

National E-Governance Services Limited

RFP. No: NESL/IT/05/RFP-VRM /2025-26/251101

Dated 29th November, 2025

Request for Proposal for
**Design, development / configuration, deployment, and
maintenance of a Virtual Relationship Manager (VRM)**

Administrative Office:

National E-Governance Services Limited

5th Floor, The Estate,

121, Dickenson Road,

Bengaluru – 560042

e-mail:- procurementgroup@nesl.co.in

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Key Events & Dates

Name of the company	National E-Governance Services Limited (NeSL)
Publishing of RFP	29 th November, 2025
Last date to send in requests for clarifications on the tender document	5 th December, 2025, 17:00 Hrs.
Pre-bid Meeting (Online)	8 th December, 2025, 15:00 Hrs.
Response to Pre-Bid Clarifications / Corrigendum (if any on the website)	15 th December, 2025
Last date and time of submission of bids	26 th December, 2025, 15:00 Hrs.
Date and time of opening of Technical bids	29 th December, 2025, 15:00 Hrs.
Place of opening of technical bids	Online (MS Teams meeting invite shall be sent to participated bidders)
Date and time of opening of Commercial bids	Will be intimated later to technically qualified bidders
Contact Information	National E-Governance Services Limited 5 th Floor, The Estate, 121, Dickenson Road, Bengaluru – 560042 E-Mail : procurementgroup@nesl.co.in

Section – I: Invitation for RFP

1. Background

NeSL is the country's first and only Information Utility (IU). It is regulated by the Insolvency and Bankruptcy Board of India (IBBI) under the provisions of the Insolvency and Bankruptcy Code, 2016 (IBC). It is a repository of financial information pertaining to a debt or claim, as submitted in electronic form under digital signature by financial or operational creditors. Further, it is the only credit repository in India which captures data related to operational creditors and regulated entities like banks and NBFCs can benefit from the same. The uniqueness of the IU is that all concerned parties to the debt are provided an opportunity to verify and authenticate the same and therefore the information in the IU is of evidentiary value.

Banks and NBFCs are mandated to submit such Information and data to NeSL in time bound manner. At present, dedicated team of Relationship Managers (RM) are required to regularly follow-up with these Banks and NBFCs for submission of such data in notified timeframe. This being a manual process demanding continuous follow-up with various Banks and NBFCs (Clients) on-board, is time-consuming. To address this challenge, NeSL endeavours to leverage the AI power and appropriately automate this process. Therefore, NeSL Marketing team proposes to implement an AI Driven Virtual Relationship Manager (VRM), for implementing a calling system to enhance the performance and offer optimal productivity for outbound communication efforts for the said purpose.

NeSL is inviting proposals from qualified Technology Solution Providers (TSP) for appropriate VRM solution encompassing design, development / configuration, deployment, and maintenance as per the requirements and operational criteria laid down in this RFP. The objective is effective engagement and streamlined communication process with our registered clients, through this VRM solution.

2. Purpose of the RFP

The purpose of this RFP is to identify a capable Technology Service Provider to:

- Design and deploy an AI-based outbound calling system (VRM).
- Integrate the system with NeSL's existing IT systems.
- Provide advanced analytics and reporting on outreach campaigns.
- Ensure compliance with applicable regulations, including data privacy and telecommunication norms / Regulatory notifications.

3. Objectives of the VRM

- **Enhance Data Submission to IU:** Increase efforts to encourage the Banks/ NBFCs and applicable regulated entities to submit financial information to the IU and update the same as per the provisions of the IBC and the Regulations made thereunder. This initiative should ensure that Banks/ NBFCs are fully informed and engaged in the submission of financial information. To enhance effectiveness, each submission effort should trigger an email containing the relevant information and a link for scheduling time with a physical Relationship Manager (RM) via WhatsApp and email.
- **Automate Communication Processes:** Streamline routine communications, such as invoice confirmations and updates on new initiatives. Ensure these automated processes are connected to physical Relationship Managers (RMs) to facilitate a seamless flow of information. Additionally, automate notifications that empower RMs to effectively manage their schedules through WhatsApp and email.
- **Provide Comprehensive Product Information:** Ensure that all communications include complete end-to-end information about products and processes. The system should be configured to access information strictly from a limited, pre-defined dataset fed into the system and should not utilize external information or databases beyond the specified parameters. This should encompass the ability to reference past communications, including customer names and last submission dates, to enhance clarity and engagement. Each communication should also trigger an email that contains a link for RMs to block time directly through WhatsApp and email, facilitating timely follow-ups.

4. Scope of Work

The VRM solution is expected to include the following core functionalities, and may additionally provide other relevant features that enhance effectiveness and efficiency.:

Core Features

➤ AI-Based Voice Calling

- a. Natural Language Processing (NLP) for conversational interactions
- b. 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.
- c. Given that most modern AI models natively support multilingual extensions, no separate commercial rate card is envisaged at this stage for additional Indian languages. However, bidders must confirm that additional language enablement, if required, will be supported

- through configuration or model extension without significant redevelopment or commercial variation.
- d. Data residency and sovereignty ensured by storing all persistent and transient data (call recordings, transcripts, logs, configurations, FAQs, models, analytics) within NeSL-controlled environments
 - e. Voice modulation for experience of natural human-like conversation.
 - f. Ability to deliver tailored & configurable messages based on the recipient's profile, current context, and previous interactions.
 - 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.
 - h. Ability to customize calling scripts as per the demand of campaigns or communication objectives.
 - i. Remote support under an agreed SLA with defined response and resolution timelines for critical incidents.
 - j. Secure remote access **via NeSL-approved channels with MFA**, just-in-time access, and complete session recording for auditability.

➤ **Call Management**

- 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.
- d. Call Recording: Option to record calls for quality assurance and training purposes, with appropriate consent mechanisms prior to recording such call / provide facility to play recorded intimation message before recording the call.

➤ **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.
- b. Updating call logs, conversation summaries, and customer dispositions.

c. **Deployment Architecture and Hosting Environment:**

The bidder shall propose deployment of the VRM application, associated services, and data storage in one of the following two environments, ensuring compliance with NeSL's data security, access control, and data localisation policies:

(a) On-Premise / NeSL Private Cloud Deployment:

Deployment within NeSL's own data centre or private cloud infrastructure, utilising existing network and security controls. In such cases, NeSL will share indicative

infrastructure specifications (e.g., compute, storage, OS version) for reference, and bidders shall specify the number and configuration of such servers required for their solution.

(b) MeitY-Recognised Cloud Deployment:

Deployment within a MeitY-recognised public cloud platform (e.g., AWS, Azure, GCP) in an isolated, logically defined network space such as a Virtual Private Cloud (VPC) or Virtual Network (VNet), ensuring complete data localisation within India and compliance with NeSL's information security and governance framework.

In both scenarios, the bidder must ensure secure API-based integration with NeSL's core systems, encrypted data transmission, and adherence to all applicable data protection and cybersecurity regulations.

NeSL reserves the right to review and approve the proposed deployment model from a data security and governance perspective before final implementation.

➤ **Analytics & Reporting**

- a. Collect and analyse data from calls to track engagement levels and identify trends in communication.
- b. Dashboards for call volumes, call duration, calls missed / dropped, general engagement outcomes, sentiment analysis etc. with provision to extract, summarise and comparative analysis (time period wise, agent wise, customer wise) catering to various hierarchical levels within NeSL.
- c. Campaign performance tracking.
- d. Secured Recording and storing conversations for quality checks and compliance.

➤ **User Interface**



- a. Web-based admin portal for campaign management.
- b. Role-based access controls.
- c. Provision for supervisory oversight

➤ **Compliance & Security**

- a. Adherence to TRAI and DoT regulations.
- b. Compliance with data privacy laws (e.g., IT Act of 2000, DPDPA 2023, Secondary legislations, Rules and Regulations).
- c. Industry standard strong Encryption for Data at rest and in motion/transit.
- d. Secure storage of call recordings.

5. Contact Information

National E-Governance Services Limited
5th Floor, The Estate,
121, Dickenson Road,
Bengaluru – 560042
Email: procurementgroup@nesl.co.in

6. Prebid Meeting:

A Pre-bidding meeting would be held online on the date specified in **Key events and timelines**. Interested bidders are requested to share their email IDs with NeSL to receive the meeting link. The link will be provided only to entities that submit such a request along with their email IDs. Entities that do not provide their email IDs will not be permitted to participate in the meeting.

7. Selection Procedure

The selection procedure comprises a three-stage process viz., fulfilment of Eligibility criteria, Technical bids evaluation and Financial bids evaluation.

Stage 1

In the first stage, the bidder shall fulfil the minimum required pre-qualification (PQ) criteria specified in Para 8 of section-1 "**Pre-Qualification (PQ) Criteria**". The bidders are required to submit all the relevant supporting documents as part of the technical bids to prove their compliance with the Pre-Qualification Criterion. The bidders who do not meet the required PQ criteria will be eliminated in the first stage.

Stage 2

Further the Technical bids shall be evaluated, only for the qualified bidders at stage-1, as per the evaluation criteria specified in Technical Bid Evaluation and Technical score (TS) shall be awarded. The evaluation will be based on the technical bid submitted along with a presentation given to the committee duly constituted. The bidder needs to score a minimum of 50 points to get qualified for the commercial bid stage (Stage 3).

Stage 3

Financial bid evaluation will be conducted, only for the qualified bidders at Stage-2, as per formula given in Financial Bid Evaluation of section -II for the Commercial Scores (CS), from which the Combined Technical and Commercial Score (CTCS) will be computed as per formula given in this section. The bidder who earns highest CTCS shall be identified as the successful bidder, subject to fulfilment of the terms and conditions in the RFP.

The NeSL reserves the right to accept/reject any bid including the bid securing the highest Combined Technical and Commercial Score (CTCS) and/or annul the bidding process without assigning any reason thereof. No claims for compensation or otherwise whatsoever will be considered by NeSL from the Bidders.

8. Pre-Qualification (PQ) Criteria

1. Bidders must satisfy the following:

- The bidder must be a company registered under the Companies Act, 1956/2013 or a partnership/LLP registered under relevant Indian laws.
- Must have been in existence and providing similar solutions for not less than 4 years as on the date of RFP issuance.
- The bidder should have aggregated turnover of not less than Rs.5 Cr for the last three financial years (2022-2023, 2023-2024 and 2024-2025 put together. A certificate from a Chartered Accountant to this effect must be submitted.
- 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.
- The bidder must ensure that the proposed solution includes advanced Conversational AI capabilities with contextual understanding, natural dialogue handling, high-accuracy speech-to-text processing, and intelligent outbound dialling features such as dynamic scripts, automated call retries, and context-based engagement. These features shall form part of the mandatory technical compliance requirements. The bidder must have a minimum of 10 technical resources on its payroll, possessing technology knowledge, skills and expertise required for delivery of such project. The skills necessarily include but not limited to technologies / tools for AI/ML/NLP, application development, and support services. as on the Technical Bid Submission date. Profile of such employees with names, roles, qualifications, and experience (Projects executed) have to be submitted along with RFP response.
- 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.
- The bidder must have robust exception and error-handling mechanisms, including state persistence, automated retries, scheduled call backs, and error analytics, as part of the proposed solution architecture. Compliance documentation describing these mechanisms shall be submitted with the technical proposal.
- The bidder must ensure that the proposed solution supports customization for NeSL-specific use cases and includes seamless escalation to a human Relationship Manager (RM) with

complete context transfer of the ongoing interaction. This capability shall be a mandatory part of the technical compliance requirements.

- The bidder must provide comprehensive reporting and analytics capabilities, including detailed performance metrics, user interaction logs, and customizable dashboards. These shall form part of the mandatory technical compliance requirements to enable monitoring, auditability, and performance insights.
- 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
- The bidder must have implemented robust information security controls including encryption, access management, logging, and audit trails, and must possess valid security certifications such as ISO 27001 (or equivalent). These are mandatory technical compliance requirements and not subject to scoring.
- All criteria marked as mandatory technical compliance requirements shall be subject to documentary verification. Non-compliance with any of the above requirements will render the bid technically non-responsive and liable for rejection, irrespective of other qualifying parameters.

Notes:

1. The bidders should provide sufficient documentary evidence to support the eligibility criteria. NeSL reserves the right to reject any bid not fulfilling the eligibility criteria.
2. If in the view of bidder, any exemption / relaxation is applicable to them from any of the eligibility requirements, under any Rules /Process /Guidelines / Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule/ Process/ Guidelines/ Directives. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of his claim. The bid evaluation committee is empowered to take appropriate decision about the claim towards exemption/ relaxation of the bidder.
3. **Financial Stability Evaluation:** While Rs. 5 Cr aggregate turnover is the minimum pre-qualification criterion, additional points will be awarded during technical evaluation based on financial stability indicators including higher turnover, VC/PE backing, profitability, and market presence (refer Technical Evaluation Criteria for details).

4. Amendment to Bidding Documents

- a. At any time prior to the deadline for submission of bids, NeSL may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.
- b. The amendments to the RFP documents, if any, will be notified by release of Corrigendum Notice on <https://nesl.co.in/tenders/> against this RFP. The prospective bidders are advised to take due note of the amendments/ modifications while submitting their bids.
- c. If the bid document undergoes changes during the bidding period, NeSL may extend the last date of submission of bids, in order to give prospective bidders reasonable time to take into consideration the amendments while preparing their bids. Also, NeSL at its discretion may extend the deadline for the submission of bids if it thinks necessary to do so.
- d. The bidder may modify, withdraw or re-submit its bid, before the last date and time of submission of bids.

9. Submission of Bids

The bid should be submitted through e-mail to procurementgroup@nesl.co.in with "**251101-BID**" as part of the subject line within the specified date and time. The Technical (Annexure-I) and Financial (Annexure-II) bids should be submitted as two separate files (Zip or pdf file) properly named as "**251101-BID <Bidder Short Name>_Technical_Bid**" and "**251101-BID- <Bidder Short Name>_Financial_Bid**" in the email attachment. Both Technical and Financial bid files (zip/pdf) **must be password protected and ensure that passwords for Technical Bid and the Financial Bid are different.** The bids received without required attachments (Technical bid and financial bid) or bids received after the last date and time of submission as specified in "Key Events & dates" shall be rejected. Please note that the maximum size per email shall be restricted to below 20 MB. In case of bid having more than 20 MB, it has to be submitted as multiple email with suitable identifier in the subject line & file name.

10. Opening of Bids

Technical Bid opening

NeSL shall send invite to all participants in the RFP to participate in the Online Technical bid opening. The password for the Technical bid submitted as attachment to the email in Zip/pdf file shall be shared through online chat during Technical bid opening session. The response shall be briefly captured and displayed to the participating bidders. Representatives of participating bidder along with their OEM, with prior intimation shall only be allowed to participate in the Technical bid opening session.

Financial Bid Opening

The invite for participating in the Financial bid opening session shall be shared only to those bidders who are qualified in the evaluation of their technical bids submitted. The date and time of Financial bid opening shall be finalized based on the progress of the Technical bid evaluation. The password for the Financial bid submitted as attachment to the email in Zip/pdf file shall be shared through online chat during Financial bid opening session. The response shall be briefly captured and displayed to the participating bidders. Representatives of participating bidder with prior intimation shall only be allowed to participate in the Financial bid opening session.

The bidder shall be solely responsible for ensuring that the correct password is provided and that the file is accessible. In the event the bid document cannot be opened due to an incorrect password, corruption of the submitted file, or any other technical issue rendering the document inaccessible, the bid shall be liable for disqualification without any further consideration.

Bidders are requested to provide passwords for their bid documents **only when specifically sought by the NeSL team**, at the relevant phase. Sharing passwords in advance, or in any manner not in line with the instructions provided by NeSL, will lead to disqualification of the bid.

11. Bid Currency

Bidder shall offer the commercial rates for the requirement only in Indian Rupee (INR) for the requirement specified as per financial bid template.

12. Validity of Bids:

The bids submitted against this RFP shall be valid for a period of 180 days from the last date of submission mentioned in the RFP schedule.

(End of Section -I)

Section- II: Instructions to Bidders (ITB)

1. Locations for providing services and for Deployment of technology platform:

The bidder is required to provide the services primarily for NeSL Bengaluru and Mumbai locations. However, at the discretion of NeSL some of the services may be provided from off-site locations of the bidder either at Bengaluru or Mumbai. The deployments will be at data centres of NeSL currently at Hyderabad and Mumbai.

If the bidder has its own hosting or cloud infrastructure, they may propose the same, provided that:

- Adequate logical and network-level segregation is ensured;
- Dedicated resources are allocated exclusively for NeSL; and
- All security, compliance, and governance requirements specified in this RFP are fully met.

2. Project Duration:

The period of contract shall be for Five (5) years, commencing from the deployment of the service and shall include the following phases:

a. Implementation Phase:

Duration: Maximum of 6 months from the date of issuance of Purchase Order.

Activities: Design, development, customization, integration, user acceptance testing (UAT), and successful deployment of the Virtual Relationship Manager (VRM) solution.

b. Warranty / Hypercare Period:

Duration: 3 months post-Go-Live.

The Bidder shall provide support and resolve any defects or issues observed during live operations without any additional cost to NeSL.

c. Operations and Maintenance (O&M) Phase:

Duration: Remaining period after completion of the Warranty Period until the end of the 5-year contract term. This includes regular maintenance, updates, upgrades, issue resolution, and technical support.

NeSL reserves the right to extend the contract period beyond the initial term of 5 years on mutually agreed terms and conditions.

d. Service Level Agreement:

TSP must submit proposed SLAs and confirm acceptance of NeSL-defined/custom SLAs covering at minimum: monthly availability/uptime, incident response and mean time to repair/resolve (MTTR), change turnarounds for script/text updates, escalation paths, maintenance windows, reporting cadence, and service credits/penalties

3. Order Placements:

The Supply Order and payments shall be released by:

National E-Governance Services Limited

5th Floor, The Estate,

121, Dickenson Road,

Bengaluru – 560042

e-mail:- procurementgroup@nesl.co.in

4. Preparation of Bids

Bidder shall ensure that the bid documents submitted are clean, complete, and finalized.

The submission should not contain any corrections, comments, or tracked changes.

Bidders shall not amend, add, delete, or alter any clauses of this tender document.

5. Submission of Earnest Money Deposit (EMD) and Performance Security:

a) EMD:

The bidders, except Micro and Small Enterprises and PSU enterprises, are required to submit EMD amounting Rs. 2,50,000/- (Rupees Two lakhs fifty thousand only), along with the Bid. EMD should be in favour of National E-Governance Services Limited and should be payable at Bengaluru only. EMD can also be submitted in form of eBG (Using NeSL platform only), and it should be as per the format attached as Annexure 1. The bank and other details are given in the format. The eBG should have a claim period of one year beyond the validity of the BG. The EMD will be accepted in the form of A/C payee demand draft / fixed deposit receipt or bank guarantee (only e-BG using the NeSL platform) from a scheduled commercial bank for payment at their branch in Bangalore. EMD should remain valid for 45 days beyond the final bid validity period. It will be refunded to unsuccessful bidders within 30 days after award of contract to successful bidder. For the successful bidder, EMD would be adjusted against performance security. Bids received without EMD will be rejected. In case the successful vendor fails to submit Performance Security within 21 days of issue of offer letter by NeSL, the offer is liable to be withdrawn and EMD will be forfeited.

b) Performance Security:

Performance Security Bond is required to be submitted by successful bidders for 10% of total cost of work (One time plus O&M charges for 5 years including GST) The performance Security Bond will be accepted in the form of A/C payee demand draft / fixed deposit receipt or bank guarantee (only e-BG using the NeSL platform) from a scheduled commercial bank for

payment at their branch in Bangalore. Performance Security should be in favour of National E-Governance Services Limited and should be payable at Bengaluru only. However, eBG (Using NeSL platform only), should be as per the format attached as Annexure 2. The bank and other details are given in the format. The eBG should have a claim period of one year beyond the validity of the BG. The performance guarantee should remain valid for a period of 180 days beyond completion of contractual obligations of this contract (6 years and 3 months viz. 9 months upto stabilisation+5 year O&M+180 days)

6. Technical evaluation criteria:

NeSL shall evaluate the proposals submitted by the bidders based on a Quality-cum-Cost-Based Selection (QCBS) methodology, with a weightage of 70% for the Technical Proposal (including Demo/POC) and 30% for the Commercial Proposal. Only those bidders who score at least 50 points out of 100 in the Technical Evaluation shall be considered eligible for opening of their Commercial Bid.

Technical Bid Evaluation

Parameter	Maximum Points	Evaluation Details	Scoring Criteria	Supporting documents required
Relevant Experience and Past Implementations	15	- Number of AI-driven voice bot / VRM implementations in the last 3 years.	Past Implementations: - No past implementation → 0Points 1 project → 3 Points 2-3 projects → 6 Points 4-5 projects → 8 Points more than 5 projects → 10 Points	<ul style="list-style-type: none"> • Copy of Work Order / Purchase Order for each listed implementation. • Completion Certificate or Client Confirmation Letter specifying successful implementation. • 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

Parameter	Maximum Points	Evaluation Details	Scoring Criteria	Supporting documents required
				<p>NeSL to verify directly, may be submitted.</p> <ul style="list-style-type: none"> The documents must clearly establish the scope as "AI-driven voice bot / IVR / Virtual Assistant" implemented within the last 3 years.
		<p>- Size and complexity of projects handled</p>	<p>Experience with government / financial sector / regulated entities:</p> <ul style="list-style-type: none"> - No relevant experience → 0 Points - 1-2 projects → 2 Points 	<p>Project Scale Documentation:</p> <p>Detailed project scope documents highlighting complexity factors</p> <ul style="list-style-type: none"> Architecture diagrams showing system complexity and integration points Concurrent user capacity reports and load testing results Volume handling capability certificates with peak traffic metrics Multi-site implementation

Parameter	Maximum Points	Evaluation Details	Scoring Criteria	Supporting documents required
				certificates (if applicable) <ul style="list-style-type: none"> Integration complexity documentation (number of APIs, third-party systems)
		Customer References / Feedback	No feedback/reference; → 0 Points 1 reference with positive feedback; → 1 Points 1+ references with measurable outcomes (uptime, containment, CSAT) → 3 Points	Customer References: <ul style="list-style-type: none"> Minimum 2 customer reference letters on official letterhead CSAT scores or performance metrics documentation Third-party assessment reports (if available)
Company Financial Stability & Business Continuity	5	Assessment of company's financial health and business sustainability through multiple indicators	Scoring (Choose best 2 of 3 indicators): Indicator A - Revenue Strength: • Aggregate turnover ≥ Rs.	<ul style="list-style-type: none"> Audited financial statements (last 3 FYs) CA certificate for turnover VC/PE funding

Parameter	Maximum Points	Evaluation Details	Scoring Criteria	Supporting documents required
			<p>10 Cr (last 3 FYs) → 2 points</p> <ul style="list-style-type: none"> Aggregate turnover Rs. 5-10 Cr → 1 point <p>Indicator B - Business Backing:</p> <ul style="list-style-type: none"> VC/PE funding from recognized investors OR Profitability for last 2 consecutive years → 2 points <p>Indicator C - Market Presence:</p> <ul style="list-style-type: none"> Active paying enterprise clients ≥ 15 → 2 points Active paying enterprise clients 10-14 → 1 point <p>Bonus:</p> <ul style="list-style-type: none"> Company operational for ≥ 5 years → 1 point 	<p>documents OR Profitability certificate from CA</p> <ul style="list-style-type: none"> Client list with contact details and active contract proof Certificate of Incorporation showing company age
Solution Architecture and Technical Approach	15	- Overall architecture, scalability, and security.	<p>Architecture documentation quality:</p> <ul style="list-style-type: none"> Poor/insufficient → 0 Points Basic but adequate → 2 Points Well-designed, scalable, optimal use of modern AI technologies → 3 Points 	<ul style="list-style-type: none"> Architecture Documentation: Detailed system architecture diagrams with component descriptions Scalability testing reports and

Parameter	Maximum Points	Evaluation Details	Scoring Criteria	Supporting documents required
				<p>capacity planning documents</p> <ul style="list-style-type: none"> · 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>- Integration capabilities with APIs, and third-party systems.</p>	<p>API availability and documentation:</p> <ul style="list-style-type: none"> - No APIs → 0 Points - Basic APIs → 1 Points - Comprehensive set of APIs → 3Points 	<p>API and Integration Documentation:</p> <ul style="list-style-type: none"> · Complete API documentation with endpoints, methods, and parameters

Parameter	Maximum Points	Evaluation Details	Scoring Criteria	Supporting documents required
				<ul style="list-style-type: none"> · Integration architecture diagrams showing data flow · Supported protocol documentation (REST, SOAP, GraphQL, etc.)
		<p>- Implementation Approach & Timeline</p>	<p>Implementation methodology:</p> <ul style="list-style-type: none"> - No plan → 0 Points - Detailed phases, milestones → 2 Points <p>Implementation Timeline Commitment:</p> <ul style="list-style-type: none"> - 3-4 months → 3 Points - 4-5 months → 2 Points - 5-6 months → 1 Point - >6 months → Disqualified <p><i>Note: Committed timeline is contractually binding. Delay penalties as per Section-III SCC apply from committed date.</i></p>	<ul style="list-style-type: none"> · Resource allocation and team structure documentation · Risk assessment and mitigation strategies · Change management and communication plans
		<p>Concurrency and Volume Handling Capability</p>	<p>No details; → 0 Points</p> <p>Stated capacity only; → 1 Points</p> <p>Tested with reports + burst handling + 5-year scale plan. → 3 Points</p>	<ul style="list-style-type: none"> · Load testing reports showing concurrent user handling capacity · Volume handling specifications

Parameter	Maximum Points	Evaluation Details	Scoring Criteria	Supporting documents required
				<p>with peak traffic metrics</p> <ul style="list-style-type: none"> Burst handling capability documentation with stress test results
		Exception/Error Handling	<p>not addressed → 0 ; basic retries/message → 1; comprehensive handling with state persistence, scheduled callback, and error analytics → 3</p>	<ul style="list-style-type: none"> Comprehensive error handling framework documentation Exception logging and monitoring system specifications Retry mechanism and fallback strategy documentation
Functional Features & Compliance	20	- Multi-lingual capabilities.	<p>Multi-lingual capabilities: - Only Hindi & English → 1 Points - Hindi, English + regional → 3 Points - Hindi, English +2or more regional → 5 Points</p>	<ul style="list-style-type: none"> Complete list of supported languages with regional variants Voice recognition accuracy reports for each supported language Text-to-speech quality assessment reports

Parameter	Maximum Points	Evaluation Details	Scoring Criteria	Supporting documents required
		<p>- Conversational AI features based on context provided and natural dialogue handling.</p>	<p>Natural conversation handling, speech-to-text quality:</p> <ul style="list-style-type: none"> - Basic/Low accuracy → 2 Points - Moderate → 4 Points - Highly accurate, advanced NLP → 5 Points <p>Intelligent dialling, dynamic scripts, call retries:</p> <ul style="list-style-type: none"> - Basic outbound dialler → 1 Points - Some intelligent features → 3 Points - Advanced intelligent dialling with context-based scripts → 5 Points 	<ul style="list-style-type: none"> · Natural Language Processing (NLP) engine specifications · Speech-to-text accuracy reports with various accents and backgrounds · Intelligent dialling algorithm documentation · Dynamic script generation and management system specifications · Call retry logic and optimization strategies
		<p>- Customization capability for NeSL's use cases.</p>	<p>Escalation to human RM:</p> <ul style="list-style-type: none"> - Not available → 0 Points - Basic (manual) → 3 Points - Seamless with context transfer → 5 Points 	<p>Configuration management system documentation</p> <p>Custom workflow creation tools and capabilities</p> <ul style="list-style-type: none"> · Business rule engine specifications

Parameter	Maximum Points	Evaluation Details	Scoring Criteria	Supporting documents required
				<ul style="list-style-type: none"> · Seamless handoff mechanism documentation · Context transfer and conversation history preservation · Queue management and routing specifications · Agent dashboard and tools documentation
		<p>- Reporting and analytics capabilities.</p>	<p>Reporting & analytics dashboards:</p> <ul style="list-style-type: none"> - Minimal → 1 Points - Standard reports → 3 Points - Rich, customizable dashboards → 5 Points 	<ul style="list-style-type: none"> · Comprehensive dashboard and reporting system documentation · Real-time analytics and monitoring capabilities · Custom report generation tools and templates

Parameter	Maximum Points	Evaluation Details	Scoring Criteria	Supporting documents required
				<ul style="list-style-type: none"> Data export and API capabilities for reporting
Functional Features & Compliance	5	Product Roadmap	<p>not provided → 0; generic→2; 1-year view→3; 1-year with 3/6/9-month milestones plus 3-year themes→5.</p>	<ul style="list-style-type: none"> Detailed 1-year product roadmap with quarterly milestones 3-year strategic technology themes and directions Feature enhancement pipeline and timeline Technology upgrade and modernization plans
Team Profile and Resource Capability	5	- Qualifications, experience, and skills of proposed team members.	<p>Size , Experience and certifications of team members and availability will have maximum marks → 5</p> <p>It will be evaluated by company based on presentation and documents/certificates.</p>	<p>Profile with detailed work experience</p> <ul style="list-style-type: none"> Project management certification (PMP, PRINCE2, etc.) Relevant industry experience certificates

Parameter	Maximum Points	Evaluation Details	Scoring Criteria	Supporting documents required
				<ul style="list-style-type: none"> · Previous project success stories and references
		- Availability of resources for development, deployment, and support.		<ul style="list-style-type: none"> · CV/Resume with technical expertise details · Technical certifications and training records · Previous project technical leadership experience
Data Security and Compliance Approach	7	- Compliance with DPDP Act, and other applicable regulations.	<p>Compliance with data protection laws:</p> <ul style="list-style-type: none"> - Basic mention only → 1Points - Detailed compliance with IT Act → 5 Points 	<ul style="list-style-type: none"> · DPDP Act compliance framework and implementation guide · Data protection impact assessment (DPIA) reports · Privacy policy and data handling procedures
		- Security certifications and practices (e.g., ISO 27001).	<p>Security controls (encryption, logs, audit trails):</p> <ul style="list-style-type: none"> - Not implemented → 0 	<ul style="list-style-type: none"> · DPDP Act compliance framework and implementation guide

Parameter	Maximum Points	Evaluation Details	Scoring Criteria	Supporting documents required
			Points - Implemented → 5 Points	<ul style="list-style-type: none"> Data protection impact assessment (DPIA) reports Privacy policy and data handling procedures
	3	Security Certifications (Optional)	Industry certifications demonstrating security and quality maturity • ISO 27001 (Information Security) → 2 points • ISO 9001 OR CMMI Level 3+ → 1 point Note: Optional - companies without certifications can still qualify	<ul style="list-style-type: none"> Valid certification certificates <ul style="list-style-type: none"> Certification scope documents
Demo / Proof of Concept (POC)	25	Shortlisted bidders will be required to conduct a live demonstration of the proposed VRM solution. Evaluation will be based on: <ul style="list-style-type: none"> - Voice quality and naturalness - Ability to handle predefined conversation scenarios 	Methodology & Approach towards this scope of work and presentation → 25 maximum Based on evaluation by committee based on presentation	<ul style="list-style-type: none"> Detailed Presentation and PoC scope and objectives document Technical design and architecture for demonstration Test scenarios and success criteria definition

Parameter	Maximum Points	Evaluation Details	Scoring Criteria	Supporting documents required
		<ul style="list-style-type: none"> - Multi-lingual capability - Integration readiness 		<ul style="list-style-type: none"> · Data requirements and setup specifications
		<ul style="list-style-type: none"> - Reporting/dashboard interface 		<ul style="list-style-type: none"> · Test data preparation and configuration scripts · Performance monitoring and measurement tools setup
Total	100			

7. Financial Bid Evaluation

The bids of the bidders qualifying in stage 1 and stage 2 only will be allowed to participate in the stage 3, financial bid opening and evaluation process. The financial bid shall mandatorily be as per the template provided in Annexure-II. During the evaluation, the completeness of the bid document with respect to the template, inclusion of all Tax components, acceptance of RFP conditions etc shall be verified. The commercial score shall be as per formula given below.

$$CS = (LFB)/(FB)*100$$

- o CS = Commercial Score
- o LFB = Lowest Financial Bid value
- o FB= Financial Bid value

Commercial Evaluation Criteria

Parameter	Maximum Points	Evaluation Details
Total Cost of Ownership (TCO)	100	Bids will be evaluated based on TCO, which includes: <ul style="list-style-type: none"> - License or subscription fees - Development and implementation costs - Annual maintenance and support charges

	Parameter	Maximum Points	Evaluation Details
			- Any other recurring costs over the contract period. The lowest commercial bid shall be awarded the full 100 Points. Other bids shall be assigned points on a proportional basis as follows: Financial Score = (Lowest Bid Amount / Bidder's Quote) × 100
	Total	100	

Final Scoring

The final score for each bidder shall be calculated as follows:

$$\text{Final Score} = (\text{Technical Score} \times 0.70) + (\text{Financial Score} \times 0.30)$$

The bidder achieving the highest Final Score shall be selected as the successful bidder.

8. Placement of Order/s

NeSL will place order/s with the bidder securing highest CTFS, for providing required services. However, NeSL reserves the right and has sole discretion to reject the bid securing highest Combined Technical and Financial Score (CTFS).

In case, more than one bidder secure same Combined Technical and Financial Score (CTFS), NeSL reserves the right to place order on the bidder having higher turnover in last financial year i.e., 2024-2025.

NeSL reserves the right to place order/s on the sole bidder or the sole qualified bidder.

Before placement of order, the successful bidder is required to sign a Service Agreement (SA), a Non-Disclosure Agreement (NDA), Deed of Indemnity with NeSL and any such agreements as required. The terms and conditions of these agreements would be decided by NeSL except which have been decided in this document, before placement of order/s.

9. Purchaser's Right to amend / cancel

NeSL reserves the right to amend the eligibility criteria, commercial terms & conditions, Scope of Supply, technical specifications, etc., before the last date of submission of bids. The prospective bidders are advised to take due note of the amendments/ modifications while submitting their bids. NeSL reserves the right to cancel the entire tender without assigning any reasons thereof.

10. Corrupt or Fraudulent Practices

It is expected that the bidders who wish to bid for this project have highest standards of ethics. NeSL will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this RFP.

11. Interpretation of the clauses in the RFP Document

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this RFP Document, the interpretation of the clauses by MD & CEO, NeSL shall be final and binding on all parties.

(End of Section - II)

Section – III: Special Conditions of Contract (SCC)

1.Price:

- Bidder must quote in INR only and as per the table formats given in Section – V.
- The prices quoted must be inclusive of out of pocket expenses like transport, conveyance, lodging/boarding etc., - as applicable.
- The exact rate and amount of GST currently applicable must be mentioned in the Price Bid format'. The statutory taxes and duties applicable at the time of completion of activity shall be applicable. NeSL will not issue any exemption certificate.
- The bidder should exercise utmost care to quote the correct percentage of applicable GST. In case, due to any error/ oversight, the GST rate quoted by the bidder is different than the actual GST rate as per the tariff, the bidder will not be permitted to rectify the error/oversight. The orders/ contract will be placed with the GST rate quoted by the bidder or actual tariff rate, whichever is LOWER. The difference amount payable, if any, between the quoted GST rate and actual tariff rate shall be borne by the bidder by adjustment in the basic price.

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.

3.Change Orders

- The Vendor agrees that the requirements given in the RFP, are broad requirements and are in no way exhaustive and may be modified at the sole discretion of NeSL.
- It shall be the responsibility of the Vendor to provide the manpower having required qualifications and experience as stipulated in Section - V. The bidder will ensure that the manpower deployed on this project shall update their technical skills in accordance with technological advancements, if necessitated by the project requirements. This updating shall be carried out without a Change Order and without any time and cost effect to NeSL.
- 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.

- After award of contract during the execution phase, if project requires manpower having skill sets or area of expertise other than that mentioned in Section - V, NeSL may formally ask the selected bidder to quote the charges for this requirement. It is expected that the charges to be quoted by bidder for this requirement are reasonable and comparable with those already quoted for man-power with similar length of experience. NeSL reserves the right to negotiate these charges. In this case, NeSL shall initiate an appropriate change order process.

4. Technology Upgradation, Modernization, and Obsolescence Management

4.1 Mandatory Technology Upgradation:

The Vendor shall keep the VRM solution technologically current throughout the 5-year contract period at no additional cost to NeSL as part of O&M services, including:

- Regular upgrades to AI/NLP models, voice technologies, platforms, frameworks, cloud services, and underlying components
- Security patches and compliance updates
- Performance improvements and optimization
- Integration compatibility with evolving NeSL systems

4.2 End-of-Life (EOL) Technology Management:

If any technology component reaches EOL or becomes obsolete during the contract period, the Vendor shall:

- Notify NeSL within 30 days
- Migrate to current, supported alternative within 6 months at Vendor's cost
- Ensure zero business disruption and backward compatibility with existing data, integrations, and configurations

4.3 Technology Roadmap:

The Vendor shall submit:

- Annual technology upgrade roadmap (updated quarterly)
- 3-year strategic technology vision
- Quarterly upgrade report of all changes performed

4.4 Upgrade Requirements:

All technology upgrades shall:

- Be performed during off-peak hours with minimal disruption (max 4 hours/month)
- Require 7-day advance notice for planned maintenance
- Maintain or improve performance benchmarks (voice quality, accuracy, response time)
- Include rollback plan for immediate execution if issues arise

- Preserve 100% backward compatibility with existing data and configurations

4.5 Security Update Timeline:

- Critical/High severity: Within 7 days
- Medium severity: Within 30 days
- Low severity: Within quarterly cycle

4.6 Cost Boundaries:

Included in O&M (no extra cost): Version upgrades, EOL migrations, security updates, AI model improvements, platform/framework updates within same technology family.

May require Change Request: Fundamental architecture changes, new capabilities beyond RFP scope, major re-platforming requested by NeSL.

4.7 NeSL's Rights:

NeSL may withhold O&M payments or terminate contract if Vendor fails to address technology obsolescence or delays mandatory upgrades beyond agreed timelines.

5 .Selection of Personnel:

NeSL may evaluate the performance of the deployed resource any time before and/or during the project execution. NeSL reserves the right to select the persons to be deployed on the project through a structured procedure like written test and/or personal interview by experts from NeSL.

The selected resources would report to the person/persons nominated by NeSL during their working against this assignment. At the time of joining, the selected resources would sign on 'Code of conduct' form and NDA as prescribed by NeSL.

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.

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. 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.
- Nothing in Clause 6.1 as above shall in any way release the supplier from any warranty, penalty or other obligations under this RFP.

8. Payments:

- 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.
- 100 % of the payable amount thus calculated will be paid within 60 days from the date of submission of invoice.
- The recoveries and/ or penalties - if any, will be recovered from amount payable to supplier.

9. Penalties:

- If the selected bidder fails to deliver the VRM solution and complete implementation within the agreed project timeline a penalty of 0.5% of the Total Contract Value per week of delay, subject to a maximum of 10% of the Total Contract Value will be levied
- If service timelines on the part of selected vendor does not meet client expectations, NeSL will issue a 30 days' notice to vendor. If the issue is not resolved by the vendor within notice period, NeSL reserves the right to cancel the order.
- The delay in development / deployment attributed to NeSL, and due to the conditions arising out of Force Majeure will not be considered for the purpose of calculating penalties.

10. Jurisdiction

The disputes, legal matters, court matters, if any shall be subject to Bengaluru jurisdiction only.

11. Force Majeure:

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.

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.

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.

14.Termination:

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. 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.

15.Indemnity:

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 as such to any person/s.

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.

16. Assignment:

The supplier shall not assign, delegate or otherwise deal with any of its rights or obligation under this Contract without prior written permission of NeSL. The permission shall not be unreasonably withheld by NeSL.

If any time after award of order, for any reason, NeSL decides to assign the work (remaining work or part of it) to third party, the vendor should cooperate with NeSL by passing on all the relevant, complete and truthful details pertaining to the work, ensuring smooth transition.

17. Severability:

If any provision of this Contract is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of any other provision.

18. Non-solicitation

During the term of this Agreement and for a period of 12 months after the termination of this Agreement, either by efflux 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.

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.

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.

(End of Section - III)

ANNEXURE-I-TECHNICAL BID FORMAT

#	Parameter	Evaluation Details	To be filled in by bidder	Details of documents attached
1	Relevant Experience and Past Implementations	<ul style="list-style-type: none">- Number of AI-driven voice bot / VRM implementations in the last 3 years.- Size and complexity of projects handled		
2	Solution Architecture and Technical Approach	<ul style="list-style-type: none">- Overall architecture, scalability, and security.- Integration capabilities with APIs, and third-party systems.		
3	Functional Features & Compliance	<ul style="list-style-type: none">- Multi-lingual capabilities.- Conversational AI features based on context provided and natural dialogue handling.- Customization capability for NeSL's use cases.- Reporting and analytics capabilities.		
4	Team Profile and Resource Capability	<ul style="list-style-type: none">- Qualifications, experience, and skills of proposed team members.- Availability of resources for development, deployment, and support.		
5	Data Security and Compliance Approach	<ul style="list-style-type: none">- Compliance with DPDP Act, and other applicable regulations.- Security certifications		

#	Parameter	Evaluation Details	To be filled in by bidder	Details of documents attached
		and practices (e.g. ISO 27001).		
6	Demo / Proof of Concept (POC)	Shortlisted bidders will be required to conduct a live demonstration of the proposed VRM solution. Evaluation will be based on: - Voice quality and naturalness - Ability to handle predefined conversation scenarios - Multi-lingual capability - Integration readiness - Reporting/dashboard interface		
	Total			

SECTION : COMPANY FINANCIAL STABILITY INFORMATION

X.1 Financial Performance (Last 3 Financial Years: 2022-23, 2023-24, 2024-25)

Financial Year	Annual Turnover (Rs. Lakhs)	Profit/Loss (Rs. Lakhs)
2022-23		
2023-24		
2024-25		
AGGREGATE TURNOVER (3 years)		

Documents to attach:

- Audited Financial Statements (last 3 FYs)
- CA Certificate for aggregate turnover
- CA Certificate for profitability (if claiming points under Indicator B)

X.2 Business Backing & Funding (if applicable)

Has the company received institutional funding from recognized VC/PE investors?

- Yes No

If Yes, provide details:

Investor Name	Investment Amount	Investment Date	Current Status

Documents to attach:

- Investment agreements / Term sheets
- Cap table / Shareholding pattern
- Investor website/profile showing the investment

X.3 Market Presence & Client Base

Total number of active paying enterprise clients: _____

List of major enterprise clients (minimum 10, maximum 15):

Sr. No	Client Name	Industry	Contract Value (approx.)	Contract Period	Contact Person & Phone
1					
2					

Documents to attach:

- Purchase Orders / Contracts from listed clients
- Client reference letters (on client letterhead)
- Proof of active engagement (recent invoices/correspondence)

X.4 Company Age & Operational Track Record

Date of Incorporation: _____

Years of Operation: _____

Documents to attach:

- Certificate of Incorporation
- Company Registration Certificate

DECLARATION:

I/We declare that the information provided above is true and accurate. We authorize NeSL to verify the information with clients, investors, and regulatory authorities. We understand that providing false information may lead to disqualification.

Company Name: _____

Authorized Signatory: _____

Date: _____

Company Seal:

ANNEXURE-II: FINANCIAL BID FORMAT

INSTRUCTIONS FOR BIDDERS:

1. All amounts to be quoted in INR only
2. Fill all applicable fields - blank fields will be considered as "Nil" or "Included elsewhere"
3. Total Cost of Ownership (TCO) = Sum of all components over 5-year contract period

SECTION A: TOTAL COST OF OWNERSHIP (TCO) BREAKDOWN

#	Component	Description	Amount (INR)	Remarks
A	ONE-TIME IMPLEMENTATION COSTS			
A1	License/Software Costs	VRM solution licenses, third-party software		
A2	Development & Configuration	Custom development, system configuration		
A3	Integration Costs	API integration, system connectivity		
A4	Testing & UAT	User acceptance testing, quality assurance		
A5	Training & Documentation	User training, system documentation		
A6	Deployment & Go-Live	Production deployment, go-live support		
	Sub-Total A (One-time)			

B ANNUAL RECURRING COSTS (For 5 Years)

B1	Annual Maintenance & Support	Software maintenance, technical support		
B2	Subscription/SaaS Fees	Annual subscription, cloud hosting		
B3	Operations & Monitoring	System monitoring, performance management		
B4	Updates & Upgrades	Software updates, feature enhancements		
	Sub-Total B (Annual × 5 years)			

C OTHER COSTS

C1	Hardware (if required)	Servers, networking equipment		
C2	Infrastructure Setup	Data center, cloud infrastructure		
C3	Compliance & Security	Security audits, compliance certifications		
C4	Contingency/Miscellaneous	Any other costs not covered above		
	Sub-Total C (Other)			
	Total cost of work (A+B+C) (Excluding GST)			
	GST @__% (specify rate)			
	GRAND TOTAL (Including GST)			

SECTION D: PAYMENT MILESTONES

Payment Structure:

- One-Time Implementation Cost: 100% (Covers Implementation + Stabilization phase - approximately 9 months)

- Annual O&M Cost: SEPARATE & ADDITIONAL (Recurring charges for 5 years, billed quarterly, NOT included in the 100% one-time cost)

Important:

4. One-Time Implementation Cost (evaluated as 100% for milestone payments below)
5. Annual O&M Cost (separate recurring charge × 5 years)

One-Time Implementation Payment Milestones (100%)

Phase	Milestone	Payment %	Trigger	Acceptance
Implementation (6 months) — 90%	Contract Start	10%	<ul style="list-style-type: none"> • PO issued • Contract signed • Performance security submitted • Project plan approved • Kickoff completed 	<ul style="list-style-type: none"> • Contract pack • Approved project plan • Kickoff MoM recorded by NeSL
	Design Signoff	15%	<ul style="list-style-type: none"> • Solution design approved (architecture, integrations, security/data residency) • Call flows approved • UAT plan approved 	<ul style="list-style-type: none"> • Formal design approval • CISO/security sign-off by NeSL
	Build Complete Integrations	20%	<ul style="list-style-type: none"> • Core VRM built • Multilingual voice enabled • NeSL DB/CRM integration operational • Admin/reporting ready • Internal tests passed 	<ul style="list-style-type: none"> • Functional demo accepted • Internal test report accepted by NeSL

	UAT + Pilot Accepted	20%	<ul style="list-style-type: none"> • UAT sign-off • Pilot calls executed • RM call transfer verified • User training completed • Compliance checks cleared 	<ul style="list-style-type: none"> • UAT sign-off • Pilot report • Training records • Compliance validation accepted by NeSL
	Go-Live	25%	<ul style="list-style-type: none"> • Production deployed • Initial live batch executed • No critical issues • Hypercare in place 	<ul style="list-style-type: none"> • Go-live report with initial KPIs accepted by NeSL
Stabilization (3 months) — 10%	3-Month Stabilization Completion	10%	<ul style="list-style-type: none"> • 3 continuous months stable operations • Minimum volumes met • SLAs achieved • Warranty issues resolved 	<ul style="list-style-type: none"> • Monthly SLA dashboards • Stabilization/acceptance certificate issued by NeSL
TOTAL ONE-TIME IMPLEMENTATION COST		100%	Complete payment within ~9 months (Implementation + Stabilization)	
O&M Cost payable for 20 quarters in 5 years (1st quarter of O&M will start after stabilisation completion-tentatively after 9 months)			Within 60 days of acceptance of invoice to be raised after end of each quarter, subject to satisfactory performance certified by NeSL	

Payment Terms & Conditions:

➤ **One-Time Implementation Payment (100%):**

- Covers complete implementation and stabilization (approximately 9 months)
- Invoice to be raised upon completion of each milestone with supporting documentation
- Payment within 60 days from invoice submission, subject to acceptance by NeSL
- All milestone payments require written acceptance/sign-off from NeSL authorized representative

➤ **Total Contract Value Calculation:**

- Total Contract Value = One-Time Implementation Cost + (Annual O&M Cost × 5 years)
- Bidders must clearly specify both components in financial bid

➤ **Acceptance & Sign-off Requirements:**

- All payments require written acceptance/sign-off from NeSL authorized representative
- Supporting documentation must accompany invoice (reports, test results, MoMs, dashboards)
- No pending critical issues or unresolved defects at time of payment

➤ **Withholding Rights: NeSL reserves the right to withhold payment if:**

- Deliverables do not meet acceptance criteria
- Security, data residency, or compliance issues identified
- SLAs not met (especially for O&M quarterly payments)
- Critical defects unresolved beyond agreed timelines
- Voice quality or call performance below acceptable standards

➤ **Telephony/Communication Costs:**

- All outbound calling charges (telecom/carrier costs) must be included in quoted costs
- No separate billing for call volumes, call minutes, or telephony infrastructure
- Bidder must clearly state assumptions on monthly call volumes in financial bid
- If call volumes exceed stated assumptions by >30%, renegotiation clause may apply

SECTION E: BIDDER DECLARATION

I/We hereby confirm that:

1. The quoted Total Cost of Ownership covers all requirements mentioned in the RFP
2. No additional charges will be levied beyond the quoted amount except for change requests
3. The payment milestone structure can be negotiated as per NeSL's requirements
4. All costs are fixed for the entire 5-year contract period

Company Name: __

Authorized Signatory: __

Designation: _

Contact Details: __

Date: __

Company Seal & Signature: __

Note: This enhanced format maintains the original TCO evaluation structure while providing detailed breakdown for better comparison and evaluation.

ANNEXURE – A- Covering Letter

Date:

To:

MD & CEO

National E-Governance Services Limited (NeSL)

5th Floor, The Estate,

121, Dickenson Road,

Bengaluru – 560042

e-mail:- procurementgroup@nesl.co.in

Subject: Submission of the Bid for 'Providing IT resources for Maintenance and Support of the existing IU Software, Design, Development, Installation, Integration and Configuration of additional features and functionalities'

Dear Sir,

We, the undersigned, are pleased to offer to provide IT Services for Maintenance and Support of the existing IU Software and Design, Development, Installation, Integration and Configuration of additional features and functionalities to NeSL, in response to your RFP.

No: **NESL/VRM/05/RFP-VRM /2025-26/251101**

We are hereby submitting our bid in the manner prescribed in this bid document

We hereby declare that all the information and statements made in this bid are true and we accept that any misinterpretation contained in it, may lead to our disqualification.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our proposal valid for 180 days as stipulated in the RFP document.

We also undertake that we are not blacklisted or debarred from bidding process, by any Educational / R&D / Govt. Organization, as on date of submission of the bids and that there have been no regulatory actions initiated / pending against us as on the date of release of RFP.

We also undertake that, we shall not use the technology developed under this project for any reverse engineering purposes, for a period of at least one year from the date of completion of project deliverables. We agree that the IPR of the technology developed will vest with NeSL perpetually.

We understand you are not bound to accept any bid you receive.

The undersigned is authorised to sign this bid document. The authority letter to this effect is enclosed. Yours sincerely,

Authorized Signatory:
Name and Title of
Signatory: e-mail:
Mobile No:

ANNEXURE - B – Letter of Authority

(To be submitted on Letterhead)

Date:

To:

MD & CEO

National E-Governance Services Limited (NeSL)

5th Floor, The Estate,

121, Dickenson Road,

Bengaluru – 560042

e-mail:- procurementgroup@nesl.co.in

Subject: Authority Letter

Reference RFP. No: **NESL/VRM/05/RFP-VRM /2025-26/251101 dt.**_____

Dear Sir,

We, M/s _____ (Name of the bidder) having registered office at _____
(address of the bidder) herewith submit our bid against the said RFP document.

Mr./Ms. _____ (Name and designation of the signatory), whose signature is appended
below, is authorized to sign and submit the bid documents on our behalf against said RFP.

Specimen Signature:

The undersigned is authorised to issue such authorisation on behalf of us.

For M/s _____ (Name of the bidder)

Signature and company seal

Name

Designation

Email

Mobile No.

ANNEXURE – C: Documents Checklist for Bidder

SL. No	Documents to be Submitted	Submitted (Yes No)
1	Demand Draft / eBG for Rs. _____/- or exemption document for EMD	
2	Authority Letter as per Annexure – B	
3	A copy of Certificate of Incorporation, Partnership Deed / Memorandum and Articles of Association / any other equivalent document as applicable, showing date & place of incorporation and nature of business / activities.	
4	Copies of PAN and GST registration, MSME certificate if any	
5	All documents supporting minimum eligibility criteria and Technical Evaluation criteria	
6	Technical Bid Format duly filled duly protected by password	
7	Financial Bid Format duly filled duly protected by password (Password should be different from password for technical bid)	
8	Covering letter	

ANNEXURE – 1: Format of Bank Guarantee for EMD

[Date]

From:

Bank _____

To,

National E-Governance Services Limited (NeSL)

The Estate,

No. 121, Dickenson Road,

5th Floor

Bengaluru – 560042

Dear Sirs,

Whereas <<name of the bidder>> (hereinafter called 'the Bidder') has submitted the proposal against RFP No. _____, dated: _____ for Providing _____Services for _____(Description of the work) to National E-Governance Services Limited (NeSL).

The conditions of said RFP mention that the bidder shall submit Earnest Money Deposit of Rs. Rs._____/ - (Rs. _____) . M/s._____ (Name of bidder) has agreed to submit the Earnest Money Deposit in the form of Bank Guarantee on their part. M/s. _____ (name of bidder) holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantee as mentioned hereinafter.

We _____ (Name of the Bank), (hereinafter referred to as the "Bank"), do hereby undertake to pay to the NeSL forthwith on demand without any demur and without seeking any reasons whatsoever, an amount not exceeding Rs _____/- (Rupees _____ only) and the guarantee will remain valid up to a period of _____ days from _____(the last day for submission of application). It will, however, be open to the NeSL to return the Guarantee earlier than this period to the Applicant, in case the applicant has been notified by the NeSL as being unsuccessful.

In the event of the successful application, if the applicant fails to acknowledge and accept the Letter of Award of Empanelment from NeSL in accordance with the terms and conditions of the Empanelment Application, the EMD deposited by the applicant stands forfeited by the NeSL. We also undertake not to revoke this guarantee during this period except with the previous consent of the NeSL in writing and we further agree that our liability under the EMD shall not be discharged by any variation in the term of the said tender and we shall be deemed to have agreed to any such variation.

No interest shall be payable by the NeSL to the Applicant on the guarantee for the period of

its currency. Notwithstanding anything contained herein above:

Our liability under this Bank Guarantee shall not exceed and is restricted to

Rs..... (Rupees only)

This Guarantee shall remain in force up to and including _____ .

Unless the demand/claim under this guarantee is served upon us in writing before _____

*all the rights of NeSL under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

Dated this _____ day of _____(year)

For the Bank of _____

(Agent/Manager)

Notes:

* Claim period will be additional from the date of validity of bank guarantee under b) above

Bank account details for NeSL

National E-Governance Services Limited

Canara Bank

Cantonment Branch

A/c no: 0404214000030

IFSC no: CNRB0000404

ANNEXURE – 2 Format of Bank Guarantee for Performance Security

(On non-judicial paper of appropriate value)

Bank Guarantee No. _____

[Date]

From: Bank _____

To,

National E-Governance Services Limited (NeSL)

The Estate, No. 121, Dickenson Road, 5th Floor

Bengaluru – 560042

Dear sirs,

This has reference to the contract / Order No. ___ Dated ___ been placed by National E-Governance Services Limited (NeSL) on M/s__ (Name & Address of vendor) for Providing(Description of work) to National E-Governance Services Limited (NeSL)

The conditions of this order provide that the vendor guarantees successful and satisfactory performance of the software developed and/ or deployed, as per the requirements stipulated in this document and provide the warranty support as stipulated in the order/contract.

M/s (Name of Vendor) has accepted the said *Purchase Order / Contract* with the terms and conditions stipulated therein and have agreed to issue the Performance Security in the form of Bank Guarantee on their part, towards promises and assurance of their contractual obligations vide the said Contract/Order. M/s. ___ (name of vendor) holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

We (hereinafter referred to as the "Bank") hereby undertake to pay to NeSL on demand without any demur & without seeking any reasons whatsoever, an amount not exceeding Rs- ---/- (Rupees ---only) and the guarantee will remain valid for a period

Wedo hereby undertake to pay the amounts due & payable under this Bank Guarantee without any demur, merely on a demand from NeSL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Applicant.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. -----/- (Rupees-----).

We, the said Bank, further undertake to pay to NeSL any money so demanded notwithstanding any dispute or disputes raised by the Applicant in any suit or proceeding pending before any Court or Tribunal or Board relating thereto, our liability under this Guarantee being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder, and the Applicant shall have no claim against us for

making such payment.

We further agree that the Guarantee herein contained shall remain in full force and effect during the period of Empanelment for Platform for Distressed Assets by NeSL, and it

shall continue to be enforceable till all the dues of the NeSL have been fully paid, and its claims satisfied or discharged, or till NeSL certifies that the obligations of the Applicant have been fully and properly carried out by the said Applicant, and accordingly discharges this Bank Guarantee.

We further agree with NeSL that it shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Empanelment or to extend time of performance by the said Applicant from time to time or to postpone for any time or from time to time any of the powers exercisable by NeSL against the said Applicant, and to forbear or enforce any of the terms and conditions relating to the said Empanelment, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Applicant or for any forbearance, act of omission on the part of NeSL or any indulgence by NeSL to the said Applicant or by any such matter or thing whatsoever which under the law relating to sureties shall, but for this provision, have effect of so relieving us.

This Guarantee shall not be discharged due to the change in the constitution of the Bank or the Applicant.

Welastly undertake not to revoke this Guarantee except with the previous consent of the NeSL in writing.

This Guarantee shall be valid up tounless extended on demand by the NeSL. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. -----/- (Rupees --- only), and unless a claim in writing is lodged with us by NeSL within* all our liabilities under this Guarantee shall stand discharged.

Dated the day of.....

For

(Indicate the name of the Bank)

Notes: Amount of bank guarantee is% of the total amount of Table – 1, Section – V including GST.

* Claim period shall be minimum from the end of the validity of bank guarantee

Bank account details for NeSL: National E-Governance Services Limited, Canara Bank, Cantonment Branch. A/c no: 0404214000030, IFSC no: CNRB0000404.

ANNEXURE – 3 - Non-Disclosure Agreement

This Non-Disclosure Agreement (hereinafter called "Agreement") is made at ---- on this _____ day of , 2023.

Between

-----ITED a company incorporated under Companies Act, [●], CIN [●] and having its Registered Office at [●], hereinafter referred to as "-----" (Which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and) of the First Part

And

-National E-Governance Services Limited, a company incorporated under Companies Act, 2013 having CIN U72900MH2016GOI282855 and having its Registered Office at 4th Floor, Gresham Assurance House, Sir PM Road, Fort, Mumbai- 400 001, and having its administrative office at The Estate, No. 121, Dickenson Road, 5th Floor, Bangalore – 560 042, hereinafter referred to as "Client" (which expression shall unless repugnant to the context or contrary to the meaning thereof, be deemed to mean and include its affiliates, subsidiaries, successors in business and permitted assigns) of the Second Part

Hereafter, ----- and the Client shall be individually referred to as "Party" and collectively as the "Parties". For the purpose of this Agreement, the Party which discloses any information shall be referred to as the "Discloser" and the Party receiving such information shall be referred to as the "Recipient".

Whereas the Parties wish to enter into discussions regarding the products and business of -- ----- ("Purpose") in order to enable the Client to consider availing services from --- and during such discussion Discloser shall be divulging certain Confidential Information (as defined herein below) of the Discloser and in consideration of the disclosure of such Confidential Information (defined herein below) to the Recipient, the Recipient agrees to keep the Confidential Information confidential in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties hereto agree as follows:

"Confidential Information" means all information and/or data of a non-public, proprietary and/or confidential nature, whether written, electronic or recorded in any other media, as well as orally transmitted information, provided that any Confidential Information in tangible form shall be marked or otherwise identified as being proprietary and/or confidential, and if disclosed orally it shall be identified as confidential at the time of disclosure and summarized in writing and provided to the Recipient within thirty (30) days of such disclosure. Such Confidential Information shall be deemed to include any information or data relating to intellectual property, patent, copyright, proprietary information, methods, inventions, know-

how, trade secrets, research and development, software, programs, software source documents and formulas related to the current, future and proposed products and services of Discloser, business details and plans, operational matters, strategic plans and marketing information, methods, ideas, concepts, algorithms, technology, products, services, financial statements, forecasts, names of contacts,

potential and existing customer lists and billing details (including, the identity of and information relating to customers), projects, sales, processes, sources of supplies, pricing methods, costs, personnel, and any other data and/or information, in any format, heretofore or hereafter acquired, used or prepared by and/or for Discloser or any of its affiliates, and any other information which Discloser provides to Recipient or Recipient otherwise learns from Discloser in connection with the Purpose which is specifically designated by the Discloser as confidential. Confidential Information shall also include the fact that discussions or negotiations are taking place and the terms of any oral or written proposal with respect to any possible transaction.

Information not categorized as "Confidential Information"

The obligation imposed, under this Agreement, on Recipient shall not apply to information which:

Recipient can demonstrate, by prior existing records, was within Recipient's legitimate possession prior to the time of disclosure; was within the public domain / public knowledge prior to disclosure, or comes into the public domain / public knowledge through no wrongful act, fault, negligence or breach of this Agreement on the part of the Recipient; is independently developed by the Recipient without reference to or reliance upon Confidential Information of the Discloser;

is or becomes lawfully available to Recipient on a non-confidential basis from an independent third-party source (after diligent inquiry) who is free to divulge such information.

Provided, the Receiving Party understands and agrees that:

Any information known only to a few people to whom it might be of commercial interest and not generally known to the public is not public knowledge;

A combination of two or more parts of the Confidential Information is not public knowledge merely because each part is separately available to the public.

Permitted Disclosure. The prohibitions against disclosure of Confidential Information set forth in this Agreement shall not apply to: (a) Confidential Information that was already known to Recipient at the time when Recipient received the Confidential Information from Discloser; (b) Confidential Information that was disclosed to Recipient by a third party having the lawful right to disclose that Confidential Information; (c) Confidential Information that had been available to the public at the time Recipient received that Confidential Information, or

subsequently lawfully became available to the public otherwise than by a breach of this Agreement by Recipient, its employees, Representatives or anyone acting on its behalf; and (d) Confidential Information that Recipient was required to disclose pursuant to judicial action or decree having jurisdiction over Recipient, or pursuant to any requirement of any governmental agency or authority having jurisdiction over Recipient, but only so long as, prior to making the disclosure, Recipient gives Discloser, to the extent permitted under applicable law, a written notice of the requirement that the Recipient is under an legal obligation to disclose the Confidential Information and provide Discloser with the opportunity to challenge that requirement. The preceding exceptions, however, shall not apply to any specific information merely because it is included in more general non-confidential information, nor to any specific combination of information merely because individual elements, but not the combination, are included in non-confidential information.

Confidentiality and Non-Disclosure Obligations

Recipient acknowledges that the Discloser's Confidential Information is a special, valuable and unique asset of Discloser and is Discloser's sole and exclusive property. Recipient therefore declares and undertakes as follows: (i) keep at all times in the strictest confidence and trust any and all Discloser's Confidential Information; (ii) not, at any time, disclose, reveal, use, communicate, transmit, or otherwise release or duplicate, in any manner whatsoever, directly or indirectly, in whole or in part, any Discloser's Confidential Information received by it unless otherwise permitted under this Agreement; (iii) not to use any Discloser's Confidential Information other than within the framework of the Disclosure Purpose; provided, however, that Recipient may reveal Discloser's Confidential Information to those of its and its affiliates employees, directors, officers and consultants (hereinafter: "Receiving Party's Representative") with a need to know the Discloser's Confidential Information for the Disclosure Purpose and who are informed of the confidential nature of Discloser's Confidential Information and provided that such Recipient's Representatives agree in writing, prior to such disclosure, to be bound by restrictions consistent with and at least as protective as those set forth herein. By signing this Agreement Recipient agrees to be responsible for any breach of this Agreement by any of its Representatives; (iv) Recipient will take or cause to be taken all reasonable measures to ensure that the Discloser's Confidential Information received by it is strictly protected against any unauthorized disclosure to any individual or entity, and against any reproduction, duplication, analysis or use, and in any event shall apply at least the same degree of care that Recipient applies to protect Recipient's Confidential Information of a similar nature and value; and (v) not disclose Discloser's Confidential Information to any other third party without the prior written approval of Discloser.

Recipient shall promptly notify Discloser upon discovery of any unauthorized use or disclosure of Discloser's Confidential Information.

Ownership and Return of Confidential Information.

This Agreement shall in no way be construed as granting of a license by Discloser to the Recipient, either directly or indirectly, or other rights in or to any Discloser's Confidential Information or to any trademark patents, potential patents or patent applications, copyright, or any other intellectual property right ("Intellectual Property Right"). Recipient agrees that Discloser's Confidential Information is and will remain the sole property of Discloser, and all such Confidential Information in any tangible form or media and copies thereof will be, upon Discloser's request, either returned to Discloser or completely destroyed. The obligation with respect thereto will apply to all work sheets prepared by Recipient using or containing any Discloser's Confidential Information. Furthermore, Recipient agrees to permanently erase or delete any such Confidential Information stored electronically, magnetically, or otherwise on machines or devices, immediately upon request by Discloser, and shall confirm to Discloser in writing that the destruction or erasing has been done in full.

Both Parties agree that Client shall hold the proprietary rights over its Confidential Information and ----- shall hold the proprietary rights over its Confidential Information, technology it is developing including UV, ID Verification and Digital Contract Execution. This agreement shall in no way be considered as a transfer, assignment, or license of the respective rights over any intellectual property being owned, developed or being developed by ---.

The destruction, erasing or return of the said Confidential Information pursuant to this Section shall not affect the remaining obligations of the Recipient under this Agreement.

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.

Discloser does not warrant, represent, assure or guarantee the accuracy or correctness of the Confidential Information as made by the Discloser. Further, any information exchanged between the Parties is provided on "as is" basis.

Arbitration clause: If any dispute arises between the parties hereto during the subsistence of this Agreement or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to a sole arbitrator, under the Indian Arbitration and Conciliation Act, 1996. Arbitration shall be held in Pune, India. The arbitrator's award shall be final and binding on the parties.

The disclosure of Confidential Information does not, and is not intended to represent a commitment by the Parties to enter any business relationship with the other Party or with any other entity. If the Parties desire to pursue business opportunities, they will execute a separate written agreement to govern such business relationship.

It is understood and agreed that because of the unique nature of the Confidential Information, a violation of this Agreement would cause irreparable harm to the Discloser for which

monetary compensation would not be a sufficient remedy. The Discloser shall be entitled to seek specific performance of the Recipient's obligations under this Agreement, as well as injunctive relief to restrain any continuing or further breach by Recipient without the necessity of proving any actual damages sustained by the Discloser, and without the requirement of bond or security, as a remedy for such breach, without prejudice to any other rights or remedies available to the Discloser under the applicable law. Recipient shall reimburse, indemnify, and hold harmless the Discloser from and against any damage, loss or expense incurred by the Discloser as a result of the breach of the terms of this Agreement by Recipient or its Representatives.

Governing Law and Jurisdiction

The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of India.

Subject to the provisions of Arbitration clause, the Parties agree to submit to the jurisdiction of a court of competent jurisdiction at [●], India and to comply with all requirements necessary to give such court the jurisdiction.

Miscellaneous

No failure or delay by the Discloser 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 or enforcement of any other right, remedy or power.

This Agreement shall not be assignable or transferable by either Party without the written consent of the other Party.

This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement between the Parties with respect to the subject hereof. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of each Party and no failure or delay in enforcing any right will be deemed a waiver.

In the event that any of the provisions of this Agreement shall be held by a Court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

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.

The Recipient shall not export, directly or indirectly, any technical data acquired from the Discloser pursuant to this Agreement or any product utilizing any such data to any country for which the Indian government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

Any notices or communications required or permitted to be given hereunder may be delivered

by hand, deposited with a nationally recognized overnight carrier, electronic mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case to the address of the other Party indicated below. All such communications and notices shall be deemed to have been given and received (i) in the case of personal delivery or electronic mail, on the date of such delivery, (ii) in case of delivery by a nationally recognized overnight carrier and by mailing, within a reasonable period of such mailing.

Address of the Recipient: [●]

Address of the Discloser: [●]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, whose signatures appears below and who have been and are on the date of the Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

EXECUTED as an Agreement.

SIGNED for and on behalf of)

by its duly authorised representative))

Signatory

SIGNED for and on behalf of)

Client) by its duly authorised representative)

Signatory

(End of Document)