3. Adoption of policies and procedure, compliances, guideline or international standard as defined by the NPS Trust.</li> <li>4. Troubleshoot problems with web services, applications software etc.</li> <li>5. Problems shall be logged in at the help desk and resolved as per the SLAs defined.</li> <li>6. Operating system administration, including but not limited to management of users, processes, preventive maintenance and management of upgrades including migration to higher versions and patches to ensure that the system is properly updated.</li> <li>7. Periodic health check of the systems, troubleshooting problems, analyzing and implementing rectification measure.</li> <li>8. Perform database administration activities for database. The SP will ensure that all databases of the NPS Trust will be administered as per standards and requirements. The service covers all the databases run on servers/SAN at cloud and backup site including but not limited to start-up and shutdown of databases, daily/weekly/monthly backup of databases, database recovery when required, weekly database recovery check, required logs maintenance as per policies of the NPS Trust, disaster recovery as per policies of the NPS Trust, documentation upkeep and records maintenance, user account management, database problem resolution, performance tuning etc. The scope of this activity is limited to the proposed solution only.</li> </ol>

<b>Backup and Restore Services</b>	<p>The services to be provided by SP shall include:</p> <ol style="list-style-type: none"> <li>1. Backup of storage as per the defined policies.</li> <li>2. Monitoring and enhancing the performance of scheduled backups, schedule regular testing of backups and ensuring adherence to related retention policies as defined by the NPS Trust.</li> <li>3. Prompt execution of on-demand backups of volumes and files whenever required or in case of upgrades and configuration changes to the system.</li> <li>4. Real-time monitoring, log maintenance and reporting of backup status on a regular basis.</li> <li>5. Media management tasks, including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting in fireproof cabinets (onsite and offsite)</li> </ol>
<b>Helpdesk Support</b>	<p>The SP shall establish a helpdesk/support to provide clarifications and support to the users during system usage and operations. The contact numbers of the support/helpdesk established by the SP shall be made available to the respective officials. Some of the key support required includes:</p> <ol style="list-style-type: none"> <li>1. Handle teething issues of the users.</li> <li>2. The helpdesk persons should be accessible to all the project locations and their end-users on telephone during office hours via e-mail/chat.</li> <li>3. The SP should equip the helpdesk staff with necessary IT equipment such as laptop etc. to provide necessary support to the NPS Trust effectively and efficiently.</li> <li>4. The SP shall have to maintain an online call log register with all the necessary details/references and submit the report from same to the nodal officer as and when required. The format of the report would be mutually decided later at appropriate time.</li> <li>5. The end-users should be allowed to create a ticket for any problem faced by him and same should be closed only by him/her after the resolution of the problem.</li> <li>6. Helpdesk staff shall escalate the problem to the project manager and maintain the log/status of the complaint in the online call log register.</li> <li>7. Reply to the queries/feedback/suggestions/complaints from all the stakeholders.</li> <li>8. Help desk should provide handholding support for all the project location through online/telephone line.</li> </ol>
<b>Software Change Version Control</b>	<p>All planned changes to application systems shall be coordinated within established change control processes to ensure that:</p> <ol style="list-style-type: none"> <li>1. Appropriate communication on change required has taken place.</li> <li>2. Proper approvals have been received.</li> <li>3. Schedules have been adjusted to minimize impact on the production environment.</li> </ol>

	The SP shall define the software change management & version control process and obtain approval for the same from the NPS Trust. For any changes to the software, SP has to prepare detailed documentation including proposed changes, impact to the system in terms of functional outcomes/additional features added to the system etc. SP is required to obtain approval from the NPS Trust for all the proposed changes before implementation of the same into production environment and such documentation is subject to review at the end of each quarter of operations and maintenance support.
<b>Maintain System Documentation</b>	Maintain and update documentation of the following: 1. Source code for the customizations is documented. 2. Application documentation is updated to reflect on-going maintenance and enhancements including SRS in accordance with the defined standards. 3. User manuals and training manuals are updated to reflect on-going changes/enhancements. 4. Standard practices are adopted and followed in respect of version control and management.
<b>Monitoring of Service Levels</b>	The SP will be required to monitor the service levels as set forth in this document. SP will also be required to procure, install and operate monitoring tools to monitor these SLAs. The tools / technology shall be transferred to the NPS Trust at the completion of the contract. The SP will ensure that the reports for monitoring of most of the SLAs like system uptime, connectivity uptime etc. are generated automatically from the system. The SP will be required to establish a well-defined escalation procedure for resolution of any dispute. The same will need to be approved from the NPS Trust. The SP will also maintain a list of the issues which could affect the functioning and services of the system
<b>MIS Reporting</b>	The SP is responsible to submit certain key MIS reports. The SP shall prepare and submit all other required information in the desirable format as notified by the NPS Trust related to project. The formats for all the MIS reports shall be prepared by the SP and submitted to the NPS Trust for approval. The MIS reports submitted by the SP should strictly be in the approved format only which, if required, may be revised from time to time.

#### **Change request:**

- i. Any changes till go-live, (e.g. new functionalities, improvement in execution time, performance tuning etc.) and which were not there in base line i.e. SRS, design description etc. will not qualify as change request. The solution provider will implement such changes in the solution required at no additional cost to the NPS Trust.

- ii. Any configuration, performance tuning, change in statutory requirement, mitigation of security observation during annual/periodical audits, changes required to accommodate patches, upgrades etc. which are required for the operation of the project shall not qualify as change request.
- iii. The requirements given are indicative only and not exhaustive in any manner and/or kind and/or form. The bidder by responding is deemed to have understood and agreed that the requirements are subject to change at sole discretion of the NPS Trust and will be finalized during software requirement specification, as-is, to-be, requirement analysis, design phase etc. i.e. till go-live. Failure to comply with which invite forfeiture of performance NPS Trust guarantee and any other terms and conditions of ITB.
- iv. Selected solution provider to factor 50 Man-days minimum of change request effort to be eligible for billing against change request during the support period.
- v. All the development/customization/configuration must meet the requirements for security, performance, ease of use for operations, administration and management.
- vi. The bidder should quote the unit costs (man day charges) for affecting the change management requests
- vii. All change requests will be considered, evaluated and approved by NPS Trust for implementation.

### **SP's Project Team:**

The solution provider's project team should have the following key resources with the minimum skill set as provided in the table below

(Note: the table below is only for key resources and SP needs to staff the team in sufficient number and skill set to meet the requirements)

S.N	Role	Responsibilities	Minimum Qualifications
1.	Project Manager (1 position)	<ul style="list-style-type: none"> <li>Managing the entire set of functions and day-to-day operations of the project</li> <li>Monitoring performance &amp; efficiency of various</li> </ul>	<ul style="list-style-type: none"> <li>Minimum 15 years of experience in managing IT projects (in Government / public sector/Private Sector)</li> <li>Experience in at least 2 end to end implementation and operation of Analytical/ BI Reporting Tools.</li> <li>Minimum B.Tech/BE/ MCA</li> <li>PMP/Prince 2 certified</li> </ul>



S.N	Role	Responsibilities	Minimum Qualifications
		<p>Teams and Resources</p> <ul style="list-style-type: none"> <li>• Reporting to NPS Trust regarding operations of the project on periodic basis</li> </ul>	
2.	Solution Architect (1 position)	<ul style="list-style-type: none"> <li>• Leading team of Solution Architects, DBAs, Analytical/BI Tool experts.</li> </ul>	<ul style="list-style-type: none"> <li>• At least 10 years of overall experience and experience of at least 3 projects in designing Analytical/BI Solutions. Out of the three projects, at least one should be done using BI Tools proposed for this project.</li> <li>• Minimum B.Tech/BE/ MCA</li> <li>• Any leading IT architect certification in BI technology</li> </ul>
3.	Test lead (1 position)	<ul style="list-style-type: none"> <li>• Carrying out testing activities for the project and managing a team of test engineers</li> </ul>	<ul style="list-style-type: none"> <li>• Min. 7 years of experience of testing IT / Analytical/BI applications</li> <li>• Excellent communication, analytical and problem solving skills</li> <li>• Minimum B.Tech/BE/ MCA</li> <li>• Any leading testing certification in the proposed testing tool</li> </ul>
4.	Database Lead (1 position)	<ul style="list-style-type: none"> <li>• Database maintenance and support functions</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum 5 years of professional experience in database administration.</li> <li>• Should have worked with database management systems software, determining effective storage methods while managing tasks involved in database environment</li> <li>• Excellent problem solving abilities and detail orientation.</li> <li>• In depth knowledge in the proposed DB</li> <li>• Minimum B.Tech / BE/ MCA</li> <li>• DBA certification from the OEM of the proposed DB</li> </ul>
5.	Domain experts (Capital Markets) (1 position)	<ul style="list-style-type: none"> <li>• Develop requirements in consultation with NPS Trust officials.</li> <li>• Work with Solution architect in solution design.</li> </ul>	<ul style="list-style-type: none"> <li>• 5+ years of experience in Economic/Data analysis</li> <li>• Knowledge &amp; experience of using corporate sector data analysis tools and technologies</li> <li>• Experience in handling financial data</li> </ul>

S.N	Role	Responsibilities	Minimum Qualifications
		<ul style="list-style-type: none"> <li>To be responsible for functional design and all domain related aspects.</li> </ul>	<ul style="list-style-type: none"> <li>Master Degree in Economics/Statistics/Commerce/ MBA OR</li> <li>B.Com + CA/CS/CWA</li> </ul>

## 7. **OTHER TERMS AND CONDITIONS:**

	<b>Description</b>	
7.1	<b>Payment terms:</b> All invoices shall be in original and shall contain the description, units and total price(s) of the services delivered. A separate invoice shall be submitted for each milestone. Mile stones refer to successful commissioning of solution for reports by intermediary:	
	A	Software on Yearly subscription basis. Year 1 Price
		Claimed on delivery of licenses and installation in equal proportion
	B	Services towards installation, Testing, Commissioning of the solution. (S.No 1 of the financial bid format)
		Payment terms as per details below
		Pension Funds
		50% of cost
		CRA's
		20% of cost
		Custodian
		5% of cost
		Trustee Bank
		5% of cost
		Others
		10% of cost
		Successful completion of warranty period
		10% of cost
	C	Training Cost
		One time, after the completion of training to the satisfaction of NPS Trust
	D	Manpower support cost for resources during the normal business hours.
		Quarterly basis in arrears.
	E	Software subscription price for solution for year 2 and year 3
		Quarterly basis in advance.
	F	Security Audit by third party – Fees
		On submission of final compliance report.
	G	Change request (if applicable)
		Cumulative efforts spend on quarterly basis post completion of quarter.
	H	Managed services for hosting, hardware, network and related system / platform
		Quarterly basis at the end of each quarter

		software (including maintenance) and other payments related to support and maintenance	
7.2	<b>Penalties:</b> If, in accordance with clause 17 of Section V. The penalties for the delay may be deducted by NPS Trust from any sum(s) due, or to become due, by the NPS Trust to the bidder.		

Signature with date and Seal of Bidder: \_\_\_\_\_

## SECTION IV - FINANCIAL BID FORM

**(Note to bidders: To be submitted in a separate sealed envelope clearly marked 'Financial Bid'. Please refer to article 10 of Section I of ITB for more details)**

1. The bidder shall quote consolidated fee (inclusive of all statutory taxes as applicable)
2. Bidders have to quote same annual rate for all years in respect of annual maintenance and hosting services.
3. Rates quoted in any other manner than the above will be summarily rejected. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.
4. In case of any discrepancy/difference in the amounts indicated in figures and words, the lesser quoted amount will prevail and will be considered.
5. Successful bidder provides and maintains the solution hosted in MeitY empanelled cloud service provider in India.
6. The following table summarizes the option provided by the bidder and cloud resources are procured by the

<b>Model</b>	<b>Solution, Supply, Development, Implementation and Maintenance of the solution</b>	<b>Hosting Infrastructure</b>	<b>Who arranges the Infrastructure</b>	<b>Manages Services of the Cloud Infrastructure</b>
OPEX	By Bidder	By Bidder	By Bidder	By bidder

### FINANCIAL BID FORMAT

		<u>Implementation period + warranty period</u>			<u>AMC Year 1</u>	<u>AMC Year 2</u>	<u>AMC Year 3</u>	<u>AMC Year 4</u>	
<u>S. No</u>	<u>Component</u>	<u>Cost</u>	<u>Taxes</u>	<u>Total Cost including Tax at the time of implementation</u>	<u>Total cost (including Tax)</u>	<u>Total cost (including Tax)</u>	<u>Total cost (includ ing Tax)</u>	<u>Total cost (including Tax)</u>	<u>Total Project Cost (including Tax)</u>
1	Application Supply / Customization/Development, Implementation Cost								
2	Application Maintenance & Operational Expenses including Hosting infrastructure expenses, deployment of patches etc.								
3	Support Manpower Cost(Post Warranty period)-From second year onwards								
4	Training Cost(One Time cost)								
5	Software Licences (including ATS)(Project Period)								
6	Others								
								Total	

**Details of Financial Bid:**

S.No	Category	Component	No. of Components/Units of Service	Rate (per Unit)(Y)	Total Cost(=X*Y)
<b>A:Application Supply, Development, Customization &amp; Database Creation</b>					
1	Application Supply, Development, Customization & Database Creation				
<b>Total A:</b>					
<b>B. Application Maintenance &amp; Operational Expenses</b>					
1	Application Maintenance including upgradation, deployment of patches, fixes etc				
2	Hosting Infrastructure Expenses				
	2.1				
	2.2				
	2.3				
	.....				
	<b>Total Hosting Infrastructure Expenses</b>				
3	Managed Services for Cloud hosting				
<b>Total B:</b>					
<b>C: Support Manpower(From Second Year Onwards , post warranty) –Annual basis</b>					
1	Project Manager				
2	System Analyst				
3	DBA				
4	Programmer				
	.....				
<b>Total C:</b>					

<b>D. Training Cost(One Time Cost)</b>					
	Training Cost per person		100		
<b>Total D:</b>					
<b>D. Software Licences(Annual Expenses) including ATS-</b>					
<b>1</b>					
<b>2</b>					
<b>3</b>					
<b>4</b>					
<b>Total D:</b>					
<b>E. Others(Please Specify)</b>					
<b>1</b>					
<b>2</b>					
<b>3</b>					
<b>Total E:</b>					

- Annual Technical Support (ATS) cost to be specified post warranty period for the component mentioned in No(5)
- Support and Maintenance cost to be applicable post warranty period(S.no(3))-
- Hosting Infrastructure to be cloud based and include DC-DR capability in India

## **Section V – COMMERCIAL TERMS AND CONDITIONS**

### **1. DEFINITIONS**

1.1. These commercial terms and conditions shall constitute the general conditions of contract, where no separate contract is signed with the selected Bidder(s), and, the bidders by putting their signature and stamp on each page of this Section V are binding themselves to these Terms and Conditions. In the commercial terms and conditions as defined below, words and expressions shall have the following meanings assigned to them:

- a. “Contract” means the agreement of the Parties relating to the procurement of Services and / or the National Pension System Trust Purchase Order, and all attachments incorporated by reference, which shall form an integral part of the Contract. In the event of any discrepancy, the documents to prevail shall be given precedence in the following order: (i) the Contract (where separately signed), (ii) the NPS Trust Purchase Order, (iii) its attachments, and (iv) these Commercial Terms and Conditions;
- b. “Entity/firm” or “Solution Provider” means the person or entity named in the Purchase Order issued by the NPS Trust;
- c. “Day” means any calendar day;
- d. "Due Date" means the latest possible date by which the Services shall be delivered by the Entity/firm to the NPS Trust, as specified in the NPS Trust Purchase Order;
- e. “Force Majeure” shall mean any unforeseeable exceptional situation or event beyond the Parties’ control which prevents either of them from fulfilling any of their obligations under the contract, was not attributable to error or negligence on their part (or of their partners, firms, agents or employees), and could not have been avoided by the exercise of due diligence. Defects / deficiencies in services or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as Force Majeure by the defaulting Party. Neither of the Parties shall be held liable for breach of its obligations under the Contract if it is prevented from fulfilling them by Force Majeure. The Party invoking Force Majeure shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and take any measure to minimise possible damage;
- f. “Services” means all of the goods and/or services to be provided to NPS Trust by the solution provider under the contract;
- g. “NPS Trust” means National Pension System Trust, New Delhi;
- h. “Party” means the NPS Trust or the Entity/firm and “Parties” means the NPS Trust and the Entity/firm; and
- i. “Place(s) of Service” means the location(s) or place(s) where the services are to be provided by the solution provider, as specified in the NPS Trust Purchase Order.



- j. “NPS Trust Purchase Order” means NPS Trust’s official Purchase Order document

## **2. PROJECT GOVERNANCE**

- 2.1 A Steering committee shall be constituted by NPS Trust for providing guidance, monitoring and driving this project. The steering committee would monitor the project implementation as per the objectives and requirements of NPS Trust and laid down in this ITB document.
- 2.2 A Project Management Committee shall be constituted by NPS Trust to monitor the day-to-day progress, quality, time, scope and budget of the project. The project management committee shall monitor issues and resolutions, coordinate with various internal and external stakeholders, review the deliverables and recommend for sign-off to the steering committee.

## **3. GO-LIVE STATUS**

- 3.1 It is the date agreed by NPS Trust and the bidder upon which the system is made available for use in real time live production environment and the goals and desired outcome of the project are accomplished to the satisfaction of NPS Trust.
- 3.2 The solution provider must get the certification for Go-Live from NPS Trust stating all the functionality are working fine and the requirements of Go-Live are complied with

## **4. CONCLUSION OF THE CONTRACT**

- 4.1. The contract is made between the NPS Trust and the selected solution provider. The selected solution provider is engaged as an independent entity/firm for the sole purpose of delivering the services.
- 4.2. The contract shall be concluded upon the solution provider duly following the countersigning procedure as stated in the NPS Trust Letter of Intent.

## **5. FUNDING**

- 5.1. This contract shall become and remain effective only on the condition that an official Purchase Order is issued by NPS Trust following the conclusion of this ITB exercise. Any continuation of the solution provider’s performance under this contract after being notified by the NPS Trust shall be at the solution provider’s risk and expense.

## **6. DELIVERY AND TAKE-OVER OF SERVICES**

- 6.1. The solution provider shall provide the services to NPS Trust. Take-over of the services by the NPS Trust shall not be deemed acceptance of the services by the NPS Trust. The timelines of delivery as specified in the Contract/ Purchase Order shall be strictly adhered to, and time shall be of the essence.

## **7. QUALITY OF SERVICES**

- 7.1. The solution provider shall provide services that are:
- a. of the quality, quantity and description as required by the Contract / Purchase Order; and

- b. free from any right or claim of a third party, including rights based on industrial property or other intellectual property.
- c. free from any form of disputes with any party in the court of law

## **8. INSPECTION AND ACCEPTANCE**

- 8.1. The duly authorised representative(s) of the NPS Trust shall have the right, before payment, to inspect the services received. The solution provider shall provide all facilities for such inspection. Any inspection carried out by representative(s) of the NPS Trust or any waiver thereof shall be without prejudice to other provisions of the contract concerning obligations assumed by the solution provider, including specifications of the Services.
- 8.2. Upon delivery and inspection of the services, NPS Trust shall inspect the services as soon as possible and complete the Services Receiving Document. Should any services fail to conform to the technical specifications, codes and standards under the contract, NPS Trust may reject the services without any liability to the solution provider. The solution provider shall, at no cost to the NPS Trust, replace the rejected services or, alternatively, rectify the non-conformity.
- 8.3. In the case of services ordered on the basis of specifications, NPS Trust shall have the right to reject the services or any part thereof and terminate the contract if the services do not conform to the specifications. Nothing in this clause shall in any way release the solution provider from any warranty or other obligations under the contract.

## **9. INSURANCE**

- 9.1. The solution provider will arrange, at its own cost, any and all insurance required for meeting its obligations under this contract.

## **10. OBSERVANCE OF LAW AND LICENCES**

- 10.1. The solution provider shall comply with all laws, ordinance, rules and regulations bearing upon the performance of its obligations under the terms of the contract. If any licence or any other Governmental authorisation is required for the services, it shall be the obligation of the solution provider to obtain such licence or governmental authorisation at its own cost. In the event of the solution provider's failure to obtain such licence or authorisation within a reasonable time, NPS Trust may immediately terminate the contract forthwith without incurring any liability of payment to the solution provider. Where the award procedure or execution of the contract is vitiated by substantial errors or irregularities or by fraud, NPS Trust shall suspend execution of the contract without any liability of payment to the solution provider.
- 10.2. Where such errors, irregularities or fraud are attributable to the solution provider, the NPS Trust may also refuse to make payments and may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud along with the damages. The purpose of suspending the contract shall be to verify whether presumed substantial errors and irregularities or fraud have actually occurred. If they are not confirmed, execution of the contract shall resume as soon as possible. A substantial error or irregularity shall be any infringement of a contract or regulatory provision of India, resulting from an act or an omission that causes or might cause a financial loss.

## **11. PRICE**

- 11.1. The price of the services shall be as stated by the solution provider and accepted in Letter of Intent and shall not be increased.

## **12. PAYMENT**

- 12.1. All invoices shall be in original. A separate invoice shall be submitted for each milestone under the contract.
- 12.2. NPS Trust shall not pay any charge / compensation for late payments.

## **13. TAX EXEMPTION**

- 13.1. The solution provider's price shall reflect any tax exemption to which the NPS Trust is entitled. If it is subsequently determined that any taxes that have been included in the price are not required to be paid or if, having been paid, any such taxes are subject to refunding, the NPS Trust shall deduct the amount from the contract price. Payment of such adjusted amount shall constitute full payment by the NPS Trust.

## **14. WARRANTY & MAINTENANCE**

- a. Solution provider shall have to provide a comprehensive, on-site, post installation warranty of nine months from the date of acceptance of Go-Live by NPS Trust. If during the warranty period any defect should be found in the design and implementation of the digital compliance monitoring solution and other services provided by the solution provider, the solution provider shall promptly, in consultation and agreement with NPS Trust, and at its own cost, repair, replace, or otherwise make good such defect. The solution provider shall warrant that the implementation services will be provided with due care, skill and diligence and will use techniques, methods and materials of a high standard and quality commensurate with the current industry practice.
- b. Bidder shall also provide complete maintenance support for all the Digital compliance monitoring system components and infrastructure as outlined in this ITB for the complete period of the validity of contract.
- c. During the warranty period, the bidder warrants that the goods supplied under the contract are new, unused, of the most recent version/ models and shall incorporate all improvements in design and materials, as and when they become commercially available, unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.
- d. NPS Trust shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to NPS Trust and within time specified and acceptable to NPS Trust.
- e. If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, NPS Trust may proceed to take such reasonable remedial action as may be necessary, at the successful bidders risk and expense without incurring any liability towards payment and without

prejudice to any other rights, which NPS Trust may have against the bidder under the contract.

- f. During the comprehensive warranty period, the successful bidder will provide all product(s) and documentation updates, patches/ fixes, and version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to NPS Trust,
- g. The successful bidder shall warrant NPS Trust that:
  - i. The implemented Digital Compliance monitoring system solution represents a complete, integrated solution meeting all the requirements as outlined in the ITB and further amendments if any, and provides the functionality and performance, as per the terms and conditions specified in the contract.
  - ii. The implemented solution will achieve parameters delineated in the technical specification/ requirement of the ITB and shall be appropriately integrated to meet Digital compliance monitoring requirements.
  - iii. The successful bidder will be responsible for warranty services from subcontracted third party producers or licensors of products included in the systems.
  - iv. The successful bidder undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.

## **15. DELIVERY OF SERVICES**

- 15.1 The services shall be provided in a proper manner and in accordance with the contract and any statutory requirements and any requirements of the law, Government of India (GOI) and the Comptroller and Auditor General (CAG) of India.
- 15.2 An independent / external agency shall be appointed by NPS Trust to certify that the project implementation meets the scope requirement of both internal and external stake holders of NPS Trust.

## **16 DEFAULT AND DAMAGES**

- 16.1 If due to reasons attributable to the solution provider, the solution provider fails or refuses to:
  - 16.1.1 provide any or all of the services under the Letter of Intent;
  - 16.1.2 comply with any or all of the terms and conditions set out in the Letter of Intent;
  - or
  - 16.1.3 Provide any or all of the services under the Letter of Intent on or before the due date; NPS Trust may hold the solution provider in default under the Letter of Intent.
- 16.2 When the solution provider is thus in default, NPS Trust may, by written notice to the solution provider, immediately terminate the contract in whole or in such part or parts thereof without assigning any reasons and without incurring any liability for payment.
- 16.3 Alternatively, when the solution provider is thus in default, NPS Trust may, at its own discretion, set a reasonable period of time for the solution provider to remedy its default. Any new due date shall be specified in a written amendment to the Purchase Order, duly countersigned by the solution provider.
- 16.4 NPS Trust may, at its discretion, impose penalties upon the solution provider calculated in accordance with clause 17 for each day the solution provider is late in delivering the services past the due date initially specified in the contract.

- 16.5 If the solution provider does not remedy its default within the period of time accorded by NPS Trust, NPS Trust may, by written notice to the solution provider, terminate the contract with immediate effect without incurring any liability of payment.
- 16.6 Upon any termination of the contract, in whole or such part(s) thereof in respect of which the solution provider is in default, NPS Trust may engage another solution provider to deliver the services and recover any difference in price and any additional costs from the solution provider.
- 16.7 The solution provider shall indemnify NPS Trust for all losses, charges, costs and expenses, which NPS Trust may suffer or incur as a result the solution provider's default, including those resulting from engaging another solution provider pursuant to this clause.

## **17 PENALTIES**

- 17.1 If, in accordance with above clauses, NPS Trust imposes penalties on the solution provider, such penalties shall amount to zero point five percent (0.5%) of the price mentioned in the purchase order, for each day following the initial due date until actual delivery or performance but shall not amount to more than ten percent (10%) of the total purchase order value. The penalties for the delay may be deducted by NPS Trust from any sum(s) due, or to become due, by the NPS Trust to the solution provider.

## **18 DELAY NOT ATTRIBUTABLE TO THE SOLUTION PROVIDER**

- 18.1 If the solution provider is delayed at any time in the delivery of the services or fulfilment of any other of the solution provider's obligations by any act or omission of the NPS Trust, or by any of its officials, or any causes beyond the solution provider's reasonable control, or by any other cause, which the NPS Trust determines may reasonably justify the delay, the due date of the services, or fulfilment of any other of the solution provider's applicable obligations shall be extended for such reasonable period of time as the NPS Trust and the solution provider mutually determine. The set reasonable period of time and any amended delivery date shall be specified in a written amendment to the contract, duly countersigned by the solution provider.

## **19 FORCE MAJEURE**

- 19.1 As soon as possible after the occurrence of any event constituting Force Majeure, but no later than three (3) Days, the solution provider shall give notice and full particulars in writing to NPS Trust of the Force Majeure. If the solution provider is thereby rendered unable, wholly or in part, to meet its obligations under the contract, the NPS Trust may terminate the contract with immediate effect by providing written notice to the solution provider.
- 19.2 In case the force majeure event lasts for more than 7 days or within one week of the force majeure event, it is deemed in the opinion of the NPS Trust to have a long term impact, the NPS Trust reserves the right to halt / hold / terminate the contract and the solution provider will not be entitled to any payment for the halted period or the remaining period after termination.
- 19.3 Performance under this agreement shall promptly resume once the cause of delay ceases and the NPS Trust resumes the contract and the vendor is eligible for payment from the date of resuming of the performance.

## **20 INDEMNITY**

The solution provider shall indemnify, hold and save harmless and defend at its own expense the NPS Trust, and all of the foregoing's officials, agents, servants and employees from and against all losses, suits, claims, demands, costs, damages and liability of any nature or kind, including costs and expenses, arising directly or indirectly out of,

- 20.1 Acts or omissions of the solution provider or its employees, agents or partners or sub firms in the performance of the contract / services provided by the solution provider
- 20.2 Breach of any terms of this ITB or breach of any representation or warranty by the solution provider
- 20.3 Infringement of any patent, trademarks, copyrights etc or such other statutory infringements in respect of all components provided by the solution provider to fulfil the scope of the work under the contract
- 20.4 Clause 20 shall include, without limitation, claims and liabilities in the nature of workmen's compensation and claims and liabilities arising out of the use of patented inventions or devices by the solution provider.
- 20.5 Loss / breach of data of NPS Trust, loss or damage to Trust's premises or property, loss of life due to the acts of the solution provider's employees, agents or partners or representatives or sub firms.

## **21 ASSIGNMENT**

- 21.1 The solution provider shall not assign, transfer, pledge or outsource or make other disposition of the Purchase Order or any part thereof or of any of the solution provider's rights, claims or obligations under the Purchase Order except with the express written consent of the NPS Trust. Any assignment made without such consent shall be void and of no effect.

## **22 INSOLVENCY AND BANKRUPTCY**

- 22.1 Should the Entity/firm (solution provider) become insolvent or should control of the Entity/firm change by virtue of insolvency, the NPS Trust may with immediate effect and without prejudice to any other right or remedy available to it, suspend the performance of the Entity/firm's obligations or terminate the Purchase Order with immediate effect, by providing the Entity/firm with written notice thereof.
- 22.2 Should the Entity/firm be adjudged bankrupt, or should the Entity/firm make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Entity/firm's insolvency, the NPS Trust may, without prejudice to any other right or remedy available to it, terminate the Purchase Order with immediate effect by providing the Entity/firm with written notice thereof.

## **23 TERMINATION**

NPS Trust reserves the right to cancel the contract of the selected solution provider and recover expenditure incurred by NPS Trust if the progress regarding execution of the contract, made by the selected solution provider is found to be unsatisfactory for any reason. After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, NPS Trust reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the selected solution provider is bound to make good the additional expenditure, which NPS Trust may have to incur to carry out bidding process for the execution of the balance of the contract. This

clause will survive even where, for any reason, the contract is cancelled. NPS Trust reserves the right to recover any dues payable by the selected solution provider from any amount outstanding to the credit of the selected solution provider, including the pending bills and/or invoking Performance Security Deposit, if any, under this contract or any other contract/order

## **24 EXIT MANAGEMENT**

24.1 Detailed provisions shall be made in the contract agreement to manage the exit of the solution provider from the project on maturity of the contract or due to premature termination of contract.

Exit Management plan shall be furnished by the solution provider in writing to NPS Trust within 90 days from the effective date of agreement for this project.

## **25 WAIVER**

25.1 A waiver of any breach of or default under the contract shall not constitute a waiver of any other breach or default and shall not affect the other terms of the contract. The rights and remedies provided by the contract are cumulative and are not exclusive of any other rights or remedies.

## **26 ADVERTISING**

26.1 The successful bidder shall neither advertise nor otherwise make public the fact that it is an entity/firm to the NPS Trust nor in any way use the name, emblem, logo, official seal, or any abbreviation of the NPS Trust, without prior written consent of NPS Trust.

## **27 USE AND ACQUISITION OF ASSETS**

27.1 The solution provider shall take all reasonable and proper care of the supply, maintenance, upgradations of the entire hardware and software, network or any other IT and non-IT infrastructure components used for this project and other facilities leased / owned by the solution provider exclusively in terms of the deliver of the services under the SLA (hereinafter referred to as "Assets")

27.2 The solution provider shall ensure to follow / comply with any instructions or manuals supplied by the manufacturer / OEMs of the assets to the solution provider for the use of assets in the Digital Compliance Monitoring system project

27.3 The solution provider shall conform to all the statutory and regulatory requirements, IPR requirements of the assets supplied by the solution provider to NPS Trust in this project

27.4 The solution provider shall ensure that the assets are utilized exclusively for the purpose of providing services to NPS Trust under this project and shall be responsible for any breach in that regard.

## **28 DISCRETION AND CONFIDENTIALITY**

28.1 The selected solution provider is required to exercise the utmost discretion in all matters relating to the contract. Unless required in connection with the performance of the contract or expressly authorised in writing by NPS Trust, the solution provider shall not disclose at any time to any third party any information

which has not been made public and which is known to the solution provider by reason of its association with the NPS Trust. The solution provider or its employees shall not, at any time, use or disclose such information to any private advantage. These obligations do not lapse upon any completion, expiration, cancellation or termination of the contract/ Purchase Order. The successful bidder will comply with all the Non-disclosure clauses of NPS Trust.

## **29 NOTICES**

29.1 Any notice given in connection with the contract shall be given in English and in writing and shall be deemed to be validly given if sent by speed post or registered post or by email at the following:

29.1.1 For NPS Trust: Deputy General Manager, 14<sup>th</sup> Floor, IFCI Tower, 61, Nehru Place, New Delhi-110 016 India, [email :dgm4-npst@npstrust.org.in]; and

29.1.2 For the solution provider: the contact details set out in the 'To' named field of the Purchase Order.

## **30 STAFF MEMBERS NOT TO BENEFIT**

30.1 The solution provider shall not grant to any official of the NPS Trust any direct or indirect benefit or preferential treatment on the basis of the contract. Any breach of this provision shall constitute a fundamental breach of the contract.

## **31 GOVERNING LAW**

31.1 The contract shall be governed by and construed in accordance with the substantive laws of the Republic of India.

## **32 SETTLEMENT OF DISPUTES**

32.1 The parties shall use their best efforts to negotiate and amicably settle any disputes, controversies or claims arising out of, or in connection with, the Contract or its interpretation.

32.2 If the parties fail to settle the dispute amicably within thirty (30) Days of commencement of the negotiations, the dispute shall be settled through arbitration governed by the provisions of the Arbitration and Conciliation Act, 1996. The arbitrator shall be mutually appointed by NPS Trust and the solution provider and the decision/ award of the arbitrator shall be final and binding. The seat of arbitration shall be New Delhi and the language used in the arbitration proceedings shall be English. The cost of arbitration shall be borne jointly by NPS Trust and the solution provider.

32.3 All disputes are subject to the exclusive jurisdiction of the competent Court at New Delhi.

## **33 PRIVILEGES AND IMMUNITIES**

33.1 No provision of the contract shall be deemed, or interpreted as, a waiver of the privileges and immunities enjoyed by the NPS Trust.

## **34 SECURITY AND SAFETY**

34.1 The solution provider will comply with the directions issued from time to time by NPS Trust and the standards related to the security and safety as per best



practices and standards prevalent in the industry and those stated in the ITB, in so far as it applies to the provision of the Services.

- a. Each party to the master service agreement and service level agreement shall also comply with Project's information technology security standards and policies in force from time to time at each location of the project, in so far as the same apply to the provision of the Services.
- b. The parties to the service level agreement shall use reasonable endeavors to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the project's data, assets, facilities or Confidential Information.
- c. The solution provider shall upon reasonable notice by NPS Trust or its designated agency participate in regular meetings when safety and information technology security matters are reviewed.
- d. The parties under the SLA shall promptly report in writing to each other any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at project's locations

### **35 AMENDMENTS**

- 35.1 No modification, amendment or change to the contract, or waiver of any of its provisions, or any additional contractual relationship with the solution provider shall be valid unless approved in the form of a written amendment to the contract, signed by a fully authorised representative of each party.

### **36 VALIDITY**

- 36.1 The invalidity in whole or part of any condition of the contract or clause thereof shall not affect the validity of the remainder of such condition or clause.

### **37 ENTIRE AGREEMENT**

- 37.1 The contract constitute the entire agreement and understanding of the Parties and supersede any previous agreement, whether orally or in writing, between the parties relating to the subject matter of the contract.

### **38 GOVERNING LANGUAGE**

- 38.1 The contract shall be executed in the English language which shall be the binding and controlling language for all matters relating to the meaning and interpretation of the Contract.

### **39 PARTNERING WITH THE ORIGINAL EQUIPMENT MANUFACTURER (OEM)**

It will be the sole responsibility of the bidder to get the proposed technical solution vetted by the OEM as part of the response, if he is not the OEM; and submit a copy of the same to NPS Trust confirming their partnership regarding the implementation of the project. The Bidder should collaborate with the OEM at all stages of the solution implementation to the satisfaction of the NPS Trust. The bidder needs to adhere to the project timelines at all costs irrespective of any constraint being faced by the OEM. The bidder will be responsible for any loss, damage, late-payment, penalty arising out of non-fulfilment of obligations by OEM.

#### **40 FUTURE REQUIREMENT**

On the successful implementation of phase one of the project scope mentioned in this ITB document, the solution provider shall be given preference for implementation of future requirements / phase two of the project, at the discretion of NPS Trust. However this does not confer any right of claim by the solution provider for future implementations.

## SECTION VI: ANNEXURES

### 41 ANNEXURE I: REQUEST FOR CLARIFICATION

A prospective bidder requiring any clarification on the ITB documents may notify NPS Trust in writing at the address indicated in this ITB. The format for the same is prescribed at **Annexure I (MS Word only)**. The same shall also be mailed to **am8-npst@npstrust.org.in** with a copy to **dgm4-npst@npstrust.org.on**. All queries and clarifications should reach NPS Trust latest by the date and time as specified in the key activities & dates.

NPS Trust would provide clarifications to the bidders in the pre-bid meeting. Further, NPS Trust would prepare and upload responses to the queries and clarifications sought by the bidders in a consolidated manner on the website of NPS Trust. NPS Trust will not entertain or respond to bidders' queries and clarifications after the deadline for receiving queries from bidders.

The bidders' authorized representatives are invited to attend the Pre-bid meeting at their own cost, which would take place virtually or at the venue mentioned below and time as stipulated in this ITB. The maximum number of authorized representatives for each bidder shall not be more than two.

Venue:

**National Pension System Trust**

14<sup>th</sup> Floor, IFCI Tower,

61, Nehru Place,

New Delhi – 110 019

Bidder's Request For Clarification			
Name of Organization submitting request		Name & position of person submitting request	Address of organization including phone number and email
			Address: Tel: E-mail:
S. No.	ITB Reference (Number/page)	Content of ITB requiring clarification	Points of Clarification required
1			
2			
3			

## **42 ANNEXURE II – FORMAT OF PERFORMANCE SECURITY DEPOSIT IN THE FORM OF BANK GUARANTEE**

### **PERFORMANCE BANK GUARANTEE**

To  
The General Manager  
National Pension System Trust  
14<sup>th</sup> Floor, IFCI Tower,  
61, Nehru Place,  
New Delhi – 110 016

**Sub: Guarantee No. \_\_\_\_\_ for Rs...../- (Rupees ..... only) in the context of award of contract of Solution Provider for Supply, Development, Implementation, Maintenance and Hosting of Digital Compliance Monitoring System in National Pension System Trust to M/s \_\_\_\_\_ (hereinafter referred to as the “Solution Provider” which expression shall include its successors)**

Ref: Letter of Intent no .....

1. Whereas in consideration of the National Pension System Trust (NPS Trust) having its office at the above address having awarded the contract of Solution provider for, Supply, Customization/development, Implementation, Maintenance and hosting of Digital Compliance Monitoring System in National Pension System Trust vide letter dated..... to (M/s \_\_\_\_\_), having its registered office at..... and whereas M/s..... “Hereinafter referred to as the “Solution Provider” has confirmed that it would remain bound by the terms and conditions of its appointment and whereas in consideration of the Appointment of “Solution Provider” for providing the requisite services to National Pension System Trust, it is required to submit an unconditional and irrevocable guarantee.
2. AND WHEREAS M/s ....., having its registered office at..... 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 .....).
3. That in consideration of the promises and at the request of (M/s .....), we (Name of the Bank), having registered office at (Address of the Bank) & branch at \_\_\_\_\_ hereby unconditionally and irrevocably undertake and guarantee to pay National Pension System Trust forthwith on demand in writing and without any demur, any sum up to a maximum guarantee amount of Rs. ....../(Rupees ..... only), as may be demanded by National Pension System Trust, upon any defaults or breach being committed by the “Solution Provider” or any loss or damage caused to or suffered or would be caused to or suffered by National Pension System Trust, without National Pension System Trust needing to prove or to show grounds or reasons for demanding the sum(s) under this performance bank guarantee
4. We agree that the decision of National Pension System Trust, whether any default has occurred or has been committed by (M/s \_\_\_\_\_) in the

performance, observance or discharge of the guarantee aforesaid shall be conclusive and binding on us (Name of the Bank).

5. We agree that the exercise of any of your rights against the "Solution Provider" to enforce or forbear or to enforce or any other indulgence or facility, extended to the "Solution Provider" to carry out the obligations as per the terms and conditions of appointment, would not release our liability under this guarantee and that your right against us shall, remain in full force and effect, notwithstanding any arrangement that may be entered into between you and the "Solution Provider" during the entire currency of this guarantee.
6. We undertake to pay National Pension System Trust, money so demanded notwithstanding any dispute or disputes raised by "solution provider" in any suit or proceeding pending before any court or Tribunal relating thereto and our liability under this present guarantee being absolute and unequivocal, and is independent of any rights or obligations, inter se of the said agreement, between the, "solution provider" and National Pension System 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 "solution provider" shall have no claim against us for making such payment.
7. This Bank Guarantee shall be valid till *<Date after six months beyond the end date of maintenance period of the implemented solution>*
8. This performance Bank Guarantee shall not be affected by any change in the constitution of the "solution provider" or therewith or reconstruction or winding up, but will insure 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.
9. 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.
10. 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.
11. Notwithstanding anything contained hereinabove:
  - i) Our liability under this guarantee shall not exceed Rs. .... / (Rupees .....).
  - 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.

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

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)

### **43 ANNEXURE III – TECHNICAL BID EVALUATION PARAMETERS**

The following table outlines the Technical evaluation parameters and scoring methodology based on which evaluation of technical proposals of the bidders shall be carried out by NPS Trust

<b>S.N o.</b>	<b>Criteria</b>	<b>Documentary proof to be submitted</b>	<b>Score</b>
1.	The bidder's prior experience in execution of same / similar digital solution in the ecosystem of Pension / Mutual funds/Banks/Regulators in Compliance monitoring area in India  At least one project completed from 1 <sup>st</sup> April 2015 till date.	Annexure-VIII of the Proposal Formats	Up to 20 marks
2.	The bidder's prior experience in execution of Analytical/BI reporting / monitoring projects using the proposed tools in India.  Completed projects from 1 <sup>st</sup> April 2015 till date.	Annexure-VIII of the Proposal Formats	<ul style="list-style-type: none"> <li>• Up to 20 marks.</li> <li>• Maximum 7 Marks per project.</li> </ul>
3.	Overall Proposed Solution.	The proposal / presentation should cover the following points: <ul style="list-style-type: none"> <li>• Understanding of the project</li> <li>• Proposed Approach and Methodology</li> <li>• Solution overview</li> <li>• Implementation plan and timelines</li> </ul>	<ul style="list-style-type: none"> <li>• Max. 5 marks for clarity in understanding project requirements</li> <li>• Max. 15 marks for proposed approach &amp; methodology</li> <li>• Max. 25 marks for the proposed solution overview</li> <li>• Max. 5 marks for Implementation plan and timelines</li> </ul>
4.	Quality of resources proposed for solution deployment.	Annexure-XI of the Proposal Formats	Maximum of 10 marks

## **44 ANNEXURE IV – SERVICE LEVELS**

1. NPS Trust intends to select the successful bidder who shall have the common vision to deliver high quality services. Bidder should take a note of the same.
  - NPS Trust expects that the bidder shall be bound by the service levels described in this document for providing Services and support wherever applicable.
  - The SLA parameters are listed below and shall be binding on the selected solution provider who shall execute the contract with the NPS Trust.
2. NPS Trust expects the successful bidder to adhere to the minimum service requirements as mentioned below:
  - Prompt action by the bidder on intimation by the NPS Trust through any means of communication regarding any fault/ issue so as to adhere to service levels.
  - Penalties shall be calculated on the basis of Downtime and impact on Business.
  - The bidder should have 24\*7 reporting, monitoring, and escalation infrastructure.
  - In case of any incident, the support should be extended till the issue is resolved.
  - Time-bound problem addressing team (onsite / offsite) for the complete contract period.
3. Definitions:
  - “Downtime” shall mean the time period for which the specified services/ components with specified technical and service standards are not available to NPS Trust and its intermediaries users. This excludes the scheduled outages planned in advance and the bandwidth link failures within SLA limits agreed with network service providers. The Downtime will be calculated as Unavailable Time divided by Total Available Time, calculated on a monthly basis.
  - “Application Uptime percentage” – 100% less (minus) downtime Percentage
  - “Total Available Time” – 24 hours per day for seven days a week.
  - “Incident” refers to any event / abnormalities in the functioning of the system/ specified services that may lead to deterioration, disruption in normal operations of NPS Trust’s services.
  - “Unavailable Time” – Time involved while the solution is inoperative or operates inconsistently or erratically.
  - “Response Time” shall mean the time taken in responding to the incident.
  - “Resolution Time” shall mean the time taken in resolving (diagnosing, troubleshooting and fixing) an incident after it has been reported at the helpdesk. The resolution time shall vary based on the category (severity) of the incident reported at the service desk. The category shall be defined and agreed between NPS Trust and solution provider.

The following are the requirements related to managing the service levels to be maintained in providing such services.

- **Service Level Agreement (SLA) and Targets**

This section includes the SLAs which NPS Trust requires the successful Bidder to manage as key performance indicators for the scope of work. The objective of the SLA is to clearly define the levels of services to be delivered by the successful Bidder to NPS Trust for the duration of the contract. The following section reflects the measurements to be used to track and report performance on a regular basis. The targets shown in the following sections are for the period of contract or its revision whichever is earlier.

#### **Service Levels**

1. Service levels will include availability measurements and performance parameters. The Bidder shall provide Availability Report on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to the NPS Trust at the end of last month of quarter containing the summary of all incidents reported, TAT for resolution and associated Bidder performance measurement for that period.
2. Performance measurements would be accessed through audits or reports, as appropriate to be provided by the Bidder e.g. utilization reports, response time measurements reports, etc.
3. Audits will normally be done on regular basis or as required by NPS Trust and will be performed by NPS Trust or NPS Trust appointed third party agencies.

#### **Service Criteria:**

##### **Availability SLA:**

Availability Service Level shall be calculated on a monthly basis.

<b>Uptime Percentage</b>	<b>Penalty Details</b>	<b>Periodicity</b>	<b>Monitoring Mechanism</b>
95.00 %	No Penalty	Monthly	EMS
93.00%	2% of cost of monthly maintenance charges*	Monthly	EMS
92.00%	5% of cost of monthly maintenance charges	Monthly	EMS
90.00%	Penalty shall be at an incremental rate of 1% (in addition to a base of 5%*) of cost of monthly maintenance charges for every 0.1% lower than the stipulated uptime	Monthly	EMS

\* Monthly maintenance charges will be calculated as per month (one-twelfth) cost of ATS/AMC applicable

#### **Performance SLA**

<b>Business Service</b>	<b>Definition</b>	<b>Periodicity</b>	<b>Monitoring Mechanism</b>	<b>Service Level</b>	<b>Penalty</b>
Hardware Utilization	Hardware utilization should not exceed 70% for more than 5	Monthly	EMS	Per Instance	Penalty of INR 5000 will be levied for every



	minutes continuously in a month				such instance
Storage Utilization	The storage utilization should not exceed 80% at any given point of time	Monthly	EMS	Per Instance	Penalty of INR 2500 will be levied for every 1% increase in storage beyond 80% space utilization
Application Patch Management	Bidder shall implement program updates, patches, fixes and critical security alerts within six months of the release by OEM	Monthly	EMS	Per Instance	Penalty of INR 5000 will be levied for every week's delay beyond six months

In case if there are no pending invoices to be paid by the NPS Trust to the bidder, the bidder has to submit a pay order / cheque payable in favour of NPS Trust for the same within 15 days from the notice period issued from the NPS Trust.

### Helpdesk Service Criteria

The application related incidents can be classified as follows:

Issue Classification	Description	Response Time	Resolution Time	Target	Penalty
High	When the entire system is down, Or The user is not able to use the system, Or User faces severe functional restriction in the application	15 minutes	60 minutes	99%	1% of Monthly Maintenance Charges
Medium	Minor impact to a key Service, business process or a more severe impact to a non-critical process, Or System outage or degradation	30 minutes	120 Minutes	95%	0.5% of Monthly Maintenance Charges

	impacting a minimal number of users, Or Impact to internal workflow systems with limited risk to critical systems or processes				
Low	Limited incident, Or Negligible business impact but an underlying problem that needs to be resolved, Or Failure where Service continues to be provided via an alternate solution, Or Defined escalation into major incident if issue is not resolved within a defined time, Or An issue that occurs outside of business hours but must be resolved before a specific deadline Or Can be tolerated or worked around for a reasonable period of time	60 minutes	72 hours	95%	0.25% of monthly Maintenance Charges

Note: Monthly contract value will be calculated as per month cost of (one-twelfth) Helpdesk support services

The percentage of uptime shall be calculated monthly and the amount (penalties) calculated shall be adjusted from every subsequent quarterly payment. If the bidder fails to meet an uptime of 99.90% for three (3) consecutive months (due to reason solely attributable to the bidder or its associates including OEMs), the NPS Trust shall have the discretion to terminate the contract and/or levy penalties. The bidder shall monitor and calculate the penalties and should raise the invoices of the subsequent billing period after adjusting the applicable penalties, if any.

**Note:** The successful bidder shall not be penalized for those service level breaches that occur due to any reason beyond the control of the successful bidder. However, the bidder is required to maintain a log of such events and also inform the NPS Trust about any such event. NPS Trust shall reserve the right to perform root cause analysis (RCA) by its internal team(s) or engage external parties to perform the same. The successful bidder shall cooperate with the team performing the procedures. Decision taken by NPS Trust for RCA performed shall be final.

The bidder shall compensate the NPS Trust if the bidder fails to fix bugs and/or provide the modifications / enhancements / customization as required by the NPS Trust as per the terms and conditions of this ITB and subsequent Agreement and to meet the service levels. The above clause is subject to a cap of 10% of Project Cost and is over and above the capping defined in SLA & Liquidated Damages

### **Service Level Penalties**

The service level penalties have been detailed against each SLA.

### **Penalties for Delayed Implementation**

- The successful bidder must strictly adhere to the delivery dates or lead times identified in its proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to NPS Trust, may constitute a material breach of the bidder's performance. As a cause for delay during implementation, NPS Trust may levy penalties for delays attributable to the selected solution provider. The reasons like non-familiarity with the site conditions and/ or existing IT infrastructure with NPS Trust will not be considered as a reason for delay.

### **Penalties Clause:**

- The NPS Trust may without prejudice to its right to effect recovery by any other method, deduct the amount of penalty from any money belonging to the bidder in its hands (which also includes the purchaser's right to claim such amount against bidder's Bank Guarantee) or which may become due to the Bidder. Any such recovery of penalty shall not in any way relieve the Bidder from any of its obligations to complete the works/services or from any other obligations and liabilities under the Contract.
- If two separate milestones (running parallel) are defaulted then the penalty for all such delays shall be aggregated.
- The system/solution should be delivered as per the schedule, from date of placement of order and bidder should give a certificate that all modules have been deployed in the Cloud.
- Service Level shall be measured after a stabilization period of 60 days from effective date of contractual obligation and continuously improved during the interim period till implementation of the services is over. However the penalties shall be applicable on these service levels post 60 days of the completion of the implementation period.
- Service levels shall be reviewed at least once every month during the period of contract and may be added/ deleted/ changed by NPS Trust as a result of such review or any new business/ IT Service requirements
- If the successful bidder, having been notified by NPS Trust, fails to remedy the defects within the period specified in the contract, NPS Trust shall proceed to take reasonable remedial action as may be necessary and impose penalties without prejudice to any other rights of NPS Trust.

**Exceptions**

- NPS Trust shall not hold the selected solution provider responsible for a failure to meet any service level if it is directly attributable to:
  1. Execution of the disaster recovery plan/business continuity plan for an NPS Trust declared disaster situation; and
  2. Any established inability of other third party vendor or service provider of NPS Trust, to fulfil the requirements as per the contract.

**Problem Management and Escalation Procedures**

The successful bidder is expected to provide an application for logging issues/ complaints/requirements with redirection, transfer, escalation & grouping capabilities.

NPS Trust should be able to retrieve the details of any issue logged and get the complete history of the issue including the complaint, issue reporter, date of entry, date and details of the solution, re-opened date with remarks, etc.

It should also facilitate creation and usage of knowledge base. An escalation matrix would be applicable for the issues reported. Bidder has to propose an escalation matrix as part of the technical proposal.

## **45 ANNEXURE V – INDICATIVE LIST OF REPORTS**

The following is the indicative list of reports Intermediary Wise for which the work flow is required to be automated as described in the ITB.

### **1. Trustee Bank:**

Trustee Bank submits the following reports:

<b>Report</b>	<b>Inputs</b>	<b>Process</b>	<b>Desired output</b>
Bio-data of all its directors along with their interest in other companies within fifteen days of their appointment;	Trustee Bank should upload this report as and when the changes occurs	Track and Report to the Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement
Accounts Daily Average Balance Report	Trustee Bank should upload this report CRA-wise, Account wise balance on daily basis	Cleanse, validate and seek clarifications , if required, from the Trustee Bank and approval from CEO, NPS Trust for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement
Fund Transfer and Receipt Status on Daily basis	Trustee Bank should upload this report CRA-wise on daily basis.	Cleanse, validate and seek clarifications from the Trustee Bank and analyse deviations if any and get approval	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement

		from CEO, NPS Trust for submission to Authority	
Report on status of identified and unidentified funds in NPS account	Trustee Bank should upload this report CRA-wise on daily basis.	Cleanse, validate and seek clarifications from the Trustee Bank and analyse deviations if any and get approval from CEO, NPS Trust for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement
Sector wise unmatched amount return report – weekly, monthly or as specified by the Authority.	Trustee Bank should upload this report CRA-wise on weekly basis.	Cleanse, validate and seek clarifications from the Trustee Bank and analyse deviations if any and get approval from CEO, NPS Trust for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement
Returned remittances lying in the Withdrawal Account	Trustee Bank should upload this report CRA-wise on weekly basis.	Cleanse, validate and seek follow up from CRA and to analyse deviations if any and get approval from CEO, NPS Trust for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement
Performance Audit &	Trustee Bank should upload performance reports on monthly basis and Concurrent Audit report on Quarterly basis	Record observations as per Audit report and seek clarifications with CRA and Trustee Bank through portal	Dash board to access these audit reports to NPS Trust Users and submit to authority after Analysing the same.
Concurrent Audit Report	Trustee Bank should upload Concurrent Audit report on Quarterly basis	Record observations as per Audit report and seek clarifications with CRA and Trustee Bank through portal	Dash board to access these audit reports to NPS Trust Users and submit to authority after Analysing the same.

## Pension Funds:

Report	Frequency	Inputs	Process	Desired output
<b>Monthly Report to Authority</b>	Monthly	Data received from PF in Excel file (form 1 to 14) and CRAs (growth data)	Cleanse, validate and seek clarifications, if required, from the Pension Funds, CRA, Analysing the Forms (1-14), and consolidation in summary reports for approval from CEO, NPS Trust for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement
<b>Monthly Scheme Analysis</b>	Monthly	Data received from PF in Excel file (form 1 to 14) and CRISIL. (benchmark), collecting data from various sites (NSE, BSE, Got bond index)	Cleanse, validate and seek clarifications, if required, from the Pension Funds, consolidation in summary reports and finding/listing out deviations (in light of Investment guidelines) for approval from CEO, NPS Trust for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement
<b>Monthly website upload data</b>	Monthly	Obtaining data from the All PFs and the Crisis	Cleanse, validate and seek clarifications, if required, from the Pension Funds, CRA and consolidation in summary reports for approval from CEO, NPS Trust for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement
<b>Monthly AUM Vs. AUC</b>	Monthly	Obtaining data from the Custodian SHCIL of AUC and PFs	Cleanse, validate and seek clarifications, if required, from the Pension Funds, CRA and consolidation in summary reports for approval from	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement

			CEO, NPS Trust for submission to Authority	
<b>Quarterly Reporting (compiling data In excel)</b>	Quarterly	Obtaining Quarterly Excel Sheet from all the PFs	Cleanse, validate and seek clarifications, if required, from the Pension Funds and consolidation in summary reports for approval from CEO, NPS Trust for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement
<b>Quarterly reports in of exception</b>	Quarterly	Obtaining Quarterly compliance certificates from all the PFs	Cleanse, validate and seek clarifications, if required, from the Pension Funds and consolidation in summary reports with recommendations of NPS Trust for approval from CEO, NPS Trust for submission to Authority	Dash board to access these audit reports to NPS Trust Users and submit to authority after Analysing the same.
<b>Quarterly submission of Scheme V forms and Regulation 12 (ii) forms</b>	Quarterly	Obtaining Quarterly forms from all the PFs which are being duly signed	Cleanse, validate and seek clarifications, if required, from the Pension Funds and consolidation in summary reports and submitting full forms for approval from CEO, NPS Trust for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement
<b>Proxy Voting Report-Quarterly</b>	Quarterly	Obtaining proxy voting report from all Pension	Analysing the report submitted by all the PFs and verifying the details by cross checking, communicating the deviations to PF and obtaining confirmations/explanations for the same, Compiling the data in one consolidated Report, Putting up for approval of CEO and placing the Proxy Voting	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement

			report at the Board meeting	
<b>Quarterly processing of Custodian Bills</b>	Quarterly	Obtaining bills and summary of bills from Pension Funds (in excel ,pdf and physical form)	Checking computation of bills and Physical verification of bills and consolidation in summary reports for approval from CEO, NPS Trust for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement
<b>Quarterly processing of Management fee of PFs and NPS Trust Fee.</b>	Quarterly	Obtaining claims from the Pension Funds in excel ,pdf and physical form)	Checking computation of claims and Physical verification of claims of PF s and consolidation in summary reports for approval from CEO, NPS Trust for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement
<b>Internal Audit Report</b>	Quarterly	Obtaining Internal Audit report from all the PFs	Cleanse, validate and seek clarifications, if required, from the Pension Funds and consolidation in summary reports with recommendations of NPS Trust for approval from CEO, NPS Trust for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement
<b>Half -Yearly Reports:</b>	Half yearly	Obtaining Half yearly compliance certificate and Half yearly Unaudited statements from the Pension Funds	Cleanse, validate and seek clarifications, if required, from the Pension Funds and consolidation in summary reports with recommendations of NPS Trust if any , for approval from CEO, NPS Trust for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement
<b>Annual Reports:</b>	Yearly	Obtaining Annual compliance certificate from all the PFs	Cleanse, validate and seek clarifications, if required, from the Pension Funds and consolidation in summary reports with	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement



			recommendations of NPS Trust if any ,for approval from CEO, NPS Trust for submission to Authority	
<b>Detailed Audit Report</b>	Yearly	Detailed Audit report from all the PFs/Auditors	Cleanse, validate and seek clarifications, if required, from the Pension Funds and consolidation in summary reports with recommendations of NPS Trust for approval from CEO, NPS Trust for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement
<b>Annual processing of Scheme Auditors Bills</b>	Yearly	Bills submitted by PFs	Verification of Bills and computation of the fee as per the prescribed slab rates by the Authority and submitting the same for approval of CEO NPS Trust	Dash board to access these reports to NPS Trust Users
<b>Annual Voting Report:</b>	Yearly	Annual voting report from all the PFs	Analysing the report submitted by all the PFs and verifying the details by cross checking, communicating the deviations to PF and obtaining confirmations/explanations for the same, Compiling the data in one consolidated Report, Putting up for approval of CEO and placing the Annual Voting report at the Board meeting	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement

**(A) Monthly Report to Authority**

<b>Reports</b>	<b>Inputs</b>	<b>Process</b>	<b>Desired output</b>
Form 1- Reconciliation of AUM and Units-	Compilation of data received from all Pension Funds. Checking accuracy of scheme wise AUM and scheme wise unit's details and comparing with AUM and units held in CRA system.	Cleanse, validate and seek clarifications, if required, from the Pension Funds, CRA ,Analysing the Forms (1-14), and consolidation in summary reports for approval from CEO, NPS Trust for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement. Data should be validated before

			submission to NPS Trust by PFs
Form 2- Amount Received or Accrued during the Month-	To analyse, inflows/outflows in the schemes & compilation	Cleanse, validate and seek clarifications, if required, from the Pension Funds, CRA ,Analysing the Forms (1-14), and consolidation in summary reports for approval from CEO, NPS Trust for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement. Data should be validated before submission to NPS Trust by PFs
Form 3- Consolidated brief summary scheme wise -	(AUM/NPA/Duration/YTM/Asset classes/Rating) used for scheme analysis and compilation	Cleanse, validate and seek clarifications, if required, from the Pension Funds, CRA ,Analysing the Forms (1-14), and consolidation in summary reports for approval from CEO, NPS Trust for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement. Data should be validated before submission to NPS Trust by PFs
Form 4- Details of Portfolio for - Scheme SG, CG, NPS Lite, CCG & APY-	Checking scheme composition is as per Investment guidelines	Cleanse, validate and seek clarifications, if required, from the Pension Funds, CRA ,Analysing the Forms (1-14), and consolidation in summary reports for approval from CEO, NPS Trust for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement. Data should be validated before submission to NPS Trust by PFs
Form 5 - Details of Portfolio for - Scheme C - Tier I & C Tier II-	Checking scheme composition is as per Investment guidelines	Cleanse, validate and seek clarifications, if required, from the Pension Funds, CRA ,Analysing the Forms (1-14), and consolidation in summary reports for approval from CEO, NPS Trust for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement. Data should be validated before submission to NPS Trust by PFs
Form 6-Details of Portfolio for- Scheme E- Tier I & E Tier II-	Checking scheme composition is as per Investment guidelines	Cleanse, validate and seek clarifications, if required, from the Pension Funds, CRA ,Analysing the Forms (1-14), and consolidation in summary reports for approval from CEO, NPS Trust for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement. Data should be validated before

			submission to NPS Trust by PFs
Form 7-Details of Portfolio for -Scheme G Tier I & G Tier II-	Checking scheme composition is as per Investment guidelines	Cleanse, validate and seek clarifications, if required, from the Pension Funds, CRA ,Analysing the Forms (1-14), and consolidation in summary reports for approval from CEO, NPS Trust for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement. Data should be validated before submission to NPS Trust by PFs
Form 8- Statement of Down Graded Investments	Checking whether all PFs have reported the downgrades, comparing downgrades with last downgrades, checking the total and compiling the data of all PFs in one place, comparing it with the downgrades as available in the public domain.	Cleanse, validate and seek clarifications, if required, from the Pension Funds, CRA ,Analysing the Forms (1-14), and consolidation in summary reports for approval from CEO for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement. Data should be validated before submission to NPS Trust by PFs
Form 9-Details of NPA in Scheme	Compliance of guidelines to NPA	Cleanse, validate and seek clarifications, if required, from the Pension Funds, CRA ,Analysing the Forms (1-14), and consolidation in summary reports for approval from CEO for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement. Data should be validated before submission to NPS Trust by PFs
Form 10- Exposure to Industry Sector	Checking exposure to industry is as per Investment guidelines	Cleanse, validate and seek clarifications, if required, from the Pension Funds, CRA ,Analysing the Forms (1-14), and consolidation in summary reports for approval from CEO for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement. Data should be validated before submission to NPS Trust by PFs
Form 11- Exposure Norms Compliance- Promoter Group, Exposure Norms Compliance- Group	To check whether PF has reported the same or not	Cleanse, validate and seek clarifications, if required, from the Pension Funds, CRA ,Analysing the Forms (1-14), and consolidation in summary reports for approval from CEO for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement. Data should be validated before

			submission to NPS Trust by PFs
Form 12- Exposure Norm to Investee Company	To check whether PF has reported the same or not	Cleanse, validate and seek clarifications, if required, from the Pension Funds, CRA ,Analysing the Forms (1-14), and consolidation in summary reports for approval from CEO for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement. Data should be validated before submission to NPS Trust by PFs
Form 13 Portfolio Data	Analysing portfolio from different points, checking the portfolio composition is as per investment guidelines, to verify data	Cleanse, validate and seek clarifications, if required, from the Pension Funds, CRA ,Analysing the Forms (1-14), and consolidation in summary reports for approval from CEO for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement. Data should be validated before submission to NPS Trust by PFs
Form 14- Transaction Data	For checking any transactions of sale and purchase	Cleanse, validate and seek clarifications, if required, from the Pension Funds, CRA ,Analysing the Forms (1-14), and consolidation in summary reports for approval from CEO for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement. Data should be validated before submission to NPS Trust by PFs
MC- Compliance Certificate at Monthly Interval	Checking and compilation of the deviations reported by PF	Cleanse, validate and seek clarifications, if required, from the Pension Funds, CRA ,Analysing the Forms (1-14), and consolidation in summary reports for approval from CEO for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement. Data should be validated before submission to NPS Trust by PFs

### Quarterly- Details of reports

1. Scheme-wise asset type details (with ratings) of schemes managed by Kotak PF.
2. Scheme-wise asset type details (with ratings) of schemes managed by ICICI PF.
3. Scheme-wise asset type details (with ratings) of schemes managed by Reliance PF.
4. Scheme-wise asset type details (with ratings) of schemes managed by SBI PF
5. Scheme-wise asset type details (with ratings) of schemes managed by UTI RSL.
6. Scheme-wise asset type details (with ratings) of schemes managed by LIC PF.
7. Scheme-wise asset type details (with ratings) of schemes managed by HDFC PF
8. Scheme-wise asset type details (with ratings) of schemes managed by BIRLA PF.
9. Consolidated scheme-wise asset type details (with ratings) matrix of all PFs.
10. Summary of scheme wise PFs wise Assets under Management.
11. Asset type snapshot PF wise.
12. Portfolio snapshot assets type with pie diagram.
13. Details of assets type, PFs wise AUM of Private Sector Tier-I
14. Details of assets type, PFs wise AUM of Private Sector Tier-II
15. Details of assets type, PFs wise AUM of Govt. sector of CG and SG.
16. Details of assets type, PFs wise AUM of NPS-Lite, Corp CG& APY
17. Consolidated summary of assets type scheme wise of Private sector
18. Consolidated summary of assets type scheme wise of Government sector
19. Details of PF wise, scheme-wise - AUM YoY, average maturity, 3 months return, 6 months returns, 1 year returns, 2 years return, 3 years return, 5 years return and return since inception (CAGR).
20. Summary of Investments between AA- to A rating (PF wise & scheme Wise)

### (F) Quarterly Internal Audit Report

Reports	Inputs	Process	Desired output
Quarterly Internal audit report	Obtaining Internal Audit report from all the PFs	Checking and comparing observations made by the auditors in Internal audit report with the reports submitted by Pension Funds and any deviations or observations are brought into the notice of PFRDA and explanations are sought from PFs	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement

### (F) Quarterly Compliance certificate

Reports	Inputs	Process	Desired output
QC- Compliance Certificate at Quarterly Interval	Checking and compilation of the deviations reported by PF	Cleanse, validate and seek clarifications, if required, from the Pension Funds, CRA, Analysing the Forms (1-14), and consolidation in summary reports for approval from CEO for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement

### (A) Half Yearly compliance certificate

Reports	Inputs	Process	Desired output
Compliance Certificate at Half yearly Interval	Obtaining Half yearly compliance certificate	Cleanse, validate and seek clarifications, if required, from the Pension Funds, CRA, Analysing the Forms (1-14), and consolidation in summary reports for approval from CEO for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement

**(B) Half Yearly Unaudited statements from the Pension Funds**

Reports	Inputs	Process	Desired output
HYC- Compliance Certificate at Quarterly Interval	Half yearly Unaudited statements from the Pension Funds	Cleanse, validate and seek clarifications, if required, from the Pension Funds. Validating that format is as per the prescribed format by the Authority and that the same has been uploaded by the Pension Fund on its website	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement

**Custodian:****(A) Monthly- AUM vs AUC**

Reports	Inputs	Process	Desired output
Report by Custodian on asset under custody	The custodian provides details for Assets under Custody' and PFs provides details of Assets not Under Custody	checking the % of AUC vs AUM and the assets that	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement

**(B) Quarterly Bill processing**

Reports	Inputs	Process	Desired output
Quarterly processing of Custodian Bills	Obtaining bills and summary of bills from Pension Funds (in excel ,pdf and physical form)	Checking computation of bills and Physical verification of bills and consolidation in summary reports for approval from CEO for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement

**(C) Quarterly Compliance certificates**

Reports	Inputs	Process	Desired output
Quarterly reports in of exception	Obtaining Quarterly compliance certificates from the custodian	Cleanse, validate and seek clarifications, if required, from the Custodian and Pension Funds and consolidation in summary reports for approval from CEO for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement. Data should be validated before submission to NPS Trust by Custodian

**(D) Quarterly Internal Audit Report**

Reports	Inputs	Process	Desired output
Quarterly Internal audit report	Obtaining Internal Audit report from all the PFs	Checking and comparing observations made by the auditors in Internal audit report with the reports submitted by Custodian and any deviations or observations are brought into the notice of PFRDA and explanations are sought from Custodian	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement

**(E) Annual compliance certificate**

Reports	Inputs	Process	Desired output
Compliance Certificate at yearly Interval	Obtaining Annual compliance certificate from the custodian	Cleanse, validate and seek clarifications, if required, from the Custodian and Pension Funds and consolidation in summary reports for approval from CEO for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement. Data should be validated before submission to NPS Trust by Custodian

**(F) Holding reports of Asset Under Custody to be submitted by Custodian**

Reports	Inputs	Process	Desired output
Holding reports of Asset Under Custody to be submitted by Custodian	Holding reports of Asset Under Custody to be submitted by Custodian	Cleanse, validate and seek clarifications, if required, from the Custodian and Pension Funds and consolidation in summary reports for approval from CEO for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement. Data should be validated before submission to NPS Trust by Custodian

**CRA****(A) Grievance Reports submitted by CRA**

Reports	Inputs	Process	Desired output
Various reports submitted by CRAs	Various input data submitted by both the CRAs	Cleanse, validate and seek clarifications, if required, from the CRAs and consolidation in summary reports for approval from CEO for submission to any	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement. Data should be validated before submission to NPS Trust by CRA.  Dash board to access the reports submitted by NPS Trust to PFRDA users

		authority as desired by NPS Trust	
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#### (B) Exit and Withdrawal Module

Reports	Inputs	Process	Desired output
Exit and Withdrawals processed by NPS Trust  NPS Trust processes the Exit and Withdrawal received and gives communication to CRA	Status reporting by CRA	Cleanse, validate and seek clarifications, if required, from the CRAs and consolidation in summary reports for approval from CEO for submission to Authority	Dash board to access these reports to NPS Trust Users and also to query the data as per requirement. Data should be validated before submission to NPS Trust by CRA

### REPORTING BY NPS TRUST TO PFRDA

#### (B) Submission of required periodic reports by NPS Trust to PFRDA

Reports	Inputs	Process	Desired output
Periodic compliance reports / any other reports submitted by NPS Trust to PFRDA	Reporting by intermediaries	Collate, validate and generate reports in desired format to be submitted by NPS Trust to PFRDA	Dash board to access these reports to PFRDA users and also to query the data in the system as per requirement. Data should be validated by NPS Trust before submission to PFRDA



## **46 ANNEXURE VI – OEM AUTHORIZATION**

**(To be submitted on the Letterhead of the OEM)**

Date [Bidder to insert date]

The General Manager - IT  
National Pension System Trust,  
14<sup>th</sup> Floor, IFCI Tower, 61, Nehru Place  
New Delhi – 110 019

Dear Sir,

**Ref: Authorization for NPS Trust – Digital Compliance Monitoring System**

**ITB Ref. No. NPST/19/13/12/1/2021-IT**

We \_\_\_\_\_, (name and address of the manufacturer) who are established and reputed manufacturers of \_\_\_\_\_ (details of hardware/ software supported as part of the ITB) do hereby authorize M/s \_\_\_\_\_ (name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned ITB for the above equipment/ software manufactured/ developed by us.

We confirm that the products quoted are not “end of life or end of sale products” as on bid submission date. If in case the support for the product quoted has been stopped/ withdrawn till the time of delivery of equipment, the same will be changed with the equivalent or superior product at no extra cost.

We also undertake that the support including spares, patches, and upgrades for the quoted products will be available during the project duration.

Yours faithfully,

(Signature)

Name:

In the capacity of:

Name and Address of Company:

Seal/Stamp

Note: This authorization needs to be submitted for the solution

## **47 ANNEXURE VII – FORMAT FOR PROJECT COMPLETION CERTIFICATE**

### **PROFORMA OF CERTIFICATE TO BE ISSUED BY THE NPS TRUST AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE OF THE DIGITAL SOLUTION/ SERVICES**

Date:

M/s.-----  
-----

#### **Sub: Certificate of commissioning of solution**

1. This is to certify that the digital solution as detailed below has/have been successfully installed and commissioned (subject to remarks in Para No. 2) in accordance with the Contract/specifications.
  - a. Bid No. .\_\_\_\_\_ dated \_\_\_\_\_
  - b. Description of the Solution \_\_\_\_\_
  - c. Quantity \_\_\_\_\_
  - d. Date of commissioning \_\_\_\_\_
  - e. Date of acceptance test \_\_\_\_\_

2. Details of specifications of digital solution not yet commissioned and recoveries to be made on that account:

S.No.	Description	Amount to be recovered

3. The acceptance test has been done to our entire satisfaction and Staff have been trained to operate the digital solution.
4. The bidder has fulfilled his contractual obligations satisfactorily\*

or

The bidder has failed to fulfil his contractual obligations with regard to the following:

- a.
- b.
- c.
5. The amount of recovery on account of non-supply of digital solution/services is given under Para No. 2.
6. The amount of recovery on account of failure of the bidder to meet his contractual obligations is as indicated in endorsement of the letter.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation with stamp \_\_\_\_\_

\*Explanatory notes for filling up the certificates:

- (a) The bidder has adhered to the time schedule specified in the contract in providing the required digital solution / manuals pursuant to technical specifications.
- (b) The bidder has supervised the commissioning of the digital solution in time i.e., within the period specified in the contract from the date of intimation by the NPS Trust in respect of the installation of the digital solution.
- (c) Training of personnel has been done by the bidder as specified in the contract.
- (d) In the event of manuals having not been supplied or installation and commissioning of the digital solution having been delayed on account of the bidder, the extent of delay should always be mentioned.

## **48 ANNEXURE VIII – FORMAT FOR PROVIDING DETAILS OF PAST PROJECTS OF THE BIDDER**

### **(Bidder's Letter Head)**

<b>S.No</b>	<b>Particulars</b>	<b>Details</b>
1	Name of the project	<Project Name>
2	Client Details	<Client Name & Complete Address> <Contact Person's Name> <Contact Number> <Email ID>
3	Scope of the project	<Provide short narrative description and details of the overall project scope>
4	Scope of the work done	<Provide details of scope of work under contract>; <highlight key result areas expected and achieved>
5	Duration of the project	<No. of Months & Years>  <From: mmm/yyyy> <To: mmm/yyyy>
6	Month & year of go-live/completion	< Month & year of go-live/completion>
7	Contract Value	<Value of the contract>
8	Components and Version of the solution implemented	
6	References	

(Signature)

(Name)

(In the capacity of)

Contact coordinates (Tel, Fax, Mobile, Email, and Address)

Duly authorized to sign Bid for and on behalf of

## **49 ANNEXURE IX – NON-DISCLOSURE AGREEMENT FORMAT**

This Agreement is made and entered on this ----- day of -----, 2021 (“**Effective Date**”) between **NATIONAL PENSION SYSTEM TRUST** having its registered office at **14<sup>th</sup> Floor, IFCI Tower, 61, Nehru Place, New Delhi 110019**, (Hereinafter referred to as “**NPS Trust**”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

### **AND**

\_\_\_\_\_, a company registered in \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (Hereinafter referred to as “-----”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

The term “Disclosing Party” refers to the party and its employees disclosing the confidential information to the other party of this agreement and the term “Receiving Party” means the party and its employees which is receiving the confidential information from the Disclosing Party.

NPS Trust and ----- shall hereinafter be jointly referred to as the “Parties” and individually as a “Party”.

### **NOW THEREFORE**

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

### **Article 1: PURPOSE**

The purpose of this Agreement is to maintain in confidence the various Confidential Information, which is provided between NPS Trust and ----- to perform the considerations (hereinafter called “Purpose”) set forth in below:

### **(STATE THE PURPOSE)**

### **Article 2: DEFINITION**

For purposes of this Agreement, “**Confidential Information**” means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without

breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed

### **Article 3: NO LICENSES**

This agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the confidential information disclosed under this agreement.

### **Article 4: DISCLOSURE**

1. Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any confidential information save and except both parties may disclose any confidential information to their affiliates, directors, officers, employees or advisors of their own or of affiliates on a "need to know" basis to enable them to evaluate such confidential information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.
2. The Receiving Party shall use the same degree of care and protection to protect the confidential information received by it from the Disclosing Party as it uses to protect its own confidential information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.
3. The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's confidential information.

### **Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

The parties agree that upon termination of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall

promptly deliver to the Disclosing Party the confidential information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the confidential information and promptly certify such destruction.

#### **Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS**

Both parties acknowledge that the confidential information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this agreement in connection with such development.

#### **Article 7: INJUNCTIVE RELIEF**

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this agreement, the party not in breach will have no adequate remedy in money or damages.

#### **Article 8: NON-WAIVER**

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

#### **Article 9: DISPUTE RESOLUTION**

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by the arbitrator mutually appointed by NPS Trust and the solution provider and the decision/ award of the arbitrator shall be final and binding. Arbitration shall be held in New Delhi, India. The proceedings of arbitration shall be in the English language.

#### **Article 10: GOVERNING LAW AND JURISDICTION**

This agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at New Delhi in India.

#### **Article 11: NON-ASSIGNMENT**

This agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

#### **Article 12: TERM**

This Agreement shall remain valid from the effective date until the termination of this agreement. The obligations of each party hereunder will continue and be

binding irrespective of whether the termination of this agreement for a period of five (5) years after the termination of this agreement.

### **Article 13: INTELLECTUAL PROPERTY RIGHTS**

Neither party nor its employees will use or permit the use of the other party's names, logos, trademarks or other identifying data, or infringe patent, copyrights or otherwise discuss or make reference to such other party in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other party's prior written consent.

### **Article 14: GENERAL**

1. Nothing in this agreement is intended to confer any rights/remedies under or by reason of this agreement on any third party.
2. This agreement and the confidentiality obligations of the parties under this agreement supersedes all prior discussions and writings with respect to the confidential information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this agreement.
3. Any breach of any provision of this agreement by a party hereto shall not affect the other party's non-disclosure and non-use obligations under this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement by their duly authorized representatives as of the effective date written above

NATIONAL PENSION SYSTEM TRUST	< Name of the entity/firm/Company>
By:	By:
Name:	Name:
Designation:	Designation:



## **50 ANNEXURE X: UNDERTAKING ACCEPTING ESCROW ARRANGEMENT**

### **Undertaking Accepting Escrow Agreement**

Date: \_\_\_\_\_

The General Manager  
National Pension System Trust,  
14<sup>th</sup> Floor, IFCI Tower,  
61, Nehru Place  
New Delhi – 110 019

Dear Sir,

#### **Subject: Escrow Agreement for Implementation of Digital Compliance Monitoring System to be implemented at the NATIONAL PENSION SYSTEM TRUST**

Having examined the ITB, we, the undersigned, accept the following:

- a. Within 30 business days from the acceptance date, \_\_\_\_\_ (hereinafter referred to as “solution provider”) shall deposit the software in human readable form and such other material, instructions and documentation (including updates, customizations and upgrades thereto and new versions thereof) as are necessary to compile or otherwise generate the then current version of the software as supplied to the NPS Trust (hereinafter referred to as “Escrow Material”) in escrow with a suitable escrow agent jointly appointed by the solution provider and NPS Trust (hereinafter referred to as “Escrow Agent”) under the terms of a tripartite escrow agreement to be executed between the NPS Trust, solution provider and Escrow Agent. The Parties hereby agree that all costs incurred in connection with the escrow shall be borne by the solution provider. Escrow material shall further consist of all information in human readable form necessary to enable a reasonably skilled programmer or analyst to maintain and /or enhance the program(s) and that, without prejudice to the generality of the foregoing, the source shall contain all listing of code, programmer’s comments, logic manual and flowcharts.
- b. The escrow material shall be released to NPS Trust for its own use or that of its affiliates and become the property of NPS Trust in the event of:
  - i. Termination of this agreement for material breach of the terms of this agreement by \_\_\_\_\_ or in the event of the occurrence of an insolvency / bankruptcy event of \_\_\_\_\_; or
  - ii. \_\_\_\_\_ ceasing, or giving notice of intention to cease to provide maintenance or technical support service for the software as required under this agreement or corresponding agreements for AMC and ATS.
  - iii. Upon the completion of tenure of agreement

The parties agree that they shall cause the Escrow Agent to release the Escrow Material within 10 Business Days of receipt of written demand from NPS Trust.

- c. \_\_\_\_\_ shall cause the escrow material to be kept current with the most recent release of the software for as long as NPS Trust contracts with \_\_\_\_\_ for software maintenance, within 10 business days of the installation of the said

release. The escrow material shall at all times include the last three versions of the software utilized in the project.

- d. NPS Trust may require, with 30 business days written notice, that \_\_\_\_\_ demonstrates the correctness of the escrow material by actually compiling the contents thereof on a suitably configured system to be provided by NPS Trust, and \_\_\_\_\_ shall remedy any deficiencies noted through such an exercise within 10 Business Days.
- e. Excepting where escrow material or part thereof, is released to NPS trust in furtherance of the clauses above, upon the expiry of this agreement, the escrow material shall be released in favour of \_\_\_\_\_ and NPS Trust shall have no further claim thereto.

Dated this \_\_\_\_ Day of \_\_\_\_\_ 20\_\_

.....

In the capacity of

Duly authorised to sign the ITB response for and on behalf of:

Seal/Stamp of bidder

Witness name:

Witness address:

Witness signature:

## **51 ANNEXURE XI: PROFILES OF THE RESOURCES PROPOSED FOR THE PROJECT**

<b>Format for the Profiles</b>	
Name of the person	
Proposed Role in the Project	
Academic Qualifications (include the degree, academic institution, and year of graduation):	
Total number of years of experience	
Years of Experience in Analytical/DW/BI projects.	
Relevant Project Experience ( in execution of projects/IT-solutions in the areas of Analytical /BI) (Provide the details of the projects such as project name, customer name, key project features, duration of the project, and status of the project)	

*A separate undertaking with the format as below with all the names of the proposed profiles should be provided.*

## 52 ANNEXURE XII: PROPOSED SOLUTION

**TABLE-A (Compliance to Requirements)**

S.No	Module	Solution Proposed (Name or fill Custom Built, in case of new Development)	Requirements	Compliance to Requirements(Put “Y” or “N” only)
1	Compliance Submission		As per Scope of Work	
2	Compliance Monitoring		As per Scope of Work	
3	Data Analytics / Business Intelligence		As per Scope of Work	

**TABLE-B (Solution Proposed)**

S.No	Proposed Solution(Provide Product Name or fill Custom Built, in case of a new development)	Version & Year of Release	OEM	Features & Functionalities	O&M Support(Warranty /ATS)

**TABLE-C (Bill of Material-Software)**

S.No	Item	Proposed Solution(Provide Product Name or fill Custom Built, in case of a new development)	Unit of Measurement	No. of Licences

**TABLE-D (Bill of Material-Cloud Infrastructure)**

<b>S. No.</b>	<b>Description of Item</b>	<b>Quantity</b>
1	<b>Virtual Machines –</b> <i>In case of requirement of VMs of different configuration, include individual line items providing the VM configuration (type of VM, number of virtual CPUs / cores, Speed, memory, storage,)</i>	
	....	
2	<b>Storage –</b> <i>In case of requirement of Storage of different configuration, include individual line items providing the Storage configuration details</i>	
	.....	
3	<b>Other Cloud Services (e.g., ELB, PaaS ...)</b> <i>Include individual line items as required for each of the Cloud Services</i>	
	.....	
4	<b>Additional Services –</b> <i>Include individual line items as required for each of the services that are required to be implemented to meet the ITB requirements and that have commercial implications</i>	
	<b>Load Balancing</b>	
	.....	
5	<b>Any Other Tools Required</b>	
	.....	