

Request for Proposal: Empanelment of CA firm/ company

RFP Reference no:-

NHB/DRS/A-1552/2018-19

Dated: 12-02-2019

Request for Proposal (RFP)-

**Empanelment of CA firm/ company for special/ forensic audit
of Housing Finance Companies**

**Department of Regulation & Supervision
Head Office, National Housing Bank
Core 5-A, 3rd to 5th Floor, India Habitat Centre, Lodhi Road
New Delhi - 110 003
Phone: 011-39187000**

E-Mail: ashok.kumar@nhb.org.in, rita.bhattacharya@nhb.org.in

Request for Proposal: Empanelment of CA firm/ company

GLOSSARY

Abbreviation	Description
NHB	National Housing Bank
HO	Head Office, Delhi
RRO	Regional Representative Office
PSU	Public Sector Undertaking
PSB	Public Sector Bank
VC	Video Conference
EMD	Earnest Money Deposit
RFP	Request For Proposal
PBG	Performance Bank Guarantee
AMC	Annual Maintenance Cost
OEM	Original Equipment Manufacturer
ERV	USD-INR exchange rate variation
ORS	Online Reporting Solution
SLA	Service Level Agreement
HFC	Housing Finance Company

Interpretation: *the terms RFP, Tender, Bid have been used interchangeably and it shall be treated as one and the same for the purpose of this RFP document. All clarifications, amendments, modifications, supplemental RFP that may be issued in relation to this RFP shall be treated as part and parcel of the RFP and shall together constitute the RFP document.*

Request for Proposal: Empanelment of CA firm/ company

1. IMPORTANT BID DETAILS		
1.	Date of commencement of sale of Bidding/Tender/RFP Documents	12-02-2019
2.	Pre-Bid meeting with Bidders (Date and Time)	27-02-2019 : 1500 Hrs
3.	Last date and time for sale/ download of the Bidding Documents from banks site (i.e. www.nhb.org.in)	26-03-2019 : 1800 Hrs
4.	Last date and time for receipt of Bidding Documents	26-03-2019 : 1800 Hrs
5.	Date and Time of Bid Opening	27-03-2019 : 1500 Hrs
6.	Cost of RFP	Nil
7.	Earnest Money Deposit Amount	Rs.50,000/-
8.	Place of opening of Bids	National Housing Bank 4 th Floor, Core 5-A India Habitat Centre, Lodhi Road, New Delhi - 110003

Note: -

- Bids will be opened in the presence of Bidders who choose to attend as above. The above schedule is subject to change. Notice of any changes will be provided through e-mail from designated contact personnel only or publishing on NHB's website.
- All data/information, submitted vide documentary proofs/company records along this RFP, must be reported & will be treated as on date of publication of this RFP.

Request for Proposal: Empanelment of CA firm/ company

2. National Housing Bank

National Housing Bank (NHB), a statutory institution, is a wholly owned subsidiary of the Reserve Bank of India, established under National Housing Bank Act, 1987 ("the Act").

- a. NHB has been established to achieve, inter alia, the following objectives -
 - To promote a sound, healthy, viable and cost effective housing finance system to cater to all segments of the population and to integrate the housing finance system with the overall financial system.
 - To promote a network of dedicated housing finance institutions to adequately serve various regions and different income groups.
 - To augment resources for the sector and channelize them for housing.
 - To make housing credit more affordable.
 - To regulate the activities of housing finance companies based on regulatory and supervisory authority derived under the Act.
 - To encourage augmentation of supply of buildable land for housing and to upgrade the housing stock in the country.
 - To encourage public agencies to emerge as facilitators and suppliers of serviced land, for housing.
- b. The head office of NHB is located in New Delhi and a regional office located at Mumbai. It has representative offices located at Hyderabad, Bengaluru, Kolkata and Ahmedabad.

3. Purpose/ Objective:

The purpose of RFP is to solicit proposals from CA firms/ companies for empanelment for special/ forensic audit of HFCs.

4. Scope of Work/ Deliverables:

The CA firms/ companies will be empanelled based on eligibility criteria as specified in this RFP. The Bank will invite Commercial bids from empanelled CA firms/ companies for special/ forensic audit of HFCs, as and when required. It may be noted that scope will be mentioned specifically at the time of inviting commercial proposals.

5. Validity of Empanelment:

The validity of the empanelment will be for two years from the date of empanelment. The validity of empanelment may be extended for further one year period as per

Request for Proposal: Empanelment of CA firm/ company

discretion of the Bank.

Note:

This RFP is not exhaustive in describing the functions, activities, responsibilities and services for which Consultant will be responsible. The Bidder, by participation in this tender, implicitly confirm that if any functions, activities, responsibilities or services which are either not specifically described in this RFP or specifically described but has to undergo suitable changes/modifications due to regulatory/statutory changes and are termed necessary or appropriate by NHB for the proper performance of the contract, such functions, activities, responsibilities or services (with applicable changes, if any) will be deemed to be implied by and included within the scope of services under this RFP and Bidder's response to the same extent and in the same manner as if specifically described in this RFP and Bidder's response.

6. Instructions to Bidders

6.1 General :-

- All costs and expenses incurred by the Bidders in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by NHB, will be borne entirely and exclusively by the Bidder.
- No binding legal relationship will exist between any of the Bidders and NHB until execution of a contractual agreement, except the pre-contract Integrity Pact to be submitted along with the Bid. Post evaluation and finalization of the Bids and identification of the successful Bidder, the Integrity Pact will form part of the definitive agreement to be signed by the successful Bidder. For the other Bidders, the pre-contract Integrity Pact will be binding on them for any acts/omissions committed by the Bidder in violation/breach of the said pre-contract Integrity Pact in relation to the Bid submitted.
- Each Bidder acknowledges and accepts that NHB may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible Consultant(s).

Request for Proposal: Empanelment of CA firm/ company

- Every Bidder will, by submitting his Bid in response to this RFP, be deemed to have accepted the terms of this RFP and the Disclaimer.
- Bidders are required to direct all communications related to this RFP, through the nominated Point of Contact persons, mentioned below:

Sh. Ashok Kumar Assistant General Manager Email id: ashok.kumar@nhb.org.in Tel: 011- 39187049	Ms. Rita Bhattacharya Deputy General Manager Email id : rita.bhattacharya@nhb.org.in Tel: 011-39187033
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- NHB may, in its absolute discretion, seek additional information or material from any Bidder/s even after the tender/RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- Bidders should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
- If NHB, in its absolute discretion, deems that the originator of any query will gain an advantage by any response to such query, then NHB reserves the right to communicate such response to all Bidders.
- Queries/ Clarification if any, may be taken up with the contact person/s detailed above before the deadline for submission of Bids between 10 am to 6 pm on Monday to Friday, excluding public holidays.
- Bidder should not have been blacklisted/ debarred from participation in the Bid process by any of the Govt. Departments/ PSUs/ Banks/ Financial Institutes in India.
- NHB will notify all short-listed Bidders in writing or by mail or by publishing in its website as soon as practicable about the outcome of their RFP. NHB is not obliged to provide any reasons for any such acceptance or rejection.

6.2 Pre-Bid Meeting

For the purpose of clarification of doubts of the Bidders on issues related to this tender/RFP, NHB intends to hold a Pre-Bid meeting on the date and time as indicated in the RFP. The queries of all the Bidders, in writing, should reach by e-mail or by post on or before 26-02-2019 18:00 hrs. at the address as mentioned above. It may be noted that no

Request for Proposal: Empanelment of CA firm/ company

query of any Bidder shall be entertained after the Pre-Bid meeting. Clarifications on queries will be given in the Pre-Bid meeting itself. Only the authorized representatives of the Bidders will be allowed to attend the Pre-Bid meeting.

6.3 Soft Copy of Tender/ RFP Document

The soft copy of the Tender/RFP document will be made available on NHB's website <http://www.nhb.org.in>. The proof of the payment should be enclosed and put in the envelope containing the Technical Bid; in the absence of which the Bid may not be considered for further evaluation.

6.4 Non-Transferability of Tender/ RFP

This tender/RFP document is not transferable.

6.5 Erasures or Alterations

The offers containing erasures or alterations may not be considered. Any interlineations', erasures or overwriting in technical Bids may be considered at the discretion of NHB only if they are initialed by the person signing the Bids. However, any interlineations', erasures or overwriting in any form will not be accepted in the commercial Bid. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. However, NHB may treat offers not adhering to these guidelines as unacceptable. NHB may, in its absolute discretion, waive any non-conformity or irregularity in the offer, which in the opinion of NHB is ancillary and not essential. This shall be binding on all Bidders and NHB reserves the right for such waivers.

6.6 Amendment to the Bidding/ Tender /RFP document

- At any time prior to the deadline for submission of Bids, NHB, for any reason, may modify the Bidding/ Tender/ RFP document, by amendment or corrigendum.
- The amendment will be posted on NHB's website www.nhb.org.in
- All Bidders must ensure that all amendments/enhancements (if any) in the RFP have been considered by them before submitting the Bid. NHB will not have any responsibility in case of any omission by Bidder/s.
- NHB at its discretion may extend the deadline for the submission of Bids.

Request for Proposal: Empanelment of CA firm/ company

- NHB shall not be liable for any communication gap. Further NHB reserve the right to scrap the tender or drop the tendering process at any stage without assigning any reason.

6.7 Language of Bid

The Bid prepared by the Bidders, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and NHB and supporting documents and printed literature shall be written in English.

6.8 Right to Alter Location / Quantities

NHB reserves the right to alter the proposed location/s specified in the RFP. NHB also reserves the right to add/delete one or more location/s from the list specified in this RFP, from time to time.

6.9 Eligibility & Evaluation Criteria

Eligibility Criteria

The Applicants should meet all criteria given below:-

- a) The Applicant firm should be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008. The legal status shall be demonstrated through a copy of registration certificate issued by registrar of companies/firms.
- b) The Applicant firm must be a practicing Chartered Accountant firm having at least ten (10) years of experience in the field of audit/ forensic audit.
- c) The Applicant firm should have at least 5 persons (full time), having relevant qualification, experience and expertise in the field of forensic audit.
- d) The Applicant firm should have had experience of forensic audit with any regulatory body/ Government agency/ Public Sector Enterprise in the last 5 years.
- e) The Applicant firm or any partner of the firm in discharge of his/ her work has not been debarred by ICAI or been disqualified by any other regulatory authority/ Court.

Request for Proposal: Empanelment of CA firm/ company

Evaluation Criteria

No.	Particulars	Maximum Eligible Marks for evaluation
1	Adequacy of manpower to take care of Bank's requirements (Bidder will provide a list of partners as per eligibility criteria which will include Qualification, designation, No of year of Experience, membership number etc.) - More than 15 Partners - More than 10 Partners but less than or equal to 15 Partners - More than 5 Partners but less than or equal to 10 Partners	20 15 10
2	Engaged in the process of at least one assignment in forensic audit in India during the last 5 years. - More than 3 assignments. - More than 1 assignment but less than or equal to 3 assignments. - At least 1 assignment	20 15 10
3	Satisfactory Services Certificate from clients - More than 3 - More than 1 but less than or equal to 3 - At least 1	20 15 10
4	Turnover of the Bidder (Average Turnover of last three years): - More than 10 Crore - More than 5 Crore but less than or equal to 10 Crore - More than or equal to 2 Crore but less than or equal to 5 Crore	20 15 10
5	Number of qualified professionals with CA qualification along with experience of forensic audit - More than 10. - More than 7 but less than or equal to 10. - More than or equal to 5 but less than or equal to 7.	20 15 10

Request for Proposal: Empanelment of CA firm/ company

6.10 Documents Comprising the Bid (Please follow the instructions, if any, separately prescribed in the Formats)

1. Bidder's information in the format as prescribed in **Annexure I**;
2. Compliance Statement Declaration in the format as prescribed in **Annexure II**;
3. The Technical Bid should be submitted in the format as prescribed in **Annexure III**;
4. ECS Mandate in the format as prescribed in **Annexure IV**;

Note: Bids without the EMD amount will be rejected summarily.

6.11 Bid Currency

Bids to be quoted in Indian Rupee only. Bids in currencies other than INR will not be considered.

6.12 Earnest Money Deposit (EMD)

- (a) All the Bids must be accompanied by a refundable interest free security deposit of Rs. 50,000/- (Rs. Fifty Thousand only), by way of an e-payment in favour of **National Housing Bank**.

The Accounts details are given below:

S.No	Type	Particulars
1	Beneficiary Name	National Housing Bank
2	Beneficiary Address	Core 5A, 4th Floor, India Habitat Centre, Lodhi Road, New Delhi 110 003
3	Beneficiary Bank Name	State Bank of India
4	Beneficiary Bank Branch Address	Pragati vihar Delhi Branch, Ground Floor, Core-6, Scope Complex, Lodhi Road, New Delhi - 110 003
5	Type of Bank Account	Current account
6	Beneficiary Bank A/C No	52142903844
7	IFCS code of Bank branch	SBIN0020511
8	MICR No	110004005

- (b) The proof of the payment should be enclosed and put in the envelope containing the Technical Bid; in the absence of which the Bid may not be considered for further evaluation. The Bidders are also required to submit ECS Mandate Form as enclosed in **Annexure-IV**.

Request for Proposal: Empanelment of CA firm/ company

- (c) Any Bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- (d) Any request for exemption from EMD will not be entertained.
- (e) Save as otherwise provided herein or in the definitive agreement, the EMD amount of all unsuccessful Bidders would be refunded on completion of the tendering process on or before 30 days post award of work/contract.
- (f) The EMD security may be forfeited:
 - If Bidder withdraws its Bid/s during the period of Bid validity;
 - If Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract;
 - In case of successful Bidder, if the Bidder fails to Sign the contract; and
 - In case of any breach of the pre-contract Integrity Pact.

6.13 Period of Validity of Bids

- Prices and other terms offered by Bidders must be valid for a period of 3 months from the date of submission of commercial Bid for acceptance by NHB.
- In exceptional circumstances, NHB may solicit the Bidders' consent for extension of the period of validity. Any such request and response thereto shall be made in writing. The Bid security/EMD provided shall also be extended.

6.14 Format and Signing of Bids

Bid herein referred to as “**Proposal for empanelment of CA firm/ company**”

The Original Bids shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the Bids shall put their initials on all pages of the Bids, except for un-amended printed literature.

Request for Proposal: Empanelment of CA firm/ company

6.15 Sealing and Marking of Bids

- All the envelopes shall be addressed to NHB at the address given below:
General Manger
Department of Regulation & Supervision
National Housing Bank
Core 5A, 4th Floor, India Habitat Centre
Lodhi Road, New Delhi - 110003
- All envelopes should indicate on the cover the name and address of Bidder along with contact number.
- The Bidder shall seal the separate envelopes containing proposal for empanelment along with the documents confirming Pre-Qualification Criteria, in the main envelope.
- The envelope should be non-window and separately super scribed as “**Empanelment of CA Firm/ Company for special/ forensic audit of HFCs**”.
- If the envelop is not sealed and marked, NHB will assume no responsibility for the Bid's misplacement or its premature opening.
- Bids not sealed properly shall not be considered and will stand rejected without recourse.
- The Bidder should quote the rate/ amount in figures as well as in words. In case either of the amounts in words or figures is not quoted, the tender will be deemed as invalid.

6.16 Deadline for submission of Bids

- The Bids must be received by NHB at the addressed specified, latest by 1800 Hours on 26-03-2019. No Bid will be accepted after 1800 hours on 26-03-2019. If the Bids are received after 1800 hours, the same will be returned as it is to the Bidder.
- In the event of the specified date for the submission of Bids, being declared a holiday for NHB, the Bids will be received up to the appointed time on the next working day.
- NHB may, at its discretion, extend the deadline for submission of Bids by amending the Bid documents with intimation on NHB's website, in which case, all rights and

Request for Proposal: Empanelment of CA firm/ company

obligations of NHB and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

6.17 Late Bids

Any Bid received by NHB after the deadline for submission of Bids prescribed by NHB will be rejected and returned unopened to the Bidder.

6.18 Opening of Bids by NHB

- On the scheduled date and time, Bids will be opened by NHB Committee in presence of Bidder representatives who will attend the meeting on the specified date and time.
- **Time, Place & Date of Opening of Bids: Meeting Room on 5th Floor at National Housing Bank, Head Office, New Delhi** as per the details mentioned at Clause 1 of this RFP document.
- The Bidder name and presence or absence of requisite EMD, RFP cost and such other details as NHB, at its discretion may consider appropriate, will be announced at the time of Bid opening.

6.19 Clarification of Bids

During evaluation of Bids, NHB, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

6.20 Preliminary Examinations

- NHB will examine the Bids to determine whether they are complete, the documents have been properly signed; supporting papers/documents attached and the Bids are generally in order etc.
- The proposals received by the Bank will be evaluated to arrive at the scoring as per the evaluation criteria specified above. The Bids which are securing the score of 60 or more marks out of a total of 100 marks will be considered as technically qualified and will be further processed. The Bank however retains the right to lower the cut off score if adequate number of bids does not qualify with the minimum score specified above.

Request for Proposal: Empanelment of CA firm/ company

- NHB may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- The decision of NHB is final towards evaluation of the Bid documents.

6.21 Proposal Ownership

The proposal and all supporting documentation submitted by the Bidder shall become the property of NHB unless NHB agrees to the Bidder's specific request/s, in writing that the proposal and documentation be returned or destroyed.

6.22 Instructions to the Bidders

The Bidder shall not outsource the work assigned by NHB, to any third party except with NHB's prior written consent and attend all complaints registered by NHB through its own service/support infrastructure only.

6.23 Timely availability of Support Services

The Consultant should have proper and adequate support mechanism in place at Delhi/NCR and Mumbai to provide all necessary support as and when so required by NHB.

6.24 Bid Opening & Evaluation

The Bank will open the bid, in the presence of Bidders representative who choose to attend, at the time and date mentioned in Bid document at the address mentioned at clause-1.

The bidders or their representatives who are present shall sign register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the appointed time and place on next working day.

Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for empanelment. Bank reserve right to accept or reject any proposed by the bidder without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the bidders.

Request for Proposal: Empanelment of CA firm/ company

6.25 Modification and Withdrawal

- Every Bidder shall submit only one proposal. If any Bidder submits more than one proposal, all such proposals shall be disqualified.
- The Bidders are advised to submit the Bids only after the Pre-Bid Meeting as the Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No Bid will be allowed to be modified after the deadline for submission of Bids. No Bidder shall be allowed to withdraw the Bid, if Bidder happens to be successful Bidder.
- NHB has the right to reject any or all Bids received without assigning any reason whatsoever. NHB shall not be responsible for non-receipt / non- delivery of the Bid documents due to any reason whatsoever.

6.26 Terms and Conditions of the Bidding firms

The Bidding firms are not required to impose their own terms and conditions to the Bid and if submitted will not be considered as forming part of their Bids. The Bidders are advised to clearly specify the deviations as per Annexure-IV, in case terms and conditions of the contract applicable to this RFP are not acceptable to them. The Bidders should also describe clearly in what respect and up to what extent the equipment and services being offered differ/ deviate from the specifications laid down in the specifications and requirements.

6.27 Local conditions

Bidders must acquaint themselves with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

6.28 Contacting NHB or putting outside influence

Bidders are forbidden to contact NHB or its Consultants on any matter relating to this Bid from the time of submission of Bid to the time the contract is awarded. Any effort on the part of the Bidder to influence Bid evaluation process, or contract award decision may result in the rejection of the Bid.

6.29 Proposal Content

The Bidders' proposals are central to the evaluation and selection process. Therefore, it is important that the Bidders carefully prepare the proposal. The quality of the Bidder's

Request for Proposal: Empanelment of CA firm/ company

proposal will be viewed as an indicator of the Bidder's capability to provide the solution and Bidder's interest in the project.

6.30 Banned or Delisted Bidder

Bidders have to give a declaration that they have not been banned or delisted by any Government, Quasi Government agencies, PSUs or PSBs and its subsidiaries. If a Bidder has been banned by any Government, Quasi Government agencies, PSUs or PSBs and its subsidiaries, this fact must be clearly stated. If this declaration is not given, the Bid will be rejected as non-responsive. This declaration will be submitted along with the Technical Bid

6.31 Compliance with Laws

- (a) The Consultant/Bidder shall undertake to observe, adhere to, abide by, comply with and notify NHB about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep NHB indemnified, hold harmless, defend and protect NHB and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- (b) The Consultant shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project/contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NHB and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and NHB shall give notice of any such claim or demand of liability within reasonable time to the Consultant.
- (c) In case NHB undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this contract shall be considered to be

Request for Proposal: Empanelment of CA firm/ company

assigned to the new entity and such an act shall not affect the rights and obligations of the Consultant under this contract.

6.32 Intellectual Property Rights

The Bidder warrants that in the event of its selection as the Consultant: -

- (a) The Inputs to be provided by it shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
- (b) It further warrants that the Deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
- (c) In the event that the Deliverables become the subject of a claim of violation or infringement of a third party's intellectual property rights, the Bidder shall, at its choice and expense: (a) procure for NHB the right to continue to use such Deliverables; (b) replace or modify such Deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified Deliverables as the infringing Deliverables; or (c) if the rights to use cannot be procured or the Deliverables cannot be replaced or modified, accept the return of the Deliverables and reimburse NHB for any amounts paid to the Bidder for such Deliverables, along with the replacement costs incurred by NHB for procuring an equivalent equipment in addition to the penalties levied by NHB . However, NHB shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the Bidder shall be responsible for payment of penalties in case service levels are not met because of inability of NHB to use the proposed solution.
- (d) The Bidder acknowledges that business logics, work flows, delegation and decision making processes of NHB are of business sensitive nature and hence shall not be referred to other clients, agents or distributors of the software. The project shall be deemed as incomplete in case the desired objectives of the project as mentioned in the scope of the project are not met and in case the system is unable to facilitate the processes duly supported by various requirements as envisaged in the RFP.

Request for Proposal: Empanelment of CA firm/ company

6.33 False / Incomplete statement

Any statement/declaration made by the Bidder, if proved wrong or false or incomplete or such as to withhold any information relevant to the award of the tender, at any stage of the tender/Bid process or in the event of his Bid/tender having been accepted, at any stage of the contract, shall render his/their Bid(s)/tender(s)/contract(s) liable to be cancelled/rescinded, in addition to the followings:

- a. If such statement is found at the tender stage, his total earnest money/EMD shall be forfeited and tender/Bid will be summarily rejected.
- b. In case such a statement is found at the contract stage, NHB may take at its discretion appropriate action as provided in the RFP for termination of the contract including invocation of the PBG.

7. BANK'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

The Bank reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the bank's action.

Further, empanelment does not assure that work order will be issued for any assignment for special/ forensic audit. Separate Commercial quotation will be asked from empanelled CA firms/ companies as and when required.

8. General Terms and Conditions

8.1 The Bidder organization must be GST compliant.

8.2 The Bidder must have a valid PAN.

8.3 The Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures. Failure to furnish all information required in the RFP documents, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information as part of response to this RFP Document may result in rejection of the proposal.

Request for Proposal: Empanelment of CA firm/ company

- 8.4** All such amendments made by NHB to the RFP shall become part and parcel of the RFP and same will be notified on NHB's website. The Bidders are required to have a watch on NHB's website for any such amendment.
- 8.5** Bidders must take into consideration each and every line of this RFP document while preparing technical and commercial proposal for the project. Bidders are requested to get any issue clarified by NHB before submitting the responses/Bids. The Bids submitted should be complete in all respect meeting all deliverables under the project. It will be the sole responsibility of the successful Bidder to deliver each and everything as per the scope of the work during the contracted period. NHB will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right perspective.
- 8.6** NHB reserves the right to extend the dates for submission of responses to this document.
- 8.7** NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.
- 8.8** NHB shall be under no obligation to accept the lowest or any other offer/Bid received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. NHB reserves the right to make any changes in the terms and conditions of contract. NHB will not be obliged to meet and have discussions with any Bidder, and or to consider any representations. NHB reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of NHB in this regard is final and no further correspondence in this regard will be entertained.
- 8.9** Notwithstanding anything to the contrary contained in the contract, NHB shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if the successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
- 8.10** After empanelment of agencies of Bidder, the EMD of other unsuccessful / unpaneled Bidder will be released.
- 8.11** Bidder must deploy manpower having requisite qualification, experience, skill-set etc. for the project/contract.

Request for Proposal: Empanelment of CA firm/ company

- 8.12** NHB reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of NHB, the information furnished is incomplete or the Bidder does not qualify for the contract.
- 8.13** The scope of the proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this RFP, on end-to-end solution basis.
- 8.14** The Technical Bids will have to be signed on all pages of the Bid by the authorized signatory. Unsigned Bids would be treated as incomplete and would be rejected.
- 8.15** By submitting proposal/bid, the Bidder agrees to promptly execute contract with NHB for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract/service level agreement with NHB, will relieve NHB of any obligation to the Bidder, and a different Bidder may be selected.
- 8.16** Time and quality of the service are the essence of this agreement/contract. Failure to adhere to the same will be considered as breach of the terms and conditions of the contract.
- 8.17** The agency will nominate one or two nodal officials as a single point of contact for one to one dealing with the bank for smooth processing for successful completion of the assignments.

8.18 Acceptance of Work Order/ Letter of Award

NHB will notify empanelled Bidder in writing by issuing a letter of empanelment in duplicate. The successful Bidder has to return the duplicate copy to NHB within 7 working days from the date of the empanelment duly accepted, and signed by Authorized Signatory in token of acceptance. However, NHB has a right to cancel the empanelment, if the same is not accepted within the stipulated period.

8.19 Taxes

Only GST will be paid by NHB on actual basis as per statutory rates prevalent during the period of service provided. All other taxes as applicable will be borne by the Bidder. NHB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the Consultant.

Request for Proposal: Empanelment of CA firm/ company

8.20 Use of Contract Documents and Information

The Consultant shall not, without NHB's prior written consent, make use of any document or information provided by NHB in Bid document or otherwise except for purposes of performing the contract.

8.21 Assignment

The Consultant shall not assign/sub-contract, in whole or in part, its obligations to perform under the contract, except with NHB's prior written consent.

Annexures

Request for Proposal: Empanelment of CA firm/ company

Annexure - I

Bidder Information

Please provide following information about the CA firm/ company (attach separate sheet if required): -

S. No.	Information	Particulars / Response
1.	Firm/ Company Name	
2.	Full Address, Contact No., Email	
3.	Type of Company [Pub. Ltd./Pvt. Ltd/ partnership/ proprietary]	
4.	ICAI Registration No. Registration Certificate to be enclosed	
5.	PAN/ TAN No.	
6.	GSTIN	
7.	Date from which the firm/ company has been in practice in the field of forensic audit	
8.	Number of full time partners/ directors involved in forensic audit related work, their qualification and past experience	
9.	Number of full time employees having relevant experience and expertise in the field of forensic audit	
10.	Details of branches, if any (No. of branches with the name of the city/town)	
11.	Details of experience in forensic audit of listed companies, banks, insurance companies, public sector enterprises, large reputed organizations, etc. You may Annex a summary of your work profile along with the application.	
12.	Details of empanelment with any regulatory body/ Government agency/ Public Sector Enterprise.	

Request for Proposal: Empanelment of CA firm/ company

13.	Contact Details of Bidder authorized to make commitments to NHB	
14.	Name	
15.	Designation	
16.	Contact No.	
17.	Fax No.	
18.	Mail ID	

Authorized Signatories

(Name & Designation, seal of the company)

Date:

COMPLIANCE STATEMENT DECLARATION

We hereby undertake and agree to abide by all the terms and conditions stipulated by NHB in this RFP including all addendum, corrigendum etc. Any deviation may result in disqualification of Bids.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Request for Proposal: Empanelment of CA firm/ company

Annexure - III

Technical Bid Covering Letter

Date:

To
The General Manager
National Housing Bank
Department of Regulation & Supervision
Head Office
Core 5-A, 4th Floor, India Habitat Centre
Lodhi Road, New Delhi - 110003

Dear Sir,

Technical Bid - _____ Service

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your RFP document [Insert RFP Number] dated [Insert Date]. We are hereby submitting our Proposal.

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

Dated at _____ / _____ day of _____ 2019

Yours faithfully,
For

Signature
Name:

Address:
(Authorised Signatory)

Confidential

Page | - 26 -

Request for Proposal: Empanelment of CA firm/ company

Annexure -IV

[To be submitted along with Technical Bid]

**ECS MANDATE
FORM FOR PROVIDING DETAILS OF BANK ACCOUNT FOR CREDIT OF PAYMENT
FROM NATIONAL HOUSING BANK
(Please fill in the information in CAPITAL LETTERS)**

1. Name of the Bidder _____

2. Address of the Bidder _____

City: _____ Pin Code: _____

E-mail id: _____

Phone /Mobile No. _____

Permanent Account Number (PAN) _____

GST Registration No. _____

TIN No. _____

3. Particulars of Bank Account

A. Name of Account same as in the Bank: _____

B. Name of the Bank: _____

C. Name of the Branch: _____

D. Address of the Branch with Tel No. _____

E. Account No. (appearing in Cheque book): _____

F. Account Type (SB, Current, etc.): _____

G. MICR No. _____

H. IFSC Code of the Bank Branch: _____

I/We hereby authorize National Housing Bank to credit payment(s) to my/our above bank account by ECS. # (#ECS will accepted on centers where the facility is available).

I/We hereby declare that the particular given above are correct and complete. If the transaction is delayed or not effected at all by ECS for reasons of incomplete or incorrect information, I/we would not hold National Housing Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RTGS/NEFT.

I also agree that without prejudice to the generality of the foregoing, in the event National

Request for Proposal: Empanelment of CA firm/ company

Housing Bank is not able to carry out the ECS instructions given by me, National Housing Bank may make such arrangements for payment as deemed appropriate by it, for effecting the transaction.

Place:

Date:

Authorized Signatory/ies

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp:

Date:

Signature of the Authorized Official of the bank
