

Date of Issue: 17th December-2025

S/N	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Responses/ Clarification /Corrigendum by NESL
1	6	8. Pre-Qualification (PQ) Criteria	Must have been in existence and providing similar solutions for not less than 4 years as on the date of RFP issuance.	Request NeSL to modify the clause as below: "Must have been in existence and providing GenAI based solutions for not less than 4 years as on the date of RFP issuance"	Not Accepted.
2	11	8. Pre-Qualification (PQ) Criteria	The bidder must have successfully implemented a minimum of two (2) AI-driven Voice Bot / Virtual Relationship Manager (VRM) solutions in India during the last three (3) years. Bidders with fewer than two such implementations shall be summarily rejected.	Request NeSL to modify the clause as below: The bidder must have successfully implemented a minimum of two (2) AI-driven Bot solution / GenAI based solutions in India during the last three (3) years. Bidders with fewer than two such implementations shall be summarily rejected.	Not Accepted.
3	32	Clause 2 : Completeness Responsibility:	Notwithstanding the scope of work, supply and services stated in bid document, engineering or technical services which might not be even specifically mentioned under the scope of supply of the bidder and which are not expressly excluded there from but which – in view of the bidder - are necessary for the performance in accordance with the specifications are treated to be included in the bid and has to be performed by bidder. The services which are over & above the scope of supply specified in the Schedule of Requirements may be marked as "Additional Items" in Section - V.	Request NeSL to modify the clause as below: Notwithstanding the scope of work, supply, and services stated in the bid document, engineering or technical services which might not be even specifically mentioned under the scope of supply of the bidder and which are not expressly excluded therefrom, but which – <i>in view of the bidder in the opinion of the Client</i> – are necessary for the performance in accordance with the specifications, <i>are treated to be included in the bid and has to be performed by bidder shall not be deemed to be included in the bid by default . Any such services not expressly defined under the Scope of Work shall be considered out-of-scope and will require a formal change request vide Change Order, subject to separate commercial terms and mutual written agreement prior to execution.</i> The services which are over & above the scope of supply specified in the Schedule of Requirements may be marked as "Additional Items" in Section - V, <i>and shall be billed on a time and materials basis in accordance with the agreed rates .</i>	Not Accepted.
4	32-33	Clause 3 : Change Orders	During execution of project, NeSL and selected bidder will mutually arrive at the person months required for completion of an activity (a module or service, functionality or a feature). This estimate shall be reasonable. The selected vendor is expected to complete the assigned activity in estimated and agreed person-months. If, for the reasons attributed to the vendor, the said activity is not completed as planned within agreed estimate, the vendor shall arrange to complete same by deploying additional person-months for completing the activity, at no extra cost to NeSL. In this case no change order will be issued.	Request NeSL to modify the clause as below: During execution of the project, NeSL and the selected bidder will mutually arrive at the person-months required for completion of an activity (a module or service, functionality or a feature). This estimate shall be reasonable. <i>The selected vendor is expected to complete the assigned activity in estimated and agreed person-months. If, for the reasons attributed to the vendor, the said activity is not completed as planned within agreed estimate, the vendor shall arrange to complete same by deploying additional person-months for completing the activity, at no extra cost to NeSL. In this case no change order will be issued.</i> <i>The selected vendor shall make best efforts to complete the activity within the mutually agreed person-month estimates. However, in case of any variation due to unforeseen technical complexities, dependencies on NeSL, delays in approvals, or change in priorities, the Vendor will notify NeSL in advance. Any requirement for additional person-months shall be vide a Change Order with appropriate adjustments to time and cost, subject to mutual agreement.</i>	Not Accepted.
5	34	Clause 6	6 .Knowledge Transfer In case it becomes necessary to change/ replace any of the persons deployed on the project, the normal period for knowledge transfer or hand over of charge (from existing person to incoming person) shall not be more than 10 working days. This process of transfer or hand over may be either due to some reasons attributed to the supplier or may be initiated by NeSL as result of unsatisfactory performance of personnel deployed. In either case, the process shall be carried out by supplier at no extra cost to NeSL. During the execution of project, if it becomes essential to hand over the project activities to another entity appointed/ nominated by NeSL, the supplier shall have no objection for same and shall transfer the essential information, knowledge, documents, etc. to the new entity in entirety and in a faithful manner within a transition period of max. 30 days. The reasonable efforts put in by the supplier till this transfer will be considered by NeSL for calculating the amount payable.	Request NeSL to modify the clause as below: In case it becomes necessary to change/replace any of the persons deployed on the project, the normal period for knowledge transfer or handover of charge (from existing person to incoming person) <i>shall not be more than 10 working days shall be mutually agreed upon based on the scope of responsibilities and complexity of the role, but shall not exceed 15–20 working days</i> . This process of transfer or handover may be due to some reasons attributed to the supplier or may be initiated by NeSL as a result of unsatisfactory performance of personnel deployed. <i>In either case, the process shall be carried out by supplier at no extra cost to NeSL. In case of a replacement initiated by NeSL due to reasons other than misconduct or negligence, or due to changes in project scope, the cost and effort associated with handover shall be mutually discussed and may be chargeable based on the T&M model.</i> During the execution of the project, if it becomes essential to hand over the project activities to another entity, the supplier <i>shall have no objection for same shall cooperate to ensure a smooth and professional transition</i> and shall transfer the essential information, knowledge, documents, etc. to the new entity <i>in entirety and in a faithful manner within a transition period of max. 30 days within a reasonable transition period to be mutually agreed, not to exceed 30 working days. The reasonable efforts put in by the supplier till this transfer will be considered by NeSL for calculating the amount payable. All effort by the supplier for such transition shall be compensated on additional cost, and the supplier shall be paid for all services rendered until the effective date of handover.</i>	Not Accepted.

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6	35	Clause 7	<p>7.Inspection and Acceptance Criteria: On completion of development of modules, functionalities, artefacts, etc, by the supplier, NeSL shall assess whether the said developmental work meets/complies with the requisite features, outcomes, etc. as stipulated in SoW and revert with feedback within 21 days after each such development by the supplier. If no feedback/communication is sent to supplier, NeSL accepts responsibility for delay in the project schedule. If any module, functionality, artefact, etc., fails to fulfil the requirements, NeSL will give a notice to the supplier, setting forth details of such defects or failure and the supplier shall modify the modules, functionalities, artefacts, etc., to comply with the requirements forthwith and in any case within a period not exceeding 15 days of the feedback report.</p> <p>When the intended functionality of the modules, functionalities, artefacts, etc., called for have been successfully carried out, the authorised representative of NeSL will issue an Acceptance Certificate, normally within two weeks of successful completion of tests/study, including the security audit of the application, if required.</p>	<p><u>Request NeSL to modify the clause as below:</u></p> <p>On completion of development of modules, functionalities, artefacts, etc., by the supplier, NeSL shall assess whether the said developmental work meets/complies with the requisite features, outcomes, etc., as stipulated in the SoW and revert with feedback within 21 days after each such development by the supplier. If no feedback/communication is sent to supplier within the stipulated 21- 7 day period, NeSL accepts responsibility for delay in the project schedule the deliverable shall be deemed accepted, and the project timeline shall be revised accordingly upon mutual agreement . If any module, functionality, artefact, etc., fails to fulfil the requirements, NeSL will give a written notice to the supplier, setting forth details of such defects or failures, and the supplier shall modify the modules, functionalities, artefacts, etc., to comply with the requirements forthwith and in any case within a period not exceeding 15- 30 days of the report within a mutually agreed reasonable timeline, not to exceed - 30 working days, subject to the nature and extent of rework involved. When the intended functionality of the modules, functionalities, artefacts, etc., called for have been successfully carried out, the authorised representative of NeSL will issue an Acceptance Certificate, normally within two weeks of successful completion of tests/study, including the security audit of the application, if required. If NeSL fails to issue the Acceptance Certificate or provide reasons for rejection within this two-week period, the deliverable shall be deemed accepted.</p>	Not Accepted.
7	35	Clause 7 7.Inspection and Acceptance Criteria:	Nothing in Clause 6.1 as above shall in any way release the supplier from any warranty, penalty or other obligations under this RFP.	<u>Request NeSL to delete this clause in its entirety</u>	Not Accepted.
8	35	8.Payments:	<p>The supplier can raise invoices towards the services provided by them, at the end of every month. The supplier should raise invoice as per the details agreed upon mutually in the SoW and on approval of NeSL.</p> <p>100 % of the payable amount thus calculated will be paid within 60 days from the date of submission of invoice.</p> <p>The recoveries and/ or penalties - if any, will be recovered from amount payable to sublier.</p>	<p><u>Request NeSL to modify the clause as below:</u></p> <p>The supplier can raise invoices towards the services provided by them, at the end of every month. The supplier should raise invoice as per the details agreed upon mutually in the SoW and on approval of NeSL .</p> <p>100 % of the payable amount thus calculated will be paid within 60 30 days from the date of submission of invoice. Except as otherwise provided above or in a Statement of Work, the Supplier shall raise invoice to NeSL due under this Agreement on a monthly basis. NeSL shall make payment of undisputed amount under the invoice within thirty (30) days from the date of invoice. The discrepancies in the invoices, if any, may be raised by NeSL in good faith within seven (7) days. The invoice shall be deemed to be undisputed if the discrepancies are not raised within seven (7) days. For any disputed invoice, the Parties shall mutually discuss the dispute in good faith and settle the disputes amicably. Further, once the discrepancies are cleared, NeSL shall be liable to pay the amount to the Supplier within seven (7) days of such clearance.</p> <p>The recoveries and/ or penalties - if any, will be recovered from amount payable to supplier shall be levied only after mutual discussion and written confirmation by both Parties, and shall not be deducted unilaterally from the invoiced amount.</p> <p>Notwithstanding any other provision of this Agreement, if NeSL fails to pay any invoice in full by the due date, the Supplier may, in its sole discretion, suspend all or any part of the Services to NeSL upon thirty (30) days' written notice until payment is received. The Supplier also reserves the right to charge interest of 12% per annum (or the maximum rate allowed by law, whichever is higher) on such outstanding Service Fee from the due date of</p>	Not Accepted.

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				<p>payment of the original invoiced amount until the entire Service Fee (including interest, if any) is paid by NeSL to the Supplier. The rights and remedies set forth herein are in addition to any other rights or remedies the Supplier may have against NeSL in connection with any non-payment.</p> <p>If the term of the Agreement exceeds one year, the billing rates for each succeeding year during the term of the Agreement shall be increased annually by a fixed rate of 6% over and above the billing rates applicable to the immediately preceding year for the relevant Services. This fixed annual increase shall serve as the Cost-of-Living Adjustment (COLA) for the purposes of this Clause. The adjustment shall take effect on each anniversary of the Effective Date of this Agreement.</p>	
9	35	Clause 9	Penalties	<u>Requesting NESL to change the total aggregate penalty under the Agreement shall not exceed 5% of total contract value.</u>	Not Accepted.
10	35	Clause 10	The disputes, legal matters, court matters, if any shall be subject to Bengaluru jurisdiction only.	<p><u>Request NeSL to modify the clause as below:</u></p> <p>The disputes, legal matters, court matters, if any shall be subject to Bengaluru- Mumbai jurisdiction only.</p>	Not Accepted.
11	36	11.Force Majeure:	<p>NeSL may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations as stipulated in the Order, is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, fire, storms etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises or any other act beyond control of the bidder. In view of the business criticality of the services, pandemic, epidemic and subsequent lock-down due the same shall not be treated as force majeure.</p>	<p><u>Request NeSL to modify the clause as below:</u></p> <p><i>Neither party shall have any liability for damages arising from errors, delays or non-performance under this Agreement where such delay or non-performance is caused by a Force Majeure Event. Nevertheless, the Client shall be obligated to pay the Service Provider for the Services provided by the Service Provider upto the date of occurrence of a Force Majeure Event. If a Force Majeure Event prevents the Service Provider from performing its obligations hereunder for a period of at least thirty (30) consecutive days, a written intimation shall be sent to the Client and both parties shall mutually discuss and agree to the future course of action under this Agreement. NeSL may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations as stipulated in the Order, is the result of a Force Majeure. Force Majeure Event is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, fire, storms etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises or any other act beyond control of the bidder. In view of the business criticality of the services, pandemic, epidemic and subsequent lock-down due the same shall not be treated as force majeure.</i></p>	Not Accepted.

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12	36	12	<p>12.Arbitration: In case any dispute arises between NeSL and successful bidder with respect to this RFP, including its interpretation, implementation or alleged material breach of any of its provisions both the Parties hereto shall endeavour to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred to the sole arbitrator mutually agreed and appointed by both parties. If the sole arbitrator is not appointed mutually by both the parties, then the District Court Bengaluru shall have exclusive jurisdiction for appointment of sole arbitrator through court. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The venue of the arbitration shall be Bengaluru. The award given by the arbitrator shall be final and binding on the Parties.</p>	<p><u>Request NeSL to modify the clause as below:</u> In case any dispute arises between NeSL and successful bidder with respect to this RFP, including its interpretation, implementation or alleged material breach of any of its provisions both the Parties hereto shall endeavour to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred to the sole arbitrator mutually agreed and appointed by both parties. If the sole arbitrator is not appointed mutually by both the parties, then the District Court Bengaluru Mumbai shall have exclusive jurisdiction for appointment of sole arbitrator through court. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The venue of the arbitration shall be Bengaluru Mumbai. The award given by the arbitrator shall be final and binding on the Parties. Supplier shall not be liable to perform its obligations under this Agreement or a SOW executed under this Agreement till the disputes arising between the Parties in connection with this Agreement are settled.</p>	Not Accepted.
13	36	13	<p>13.Limitation of Liability: The liability of the supplier arising out of breach of any terms/conditions of the RFP / contract/work order and addendums/amendments thereto, misconduct, wilful default will be limited to 10 % of the total amount of Column H of Phase 1 Section – V, i.e. the total estimated charges quoted by the supplier for Phase 1. However, liability of the supplier in case of death/injury/damage caused to the personnel/property of NeSL, due to/arising out of/incidental to any act/omission/default/deficiency of supplier, will be at actuals. Also, liability of supplier pertaining to claims/ demands by Government agencies, regulatory authorities or third party for losses, penalties, if any, arising in connection with Contract/order shall be limited to 10 % of the total amount of Column H of Phase 1 Section – V, i.e. the total estimated charges quoted by the supplier for Phase 1, provided the reasons for said claims/ demands are attributed to the supplier.</p>	<p><u>Request NeSL to delete the language and amend the clause as per the proposed language:</u> <i>In no event shall either Party or any of their officers, directors, employees, agents, or subcontractors be held liable to the other party for any loss of data, loss of use, interruption of business or any indirect, special, incidental, punitive or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), strict product liability or otherwise, even if such party has been advised of the possibility of such damages.</i> <i>Notwithstanding anything contained herein, to the maximum extent permitted by applicable law, in no event shall Service Provider's total aggregate liability (whether in contract or in tort or under any other form of liability), howsoever arising or caused, under or in connection with this agreement, regardless of the form of the action or the theory of recovery, exceed the total fees paid by the Client in the preceding twelve (12) months under the relevant SOW under which the claim arise.</i> <i>Notwithstanding anything to the contrary, the aforesaid maximum liability shall not include the amount of fees paid or payable by the Client for the services provided by the third party (i.e., Original Equipment Manufacturer) and/or the cloud consumption billing. The Client agrees that such liability shall be imposed only after the Service Provider shall be given an opportunity for representation in the said matter.</i></p>	Not Accepted.

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14	37	14. Termination	<p>Validity of order will remain till fulfilment of all obligations pertaining to development and successful deployment of software including (but not limited to) providing comprehensive warranty, support and maintenance for the period stipulated in the Order. The successful bidder must acknowledge and agree that the activities of providing Services as per agreed terms for the development and deployment of IU software are of paramount importance and matter of immense reputation/pride to nation and NeSL. Hence timely performance of all obligations is essence of the Order. Therefore, in case of delay in providing the stipulated services, and /or defect/under or non- performance pertaining to the services /products supplied by the bidder, NeSL will give written notice to the bidder requesting to set the things right within 60 days of notice. If bidder fails to comply with the requirements, NeSL shall have the right to terminate the order/s, provided such delay is solely and entirely attributable to the Bidder. The successful bidder may terminate the Service Agreement /Order by serving at least 30 days' written notice, only in the event of non-payment of undisputed invoices for 90 days from the due date. NeSL reserves the right to terminate the contract / cancel order with or without cause / reason by giving 60 days' notice to the successful bidder.</p> <p>Notwithstanding the contents of this clause, the provisions of clause 2, Section - II (Project Duration), Clause 6, Section - III (Inspection and Acceptance Criteria)) and Clause 8, Section - III (Penalties) shall be applicable.</p>	<p>Request NeSL to amend the termination clause as follows:</p> <p>Validity of order will remain till fulfilment of software including (but not limited to) providing comprehensive warranty, support and maintenance for the period stipulated in the Order. The successful bidder must acknowledge and agree that the activities of providing Services as per agreed terms for the development and deployment of IU software are of paramount importance and matter of immense reputation/pride to nation and NeSL. Hence timely performance of all obligations is essence of the Order. Therefore, in case of substantial delay in providing the stipulated services, and /or defect/under or non- performance pertaining to the services /products that amount to material breach of this Agreement supplied by the bidder, NeSL will shall give written notice to the bidder requesting to set the things right within 60 days of notice. If bidder substantially fails to comply with the requirements, NeSL shall have the right to terminate the order/s, provided such delay is solely and entirely directly attributable to the Bidder. The successful bidder may terminate the Service Agreement /Order(s) by serving at least 30 days' written notice, in the event of non-payment of undisputed invoices for 90 30 days from the due date. Termination under this clause shall not affect any rights or obligations accrued prior to the date of termination. Payment for all services rendered until the effective date of termination shall be made by NeSL in accordance with the agreed terms. NeSL- Either Party reserves the right to terminate the contract / cancel order with or without cause / reason by giving 60 days' notice to the successful bidder. Notwithstanding the contents of this clause, the provisions of clause 2, Section - II (Project Duration), Clause 6, Section - III (Inspection and Acceptance Criteria)) and Clause 8, Section - III (Penalties) shall be applicable. The termination provisions under this Clause shall operate in conjunction with other applicable sections of the Agreement, provided that such sections do not conflict with the termination rights explicitly stated herein.</p>	<p>Not Accepted.</p>
15	37	15. Indemnity	<p>Supplier may please note that, NeSL shall neither be the Employer nor shall it be deemed to be the principal employer of any persons to be deployed by the supplier/ service provider towards the service rendered and shall not in any manner be responsible for any act, omission or commissions by the supplier, the manpower deployed for this project or by its employees. The Supplier shall keep NeSL indemnified at all times, in respect of any breach/ infringement, noncompliance of all or any applicable laws, statutory notifications, relevant rules and regulations including but not limited to confidentiality, Data Privacy and Protection laws, intellectual property rights, patents, copyrights, trademark, labour laws such as EPF and/or ESIC, by the supplier or its employee in or the persons engaged by the supplier and no claim in the respect shall lie against NeSL. The supplier shall keep indemnified NeSL for any such claim raised by employees of the supplier or any third party. It may be expressly understood that the relationship between the parties hereto is as Principal – to – Principal and the supplier shall not be an agent of NeSL for any purpose whatsoever. and shall not represent or hold himself out</p>	<p>Supplier may please note that, NeSL shall neither be the Employer nor shall it be deemed to be the principal employer of any persons to be deployed by the supplier/ service provider towards the service rendered and shall not in any manner be responsible for any act, omission or commissions by the supplier, the manpower deployed for this project or by its employees . , or the employees/personnel deployed by the supplier, in respect of any non-compliance of all or any labour and other laws, statutory notifications, relevant rules and regulations applicable to the provision of Provident Fund and ESIC of the persons engaged by the supplier and no claim in this respect shall lie against NeSL except for claims solely arising from non-compliance by the supplier with applicable labour laws, including Provident Fund and ESIC provisions.</p> <p>The Supplier shall keep NeSL indemnified at all times, in respect of any breach/ infringement, noncompliance of all or any applicable laws, statutory notifications, relevant rules and regulations including but not limited to confidentiality, Data Privacy and Protection laws, intellectual property rights, patents, copyrights, trademark, labour laws such as EPF and/or ESIC, by the supplier or its employee in or the persons engaged by the supplier and no claim in the respect shall lie against NeSL . The supplier shall keep indemnified NeSL for any such claim raised by employees of the supplier or any third party-. The supplier shall remain responsible for compliance with applicable employment and labour laws in respect of personnel deployed by it and shall indemnify NeSL only to the extent of proven claims, losses, or penalties directly resulting from the supplier's wilful misconduct or gross negligence in such compliance obligations. NeSL shall provide timely written notice of any such claim, allow the supplier to participate in or control the defence, and shall not settle or admit liability without the supplier's prior written consent (not to be unreasonably withheld).</p> <p>It may be expressly understood that the relationship between the parties hereto is as Principal–to–Principal and the supplier shall not be an agent of NeSL for any purpose whatsoever, and shall not represent or hold himself out as such to any person/s.</p> <p>The supplier shall save, indemnify and hold harmless NeSL from any third-party claim, Govt. Claims, losses, penalties, if any, arising in connection with this Contract directly and solely from the supplier's breach of applicable laws, provided that such claims are not attributable to NeSL's instructions, delays, negligence, or use of the deliverables in a manner inconsistent with the agreed scope.</p> <p>Indemnification Procedure.</p> <p>If NeSL becomes aware of a Claim for which it is entitled to indemnification pursuant to this Agreement, NeSL shall promptly provide the Supplier with written notice of such Claim. The Supplier shall assume and control the defense of the Claim with counsel of its choice.</p> <p>NeSL may participate in the defense of the Claim with its own counsel, provided that such participation shall be at NeSL's own expense.</p>	<p>Service suspension clause absolutely rejected - both parties must continue undisputed work during arbitration per industry standard.</p>

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			<p>...and shall not represent or hold himself out as such to any person/s.</p> <p>The supplier shall save, indemnify and hold harmless NeSL from any third-party claim, Govt. Claims, losses, penalties, if any, arising in connection with this Contract.</p>	<p>NeSL may participate in the defense of the Claim with its own counsel, provided that such participation shall be at NeSL's own expense, unless the Supplier fails to assume the defense, in which case the Supplier shall bear such expense.</p> <p>NeSL shall, at the Supplier's expense, cooperate fully with the Supplier and the Supplier's selected counsel in the defense of the Claim.</p> <p>NeSL may not, without the Supplier's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment with respect to any such Claim. Likewise, the Supplier may not settle any Claim in a manner that imposes any liability, admission of wrongdoing, or ongoing obligation on NeSL without NeSL's prior written consent.</p> <p>The obligations set forth in this clause shall survive for two years post termination of expiry of this Agreement.</p>	
16	38	18. Non-solicitation	<p>Non-solicitation</p> <p>During the term of this Agreement and for a period of 12 months after the termination of this Agreement, either by afflux of time or prior termination thereof, neither party shall either directly or indirectly solicit, induce, recruit or encourage the other party's personnel to leave their employment, or take away such personnel or attempt to solicit, induce, recruit, encourage or take away other party's personnel either for themselves or for any other person or entity.</p> <p>Notwithstanding any provisions contained in this agreement the parties hereby agree that in case any technical staff deputed by the service provider desires to resign or quit the employment of Service Provider and wish to join any other organisation, then Client may offer the employment depending upon its requirement, since the intending technical staff has decided to seek employment elsewhere. However, the Client shall not poach or instigate the technically trained staff to resign since they have been provided by the Service Provider.</p> <p>In any case the total of such offers in a year shall not exceed 20% of the total number of staff deployed by the Service Provider and shall be done only in cases where the technical staff has spent more than 15 months working with the Client.</p>	<p>Request NeSL to delete the clause in its entirety and consider the proposed clause below:</p> <p><i>During the term of this Agreement and twelve (12) months after the termination or expiry of the Agreement, neither Party shall solicit, offer work to, employ, or contract with, directly or indirectly, on its own behalf or through any other person or entity, any employees or consultant of other Party or its affiliates.</i></p>	Not Accepted.
17	37	15.Indemnity:	Intellectual Property Rights (IPR)	<p><i>Request NeSL to add this clause in its entirety and consider the proposed clause below:</i></p> <p><i>Each party will retain its pre-existing Intellectual Property Rights and nothing in this agreement assigns or transfers the pre-existing Intellectual Property Rights of one party to the other. Neither party may assert or bring any claim for ownership of any or all of the other party's pre-existing Intellectual Property Rights. Supplier agrees that, upon the creation of any deliverables and payment of fees as provided under the SOW, NeSL owns the deliverables. Supplier assigns to NeSL all existing and future Intellectual Property Rights subsisting in and to any deliverables (excluding any pre-existing Intellectual Property Rights of Supplier).</i></p> <p><i>To the extent that any pre-existing Intellectual Property Rights of Supplier is incorporated into the deliverables, Supplier grants to the NeSL a, limited period, non-transferable, non-licensable, royalty-free, non-exclusive license to use such pre-existing Intellectual Property Rights as part of the deliverables for NeSL solely to the extent necessary for NeSL to use the Services or deliverable, provided that no portion of Supplier's Intellectual Property Rights will be unbundled or separated or used as standalone product or deployment tool.</i></p> <p><i>NeSL grants to Supplier for the term, a revocable, non-transferable, non-exclusive and royalty-free licence to use NeSL's pre-existing Intellectual Property Rights as may be necessary (and only to the extent necessary) to perform the Services and other obligations of Supplier required by this Agreement.</i></p> <p><i>The Supplier shall not incorporate any third-party software or other third-party materials into any Deliverable, without obtaining NeSL's prior written approval. Upon Supplier's receipt of NeSL's approval, Supplier will use reasonable efforts to assist NeSL to obtain the right for NeSL solely in connection with NeSL's use of the Deliverable and to use such third-party materials on commercially reasonable terms and conditions, subject to any further specific limitations and terms set forth in the applicable SOW.</i></p> <p><i>Third Party Policy [TPP]/ End User License Agreement [EULA]</i></p> <p><i>TPP/ EULA shall mean the policy/ terms of use of any third party who may be a vendor, supplier or service provider providing software, products or technology used in the Services;</i></p> <p><i>The Client understands that the Service Provider may procure some portion or the entire Services from third party/ies, therefore, Client shall be bound by the TPP/ EULA and Client expressly and unconditionally agrees to the same;</i></p> <p><i>Client shall utilize the Services in accordance with the TPP/ EULA. The existing TPP/ EULA as applicable to the end customer will be provided in the relevant SOW and the terms of which may be updated from time to time by the respected third party on their website.</i></p>	Not Accepted.

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18	57	Confidentiality and Non-Disclosure Obligations	Confidentiality	<p>Request NeSL to add this clause in its entirety and consider the proposed clause below:</p> <p><i>Each party acknowledges that it will acquire knowledge of Confidential Information (as defined below) in connection with its performance hereunder and agrees to treat such information as confidential during the Term and following termination or expiration of this Agreement. "Confidential Information" includes but is not limited to any and all information, whether written or oral, and in any form, including without limitation, information relating to or concerning the research, Intellectual Property Rights, development, products, methods of manufacture, business plans, customers, vendors, finances, personnel data, third party proprietary or confidential information and other material or information considered proprietary relating to the current or anticipated business or affairs which is disclosed directly or indirectly to either party. "Confidential Information" does not include any information (i) which either party lawfully knew without restriction on disclosure before it was disclosed, (ii) which is now or becomes publicly known through no wrongful act or failure to act of either party, (iii) which either party developed independently without use of the Confidential Information, as evidenced by appropriate documentation, or (iv) which is hereafter lawfully furnished to either party by a third party as a matter of right and without restriction on disclosure. In addition, either party may disclose Confidential Information, which is to be disclosed pursuant to a requirement of a government agency or law so long as either party provides prompt written notice to the other party of such requirement prior to disclosure. Except as otherwise set forth herein, neither party shall at any time disclose or furnish to any firm, person or corporation or use, directly or indirectly, for any reason or purpose, any Confidential Information of the other party or any of its subsidiaries or affiliates of which such party may become aware as a result of the Services being performed, including without limitation any customer or end-user information, if any, arising out of the Services. Each party agrees that, in the event of a breach or threatened breach of the terms of IPR or Confidentiality, monetary damages may be an insufficient remedy for unauthorized disclosure or use of the other party's Confidential Information or Intellectual Property Rights, and that such party shall be entitled, without waiving any other rights or remedies, to seek an injunction or other equitable remedy prohibiting any such breach without the need to post a bond or other security. The provisions of this Section shall survive for two years post the expiration or termination of this Agreement.</i></p>	Not Accepted.
19	55	ANNEXURE 3		<p>Request NeSL to add term clause in the NDA :</p> <p><i>1. Term of the NDA to be captured as one (1) year from the Effective Date unless otherwise terminated by the Parties in writing by providing 30 days written notice.</i></p>	Not Accepted.
20	57	ANNEXURE 3	Rights which are vested will remain with the Party in which these rights get vested. The confidentiality obligations for both Parties will extend beyond the term of this Agreement.	<p>Request NeSL to revise the few clause in the NDA :</p> <p>Rights which are vested will remain with the Party in which these rights get vested. The confidentiality obligations for both Parties will extend beyond the term of this Agreement.</p>	Not Accepted.
21	59	ANNEXURE 3	The non-disclosure obligation of confidential information by the recipient will remain in force for three years from the termination/closure of the service agreement.	<p>Request NeSL to revise the few clause in the NDA :</p> <p><i>Notwithstanding anything contained herein, the non-disclosure obligation of confidential information by the recipient will remain in force for three one three years from the termination/closure/ expiry of the service this agreement.</i></p>	Not Accepted.
22	15	2. Project Duration	The period of contract shall be for Five (5) years, commencing from the deployment of the service	<p>Request NeSL to modify the clause as below:</p> <p>Presently the project schedule mentioned in the RFP is of 5 months. However, the actual project timelines shall be mutually discussed and communicated to the finalised bidder at the time of placing the order.</p>	Not Accepted.
23	NA	Additional Clause	Subcontracting	<p>Request NeSL to add this clause in its entirety and consider the proposed clause below:</p> <p><i>Supplier may sub-contract the performance of its obligations under this Agreement with the written approval of NeSL which shall not be unreasonably withheld. However, the Supplier, shall be fully liable for the performance of its obligations by its sub-contractors as per the terms and service levels agreed under this Agreement.</i></p>	Not Accepted.
24	NA	Additional Clause	Consortium Bids	<p>Request NeSL to add the below clause as below:</p> <p>Consortium Bids : The number of consortium members cannot exceed two, including the Prime Bidder. The sole responsibility for discharging the project responsibilities under the agreement would be that of the Prime Bidder only.</p>	Not Accepted.
25	17	6. Technical evaluation criteria:	Number of AI-driven voice bot / VRM implementations in the last 3 years.	<p>Request NeSL to modify the clause as below:</p> <p>Number of AI-driven bot /or VRM implementations in the last 3 years.</p>	Not Accepted.
26	35	8.Payments:	100 % of the payable amount thus calculated will be paid within 60 days from the date of submission of invoice.	<p>Request NeSL to modify the clause as below:</p> <p>100 % of the payable amount thus calculated will be paid within 30 days from the date of submission of invoice.</p>	Not Accepted.
27	NA	General Queries	NA	What are the cloud infrastructure requirements for the VRM solution (e.g., Azure, AWS, GCP, or hybrid)?	Participating Vendor may propose the same.

S/N	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Responses/ Clarification /Corrigendum by NESL
28	NA	General Queries	NA	Are there any specific cloud security controls or compliance requirements (e.g., CSPM, cloud encryption) that need to be met?	Compliance & Security requirement and Deployment Architecture and Hosting Environment requirement (On-Premise / NeSL Private Cloud Deployment or MeitY-Recognised Cloud Deployment) are specified in the RFP - as part of Section 4 - Scope of Work.
29	NA	General Queries	NA	What are the expected cloud costs, and how will they be managed and optimized?	Refer option (a) in Page 8
30	NA	General Queries	NA	Are there any data residency or sovereignty requirements that impact cloud infrastructure choices?	No specific Cloud-Native Application Protection Platform (CNAPP) or Cloud Security Posture Management (CSPM) requirements are specified. Bidders may include the measures considered in security/compliance, which will be subjected to review during technical evaluation.
31	NA	General Queries	NA	Can you provide more details on the voice AI suite requirements and how it will integrate with the VRM solution?	Refer Page 7.
32	NA	General Queries	NA	What are the expected AI model training and validation requirements, and how will data quality be ensured?	AI model training and validation is Bidder responsibility included in O&M . Second question is not clear but if it is with respect to FAQ and data for calling NeSL is the constodian and will keep updating as per requirements.
33	NA	General Queries	NA	Are there any specific digital transformation goals or metrics that the VRM solution is expected to drive?	Refer RFP mention it in detail
34	NA	General Queries	NA	How will the AI-powered VRM solution handle bias, explainability, and transparency?	This is a evaluation criteria
35	NA	General Queries need to elaborate	NA	What are the cybersecurity requirements for the VRM solution, and how will they be addressed (e.g., threat modeling, penetration testing)?	Exiting DR model can be used.
36	NA	General Queries	NA	Are there any specific security controls or frameworks (e.g., NIST Cybersecurity Framework) that need to be followed?	Refer RFP
37	NA	General Queries	NA	How will sensitive data (e.g., customer information, financial data) be protected and secured?	Bidder shall provide the solution proposed for security of the sensitive data as per the RFP requirement. For PII, Rule 6. "Reasonable security safeguards" of DPDP Rules, 2025 may be referred.
38	NA	General Queries	NA	Are there any incident response and disaster recovery requirements for the VRM solution?	The bidder shall provide the "High availability and disaster recovery plans" as part of their technical bid and will be part of the technical bid evaluation. Parameters like "Incident response and mean time to repair/resolve (MTTR) " will be part of the defined SLA.

S/N	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Responses/ Clarification /Corrigendum by NESL
39	NA	General Queries	NA	Are there any specific requirements or restrictions on partnering with other vendors (e.g., Azure) for the VRM solution?	Participating Vendor may propose the same.
40	NA	General Queries	NA	How will the partnership with Azure (if pursued) impact the contract terms, warranties, and liabilities?	To be provided by the Vendor(API Docs)
41	NA	General Queries	NA	Are there any specific governance or management structures required for the partnership?	Dedicated to NeSL
42	NA	General Queries	NA	What are the contract terms and conditions, including termination clauses, warranties, and liabilities?	Termination: NeSL may terminate with 60 days' notice for non-performance or at discretion; vendor may terminate with 30 days' notice only for 90+ days payment default (Section-III, Clause 14, Pages 37-38). Penalties: 0.5% of Total Contract Value per week of delay, capped at 10% (Clause 9, Page 35). Warranty: 3-month post-Go-Live hypercare period with defect resolution at no additional cost (Section-II, Page 15). Liability: Vendor liability capped at 10% of Phase 1 charges except for death/injury/property damage (at actuals) (Clause 13, Pages 36-37). Indemnification: Vendor must indemnify NeSL against all claims, losses, penalties, and regulatory non-compliance (Clause 15, Pages 37-38). Complete terms detailed in Section-III: Special Conditions of Contract (Pages 32-39).
43	NA	General Queries	NA	Are there any specific compliance requirements (e.g., GDPR, DPDPA, HIPAA) that need to be met, and how will they be addressed?	RFP spec. "Compliance & Security requirement" is specified in section 4, Scope of work.
44	NA	General Queries	NA	How will data ownership and intellectual property rights be handled for the VRM solution?	The ownership of the data and IPR in continue to rest with NeSL. The successful bidder only shall have limited, explicit permission only to process the data for delivering services envisaged in this engagement. IPR of the technology developed will vest with NeSL perpetually, as specified in the covering letter.
45	NA	General Queries	NA	What is the expected project timeline, and are there any specific milestones or deadlines?	APIs need to have cryptography implemented. In NeSL applications, digital signature of API payloads is implemented for non-repudiation.
46	NA	General Queries	NA	Are there any change management or training requirements for the VRM solution?	Change management and communication plans are expected from the bidders as part of technical proposal and will be evaluated during technical evaluation process. There is a specific section on "Knowledge transfer" for change in the service provider. User training & documentation is one of the deliverables expected in this engagement.
47	NA	General Queries	NA	How will the success of the VRM solution be measured, and what are the key performance indicators (KPIs)?	Refer RFP mention it in detail

S/N	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Responses/ Clarification /Corrigendum by NESL
48	Page 7	Scope of Work – AI-Based Solution Capabilities	Requirement for multi-lingual AI	Clarify expected languages for Phase-1 vs future phases.	Please refer Section 4 - Scope of work. Multi-lingual capability: The solution must support multi-lingual communication with English and Hindi available at the time of launch, and expandability to other major Indian languages (e.g., Tamil, Telugu, Bengali, Marathi, Gujarati, Kannada, Malayalam, etc.) as and when required by NeSL.
49	Page 8	FAQ-Based Response System	FAQ CMS	Is CMS self-service or bidder-managed?	The contents for the FAQ in row format will be provided by NeSL. The CMS as per the requirement of the VRM to be handled by the service provider. Participating Vendor may propose the same.
50	Page 8	Voice Modulation Requirement	Natural human-like tone	Clarify voice type expectations.	Bidder to provide "Natural human-like tone" in the Indian context considering the culture and professional norms. No change in RFP.
51	Page 8	Secure Access via MFA	MFA requirements	Which MFA methods allowed?	Bidder can provide list of MFAs possible in the proposed solution such as email, Mobile OTP, Third-party Authenticator etc. RFP doesn't specify or mandate any specific MFA methods.
52	Page 8	Call Management – Upload Contacts	Automated dialing	Expected daily volume & concurrency?	Expected daily volume: 100-300 calls. Peak concurrency: 100 simultaneous calls. System must scale to handle 500+ daily calls in future. Detailed SLA metrics in RFP Annexure-I.
53	Page 7-9	Integration with NeSL Systems	API integration	Will sandbox & API docs be provided?	The requirement of APIs based on the proposed solution will be mutually agreed upon during the deployment phase. APIs required to be developed at current NeSL IU/DDE application side will be carried out by NeSL team.
54	Page 9	Deployment Architecture – MeitY Cloud	MeitY cloud deployment	Is shared VPC allowed?	No. The project envisages an independent VPC with clear segregation.
55	Page 9	Data Localization	Data localization	Does inference also need to be India-local?	The data processing and data storage should be localised.
56	Page 11	Pre-Qualification – Implementations	2 AI deployments	Do PoCs count?	PoCs are not considered while evaluating or reviewing eligibility.
57	Page 12	Risk & Compliance – Controls	Logging, audit	What audit framework is required?	ISO 27001 (or equivalent) - Ex: NIST SP 800-53 / COBIT etc. No change in RFP.
58	Page 12	DPDP Act Compliance	Mandatory compliance	Is DPIA required?	DPDPA,2023 /DPDP Rules compliance is required. If NeSL operations are notified to be within the purview of SDF, DPIA needs to be carried out on this project as well as part of its annual exercise. No change in RFP.

S/N	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Responses/ Clarification /Corrigendum by NESL
59	Page 15	Implementation Timeline	6 months	Is phased rollout allowed?	Present project timelines doesn't have room for further phased implementation.
60	Page 15	Support Window	5-year contract	Does O&M include model retraining?	O&M includes routine maintenance, bug fixes, performance tuning. Model retraining: Covered if performance degrades below SLA. Major retraining = Change Order.
61	Page 16	Performance Security	10% BG	Is rolling BG acceptable?	No, BG should be as per clause of the RFP only.
62	Page 21	Technical Scoring – API Maturity	API availability	Which API standards required?	The requirement of APIs based on the proposed solution will be mutually agreed upon during the deployment phase. APIs required to be developed at current NeSL IU/DDE application side will be carried out by NeSL team.
63	Page 19	Customer References	Reference letters	Are international refs allowed?	International references: Allowed if similar solution/domain.
64	Page 18-19	Volume & Load Testing	Capacity tests	Expected peak call volumes?	Peak: 100 concurrent calls, 500 daily calls. Stress testing at 150% capacity (150 concurrent) mandatory. Exact SLA metrics in Annexure-I.
65	Page 7-8	Chat + Voice Interoperability	Multi-modal	Unified agent or channel-specific?	Unified agent dashboard required. Single agent handles both voice + chat seamlessly. Channel-specific features (call controls, chat history) integrated.
66	Page 14	Commercial Bid Clarification	Financial format	Pricing model expectations?	Refer Payment milestone Fixed-price for Phase-1 implementation. T&M for O&M Year 1-5 based on agreed resource rates. Detailed commercial structure in Annexure-II.
67	Scope + C	Ownership of Training Data	Data sovereignty	Who owns fine-tuned model?	NeSL owns all training data, fine-tuned models, and derivatives. Vendor cannot use NeSL data for other clients.
68	Page 8	Call Recording Retention	Storage for audit	Required retention duration?	Corrigendum: Preference: NeSL-owned cloud tenant for data sovereignty. Vendor-managed tenant acceptable if NeSL has full admin access & data portability rights. <i>Duration should be 6 month with a provision to archive it in NeSL decided storage if require.</i>

S/N	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Responses/ Clarification /Corrigendum by NESL
69	Page 8	Security – Data Residency	NeSL-controlled environments	Does NeSL need to own cloud tenant?	Preference: NeSL-owned cloud tenant. Vendor-managed acceptable if NeSL has full admin access & data portability.
70	Page 8	Security – Logs & Configs	Storage of logs	Is temporary encrypted processing allowed?	Temporary encrypted processing: Allowed in memory during active processing. At-rest encryption mandatory (AES-256). No persistent unencrypted data.
71	Page 9	Encryption Requirements	Encrypted transmission	Clarify required encryption standards.	Encryption: AES-256 (at-rest), TLS 1.2+ (in-transit). Key management via HSM/KMS. Comply with RBI + ISO 27001 cryptographic standards.
72	Page 8	Access Control – MFA	MFA enforcement	Is centralized PAM required?	Centralized PAM: Preferred for vendor access to production. MFA mandatory for all admin/privileged access. Integration with NeSL IAM if available.
73	Page 12	Vulnerability Management	Mandatory controls	What is required patching SLA?	Critical vulnerabilities: 7 days. High: 15 days. Medium: 30 days. Patching SLA as per RBI Cyber Security Framework + NeSL InfoSec Policy.
74	Page 12	Audit Trails	Audit trail requirements	Minimum audit fields & retention?	Audit fields: User ID, timestamp, action, IP, result. Retention: 1 year minimum (3 years for compliance logs). SIEM integration required.
75	Page 12	Incident Response	Incident handling	IRP expectations & SLA?	IRP: Critical incidents <1 hour notification, <4 hours containment. Major: <2 hours notification. Detailed IRP plan in technical proposal.
76	Page 19	Third-party Assessments	Security testing	Required tests & frequency?	Annual VAPT (Vulnerability Assessment & Penetration Testing) by CERT-In empanelled auditor mandatory. Quarterly internal security audits required.
77	Page 12	IT Act Compliance	Mandatory compliance	Is CERT-In audit mandatory?	CERT-In audit: Not mandatory but recommended. Compliance with CERT-In incident reporting (6 hours) mandatory. Annual third-party audit required.
78	Page 12	Data Deletion	DPDP erasure	Expected SLA for RTBF?	RTBF (Right to be Forgotten): PII deletion within 30 days of user request. Compliance with DPDP Act 2023 Section 12. Audit trail mandatory.

S/N	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Responses/ Clarification /Corrigendum by NESL
79	Page 20	Business Continuity & DR	DR plans	Required RPO/RTO?	15 mins / 1 day
80	Page 21	API Security	Secured APIs	Required auth standards?	The API payload should be encrypted using the latest encryption algorithm. Basic Auth or OAuth authentication should be used.
81	Page 12	Compliance Documentation	Security docs	Which documents required & when?	Required: Security Policy, DPIA, DPR, BCP/DR plan, API documentation, User manuals. Pre-implementation: Security + DPIA. Post Go-Live: Complete set.
82	Page 7-9	User Data Masking	PII processing	Is real-time masking required?	Real-time masking: Required for PII in logs, reports, agent screens (show last 4 digits only). Full data access restricted to authorized roles only.
83	Page 7 &	WhatsApp & Email Compliance	Channel compliance	WhatsApp BSP compliance requirements?	WhatsApp BSP: Must use Meta-approved BSP. Comply with WhatsApp Business Policy. Data residency in India. Consent management as per DPDP Act.
84	Page 9	Cloud Infra Monitoring	Monitoring requirements	Does bidder provide SIEM or integrate with NeSL SOC?	Bidder provides SIEM solution for application/infra logs. Integration with NeSL SOC (if exists) required. Real-time alerts + compliance reporting.
85	Page 9 &	Key Management	Encryption keys	Should keys be in HSM/KMS? Who owns root keys?	HSM/KMS: Mandatory for encryption key management. NeSL owns root keys. Vendor cannot access/export keys. Key rotation every 365 days minimum.
86	Page 12	Log Integrity	Immutable logs	Is WORM/tamper-proof storage mandatory?	WORM/Tamper-proof storage: Mandatory for audit logs & compliance data. Immutable log storage with cryptographic integrity verification required.
87	8	Integration with current NeSL IT system	Integration with current NeSL IT system a. Integration with NeSL's knowledge base. - Integration via SaaS-based APIs/platform with access limited to: customer name, institution, phone, email, last submission date, and read-only KB access.	We assume the the API for integration with the NeSL Knowledge base. Please confirm	Yes, with both IU and DDE
88	8	4. Scope of Work	Core Features > AI-Based Voice Calling g. Ability to respond the standard queries raised by customer by referring to pre-populated FAQs and facility to make amends, additions, deletions to these FAQs.	Please confirm whether the FAQ list will be provided by the NeSL.	Yes. NeSL will provide initial FAQ list (50-100 FAQs). Bidder responsible for FAQ management system with add/edit/delete functionality for NeSL admin. VRM should refer FAQ uploaded and updated on the NeSL website time to time

S/N	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Responses/ Clarification /Corrigendum by NESL
89	8	4. Scope of Work	<p>Core Features >Call Management</p> <p>a. Upload of customer contact list and automated dialling to the customers. b. Call scheduling, retry logic for unanswered calls. c. Call transfer to physical agents based on triggered option or if required by customer. This should also facilitate registering the call back request if such agents are fully occupied and provide priority list to agents with provision for agent to trigger automated call back.</p>	<p>Please provide indicative volume assumptions for sizing and cost modelling.</p> <ol style="list-style-type: none"> Daily/weekly/monthly call volumes Peak concurrency Burst load expectations (e.g., regulatory deadlines) 	<p>Expected daily volume: 100-300 calls. Peak concurrency: 100 simultaneous calls. System must scale to handle 500+ daily calls in future. Detailed SLA metrics in RFP Annexure-I.</p>
90	8	4. Scope of Work	<p>Core Features > AI-Based Voice Calling</p> <p>Ability to respond the standard queries raised by customer by referring to pre-populated FAQs and facility to make amends, additions, deletions to these FAQs.</p>	<p>The system must respond to queries using pre-populated, editable FAQs. What is the estimated initial volume (count) of unique FAQs/Knowledge Base entries that the VRM system will need to manage and query at the time of Go-Live?</p>	<p>Initial FAQ volume: 50-100 unique FAQs at Go-Live. System must support scaling to 500+ FAQs. Knowledge Base integration for additional reference data.</p>
91	11	8. Pre-Qualification (PQ) Criteria	<p>2. Must have been in existence and providing similar solutions for not less than 4 years as on the date of RFP issuance.</p>	<p>Change Request: We kindly request NeSL to revise the PQ requirement as follows:</p> <p>"Must have been in existence and providing similar solutions for not less than 1 year as on the date of RFP issuance".</p>	<p>Not Accepted.</p>
92	11	8. Pre-Qualification (PQ) Criteria	<p>4. The bidder must have successfully implemented a minimum of two (2) AI-driven Voice Bot / Virtual Relationship Manager (VRM) solutions in India during the last three (3) years. Bidders with fewer than two such implementations shall be summarily rejected.</p>	<p>Change Request: We kindly request NeSL to revise the PQ requirement as follows:</p> <p>"Bidder must have successfully implemented at least two (2) AI-driven enterprise solutions in the areas of Conversational AI/Gen AI/Voice Bots/AI/ML/NLP-driven automation solutions in India or abroad during the last three (3) years."</p>	<p>Not Accepted.</p>
93	11	8. Pre-Qualification (PQ) Criteria	<p>6. The bidder must demonstrate capability to handle concurrent user interactions and high volume call loads, including evidence of system scalability, load testing, and burst handling. Detailed documentation and test reports confirming such capability shall be submitted as part of the technical compliance requirements.</p>	<p>Change Request: We kindly request NeSL to revise the PQ requirement as follows:</p> <p>"The bidder must demonstrate capability to handle concurrent user interactions and high volume call loads, including evidence of system scalability, load testing, and burst handling. Detailed documentation explaining such capability shall be submitted as part of the technical compliance requirements. "</p>	<p>Not Accepted.</p>
94	12	8. Pre-Qualification (PQ) Criteria	<p>10. The bidder must ensure full compliance with the Digital Personal Data Protection (DPDP) Act, 2023, the Information Technology Act, 2000 (and its amendments), and other applicable data protection and privacy law and the regulations made there under. Compliance with these laws shall be a mandatory prerequisite and not subject to scoring or qualifying mark</p>	<p>Change Request: We kindly request NeSL to revise the PQ requirement as follows:</p> <p>The bidder must ensure compliance with the Digital Personal Data Protection (DPDP) Act, 2023, the Information Technology Act, 2000 (and its amendments), and other applicable data protection and privacy laws and the regulations made thereunder, or possess a valid ISO 27001 certification. Compliance with any one of the above shall be considered a mandatory prerequisite and not subject to scoring or qualifying marks.</p>	<p>Not Accepted.</p>
95	17	6. Technical evaluation criteria:	<p>1. Relevant Experience and Past Implementations</p> <p>Evaluation Details: 1. Number of AI-driven voice bot / VRM implementations in the last 3 years.</p>	<p>Change Request: We kindly request NeSL to revise the Technical evaluation criteria as follows:</p> <p>"Evaluation Details Number of Conversational AI/Gen AI/Voice Bots/AI/ML/NLP-driven automation solutions in India or abroad during the last three (3) years"</p>	<p>Not Accepted.</p>

S/N	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Responses/ Clarification /Corrigendum by NESL
96	17	6. Technical evaluation criteria:	<p>1. Relevant Experience and Past Implementations : Number of AI-driven voice bot / VRM implementations in the last 3 years.</p> <p>Supporting documents required:</p> <ol style="list-style-type: none"> 1. Copy of Work Order / Purchase Order for each listed implementation. 2. Completion Certificate or Client Confirmation Letter specifying successful implementation. 3. In absence of completion certificate, a self-certification by the bidder with client name, scope, duration, and contact details, along with a client consent allowing NeSL to verify directly, may be submitted. 4. The documents must clearly establish the scope as "AI-driven voice bot / IVR / Virtual Assistant" implemented within the last 3 years. 	<p>Change Request: We kindly request NeSL to revise the Technical evaluation criteria as follows:</p> <p>"Supporting documents required: Copy of Work Order / Purchase Order/ Agreement for each listed implementation."</p>	Not Accepted.
97	18	6. Technical evaluation criteria:	<p>1. Relevant Experience and Past Implementations: Size and complexity of projects handled</p> <p>Scoring Criteria for Size and complexity of projects handled</p> <p>Experience with government / financial sector / regulated entities: - No relevant experience → 0 Points - 1-2 projects → 2 Points</p>	<p>Change Request: We kindly request NeSL to revise the Technical evaluation criteria as follows:</p> <p>"Scoring Criteria Experience with government / financial sector / regulated entities / private sector entities: - No relevant experience → 0 Points - 1-2 projects → 2 Points"</p>	Not Accepted.
98	18	6. Technical evaluation criteria:	<p>Relevant Experience and Past Implementations: Size and complexity of projects handled</p> <p>Supporting documents required: Project Scale Documentation</p> <ol style="list-style-type: none"> 1. Detailed project scope documents highlighting complexity factors 2. Architecture diagrams showing system complexity and integration points 3. Concurrent user capacity reports and load testing results 4. Volume handling capability certificates with peak traffic metrics 5. Multi-site implementation certificates (if applicable) 6. Integration complexity documentation (number of APIs, third- party systems) 	<p>Change Request: We kindly request NeSL to revise the Technical evaluation criteria as follows:</p> <p>Supporting documents required: "Project Scale Documentation 1. Detailed project scope documents highlighting complexity factors 2. Architecture diagrams showing system complexity and integration points"</p>	Not Accepted.
99	19	6. Technical evaluation criteria:	<p>Customer References/ Feedback</p> <p>Customer References:</p> <ol style="list-style-type: none"> 1. Minimum 2 customer reference letters on official letterhead 2. CSAT scores or performance metrics documentation 3. Third-party assessment reports (if available) 	<p>Change Request: We kindly request NeSL to revise the Technical evaluation criteria as follows:</p> <p>"Customer References: 1. Minimum 2 customer reference letters on official letterhead"</p>	Not Accepted.

S/N	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Responses/ Clarification /Corrigendum by NESL
100	20	6. Technical evaluation criteria:	<p>3. Solution Architecture and Technical Approach : Overall architecture, scalability, and security.</p> <p>Architecture Documentation</p> <ol style="list-style-type: none"> Detailed system architecture diagrams with component descriptions Scalability testing reports and capacity planning documents Security architecture documentation and threat assessment reports High availability and disaster recovery plans Performance benchmarking reports under various load conditions Technology stack documentation with version details Cloud/on- premise infrastructure specifications 	<p>Change Request: We kindly request NeSL to revise the Technical evaluation criteria as follows:</p> <p>"Architecture Documentation</p> <ol style="list-style-type: none"> Detailed system architecture diagrams with component descriptions Security architecture documentation and threat assessment reports High availability and disaster recovery plans Technology stack documentation with version details Cloud/on- premise infrastructure specifications" 	Not Accepted.
101	27	6. Technical evaluation criteria:	<p>6. Data Security and Compliance Approach: Evaluation Details Security certifications and practices (e.g., ISO 27001).</p> <p>Supporting documents required: DPDP Act compliance framework and implementation guide · Data protection impact assessment (DPIA) reports Privacy policy and data handling procedures</p>	<p>Change Request: We kindly request NeSL to revise the Technical evaluation criteria as follows:</p> <p>"Supporting documents required: ISO 27001 Information security certificate or relevant certificate"</p>	Not Accepted.
102		General Query	General Query	Please clarify whether the necessary infrastructure including the cloud service subscription (If required) for deploying the solution will be provided by NESL?	Bidder must provide all infrastructure including cloud subscription. Deployment options: Bidder's MeitY-empanelled cloud OR NeSL Private Cloud. NeSL provides data center space if on-premise. Bidder responsible for all cloud costs.
103		General Query		We hereby submit the above RFP does not explicitly mention whether a consortium/JV is allowed or not. Kindly confirm at the earliest.	RFP doesn't permit consortium bids. Single entity must demonstrate full capability. Simplifies accountability and contract management however they can do subcontracting.
104		Deployment Preference:		Does NeSL prefer on-premise (on existing NeSL Set up / New dedicated Setup) or cloud deployment? If cloud, which provider (AWS/Azure/GCP)?	Bidder's choice: On-premise (NeSL Private Cloud) OR MeitY-empanelled cloud (AWS/Azure/GCP India regions). Data residency in India mandatory. Cloud infrastructure & subscription costs: Bidder's responsibility.

S/N	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Responses/ Clarification /Corrigendum by NESL
105		Expected Call Volume & Concurrency:		What is the anticipated daily/monthly call volume and peak concurrency for outbound calls? – 500 redundant calls?	Peak: 100 concurrent calls, 500 daily calls. Stress testing at 150% capacity (150 concurrent) mandatory. Exact SLA metrics in Annexure-I.
106		Language Expansion Roadmap:		Beyond English & Hindi, which regional languages are expected in the first year?	Phase-1: English + Hindi mandatory. Year 1 expansion: Marathi, Tamil, Telugu, Gujarati, Bengali (subject to business need). Regional language roadmap in technical proposal.
107		Integration Details:		What existing systems (CRM, DB, APIs) need integration? Any specific protocols or security standards?	IU and DDE
108		Telephony Infrastructure		Will NeSL provide SIP/PRI lines or should the bidder include telephony setup and costs?	Bidder must provide telephony infrastructure (SIP/PRI lines, cloud telephony, or VoIP). NeSL will NOT provide telecom connectivity. Include all telephony costs in commercial bid.
109		Data Residency & Security:		Any specific encryption standards or compliance beyond ISO 27001 (e.g., SOC 2)?	Encryption: AES-256 (at-rest), TLS 1.2+ (in-transit). Compliance: ISO 27001 mandatory + DPDP Act 2023 + IT Act 2000 + RBI guidelines. SOC 2 Type II recommended. Data residency: India only.
110		Performance Benchmarks:		Minimum acceptable voice quality, latency, and NLP accuracy thresholds?	Voice quality: MOS score ≥4.0. Latency: <200ms end-to-end. NLP accuracy: Intent recognition ≥85%, Entity extraction ≥80%, FAQ match ≥90%. ASR accuracy: ≥95% for English/Hindi. Detailed SLAs in RFP.
111		Reporting Requirements:		What KPIs and dashboards are mandatory for NeSL (e.g., call success rate, sentiment analysis)?	Mandatory KPIs: Call success rate, average handling time, call abandonment rate, first call resolution, customer satisfaction (CSAT), sentiment analysis, FAQ hit rate, agent escalation rate, system uptime. Real-time dashboard + monthly reports required.
112		Commercial Assumptions:		Should outbound call charges be included in TCO? Any expected monthly call volume assumptions?	Yes. Include all costs in TCO: Outbound call charges, SMS/email, cloud infrastructure, telephony, licenses, O&M.

S/N	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Responses/ Clarification /Corrigendum by NESL
113		POC Expectations:		What scenarios and success criteria will be tested during the Proof of Concept	POC scenarios: Multi-language support (English/Hindi), FAQ handling, sentiment detection, CRM integration, call transfer to agent, concurrent load testing (100+ calls), voice quality assessment. Success criteria: SLA compliance, user acceptance, technical capability proof.