National E-Governance Services Limited

5th Floor, 'The Estate',

121 Dickenson Road,

Bengaluru – 560 042

REQUEST FOR PROPOSAL

FOR

“Procurement of services for “INTERNAL AUDIT”

No: NESL/IT/02/RFP-INTERNAL AUDIT/2026-27/260801

5th August-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 services for Internal Audit.** NeSL shall not have any contractual obligation whatsoever until issue of PO to the successful bidder(s) and/or signing of an Agreement/NDA 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	05/08/2026
Last date to send in requests for clarifications on the tender document	11/08/2026
Pre-bid Meeting (Online)	12/08/2026 5:00 P.M.
Response to Pre-Bid Clarifications / Corrigendum (if any on the website)	18/08/2026
Last date and time of submission of bids	29/08/2026, 06:00 PM
Date and time of opening of Technical bids	31/08/2026, 03:00 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

A. Revenue & Collection

I. Price management
II. Customer master management and onboarding process
III. Invoicing, accounting and revenue recognition including working of deferred revenue, unbilled revenue
IV. Collection management, recording and monitoring process
V. Credit notes approvals and adjustments
VI. Receivables management, review of old receivables/ ageing, debtors' provision and accounting, Review of the process of monitoring of occupancy
VII. Verify any revenue leakage

B. Human resources

I. Review of manpower planning and recruitment approvals
II. Verification of hiring process, background checks, and documentation
III. Salary audit (salary structure, increments, bonuses, penalties etc)
IV. Statutory compliance: PF, ESI, Gratuity, TDS, Medical insurance etc.
V. Attendance, leave account
VI. Employee records maintenance
VII. Full & final settlement
VIII. Compliance with HR policies and labour laws

C. Procurement & Payment

I. Planning and budgeting
II. Indenting
III. Vendor master management
IV. Purchase requisition, price discovery and purchase order management
V. Contract management – Rate contracts, Annual maintenance contracts
VI. GRN/SRN
VII. Invoice and payment processing
VIII. Vendor advances authorization and monitoring
IX. Rejection and Returns
X. Vendor performance evaluation

D. Statutory Compliances and taxes

I. Timely deduction, payment to the government and filing of returns for:
II. Tax deducted at source (TDS) and Tax collected at source (TCS)
III. Provident fund, ESI and PT, Gratuity
IV. Goods & Service Tax (GST)
V. TDS,TCS & GST reconciliation between books & returns
VI. Advance tax and Income Tax filing computation
VII. Validate Tax compliance and report noncompliance
VIII. CSR funding working review

E. Financial statement closure process

I. Chart of Accounts and General Ledger management
II. Journal Entries - authorization, recording, review
III. Accruals, Provisions and Prepaid
IV. Other non-routine accounting entries
V. Periodic book closing - procedures and controls
VI. GL to sub-ledger reconciliations and adjustments
VII. Financial reporting - accounting policies, consolidation review, approval and circulation

F. Specific areas of NADL

Account Aggregator compliances, minimum NOF requirements etc. as per RBI master directions.-

I. Filing of respective RBI forms within timelines
II. Validate the minimum NOF requirements
III. Any other compliance with RBI Account Aggregator master directions.

G. Review of Internal Financial Controls (IFC)

I. Review Risk Control Metrics (RCM)- review yearly and incorporate any new controls, if required.
II. Testing of controls - One sample from each control-Once in 2 years- Next testing is due for FY 27-28 and need to report to management.

H. Review of Grievance Redressal Mechanism

I. Review adherence to prescribed timelines for grievance redressal as per applicable IBBI regulations and NeSL's approved Grievance Redressal Policy.
II. Verify accuracy and completeness of grievance MIS/reporting data (received, redressed, and pending).
III. Review grievances logged through both the Helpdesk Portal and the Grievance Portal, including identification of duplicate or overlapping cases (The coverage of the Diagnostics review is to be confined to Grievances Received by NeSL from its users or routed through IBBI).
IV. Assess how overlapping/duplicate grievances are tracked and closed and whether this impacts resolution timelines or reporting.
V. Analyse the time taken for end-to-end resolution of grievances, including overall turnaround time and ageing.
VI. Review of escalation process for pending or ageing grievances.
VII. Evaluate the adequacy of the existing grievance handling policy in meeting regulatory requirements and operational needs.

I. Review of Issuance of Records of Default (RoD)

I. Review adherence to norms for issuance of Records of Default as per Regulation 21 and 21A of the IBBI (IU) Regulations, 2017 and applicable Technical Standards.
II. Verify availability and adequacy of documentary proof of debt and default prior to issuance of Records of Default.
III. Assess the time lag between receipt of request for Record of Default and actual issuance, through statistical analysis of turnaround time (TAT).
IV. Verify the accuracy and completeness of MIS/reporting on issuance of Records of Default provided to Management.

J. Review of User Registration Process

I. Review adherence to the prescribed user registration process as per the Technical Standards under the IBBI (IU) Regulations, 2017.
II. Verify accuracy and completeness of user details captured during registration, including address, PAN, and email ID.
III. Assess whether user registrations are approved only after successful verification of required details.
IV. Identify and review cases where delays were observed in approval of user registrations.
V. Analyse reasons for delays, if any, and assess compliance with internal timelines or benchmarks.
VI. Review the effectiveness of MIS reporting.

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 entity for providing services of Internal Audit 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 **Annexure-1 Part-A**. 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 **Annexure-1 Part-B** 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 need 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 10 for the Commercial Scores (CS), from which the Combined Technical and Commercial Score (CTCS) will be computed as per Section-11. 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 submitted with the bid and the presentation to be made before TEC. 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 earn 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.260801-QUERY**" as part of the subject line, latest by the date and time specified in "Key Events & dates"-Section 3. 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 3 years viz. for the Financial Year 2026-27, 2027-28 & 2028-29.

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 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. 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. 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.

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.260801-BID <Bidder Short Name>_Technical_Bid"** and **"BID NO.260801<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) 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) 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 **Annexure-1 Part-B**.
- Project introduction.
- Background of the bidder.
- Understanding of NeSL's requirements as per Scope of Work in the RFP.

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.

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 GST invoice will be raised by the selected bidder based on milestones and payment will be made within 45 days of acceptance of the invoice.

20. Non-disclosure Agreement:

Non-disclosure Agreement as per format prescribed by the NeSL shall be signed by the successful bidder at the time of signing contract agreement.

Annexure-I-Technical Bid format

Part-A : PQ criteria

Field	Criteria	Supporting Documents required
Legal / Professional Eligibility	Bidder should be a **Chartered Accountant firm, Cost Accountant firm, or other professional firm approved by the Board**, since Section 138 permits appointment of a CA, Cost Accountant, or other professional decided by the Board.	Registration certificates of the firm/company
Independence Criteria	Bidder should not be the company's **statutory auditor and Internal Auditor during last previous 2 years.** They should not have any conflict that impairs independence.	Certificate from Partner/director needed.
Experience Criteria	**More than 5 years of internal audit experience**	Undertaking in the letter head of the entity.

Part-B: Technical criteria

Format for Technical Evaluation

-S. No.	Criteria	Marks over the Minimum Eligibility	Total Max. Marks	Supporting Documents
1	**Tenure of existence of firm**	More than 5 years and less than 7 years: 10 Marks More than 7 years and less than 10 years: 15 Marks More than 10 years: 20 Marks	**20**	Certificate of Registration
2	**No. of Partners** (Only Partners continuing for last 1 year as on 31.03.2026 is considered) If any partner is DISA/CISA qualified, share those details No. of such Partners also may be given) Be considered	0.5 marks for each Partner. 1 mark for each Partner who have DISA/CISA qualification)	**20**	Membership certificate from ICAI. DISA/CISA certificate from ICAI for individual Partner. The details in letter head would be acceptable.

3	**No. of qualified personnels(employees)** (No. of employees continuing since at least 1 year as on 31.03.2026 is considered)	0.5 marks for each employee.	**20**	The details in letter head would be acceptable
4	**Number of other employees registered with the vendor** (Other employees continuing since at least 1 year as on 31.03.2026 shall be considered)	**0.25 Marks** per person	**20**	Copy of enrolment register
5	**Additional qualification** No of Partners/employees with COSO certifications and SOX experience	**0.5 Marks** per person	**20**	The details in letter head would be acceptable
6	**No. of audits completed for Central/ State Govt. entities/PSU** during last 3 financial years viz. 2023-24 to 2025-26.	**4 Mark** for each audit.	**20**	Completion certificate from Clients
7	**No. of audits completed for corporate entities** during last 3 financial years viz. 2023-24 to 2025-26	**4 Mark** for each audit.	**20**	Completion certificate from Clients
8	**Annual turnover of the vendor**	50 Lakhs to 75 Lakhs: 10 Marks 75,00,001 to 1 Cr. : 15 Marks Above 1 Cr. :20 Marks	**20**	CA certificate or CA certified Balance Sheet
9	**Bidder to demonstrate technical information submitted as per Scope of work, demonstration of proposed Services.** They may also demonstrate the Team capability and also the Audit Planning. Any other best practices of the entities can also be demonstrated**.**	Maximum 50 Marks to be awarded by Technical Evaluation Committee on the basis of demonstration	**50**	Marks will be awarded based on the presentation to the Tender Evaluation committee of NeSL by the vendor.

To become technically qualified, the bidder must possess at least 50% scores.

Annexure-2-Financial bid Format:

S.No.	Particulars	NeSL Amount* (excluding GST)	NADL Amount (excluding GST)	NEIL Amount (excluding GST)
1	**FY 26-27** - On signing of the engagement letter – 20% - Submission of draft reports for phase I – 30% - Submission of draft report for phase II – 30% - On submission of final reports – 20% **In this financial year for IFC, only Review of Risk Control Metrics (RCM) is involved**			
2	**FY 27-28** - On commencement of the project – 20% - Submission of draft reports for phase I – 30% - Submission of draft report for phase II – 30% - On submission of final reports – 20% **In this financial year IFC-In addition to review of RCM, testing of controls also involved.**			
3	**FY 28-29** - On commencement of the project – 20% - Submission of draft reports for phase I – 30% - Submission of draft report for phase II – 30% - On submission of final reports – 20% **In this financial year for IFC, only Review of Risk Control Metrics (RCM) is involved**			

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

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 Internal Audit**

Dear Sir,

We, the undersigned, are pleased to offer to provide '**Procurement of services for Internal Audit**, 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 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: ________________________________

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: Format of Bank Guarantee for EMD

[Date]

From:

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 (EMD) of Rs.…........................../- (Rs. …...................only).

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 NESL forthwith on demand without any demur and without seeking any reasons whatsoever, an amount not exceeding Rs …................/- (Rupees …... only). This Guarantee shall remain valid for a period of …................... days ("Validity Period") from _____to____(the last day for submission of application). It shall, however, be open to the NESL to return the Guarantee earlier than the Validity Period to the Bidder, in case the Bidder has been notified by the NESL as being unsuccessful.

In the event of the successful bid, if the Bidder fails to acknowledge and accept the Letter of Acceptance from NESL in accordance with the terms and conditions of the RFP Document or withdraws the bid during its validity period, the EMD deposited by the Bidder shall stand forfeited by the NESL.

This Bank Guarantee is an unconditional, absolute, and irrevocable guarantee, independent of the underlying bid, contract, or any other arrangement between NESL and the Bidder. The obligations of the Bank shall not be affected by any dispute, disagreement, or claim between NESL and the Bidder.

Furthermore, The Bank also undertake not to revoke this Guarantee during the period of validity except with the previous consent of NESL in writing. The Bank further agree that its liability under the Guarantee shall not be discharged by any variation in the term of the said tender/RFP and Bank shall be deemed to have agreed to any such variation.

No interest whatsoever shall be payable by the NESL to the Bidder on the amount covered under this Guarantee for the period of validity.

Notwithstanding anything contained herein above:

a) The Bank's liability under this Bank Guarantee shall not exceed and is restricted to Rs................................ (Rupees …............................... only)
b) This Guarantee shall remain in force up to and including _________ .
c) 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 – 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 / Purchase Order/ Work Order No. ___ Dated ___ issued by National e-Governance Services Limited (NESL) in favour of
M/s____________ (Name & Address of vendor) for Providing ….......(Description of Product(s)/Service(s)/Work(s)) to NESL.

The conditions stipulated in the aforementioned Order/Contract obligates the Vendor to guarantee successful and satisfactory performance of the ___________________ (Name of product/service) and provide the warranty support .

M/s------------------ (Name of Vendor) has accepted the said *Purchase Order*/ work orderContract 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 V-endor) holds an account with us and has approached us and at their request and in consideration of the promises thereof, we hereby furnish such Guarantee(s) 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) (hereinafter referred to as the "Guaranteed Amount") and the Guarantee will remain valid for a period _____________ (days).

NESL will be entitled to invoke this Bank Guarantee in full or in part, from time to time, and the Bank shall honour such demands notwithstanding any previous invocation or partial payment.

The Bank ____________ do hereby irrevocably undertake to pay the amounts due & payable under this Bank Guarantee without any demur, merely upon a demand from NESL stating that the amount claimed is required to meet the recoveries due or likely to be due from the ______(name of Vendor). Any such demand made on the Bank shall be conclusive as regards to 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--------).

The Bank, further undertake to pay to NESL any money so demanded notwithstanding any dispute or disputes raised by the Vendor 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 Vendor shall have no claim against us for making such payment.

The Bank further agree that the Guarantee shall continue to remain in full force and effect during its validity. This Bank Guarantee is an unconditional, absolute, and irrevocable guarantee, independent of the underlying bid, contract, or any other arrangement between NESL and the Vendor. The obligations of the Bank hereunder shall not be affected by any dispute, disagreement, or claim between NESL and the Vendor.

The obligations of the Bank under this Guarantee shall survive the termination, completion, or expiry of the Contract for any reason whatsoever, until NeSL certifies that the obligations of the vendor have been fully and properly carried out to the satisfaction of NeSL and accordingly discharges this bank guarantee.

The Bank further agree with NESL that it shall have the fullest liberty, without bank's consent and without affecting in any manner bank's obligations hereunder or to vary any of the terms and conditions of the Contract or to extend time of performance from time, any of the powers exercisable by NESL against the said Vendor, and to forbear or enforce any of the terms and conditions relating to the said Contract, and the Bank shall not be relieved from its liability by any reason for any such variation or extension being granted to the said Vendor or for any forbearance, act of omission on the part of NESL or any indulgence by NESL to the said Vendor 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 Vendor.

The Bank lastly undertake not to revoke this Guarantee except with the prior consent of the NESL in writing.

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

In the event the Vendor fails to extend the validity of this Bank Guarantee at least 30 days prior to its expiry, NESL shall be entitled to invoke the Bank Guarantee for the full Guaranteed Amount before expiry, and the Bank shall honour such invocation without demur.

Dated the .... day of.....................

For ....

(Indicate the name of the Bank)

Notes: Amount of bank guarantee is 10 % of the total contract value.

* Claim period shall be 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 - 400001 and corporate office at 5th Floor, "The Estate" Building, 121, Dickenson Road, Bengaluru- 560042. (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:

(**End of Document)**