National E-Governance Services Limited

5th Floor, 'The Estate',

121 Dickenson Road,

Bengaluru – 560 042

REQUEST FOR PROPOSAL

FOR

"Procurement of Legal Services"

No: NESL/LEGAL/01/RFP-RETAINER/2026-27/260701

23rd July-2026

CONTENTS

1. Invitation to Bidders

National E-Governance Services Limited (NeSL) publishes this Request For Proposal (RFP), inviting reputed entities with proven skills and experience to submit their proposal/bid for **"procurement of Legal Services"**. NeSL shall not have any contractual obligation whatsoever until issue of PO to the successful bidder(s) and/or signing of an Agreement and NDA as per Annexure-E and F in this regard. The bidders are advised to read the RFP document carefully and furnish the details and documents as sought in the RFP. All further corrigendum / amendments shall be published only on NeSL website. Bids with a shortage of proper supporting documents shall be treated as non-responsive and be liable to be rejected.

2. Contact Information

National E-Governance Services Limited

5th Floor, 'The Estate',

121 Dickenson Road,

Bengaluru – 560 042

E-Mail: **procurementgroup@nesl.co.in**

3. Key Events & Dates

Event	Target Date
Publishing of RFP	23rd July, 2026
Last date to send in requests for clarifications on the tender document	28th July, 2026
Pre-bid Meeting (Online)	30th July, 2026, 4:00 P.M.
Response to Pre-Bid Clarifications / Corrigendum (if any on the website)	7th August, 2026
Last date and time of submission of bids	17th August, 2026, 5:00 P.M.
Date and time of opening of Technical bids	18th August, 2026, 4:00 P.M.
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

4. About NeSL

NeSL is India's first Information Utility (IU) and is registered with the Insolvency and Bankruptcy Board of India (IBBI) under the provisions of the Insolvency and Bankruptcy Code, 2016 (IBC). The company has been set up by leading banks and public institutions. NeSL serves as a repository of financial information pertaining to any debt/claim, as submitted by the financial or operational creditor and verified and authenticated by the parties to the debt.

To support the dematerialization of contracts, NeSL initiated Digital Document Execution (DDE), which is an API based platform for paperless execution and storage of debt related documents and documents covering requirement of financial service providers(FSPs) and department of State & Central Government, which reduces time and costs besides enhancing the customer experience, thereby enhancing the 'Ease of Doing Business' especially in times where timely availability of credit is the need of the hour for businesses. The contract execution process in the DDE platform collapses several steps and is seamless, online and real-time in conjunction with the extant technology of Service Providers for the E-sign and the Stock Holding Corporation (SHCIL - CRA) or the GRAS system of respective state governments for the Digital E-stamping.

NeSL has also launched the Electronic Bank Guarantee (e-BG) platform which eliminates the physical documentation usually associated with issuance of BG. This is enabled through e-stamping, e-signing, hosting of the final electronic BG on the NeSL portal and intimation of final BG to the beneficiary. NeSL e-BG supports the complete life-cycle of Bank Guarantee starting from initiation, issuance, amendments, extension, invocation/closure etc.

5. Scope of Work

The Law Firm will be expected to provide end-to-end legal support, strategic advice, and representation. The Scope can be broadly categorized into following 2 segments: -

A. Advisory Services

- **Insolvency & Bankruptcy:** Provide counsel on the Insolvency and Bankruptcy Code, 2016 (IBC), IU Regulations, and Technical Standards guidelines issued by the IBBI.

- **Digital Governance & Data Protection:** Structuring, reviewing, and validating data principal consent frameworks, data processing agreements, and cross-border or localization hurdles under the Digital Personal Data Protection Act, 2023 (DPDPA).
- **E-Governance & IT Law:** Draft and vet legal architectures for digital integrations, e-Stamping partnerships, e-Sign integrations, and high-value technical RFPs.
- **Intellectual Property Rights (IPR):** Safeguard NeSL's perpetual ownership and proprietary rights over its customized software, platforms, database architectures, and trademarks.
- **Labor & Employment:** Advise on employment contracts, workplace regulations, POSH compliance, gratuity matters, and labor disputes.
- **Stamp & Registration Acts:** Interpret the applicability of stamp acts, article codes, and state/central government orders across DDE platforms.
- **General Corporate:** Provide legal and regulatory guidance ensuring compliance under the Companies Act 2013, Income Tax Act, GST Act, and other relevant statutory and regulatory frameworks, including any amendments, notifications, circulars, updates, and compliance obligations arising thereunder.

B. General Corporate, Policy & Board Support

- **Contract Vetting:** Review, draft, and negotiate Master Service Agreements (MSAs), Service Level Agreements (SLAs), NDAs, tripartite bank/FSP agreements, SSPA, M&A frameworks, and T&M agreements.
- **Internal Governance:** Draft and vet internal organizational policies aligned with Corporate Laws and the Information Security Management System (ISMS) framework.

6. Prebid Meeting:

A Pre-bidding meeting would be held online on the date specified in section 3. Hence interested bidders may convey their email id to NeSL for sharing link to join the meeting. Only the entities to whom password will be shared upon their request, would be able to attend this meeting.

7. Selection Procedure

The Company proposes to select one law firms through this RFP. The selection procedure comprises a three-stage process viz., fulfilment of pre-qualification criteria, Technical Bids evaluation and Financial Bids evaluation.

Stage 1

In the first stage, the bidders shall fulfil the minimum required pre-qualification (PQ) criteria specified in Section 8. 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 as detailed in section 8. 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 as per the evaluation criteria specified in Section 9 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 bidders needs to score a minimum of 50% marks to get qualified for the commercial bid stage (Stage 3).

Stage 3

Financial bid evaluation will be conducted as per formula given in section 12 for the Commercial Scores (CS), from which the Combined Technical and Commercial Score (CTCS) will be computed as per Section-12. The bidder who earns highest CTCS (Rank 1) shall be identified as successful bidder for being selected for this work, 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

The bidders must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the Annexure-1 Part-A of the RFP document. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the RFP document. The invitation to bid is open to all bidders who qualify the eligibility criteria as given **Annexure-1 Part-A**:

9. Technical Bid Evaluation:

During Technical evaluation, the technical score (TS) shall be awarded to the bidders for each criterion given in **Annexure-1 Part-B**, by Tender Evaluation Committee based on documents/presentation submitted with the bid. Bidders shall provide necessary supporting documents against each Criteria. The bidders shall obtain minimum 50 % marks in this phase to get qualified for the financial bid opening and evaluation.

TS = Total Technical score obtained in the Technical evaluation.

10. 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-2.** During the evaluation, the completeness of the bid document with respect to the template, acceptance of RFP conditions etc shall be verified. The commercial score shall be as per formula given below.

CS = (LFB)/(FB)*100

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

11. Final Evaluation

The scores obtained by the participating bidders in the Technical bid evaluation and Financial bid evaluation will be used in the final evaluation. In order to compute the final score (Combined Technical and Commercial Score (CTCS)), marks obtained in technical and Financial bids evaluation will be assigned a weightage of 60 and 40 respectively i.e., in a ratio of 60:40.

CTCS = 60%*TS + 40%*CS

- CTCS = Combined Technical and Commercial Score
- TS = Technical score
- CS = Commercial score

The bidder who earns highest CTCS (Rank 1) shall be identified as successful bidder for being selected for this work, 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."

12. Clarification on RFP

Any clarification sought on the RFP shall be sent through e-mail to procurementgroup@nesl.co.in with "**BID NO.260701-QUERY**" as part of the subject line, latest by the date and time specified in "Key Events & dates". Any query received post last date specified shall not be entertained and NeSL reserves the right to not respond to such queries.

13. Project Duration:

The contract period would be 2 years from the date of start, which can be further extended upto one year on the same terms and conditions, subject to satisfactory performance of the vendor.

14. 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 Lakh (Rupees Two Lacs only) along with the Bid. EMD should be in favour of National E-Governance Services Limited and should be payable at Bengaluru only. However, if EMD is submitted in form of eBG (Using NeSL platform only), it should be as per the format attached as Annexure C. 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. However, with the extension of date of submission of bid the validity period will be automatically extended and vendor will be required to extend the validity of EMD. It will be refunded to unsuccessful bidders within 30 days after award of contract to successful bidder and for the successful bidder, it 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 the successful bidder for 10% of the contract value plus GST thereon. The performance Security Bond will be accepted in the form of A/C payee demand draft / fixed deposit receipt or bank guarantee (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 D. 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 the completion of contractual obligations of the vendor. In case of extension of currency of contract, the performance guarantee would also be extended accordingly.

15. Termination of Engagement:

In case of inordinate delay in completion of the project, on the part of Vendor, NeSL has the right to terminate the engagement after giving 30 days'notice. In this regard, the decision of NeSL will be final.

16. Submission of Bids:

The bid should be submitted through e-mail to procurementgroup@nesl.co.in with "**BID No.**" 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 **"BID NO.260701-BID <Bidder Short Name>_Technical_Bid"** and **"BID NO.260701<Bidder Short Name>_Financial_Bid"** in the email attachment. Both Technical and Financial bid files (zip/pdf) **must be password protected**. 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.

a. a) Pre-qualification (PQ) Criteria

- Bidder shall verify and ensure to submit required details/documents in order to prove pre-qualification (PQ) criteria as given in section 8 of the document.
- Undertaking on Bidder letterhead on non-blacklisting blacklisted/suspended by any Central or State Govt. Organizations or debarred from bidding process.

b. b) Technical Bid

Technical bid shall broadly have the following sections.

- Supporting documents in order for the award of marks as per the Technical Bid evaluation criteria given in section 9.
- Project introduction.
- Background of the bidder.
- Understanding of NeSL's requirements as per Scope of Work in the RFP.

c. c) Financial bid

- Financial bid shall be submitted in pdf format as per the template given in Annexure-2.

17. Opening of Bids

a. Technical Bid opening

NeSL shall sent 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 participated bidder along with their OEM, with prior intimation shall only be allowed to participate in the Technical bid opening session.

b. 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 participated bidder with prior intimation shall only be allowed to participate in the Financial bid opening session

18. 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.

19. Payment Terms:

The invoice, with GST if applicable, will be raised by the selected bidder on monthly basis and payment will be made within 45 days of acceptance of the invoice.

20. Non-disclosure and Service Agreement:

A Non-Disclosure and Service Agreement shall be signed as per Annexure E & F. No request for changes to the terms and conditions shall be entertained unless mutually agreed upon by the parties.

Annexure-I-Technical Bid format

Part-A : PQ criteria

S.No	Field	Criteria	Document required	Yes/No
1	Relevant Experience	Must have at least 3 active retainerships with Public Sector Undertakings (PSUs) and Financial Institutions, or large corporate entities in the tech/regulated services sector within the last 5 years.	Undertaking on the letter head of entity detailing list of such assignments	
2	Financial Turnover	Minimum average annual turnover of Rs.1.50 Crores during the last 3 financial years from the advisory service.	CA certificate or CA Audited Accounts showing turnover	
3	Office Presence	Must have a fully functional, well-established office in New Delhi, Mumbai and Bangalore	Registration Certificate showing address of the entity.	
4	Clean Track Record	The firm must not be blacklisted or debarred by any government body, regulator, or corporate entity.	Undertaking as per Annexure-A Covering Letter	
5	Entity Type	Must be a registered Partnership Firm/LLP/Company operating at least 10 years	A Copy of relevant registration document.	

Part-B: Technical criteria

Sr.No.	Criteria	Marks	Documents required
1	**Firm Profile & Institutional Capability**	**Years of Standing (Max Marks:20)**	**Registration certificate from Bar Council**
		10 to 15 years: (5 Marks)	
		15 to 20 years (10 Marks)	
		More than 20 years (20 Marks)	
2	**Financial Turnover**	**Annual average turnover from advisory services during last 3 financial years (Max 20 Marks):** Above Rs.1.50 Crores and upto Rs.3.00 Crores : 5 Marks Above Rs.3.00 Crores and upto Rs.4.50 Crores : 10 Marks	CA certificate or CA Audited Accounts showing turnover

		Above Rs.4.50 Crores and upto Rs.6.00 Crores : 15 Marks Above Rs.6.00 Crores : 20 Marks	
3	**Geographical Spread & Infrastructure**	Evaluation of the firm's pan-India presence and digital infrastructure for seamless remote collaboration. **(Max Marks:20)** If presence in less than 5 states: 5 Marks If presence in 6 to 10 states: 10 Marks If presence in more than 10 states; 20 Marks	Registration Certificate showing address of the entity.
4	**Relevant Domain Expertise**	**Max Marks: 20 Marks**	
		Corporate & Commercial Law: Entities who have completed 5 assignments during last 3 Financial years. Demonstrating experience in high-stakes contract vetting and corporate restructuring.: **5 Marks**	**Undertaking on the letter head of entity detailing list of such assignments**
		Data Protection & Tech Regulations: Entities who have completed 5 assignments during last 3 Financial years with Specialized experience in IT laws, data privacy frameworks (specifically DPDPA), and digital service compliance: **5 Marks**	**Undertaking on the letter head of entity detailing list of such assignments**
		Insolvency & Banking Laws: Entities who have completed 5 assignment during last 3 Financial years with Proven track record of handling matters related to the Insolvency and Bankruptcy Code (IBC) or banking regulations: **10 Marks**	**Undertaking on the letter head of entity detailing list of such assignments**
5	**Resource Adequacy & Team Composition**	**Resource Adequacy & Team Composition (Max. 20 Marks)**	
		Lead Partner Profile (5 Marks): Qualifications and experience of the designated Lead Partner (minimum 15 years of experience required for being Lead Partner)	**Profile of the leading partner**
		Dedicated Team Strength (Max. 15Marks): Senior Counsels: 1 Mark per counsel (Max: 10 Marks) Junior Counsels: 0.5 Mark per counsel (Max: 5 Marks)	**Profile of the Counsels**

6	**Clarity of the firm's understanding**	**Presentation (Max. 50 Marks):** Clarity of the firm's understanding of the company's specific operating ecosystem during the technical pitch, which would be assessed by the Technical Evaluation Committee	**Presentation to be made by bidder before tender evaluation committee on the date and time to be intimated later on.**
		Total Maximum Marks	**150 Marks**

Annexure-2-Financial bid Format:

S.No.	Particulars	Rate (excluding GST)	Amount (excluding GST)
1	Fixed Monthly Retainership fee upto 35 hours for all type of assignments.		
2	Per Hour Charges beyond 35 hours in a month for all type of assignments.		

(*) fee should be inclusive of travelling cost, boarding-lodging and any other out of pocket expenses.

(**) un-utilized fixed hours in a month shall be carried forward and accumulated for subsequent period during the contract period and also in the extended contract period.

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 '**Procurement of services for Legal Services**

Dear Sir,

We, the undersigned, are pleased to offer to provide '**Procurement of services for Legal Services**, in response to your RFP. No: ____________________ we are hereby submitting our bid in the manner prescribed in this bid document.

We hereby confirm 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 and confirm 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 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: ______________________________

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 authorized to issue such authorization on behalf of us.

For M/s _________ (Name of the bidder)
Signature and company seal

Name

Designation

Email

Mobile No.

ANNEXURE – C: 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 One year 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 – D 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 legal services rendered, as per the requirements stipulated in this document and provide the requisite 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 ……….

We ....do 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 legal services for 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.

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

This Guarantee shall be valid up to ....unless 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 One year 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 – E - Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT is made on this day of __,2026 the ("Agreement") at ___is entered into by and between

National E-Governance Services Limited, a company incorporated under the Companies Act, 2013, and having its registered office at Gresham Assurance House, 4th Floor, Sir PM Road, Fort Mumbai – 400 001 and corporate office at 5th Floor, "The Estate" Building, 121, Dickenson Road, Bengaluru- 560 042. (Hereinafter referred to as the "**Disclosing Parties/ NeSL**" which expression shall, unless it is repugnant to the context or meaning thereof, deem to mean and include its successors and permitted assigns and its Affiliates) of the One Part

and

____ (hereinafter referred as the "**Receiving Party/___**") a company registered under companies act, 2013 having its registered office at ____________, which expression shall, unless it is repugnant to the context or meaning thereof, deem to mean and include its successors and permitted assigns) of the Other Part.

The Disclosing Parties and Receiving Party shall, wherever the context requires, be referred to individually as "Party" and collectively as "Parties" hereto.

Whereas [about Receiving Party, representation, and offerings]

Whereas NeSL is desirous to engage ______ for availing its services as an external consultant to assist NeSL in _________________; and

Whereas ______, has agreed to provide his services as ________ for which certain confidential/ proprietary information of NeSL may be required to be shared with ______.

Whereas NeSL has agreed to share such information pertaining to NeSL with the Receiving Party on the basis as described and limited herein and further both the Parties agree, confirm and undertake to abide by the terms and conditions of this Agreement.

In consideration of disclosing their confidential, proprietary and valuable information to the Receiving Party under this Agreement, the Receiving Party hereby agrees to keep information strictly confidential on the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties hereto agree as follows:

1. Scope

The Receiving Party agrees that the Confidential Information shall be reviewed only for the limited purpose") as an external consultant to assist in the revamping of the Company's Human Resources (HR) policy

2. Definition of Confidential Information

a. For the purposes of this Agreement, "**Confidential Information**" means any data or information that is proprietary to the Party making disclosure (the "**Disclosing Party**") and is not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, development tools, specifications, computer software, source code, object code, flow charts, databases, information and trade secrets;. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The party receiving the information (the "**Receiving Party**") acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.

b. Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include any information which: (i) was evidently (supported by way of evidence) known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (ii) becomes rightfully known to the Receiving Party from a third-party source under no obligation to Disclosing Party to maintain confidentiality; (iii) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; and (iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise required to be disclosed by law.

3. **Disclosure of Confidential Information**

a. From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. It is expressly clarified that the Disclosing Party may or may not at the time of disclosure, expressly mark its proprietary information as "Confidential Information".

b. The Receiving Party will:

(i) limit access to any Confidential Information to self (in case of individual), its employees, consultants, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the Parties to which this Agreement relates, and only for that purpose and such Representatives are also bound by confidentiality agreements which are not less stringent than this agreement;

(ii) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; and

(iii) not disclose any Confidential Information received by it to any third party(ies) (except as otherwise provided for herein). Receiving Party shall be responsible for any breach of this Agreement by any of their respective Representatives.

4. **Use of Confidential Information**

a. The Receiving Party shall use the Confidential Information only for the purpose agreed herein. Following disclosure, Receiving Party shall keep confidential and not disclose the Confidential Information to any other person, firm, or corporation.

b. The Receiving Party & the Disclosing Parties each agree to restrict circulation of Confidential Information in their respective organizations/ subsidiaries/ affiliates, of Receiving Party, to those directors, employees, or advisors of Receiving Party, who need to receive Confidential Information in relation to the Project (collectively referred to as "Authorised Persons").

c. The Receiving Party shall for the term of this Agreement protect Confidential Information using the same degree of care, but no less than a reasonable degree of care, as the Receiving Party uses to protect its own similar Confidential Information and to prevent (1) any use not authorised herein (2) defacing any legend that marks it as Confidential Information (3) communication to any third party other than affiliates/ subsidiaries/ group companies (4) publication, copy, duplication, localisation, modification, transmission to any other person any items of Confidential Information (5) Dissemination or disclosure to any Authorised Person or advisors of the Receiving Party or employee of such advisors having a need to know are authorised to receive the Confidential Information provided that they are bound by confidentiality restrictions with the Receiving Party similar or no less restrictive than this Agreement. From the date of this Agreement, the Receiving Party shall be responsible for any breach of the terms of this Agreement by any Authorised Person of the Receiving Party.

d. If the Receiving Party is required to disclose any Confidential Information to a Governmental Authority or Court of Law, provided that if the law or order permits, the Receiving Party agrees to give the Disclosing Parties 10 days advance notice prior to such disclosure to enable the Disclosing Parties the opportunity to contest the disclosure or obtain an injunction preventing the same or other appropriate remedy.

e. The Receiving Party shall not commit any illegal act or thing regarding the said Confidential Information whereby the Disclosing Parties will become liable to any legal proceedings by the Government or local authority or any other person.

f. Both the parties to this agreement mutually agree to abide by the provisions of Digital Personal Data Protection Act, 2023 and the Regulations/Guidelines issued thereunder as and when notified and such other applicable laws, from time to time, to the extent made applicable to the parties while dealing with the digital personal data under this

5. Exception

The obligations and restrictions herein shall not apply to Confidential Information that falls within any of the following exceptions, provided the Receiving Party proves and produces credible written evidence to establish one of the exceptions:

(i) is or becomes part of the public domain without breach of this Agreement by the Receiving Party;

(ii) is lawfully in the possession of the Receiving Party and subject to an existing agreement between the parties;

(iii) is independently developed by or for the Receiving Party without any use or benefit from Confidential Information;

(iv) is received from a third party who lawfully acquired such information without restriction, and without a breach of this Agreement by the Receiving Party, and / or

(v) In addition, the Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it; provided that the Receiving Party (a) gives the Disclosing Parties reasonable written notice to allow the Disclosing Parties to seek a protective order or other appropriate remedy, (b) discloses only such Confidential Information as is required by the governmental entity, and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

6. **Force Majeure**

Neither Party shall be liable, for any failure of performance due to causes beyond such Party's reasonable control, including but limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of any governmental entity or agency, or any civil or military authority; national emergencies, insurrections, riots or wars; or strikes, lock-outs, epidemic, pandemic, lockdown imposed by the government, work stoppages, or other labour difficulties, provided however, Party invoking the force majeure has made efforts to mitigate impact of such an event.

7. **Term**

The term of this Agreement shall be for 6 months from the date of this Agreement. On termination of this Agreement unless terminated earlier (i) in accordance with Clause 14 below; (ii) automatically terminated if the Parties enter into a definitive document in relation to the Project, the Receiving Party shall either return the Confidential Information together with all copy / copies made thereof or permanently delete/ destroy the same as mutually agreed upon by the Parties.

8. **Indemnity**

a) The Receiving Party shall undertake to indemnify and keep indemnified the Disclosing Parties and its successors and assigns against all damages, losses, costs, charges and expenses (including reasonable lawyers' fees and those fees incurred in investigating and filing proceedings for a breach of this agreement) as well as all actions, claims, liabilities, damages, costs, charges and expenses suffered or incurred arising out of any breach of this agreement by the Receiving Party or any employee of the Receiving Party or on-premises contractor or employee of such contractor or any other person who has been given access to such Confidential Information.

b) Limitation of Liability: To the maximum extent permitted by applicable law, in no event shall either party be liable to the other party for any indirect, incidental, consequential, or punitive damages, including but not limited to loss of profits, revenue, business opportunities, or data, arising out of or related to this Agreement, even if the party has been advised of the possibility of such damages.

9. Ownership

The Receiving Party agrees that all Confidential Information disclosed by Disclosing Parties shall remain the exclusive property of the respective Disclosing Parties.

10. Injunctive Relief

The receiving Party acknowledges that the unauthorised disclosure or use of Confidential Information may cause irreparable harm and significant injury to the Disclosing Party, which may be difficult to ascertain and may not be adequately compensated by monetary damages alone. Therefore, the Receiving Party agrees that the Disclosing Party shall have the right to seek and obtain immediate injunctive relief from any court of competent jurisdiction, in addition to any other rights and remedies it may have at law or in equity, to prevent any breach or threatened breach of this Agreement and to secure the enforcement of the terms and condition of this Agreement. This provision shall be in addition to and not in lieu of other remedies available to the Disclosing Party.

11. Return or Destruction of Confidential Information

All Confidential Information and all copies thereof shall be returned by the Receiving Party to the Disclosing Parties at Disclosing Parties' written request within 30 days of receiving the request. At the Disclosing Parties' option, Receiving Party may instead destroy Confidential Information, including all copies thereof, and the Receiving Party will certify the destruction in such manner as may be provided by the Disclosing Parties', within ten (10) days of the Disclosing Parties exercising such option.

12. Notice of Breach

Each Party shall notify the other Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information of the other Party, or any other breach of this Agreement, and will cooperate with the other Party in every reasonable way to help the other Party regain possession of Confidential Information and prevent its further unauthorized use.

13. No Binding Agreement for Transaction

The Parties agree that neither Party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The Parties further acknowledge and agree that each Party reserves the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the Parties.

14. Termination

Either Party may terminate this Agreement upon prior written notice of not less than thirty (30) days to the other remaining Parties provided that the Receiving Party's obligation with respect to confidential information disclosed during the time of this Agreement shall survive the termination of this agreement. The Disclosing Parties may, at any time (a) cease giving Confidential Information to the Receiving Party without any liability, and/or (b) request in writing the return of all or part of its Confidential Information previously disclosed, and all copies thereof in its control, possession, power and custody and, the Receiving Party shall promptly comply with such request, and certify in writing its compliance.

15. Dispute Resolution through Arbitration

Any and all disputes between the Parties arising out of or in connection with this Agreement or its performance shall, so far as is possible, be settled amicably between the Parties. In case the matter is not settled amicably, the same shall be referred to arbitration in accordance with The Arbitration & Conciliation Act, 1996. The place of arbitration shall be Bengaluru, India to the exclusion of all other courts. The arbitration proceedings shall be in the English language and shall be conducted by sole arbitrator to be appointed mutually by the parties. The arbitral award shall be final and binding on the Parties. Parties to the arbitration will bear their costs themselves.

16. Anti-Bribery and Anti-Corruption

Both the parties shall at all times comply with all applicable anti-bribery and anti-corruption laws in India.

17. Notices

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be considered effective when sent by e-mail, registered post acknowledgment due and addressed to the other party at the address noted below, unless by such notice a different address shall have been designated.

To, **National E-Governance Limited** 5th Floor, The Estate, 121, Dickenson Road, Bengaluru - 560 042 Attn: [●] Phone no: [●] Email address: [●]	To,

18. Governing Law

This Agreement shall be governed by the laws of India. All parties irrevocably submit to the exclusive jurisdiction of the courts in Bengaluru, for any action or proceeding regarding this Agreement.

19. Non-Solicitation/ Non-Poaching of Employees

The Receiving Party shall not solicit, seek or endeavour to employ, sub-contract or otherwise engage employees of the other party or its associates and Affiliates directly or indirectly.

20. Miscellaneous

a. This Agreement constitutes the entire understanding between the Parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the Parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the authorized representatives of the Parties.

b. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the applicable laws of India. The Courts at Bengaluru will have exclusive jurisdiction to adjudicate upon any dispute between the Parties- arising out of this Agreement.

c. This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other Party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the …. day of …., 2026, in the presence of the witnesses.

For and on behalf of	For and on behalf of
National E-Governance Services Ltd	______
Authorized Signatory:	Authorized Signatory:

Name: Name:

Designation: Designation:

Witnesses:

Name: Name:

ANNEXURE-E: SERVICE AGREEMENT

THIS SERVICE AGREEMENT (hereinafter referred to as the **"Agreement")** is entered into on this [●] day of [●], 2026 (hereinafter referred to as the **"Effective Date"**) at Bengaluru, Karnataka.

BY AND BETWEEN:

National E-Governance Services Limited (NeSL), India's first Information Utility, registered with the Insolvency and Bankruptcy Board of India (IBBI) under the Insolvency and Bankruptcy Code, 2016, having its Registered Office at Gresham Assurance House, 4th Floor, Sir PM Road, Fort, Mumbai – 400 001, and its Corporate Office at 5th Floor, "The Estate" Building, 121, Dickenson Road, Bengaluru – 560 042 (hereinafter referred to as **"NeSL"**, which expression shall, unless it be repugnant to the context or meaning thereof, deem to mean and include its successors, permitted assigns, and Affiliates) of the **FIRST PART**;

AND

[●]**,** a registered [Partnership Firm / LLP / Company] under the applicable laws of India, having its registered/principal office at [●] (hereinafter referred to as the **"Service Provider"**, which expression shall, unless it be repugnant to the context or meaning thereof, deem to mean and include its partners, successors, and permitted assigns) of the **SECOND PART**.

(**NeSL** and **Service Provider** are hereinafter individually referred to as a **"Party"** and collectively as the "**Parties**".)

WHEREAS:

A. NeSL is registered as an Information Utility (IU) and regulated by the Insolvency & Bankruptcy Board of India (IBBI), under the provisions of Insolvency and Bankruptcy Code, 2016 (IBC). NeSL issued a Request for Proposal No: NESL/_/_/RFP-_/2026-27/_ dated_______ (hereinafter referred to as "**RFP**") which expression shall include all attachments, annexures and appendices thereto as well as all amendments, modifications, alterations, addendums and corrigendum thereto, to provide for the "Procurement of Legal Services" to secure legal support and corporate advice.
B. The Service Provider is engaged in the business of providing _______. The Service Provider represented that it has the necessary knowledge, skills, capabilities, resources, expertise and

experience for providing the sought Services vide referred RFP and fulfils the Bidder eligibility criteria and any other requirements of NeSL as would be communicated from time to time.

C. The Service Provider was declared as successful bidder on the basis of the documents submitted by it under the tendering process and accordingly, NeSL issued work Order No. ____dated: ___.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. <u>DEFINITIONS AND INTERPRETATIONS</u>

In this Agreement, unless the context otherwise requires, following expressions shall have the meanings assigned to them below:

1.1. **"Agreement"** means this Service Agreement, along with all annexures, schedules, and any subsequent amendments executed in writing.

1.2. "**Applicable Laws"** shall mean all applicable statutes, act of legislature or parliament, laws, bye-laws, enactments, regulations, ordinances, policies, treaties, rules, notifications, circulars, government resolutions, directions, directives, permits, guidelines, requirements, licenses, rule of common laws, orders, decrees, judgments, injunctions, writs or orders of any court of record having the force of law, or any restrictions or conditions including any similar form of decision of, or determination, application or execution by, or interpretation or pronouncement having the force of law of, any Governmental Authority having jurisdiction over the matter in question, whether in effect as on the date of this Agreement or thereafter and shall include any re-enactment, substitution or amendment thereof as may be in force and effect during the subsistence of this Agreement which Parties are required to comply with for the proper conduct of its business and maintenance of assets or properties. This includes all applicable national binding data protection statutes, laws, secondary legislations or regulations and common duties pertaining to privacy, confidentiality and/or the protection of corporate data or personal data, including the Digital Personal Data Protection Act, 2023 read with all of its subordinate legislation issued thereunder as may be in force in India from time to time.

1.3. "**Effective Date**" shall mean the date of execution of this Agreement;

1.4. **"Services"** means the end-to-end legal advisory and corporate support services to be provided by the Service Provider as specified in the Scope of Work.

2. INTERPRETATION

In this Agreement unless a contrary intention is evident:

2.1 the clause headings and bold typeface are for convenient reference only and may not be used for interpretation;

2.2 unless otherwise specified a reference to a clause number is a reference to all its sub-clauses;

2.3 unless otherwise specified a reference to a clause or sub-clause is a reference to the clause or sub-clause of this Agreement including any amendments or modifications to the same from time to time;

2.4 a word in the singular includes the plural and a word in the plural includes the singular;

2.5 a reference to legislation includes legislation repealing, replacing, or amending that legislation;

2.6 where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;

2.7 in the event of an inconsistency or conflict between the terms of this Agreement and previous oral or written communication in the form of understanding, letter etc. the terms of this Agreement shall prevail over and supersede all existing agreement and/ or communication, to the extent of the terms mentioned in this Agreement. Any changes (additions/deletions) made in this Agreement and if inconsistent with the terms of the earlier agreement/ communication, this Agreement shall only prevail over and supersede.

2.8 the rule of construction that the contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply; and

2.9 the expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provided that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

3. SCOPE OF WORK

The Service Provider shall provide comprehensive end-to-end legal support, strategic advice, and representation across the following segments:

A. Advisory Services

- **Insolvency & Bankruptcy:** Provide counsel on the Insolvency and Bankruptcy Code, 2016 (IBC), IU Regulations, and Technical Standards guidelines issued by the IBBI.
- **Digital Governance & Data Protection:** Structuring, reviewing, and validating data principal consent frameworks, data processing agreements, and cross-border or localization hurdles under the Digital Personal Data Protection Act, 2023 (DPDPA).
- **E-Governance & IT Law:** Draft and vet legal architectures for digital integrations, e-Stamping partnerships, e-Sign integrations, and high-value technical RFPs.
- **Intellectual Property Rights (IPR):** Safeguard NeSL's perpetual ownership and proprietary rights over its customized software, platforms, database architectures, and trademarks.
- **Labor & Employment:** Advise on employment contracts, workplace regulations, POSH compliance, gratuity matters, and labor disputes.
- **Stamp & Registration Acts:** Interpret the applicability of stamp acts, article codes, and state/central government orders across DDE platforms.
- **General Corporate:** Provide legal and regulatory guidance ensuring compliance under the Companies Act 2013, Income Tax Act, GST Act, and other relevant statutory and regulatory frameworks, including any amendments, notifications, circulars, updates, and compliance obligations arising thereunder.

B. General Corporate, Policy & Board Support

- **Contract Vetting:** Review, draft, and negotiate Master Service Agreements (MSAs), Service Level Agreements (SLAs), NDAs, tripartite bank/FSP agreements, SSPA, M&A frameworks, and T&M agreements.
- **Internal Governance:** Draft and vet internal organizational policies aligned with Corporate Laws and the Information Security Management System (ISMS) framework.

4. REPRESENTATIONS AND WARRANTIES

4.1 Each Party represents and warrants that they are duly organized and validly existing under the laws of their jurisdiction, with full legal right, power, and authority to enter into and perform their obligations under this Agreement.

4.2 The Service Provider warrants that all legal services provided will be conducted in strict compliance with the Advocates Act, 1961 (or equivalent local jurisdiction laws).

4.3 NeSL agrees to provide detailed background summary of the matter, dispute, or transaction with clear copies of all relevant contracts, correspondence, internal policies, corporate resolutions, or prior legal opinions associated with the request.

5. <u>TERM AND TERMINATION</u>

5.1. This Agreement shall commence on the Effective Date of this Agreement and shall remain in effect for a period of two (2) years (End Date) unless terminated earlier in accordance with clause 5.2 of this Agreement. NeSL shall have the right, at its sole discretion, to extend the term of this Agreement for a further period of up to one (1) year on the same terms and conditions, subject to the satisfactory performance of the Service Provider.

5.2. NeSL shall have the right to terminate this Agreement, with immediate effect upon written notice to the Service Provider for breach of the terms of this Agreement. Such termination shall be effective from the date specified in the notice and shall be without prejudice to NeSL's right to recover any losses, damages, costs, or expenses incurred as a result of breach.

5.3. Upon termination of this Agreement, Service Providers hereby agree to destroy all the confidential information received from other party in a safe and secured manner without any prejudice caused to the other party subject to retaining only such information which the law mandates.

6. <u>PROFESSIONAL FEES AND PAYMENT TERMS</u>

6.1. In consideration of the Service rendered by the Service Provider, NeSL shall pay the Service Provider the fee as per Annexure A of this Agreement.

6.2. The Service Provider shall submit monthly invoice, together with such supporting documents, timesheets, reports and other particulars as may be reasonably required by NeSL, within 7 days from the commencement of the month immediately succeeding the month in which the Services were rendered.

6.3. All fees specified in Annexure A are exclusive of applicable GST. The Service Provider shall be solely responsible for complying with all applicable tax laws, including payment of GST and filing of statutory returns.

6.4. If NeSL disputes any part of an invoice raised by the Service Provider, it shall notify the Service Provider of the disputed amount and the reasons for such dispute. NeSL shall withhold payment of the disputed portion pending resolution of the dispute, provided that the undisputed portion of the invoice is be paid in accordance with the provisions of this section. Payment of the disputed amount, if determined to be payable, shall be made within xx days from resolution of the dispute.

6.5. NeSL shall pay the undisputed portion of the invoices raised by Service Provider within xx days of the receipt of such invoice.

7. PEFORMANCE SECURITY

7.1. The Service Provider will be required to furnish the non-interest-bearing Performance Security Bond (PSB) for 10% of purchase order value, within (15) days from the date of issuance of work contract/ Purchase order.

7.2. The PSB may be submitted in the form of A/c payee Demand Draft/s payable/ Fixed Deposit Receipt or Electronic Bank Guarantee (eBG) using NeSL DDE platform, from a Scheduled Commercial Bank for payment at their branch in Bengaluru, as per the format attached in **Annexure- _** of the RFP. The PSB may be submitted in one instrument of suitable denomination towards security deposit.

7.3. The performance guarantee should remain valid for a period of 180 days beyond the completion of contractual obligations of the vendor.

7.4. If the Service Provider is unable to fulfil obligations under this Agreement, NeSL shall forfeit the amount of Performance Security.

7.5. The security deposit will be returned to the Performance Security within 30 days from the date of completion of contractual obligations in this agreement, after deducting the penalties/ due amounts, if any.

7.6. In the event of an extension of the contract currency, the Service Provider shall scale and extend the performance guarantee accordingly.

7.7. The NeSL reserves the right to waive any or all the conditions specified in this clause in writing and no such waiver shall affect or impair any right, power or remedy that NeSL may otherwise have.

8. CONFIDENTIALLY AND PROPRIETARY INFORMATION

8.1. The Service Provider shall at all times use its best endeavors to keep all the information shared by NeSL under this Agreement as confidential (and to ensure that its officers, directors, partners, employees or representatives shall keep confidential). The Service Provider hereby agrees that any NeSL information, whether marked or otherwise indicated to be confidential or not, which the Service Provider may acquire, have access to or obtain; whether directly or indirectly, in relation to this Agreement shall be kept confidential. Such confidential information may include, without limitation: (i) documents (it includes bio-data of potential candidates with contact names and addresses to facilitate communication, , assessment of the candidate, information provided by Service Provider regarding the candidate (ii) business and financial information, (iii) business methods and practices, (iv) technology and technological strategies, (iv) marketing strategies and (vi) other such information each Party deems as "Confidential Information". The Service Provider agrees not to use the confidential information disclosed to them for their own benefit, or for the benefit of any party with which the s Service Provider is affiliated.

8.2. The confidentiality obligations of the Service Provider under this Agreement shall not apply to any information which the Service Provider can demonstrate:

a. The information was lawfully obtained from a source other than NeSL, provided that such source was not bound by any obligation of confidentiality in respect of such information;
b. The information was available in the public domain.
c. The information is required to be disclosed pursuant to any applicable law, regulation, court order or direction of a competent governmental or regulatory authority, provided that, to the extent legally permissible, the Service Provider shall give NeSL prior written notice of such required disclosure and shall disclose only that portion of the information which it is legally required to disclose.

8.3. Without prejudice to the above, the Service Provider shall not use any confidential information, technology or processes, or information relating to any product of NeSL, or any of its affiliates acquired by Service Provider, for the purpose other than the services rendered to the NeSL under this Agreement. The intellectual property rights and all other rights subsisting in any processes, material, reports, designs, procedures, guidelines, developed by the NeSL or its employees or agents in the provision of the Services shall solely vest with the NeSL and the Service Provider hereby irrevocably assigns all rights thereto the NeSL, and undertakes not to take any action which may dilute such rights of the NeSL.

8.4. The Service Provider is required to sign a Non-Disclosure Agreement (NDA) for this purpose, at the time of award of the agreement.

8.5. This agreement shall not be duplicated, disclosed, or distributed to any third party. The signed copy of this agreement should be held confidential and not used for any purpose other than for purpose of rendering services to the NeSL or its evaluation, response preparation and subsequent discussions with NeSL. The Service Provider shall safeguard the confidentiality of this document and any copies with the same degree of care with which it will safeguard its own confidential information.

9. INDEMNITY

9.1. Service Provider shall indemnify, defend and hold harmless NeSL from and against, any claims, demands, losses and liabilities, suffered, incurred or sustained by NeSL or to which the NeSL becomes subject, resulting from or arising out of this agreement:

a. due to breach of representation or warranty by Service Provider as set forth in this agreement

b. arising out of the negligent acts, errors or omissions of the Service Provider, or of those for whom Service Provider is legally liable, which arise out of the performance of obligations under this Agreement.

9.2. This indemnification shall include all costs, attorney fees and other expenses paid or incurred by or imposed upon a party in connection with the defence of any such claim.

9.3. Notwithstanding anything contained herein, the aggregate liability of the Service provider for any loss or damage, for any cause whatsoever, with respect to claims pursuant to this Agreement shall be limited to the 12 (Twelve) months' average fees, charges and incidental charges paid and payable by NeSL in the previous financial year.

9.4. This clause shall survive for 12 (twelve) months after the termination of this Agreement.

10. ANTI-BRIBERY AND ANTI-CORRUPTION

Both Parties shall comply at all times with all applicable anti-bribery and anti-corruption regulations, codes, and laws enacted in India (including the Prevention of Corruption Act, 1988).

11. NON-SOLICITATION

The Service Provider shall not directly or indirectly solicit, seek to employ, sub-contract, or otherwise poach or engage any employee, associate, or consultant of NeSL during the active term of this agreement and for a period of one-year post-termination.

12. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

12.1. Any dispute(s) or difference(s) arising between the Parties out of, or in connection with, or in any manner related to this Agreement or interpretation of any of the provisions of this Agreement or performance of any of the terms and conditions of this Agreement shall, as far as possible, be settled amicably between the Parties by a mediation process within 30 days. In case no settlement to the dispute(s) or difference(s) can be reached through amicable negotiations between the Parties, the dispute shall then be settled by arbitration, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules thereunder and any amendments made thereto from time to time.

12.2. The arbitral tribunal shall consist of a sole arbitrator appointed jointly by both the Parties. If the Parties do not agree upon a sole arbitrator, each Party shall appoint one arbitrator and the arbitrators thus appointed by the Parties shall choose and appoint a third arbitrator.

12.3. The award of the arbitrator shall be final and binding on all the Parties.

12.4. This Agreement shall be governed and construed in accordance with the laws of India, and any disputes therein shall fall within the exclusive jurisdiction of the Courts Bengaluru.

13. NOTICES

A "notice" means;

i. a notice in writing; or

ii. other communication required to be in writing under this Agreement.

iii. All notices, requests or consents, permissions, approvals or other communications provided for or permitted to be given under this Agreement shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified / registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered to:

To NeSL, at:

5th Floor, 'The Estate' Building, 121, Dickenson Road, Bengaluru – 560 042

To Service Provider at:

____

14. ASSIGNMENT

14.1. The Service Provider shall not assign, transfer, novate, subcontract or otherwise dispose of any of its rights, benefits, interests, obligations or liabilities under this Agreement, whether in whole or in part, without the prior approval of NeSL.

14.2. No assignment, transfer, novation or subcontracting by the Service Provider shall relieve the Service Provider of any obligation or liability under this Agreement.

15. MISCELLANEOUS

15.1. Force Majeure

a) Neither Party shall be liable to the other for any delay or failure to perform any obligation under this Agreement, if the delay or failure is due to causes, events or occurrences which are beyond reasonable control and which occur after signing, in so far as they prevent or delay the performance of the obligation by the affected Party and such Party is unable to remove the cause of non-performance despite best efforts.

b) The affected Party shall, by a written communication, intimate the other Party of the full particulars and expected duration of the force majeure and also the projected delay in performing the obligation.

c) In such case, neither Party shall be liable to compensate the other for the loss that might occur or might have occurred because of the effect of such force majeure event.

d) In the event of occurrence of any such event, the force majeure clause of the IU Agreement, as far as not already provided for in this Agreement, shall come into force.

15.2. Amendment and Waiver:

a) Any provision of the Agreement and the other Transaction Documents may be amended or waived if, and only if such amendment or waiver is in writing.

b) No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

15.3. Severability

The invalidity or unenforceability of any provisions of the Agreement and/or the other Transaction Documents in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of the Agreement in such jurisdiction or the validity, legality or enforceability of the Agreement and/or the other Transaction Documents, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties under the Agreement and the other Transaction Documents shall be enforceable to the fullest extent permitted by law. The Parties may, in such an event, amend the provisions in such reasonable manner as it achieves the intention of the Parties without any illegality.

15.4. Entirety of Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the authorized signatories of the Parties hereto have set their hands and corporate seals on the day and year first written above.

For National e-Governance Services Ltd., For Service Provider

ANNEXURE-A

FEE STRUCTURE

S. No.	Billing Particulars	Rate (INR)
1.	Fixed Monthly Retainership Fee (Up to 35 Hours for all corporate/advisory assignments)	[Amount]
2.	Per Hour Excess Charges (For hours utilised beyond the base 35 hours in any given month)	[Amount]

- **Out- of -Pocket Expenses:** The commercial rates listed above are completely inclusive of travel, boarding, fee should be inclusive of travelling cost, boarding-lodging and any other out of pocket expenses.
- **Un-utilized fixed**: Un-utilized fixed hours in a month shall be carried forward and accumulated for subsequent period during the contract period and also in the extended contract period.

(End of Document)