

RFP Reference No.: -NHB/MRCPD/OUT01511/2022

**Request for Proposal (RFP) For  
Selection of Consultant(s) for setting up a Special Purpose Vehicle (SPV)  
for Promotion and Development of  
Residential Mortgage Backed Securitization in India.**

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**GLOSSARY**

<b>Abbreviation</b>	<b>Description</b>
CA	Chartered Accountant
CFA	Certified Financial Analyst
CPPP	Central Public Procurement Portal
CV	Curriculum Vitae
CVC	Central Vigilance Commission
DA	Direct Assignment
DPIIT	Department for Promotion of Industry and Internal Trade
ECS	Electronic Clearing System
EMD	Earnest Money Deposit
EoI	Expression of Interest
ERP	Enterprise Resource Planning
FRM	Financial Risk Manager
GeM	Government e-Marketplace
GFR	General Financial Rules
GoI	Government of India
GST	Goods and Services Tax
GSTIN	Goods and Services Tax Identification Number
HR	Human Resource
IT	Information Technology
JV	Joint Venture
KRA	Key Responsibility Area
LoA	Letter of Award
LLP	Limited Liability Partnership
MBA	Master of Business Administration
NCLT	National Company Law Tribunal
NCLAT	National Company Law Appellate Tribunal
NDA	Non-Disclosure Agreement
NHB	National Housing Bank
PAN	Permanent Account Number

PAT	Profit after Tax
PBG	Performance Bank Guarantee
PMO	Project Management Office
PMS	Performance Management System
PSE	Public Sector Enterprise
PSU	Public Sector Unit
PTC	Pass-through Certificates
RBI	Reserve Bank of India
RFP	Request for Proposal
RMBS	Residential Mortgage Backed Securitization
SLA	Service Level Agreement
SOP	Standard Operation Procedure
SPV	Special Purpose Vehicle
TAN	Tax Deduction Account Number
TEPC	Technical Evaluation and Processing Committee
TDS	Tax Deducted at Source
TOR	Terms of Reference
UAT	User Acceptance Test
UMDP	Uniform Mortgage Data Program

**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.

**INDEX**

<b>Particulars</b>	<b>Page No.</b>
1. Important Bid Details	6
2. National Housing Bank	7
3. Purpose	7
4. Objective	7
5. Scope of Work & Key Deliverables	9
6. Eligibility Criteria	22
7. Bid Evaluation	24
8. Instructions to Bidders	28
9. Commercial Terms and Conditions	42
10. General Terms and Conditions	44
11. Penalty	48
12. Removal and/or Replacement of Personnel	48
13. Acceptance of Work Order/ Letter of Award	49
14. Definitive Agreement	49
15. Taxes	49
16. Liquidated Damages	50
17. Use of Contract Documents and Information	50
18. Assignment	50
19. Duration of Contract	50
20. Location	50
21. Modification	50
22. Extension of Time	51
23. Standard of Performance	51
24. Reporting Obligations	51
25. Documents Prepared by the Consulting Agency to be the Property of NHB/ SPV	51
26. Pre-Contract Integrity Pact Clause	52
<b>Annexures</b>	
Annexure I : Bidder Information	54
Annexure II : Bidder Experience Details	56
Annexure III : Compliance Statement Declaration	58
Annexure IV : List of Deviations	59
Annexure V : Minimum Eligibility	60
Annexure VI : Technical Bid Covering Letter	61

Annexure VII : Technical Bid Format	62
Annexure VIII : Commercial Bid Covering Letter	63
Annexure IX : Commercial Bid Format	64
Annexure X : ECS Mandate	65
Annexure XI : Letter of Competence Format	67
Annexure XII : Curriculum Vitae (CV) of Key Personnel	68
Annexure XIII : Pre-Contract Integrity Pact	70
Annexure XIV : Service Level Agreement	81
Annexure XV : Confidentiality Cum Non-Disclosure Agreement	99
Annexure XVI : Format of Bank Guarantee	105
Annexure XVII : Certificate	108

<b>1. IMPORTANT BID DETAILS</b>		
1.	Date of commencement of Bidding	29.03.2022
2.	Pre-Bid meeting with Bidders (Date and Time)	06.04.2022; 03:00 pm
3.	Last date and time for receipt of Bidding Documents	11.04.2022; 04:00 pm
4.	Date and Time of Technical Bid Opening	Will be intimated later
5.	Technical Presentation by Bidders	Will be intimated later
6.	Earnest Money Deposit Amount	Rs.4,00,000/- (Rupees Four Lakh only)
7.	Contact Person for any clarifications	Dr. Padmavathy S. AGM, NHB Mob - 8826684322; e-mail: <a href="mailto:padmavathy.s@nhb.org.in">padmavathy.s@nhb.org.in</a>  Shruti Jain, Manager, NHB Mob- 9289305005; e-mail: <a href="mailto:shruti.jain@nhb.org.in">shruti.jain@nhb.org.in</a>
8.	Mode of Submission on Bid	Online through Government e-Marketplace (GeM) Portal

Note:- The link for joining the Pre-Bid Meeting will be published on the Bank's website prior to the date of meeting.

## 2. National Housing Bank

The National Housing Bank (NHB), a statutory institution, is wholly owned by the Government of India, established under the 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 supervise the activities of housing finance companies based on 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 has Regional Offices located at Mumbai, Delhi, Hyderabad, Kolkata & Bengaluru. NHB has Regional Representative Offices located at Ahmedabad, Bhopal, Lucknow, Chennai and Guwahati.

## 3. Purpose

The Reserve Bank of India (RBI) had constituted a Committee on the Development of Housing Finance Securitization Market in May 2019 which submitted its report in September 2019. Emphasizing on the NHB's broad mandate for development of securitization market and its past experience in facilitating many issues of Residential Mortgage Backed Securitization (RMBS) in India, the Committee provided certain NHB specific recommendations, one of which included establishing an intermediary to promote housing finance securitization with the primary functions of standard-setting and market making.

## 4. Objective

- 4.1 The objective of this RFP is to select a Consultant to support the set-up of the proposed Special Purpose Vehicle (SPV) for promotion and development of RMBS in India as indicated in the Report submitted by Committee on the Development of Housing Finance

Securitization Market in September 2019. SPV to play the role of market intermediary is being established, among others, to promote housing finance securitisation with the primary functions of standard-setting and market making. Market intermediary would, therefore, have both developmental and financial objectives.

- 4.2 Simultaneous pursuit of the institutional goals of standard setting and market-making and the strategic goals of financial viability in the RMBS arena, may present design challenges in establishing the organization. The absence of comparable organizational models in the country would necessitate a fair amount of innovation, new ways of working and study and knowledge of similar organizations constituted for the purpose in foreign countries.
- 4.3 SPV which will play the role of market intermediary would therefore require to be able to manage the seemingly conflicting agendas of developing the RMBS market while also sustainably meeting funding requirements of the market participants in an optimal manner. The institution design and its operationalization would need to incorporate all the necessary elements to foster and sustain these twin capabilities.
- 4.4 This RFP proposes to engage the services of Consultant for assisting in setting-up of SPV to play the role of market intermediary for promotion and development of RMBS in India. The bidder shall ensure detailed planning of all aspects of the set-up, execution of plans as per schedule and overall program management of the implementation process. The bidders shall also have to undertake sufficient knowledge transfer post set-up, as and when required.
- 4.5 Proposal from bidders who are interested in participating in this RFP need to fulfil the eligibility criteria mentioned in this RFP and comply with the technical requirement as mentioned hereunder. The bidder is required to agree to all the terms & conditions mentioned under this RFP. The RFP document is not recommendation, offer or invitation to enter a contract, agreement, or any other arrangement, in respect of the services. Broad sections of this RFP include:
  - Scope of work and key deliverables
  - Eligibility and Technical criteria
  - Bid submission and General conditions of contract
  - Select formats
- 4.6 NHB is the issuing authority for this RFP and will be responsible for all administrative matters till the constitution of Board of the proposed SPV. The deliverables will need to be

accepted by NHB till constitution of the Board of the proposed SPV and thereafter by the Board of SPV. Upon constitution of the Board of SPV and acceptance of the contract, the contract shall continue on the same terms and conditions between the Consultant and the SPV for the balance period. Provided that the SPV will be at liberty to enter into fresh contract with the Consultant on the same terms and conditions as set out in this RFP, for the remaining period.

- 4.7 NHB/SPV, as the case may be, will have the liberty to amend/modify the deliverables within the scope of work depending on the actual requirement for setting up of the SPV and subsequent implementation and the Consultant shall be bound by such amendments/modifications and accordingly perform to the satisfaction of NHB/SPV.

**5. Scope of Work & Key Deliverables:**

- 5.1 The objective of the assignment is to help in the setting up of a market intermediary to create a deep and vibrant market for RMBS in India, while being commercially sustainable and not undermining the stability of the broader financial system.
- 5.2 The Consultant would be required to help ensure successful launch of the newly formed SPV to effectively play the role of market intermediary. The work would require developing products and processes related to RMBS and to further enable relevant stakeholders to actively participate so as to facilitate market making process by the SPV. It also needs to be ensured that the proposed SPV has a clear strategy and governance process along with a clear road map of implementation. The SPV is expected to operate in a highly digital environment right from the start. The selected bidder would be required to provide entire gamut of services ranging between conceptualizing the SPV till its actual formation and operationalization. At all times of the continuation of the assignment the Consultant is expected to operate in conformity with regulatory / statutory / Govt guidelines.
- 5.3 Accordingly, the scope of work of the selected Consultant would cover, mainly, though not limited to, the following aspects of institutional design and operationalization:

**A. STAGE 1:**

- i. Conceptualizing the SPV to be set up to function as “market intermediary” as indicated in the Report of the Committee on the Development of Housing Finance

Securitization Market, September 2019.

- ii. Identification and onboarding of equity partners/investors for the SPV.
- iii. Support in finalizing options and setting up of SPV.
- iv. Finalising the governance arrangements, organization policies, structure and systems of the SPV.
- v. Assist in developing institutional building and business strategy, including a business model and operational plan.

**B. STAGE 2:**

- i. Create a blueprint w.r.t. rolling out products and business processes including the support processes.
- ii. Create a blueprint w.r.t. developing a technology (enterprise architecture) strategy linked to the organization of the business with a short / medium term roadmap.

**C. STAGE 3:**

1. Setting up Project Management Office (PMO).
2. Finalising Review structure
3. Support in knowledge transfer / implementation / handholding.

5.4 (i) The Consultant is expected to formulate short-term and long-term plans to achieve successful set-up. The Consultant is also expected to ensure that the newly formed entity will be able to provide seamless services on the date of start of commercial operations. The bidder is further expected to work with the Board of SPV and top management and their delegates.

(ii) The selected Consultant is expected to deliver specified outcomes within a period of 18 months, as mentioned in the scope of work and the work will commence from the date of acceptance of the letter of award .

5.5 Scope of work and deliverables for the bidder includes, but not limited to, the following:

**A. STAGE 1:**

- (1) **Conceptualizing the SPV to be set up to function as market intermediary as indicated in the Report of the Committee on the Development of Housing Finance Securitisation Market, September 2019.**

- The Consultant will help in articulating the purpose, vision, and mission (functional, development and strategic) of the institution through deliberations and inputs from key stakeholders and a rigorous appreciation of the demand-side, supply-side while also considering the important aspects of RMBS in India.
- Develop a high level business strategy document for the SPV.
- Develop and provide a design basis of the SPV informed by the purpose, vision, and mission.
- Detailing likely scenarios for development of market for RMBS in India and implications thereof based on earlier experiences, current landscape of RMBS/securitization in India and experience of relevant global institutions/ banks and development financial institutions from both in developed and developing/emerging markets.
- Recommend detailed roles and capabilities needed for the SPV based on key success factors.
- Submission of report on conceptualizing the SPV.

**(2) Identification and onboarding of equity partners/investors for the SPV .**

- The Consultant will assist NHB in identifying and onboarding the equity partners/investors , including multilateral/bilateral entities , for the SPV w.r.t. equity stake, other than that of NHB.
- Assist in developing and evaluating options for creating diversified and accessible sources of funding/investors.
- Preparation and vetting of legal documentation for onboarding equity partners/investors (JV Agreement/ Shareholders Agreement/ Subscription Agreement etc.)

**(3) Support in finalizing options and setting up of SPV**

- Recommending the nature of the SPV to be set up i.e. whether a public/private/Joint Venture (JV)/Subsidiary etc. alongwith proposed capital structure.
- Preparation of legal documentation regarding setting up of the SPV (Memorandum of Association/ Article of Association etc.) and ensure registration with Registrar of Companies, RBI and other statutory authorities.

**(4) Finalising the governance arrangements, organization policies, structure and systems of the Institution.**

**(a) Support/assist in defining governance of SPV**

- Formulation of Board processes including conduct of board/committee meetings.
- Administration manual for working of Board, including conduct of meetings, fees payable to directors etc.
- Framework and constitution of key board level committees including their charter and their membership.
- Committee structures at different levels defining their charter and membership including during the initial transition / set up period.
- Management reporting to Board including performance management review of overall organization, key verticals and identified positions including matrices/parameters for performance review.
- Submission of report on the governance arrangements of the Institution covering all activities under (a) above.

**(b) Organizational design and structure and talent**

- Assist in laying out principles for the organization structure and thereafter design of future-ready organization structure & capability requirements (roles & profiles, manpower, skill sets, etc.) with flexibility for increase/ decrease in modular manner.

- Assist in developing Accountability Matrix for monitoring and control, including processes for communication, decision-making, issue escalation, program reporting etc.
- Suggest desired end state with clear recommendations including staff strength, number of locations, mix of permanent/non-permanent staff, etc.
- Outline Talent Management strategy to create robust pipeline of skilled officers and succession planning for leadership; recruitment/talent induction model to attract talent as well as to ensure sustained growth in head count in line with business growth.
- Draft roles of key personnel, advertisements for hiring of key resources.

**(c) Support in drafting HR Policies**

- Establishment rules including staff rules and disciplinary rules.
- Deputation policies both inwards and outwards.
- Identify comparable institutions and Human Resource (HR) levels therein for compensation benchmarking.

**(d) Support in designing an Institutional purpose synchronised Performance Management system (PMS)**

- Framework for and design of a PMS that reinforces and reflects the institutional purpose and mission.
- Plan for roll out of PMS at all levels.
- Outline Key Responsibility Areas (KRAs) for employees.

- Develop Target setting process, using appropriate reference data points.

**(e) *Competency building and skill development***

- Devise action plan to cover training needs on specialized areas, soft skills, reskilling etc.
- Support in creating a training plan including all internal programmes, alternative training channels, training models/processes.
- Submission of report on the organization policies, structure and systems of the Institution i.e. covering activities under (b) to (e) above.

**(5) *Assist in developing institutional building and business strategy, including a business model and operational plan.***

**(a) *Support in developing a strategic roadmap and business model***

- Develop and analyse options for selection of business model/s.
- Outline 5-year and 10-year strategic roadmap/s for the institution as master plan with clear activities & milestones for set-up of various products, processes, policies, systems and working models.
- Identify areas where subsidiaries, trusts or partnerships may be required.

**(b) *Support in developing strategy for diversified sources of funding***

- Assist in developing and evaluating options for creating diversified and accessible sources of funding aligned to various stages and risk appetite.
- Gauge interest from funding sources, where applicable.
- Assist in defining the overall liability strategy.

(c) *Business model implementation planning*

- Help formulate the business model for various functions, organizational structure, and related business processes. The initial design of the business model should focus on all key areas of various functions, people, process, and technology.
- Design staff deployment & development at various functions based on the expected volumes, nature of business and workflows.
- Submission of report on developing institutional building and business strategy, including a business model and operational plan i.e. covering activities under (a) to (c) above.

**B. STAGE 2:**

**(1) Create a blueprint w.r.t. rolling out products and business processes including the support processes**

As per recommendation of the Committee's Report, the "market intermediary" must (1) create economic incentives for participants to pursue securitization all types of housing loans and not just those that fall under the priority sector definition, (2) move the participants away for Direct Assignment (DA) to Pass-through Certificates (PTC), and (3) attract broader pools of capital beyond banks. The "market intermediary" should be able to develop securitization as a reliable source of funding a complement and not a substitute to the current funding sources.

To achieve above, the selected Consultant would require to perform plethora of activities to aid and assist the intermediary in below listed (indicative only) activities:

**(a) Products and processes to meet financial objective to execute and facilitate securitisation transactions**

- Consultant to roll out products and processes for carrying out RMBS transactions. While designing products, Consultant to ensure that a diversified pool of mortgages

should be created through different products so as to diversify risk element.

- Facilitate mechanics to execute and facilitate securitization transactions by identifying (housing loan pools that can be securitized), devising ways of underwriting, providing and suggesting different types of credit enhancement, formulating methods of monitoring and collections, identification of investors, providing impetus to trading of securities etc. so as to attract market players/participants so as to undertake RMBS.
- Establish criteria for assessment of asset quality of loan pools receiving support from SPV which shall include establishing underwriting guidelines that the originator will need to conform in order to qualify the loans they originate to be part of the securitisation pool.
- Establishing guidelines for the creation of the pool - including minimum size, seasoning, rating, etc.
- Devise ways of appraising and monitoring the loan pools including populating data from varied data sources and use of technology across project life cycle .
- Structure transactions according to investor requirements and ensure all legal and regulatory conditions are complied with.
- Set up Issuer SPVs and Trusts to enable transactions to come to market.
- Develop templates such as for appraisal and monitoring.
- Develop key operational and business metrics.
- Submission of report covering activities under (a) above.

**(b) Products and processes to meet development objective to support development of RMBS in India**

- Consultant shall not only assist in developing new products for RMBS but also assist in developing types of credit enhancements, investment instruments etc. for developing the RMBS market in India.

- Work with market institutions to develop processes from origination to maturity.
- Consultant shall interact with market institutions and create detailed workflows, key operational and business metrics and dashboards to monitor the business processes and performance of the RMBS market.
- Identify expertise needed to act as market intermediary / market maker.
- Identify key steps required for fulfilling role in development of liquid market for institutions and other related products for undertaking RMBS.
- Submission of report covering activities under (b) above.

**(c) *Advisory and consultation functions including development of RMBS pipeline***

- Support in creation of roadmap to act as an intermediary for the purpose of promotion, development, standard setting, and market making of RMBS.
- The Consultant may also be required to co-ordinate with State Departments/ Agencies and Government Authorities (Centre and State) w.r.t. provisions of Stamp Duties, taxation rules etc. as the case may be.
- Submission of report covering activities under (c) above.

**(d) *Support processes such as strategy planning, risk management, audit, accounting, etc:***

- Design overall compliance architecture covering legal, regulatory, accounting, taxation related issues as well as issues related to secondary market development and related to data and information, etc.
- Set up a process for audit of mortgages.
- Set up a process for inhouse analysis on the quality of mortgage origination and servicing.
- Analyse and advise on risk models, develop road map for risk mitigation, risk sharing, internal financial controls, and audit.

- Allocation and treatment of risks i.e. default risk, interest rate risk, prepayment risk, regulatory risk etc.
- Help put in place risk management framework and risk management policies.
- Assist in drafting of key manuals and SOPs for priority processes.
- Submission of report on rolling out products and business processes including the support processes covering activities under (d) above.

**(2) Create a blueprint w.r.t. developing a technology (enterprise architecture) strategy linked to the organization of the business with a short / medium term roadmap**

The SPV is expected to be predominantly staffed with professionals. A robust technology/enterprise architecture with seamless fully IT based interwoven with the workflow, enabling work from anywhere, is foreseen as a pre-requisite to support such an organisation.

**(a) *Framework and road map for business linked enterprise architecture-based technology and data management***

- Principles for technology setup for short and medium term (3-5 years).
- Suggest key layers and components including ERP, software for Uniform Mortgage Data Program (UMDP) etc. required including other workflow software, as necessary, including cloud-based solutions.
- Advise on new technologies for various aspects including monitoring of underlying securities etc.
- Suitable technological packages taking into account all aspects relating to mortgage servicing and its transparency for the benefit of the investors through the SPV will have to be developed eventually. Computerization at the origination and servicing stage is the key to providing accurate and reliable data to the investor.
- The information and technology base linking the SPV with other agencies must be developed quickly as this would form an important component of the basic structure

of the system.

- Develop appropriate cyber security principles.
- Build up the SPV's website.
- Identification, support in procurement (RFP design), and roadmap for implementation of technology tools including ERP, software for UMDP, software for support processes including regulatory/statutory/other reporting, finance, HR process automation and efficiency improvement other than ERP, if any. The same also includes onboarding of vendors by the Consultant to execute the proposed roadmap.
- Outline future-ready technology organization structure & capability requirements (roles & profiles, manpower, skill sets).

**(b) *Design of tools and templates***

- **Tools:** Smart tools and templates for effective and timely RMBS program management.
- **Dashboard:** Design reports and dashboards for information and analysis for decision making.
- **Workflow management:** Set up a workflow and process for handling the change requests in products and processes that require approval at various levels such as various internal Committees/Board.
- Submission of report on technology (enterprise architecture) strategy linked to the organization of the business with a short / medium term roadmap covering activities under (a) to (b) above.

The Consultant will be creating roadmap for adopting digitized high impact processes - both external (client) facing and internal. Trade-offs, if any, should be clearly brought out. The final processes should have impact in terms of minimum turn-around-time, minimum manual effort and maximum automation, and be digitally enabled.

**C. STAGE 3:****(1) Setting up Project Management Office (PMO):**

(a) The successful bidder shall be responsible to set-up PMO for under implementation or future implementation of the Project. They are expected to perform following:

- Set up PMO, at the premises indicated by NHB/ SPV, as the case may be, which shall include at least 1 Project Director (with 10-12 years of relevant experience), 1 Project Manager (5-7 years of relevant experience) and 2 Subject matter experts (with 5-7 years of relevant experience). Relevant experience refers to experience of initial set-up of organization (preferably a company) across public sector enterprises/undertakings (PSEs/PSUs) or Private Sector (Parent Company/ Institution's Balance Sheet size should be atleast ₹10,000 crore) or GoI special purpose vehicles. Set up activities have further been defined under Para 6 (Eligibility Criteria), sl.no.2.
- Project plan preparation
- Project monitoring (Time, Quality and Cost) and reporting
- Scope coverage
- Risk assessment and mitigation plan
- Project governance and escalation etc.

(b) The Consultant is expected to provide expert project management resources to handhold NHB/SPV throughout the entire project management life cycle.

(c) PMO shall be responsible for implementing the blueprints/reports submitted in Stages 1 and 2 , and which are acceptable to NHB/SPV, as the case may be.

(d) Participate in all project related discussions.

(e) Provide regular updates to the management as required by NHB/SPV.

(f) To provide project appraisal & future roadmap report.

**(2) Finalising Review structure**

Assist in implementing the review structure (setting up timelines, collation of inputs, preparation of status updates, exception handling, conduct of meetings, reporting of

outcomes and follow-up actions). Submission of Report on finalizing the above review structure.

**(3) Support in knowledge transfer / implementation / handholding**

- Subsequent to start of operations, further design refinement and assessing implementation of the processes and documentation in co-ordination with the Management/implementation team, taking into account cost benefit assessment, practicality of implementation, risk parameters, etc.
- The selected bidder will work to help issue of RFPs, advise on selecting vendors, and on-board vendors.
- The selected bidder should also run the project management office as detailed above to help the SPV realize first version of select high-impact digitized processes including User Acceptance Tests (UAT).
- Create a plan for transfer of knowledge including trainings, hand-over material and other relevant documents.
- Train the core team, as applicable, and provide required handholding support to enable them to carry forward the setting-up process further till stabilization.
- Capability building for disseminating and refining operating models/processes created.
- Develop a road map along with prioritization matrix for knowledge transfer.
- Any other support that may be required for promoting and operationalizing such a company.
- Submission of conclusion report covering knowledge transfer / implementation / handholding covering all above.

The scope detailed above in Clause 5 is for the setting-up of the SPV for promotion and development of RMBS in India. The endeavour is to develop the blue-print and design of prioritized elements required to operationalise the SPV. The exact deliverables will be based on the above scope. The implementation and handholding phase will be at the discretion of the

issuing agency (i.e NHB / SPV, as the case may be) .

#### 6. Eligibility Criteria:

The eligibility criteria to participate in bidding process are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Documents in support of all eligibility criteria are required to be submitted in Eligibility Bid. Offers received from the bidders who do not fulfil any of the following eligibility criteria will be rejected.

An Evaluation Committee will be setup for the purpose of qualification, assessment, and selection of the bidder under this RFP.

Sl. No.	Eligibility Criteria	(Proof of documents required / must be submitted)
1	Bidder should be a limited company (Public/Private) or Limited Liability Partnership (LLP) registered in India under the Companies Act, 1956/2013 as amended, for the last 10 years as on RFP issuance date.	Certified copies of Certificate of Incorporation/Registration, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the certified copies of Memorandum of Association and Articles of Association, wherever applicable are required to be submitted along with the eligibility bid.
2	Bidder should have experience of at least 1 completed assignment in helping 'initial set-up' of one organization (preferably a company) across public sector enterprises/undertakings (PSEs/PSUs) or Private Sector (Parent Company/Institution's Balance Sheet size should be atleast ₹10,000 crore) or GoI special purpose vehicles in last 7 years (date of completion of assignment should be within last 7 years of issue of this RFP). 'Set-up' activities include elements such as strategy or vision or roadmap or design; business plan or revenue model; roadmap and project management for implementation; identification and detailing of	Completion Certificate or a Self-Declaration to be furnished by the bidder on its letter head. In case of self- declaration, bidder must provide a copy of the detailed work order and contact details of key official at Client's end who may be contacted for confirmation of credentials.

	<p>key processes; documentation; organization structure; IT Infrastructure and HR processes, etc. and any incidental activity(s) related to setting up of such line of business.</p> <p><u>Note:</u> Initial set up in above para would also include work such as conversion of an organization into a new type of organization or work done within 2 years of launch of new organization.</p>	
3	The bidder should have Net Profit (PAT) in last three financial years. (i.e. 2018-19, 2019-20 & 2020-21)	Copy of audited financial statements of financial years i.e. 2018-19, 2019-20 & 2020-21.
4	<p>The bidder should be a Consulting Firm with an annual revenue (net of GST) of at least INR 250 Crore in each of the three financial years (i.e. 2018-19, 2019-20 &amp; 2020-21).</p> <p>Consulting Firm refers to an entity involved in assisting and advising organizations in solving business problems across strategy/operations/performance/ transformation/turnaround/ organization design/ HR through specialized expertise &amp; experience.</p> <p>Revenues refer to revenues that the Consulting Firm has earned as consultation or advisory fees in India on topics such as strategy/operations/sales/performance /transformation/turnaround/organization design/HR through specialized expertise &amp; experience.</p> <p>Consortium bidding is not permitted. Credentials and resources including key personnel of only one and the sole bidder will be considered for evaluation.</p> <p>It is clarified that consortium would generally</p>	

	be with other unrelated entities, hence, bidding with parent or associate may not be considered as consortium bid.	
5	The bidder should not have been censured / black listed / banned / barred / disqualified / prohibited by GoI or State Government or any regulator or any court of law including NCLT / NCLAT or any quasi-judicial authority or any other statutory authority as on date.	Self-declaration to this effect on the bidders' letter head should be submitted.

The bidder must comply with all above-mentioned criteria. Non-compliance of any of the Eligibility criteria will entail rejection of the offer summarily. The Evaluation Committee reserves the right to verify / evaluate the claims made by the bidder independently. Any discrepancy could lead to censuring / blacklisting of the bidder. Any decision in this regard shall be final and binding upon the bidder.

**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.

## 7. Bid Evaluation

The evaluation process will be divided into following two stages:

- I) Eligibility and Technical Evaluation
- II) Commercial Evaluation

The Evaluation Committee will open the technical bids submitted on GeM (Governance e-marketplace) Portal.

1. **Eligibility Evaluation:** Eligibility would be evaluated first for all participating

bidders. The bidders, who qualify all Eligibility Criteria as mentioned above, will be taken up for Technical Bid Evaluation. Remaining bids shall be rejected.

2. **Technical Evaluation:** Bids from bidders, who fulfil the eligibility criteria conditions related to bidder's financial stability and experience fully as mentioned above, will be taken up for further evaluation/selection process.

A maximum of 100 marks will be allocated for the Technical Bid. Only the technical proposals will be evaluated at this stage.

Further, Bidders scoring less than 70 marks (cut-off score) out of 100 marks in the technical evaluation (including the marks of the presentation) shall not be considered for further selection. Once the evaluation of technical proposals is completed, the bidders who score more than the prescribed cut-off score will only be short listed.

#### I) Eligibility & Technical Evaluation

The evaluation of technical proposals will be based on parameters indicated below:

S.N.	Evaluation Parameters	Max Marks	Scoring Methodology
1.	<p>Experience of Consulting Firm in providing consultancy services within India</p> <p><i>(Consultancy Services include assisting and advising organizations in solving business problems across strategy/operations/performance/ transformation/ turnaround/ organization design/ HR through specialized expertise &amp; experience.)</i></p> <p>&gt; 15 years &gt;10 years and &lt;=15 years &gt;05 years and &lt;=10 years</p>	15 10 05	Evidence of work done in the projects to be provided by the consultant through letter of award of contract.
2.	<p>Experience in providing consulting services w.r.t. setting up Company/JV for Public Sector Banks (PSBs)/Public Sector Financial Institutions/Private Sector (Parent Company/Institution's Balance Sheet size should be atleast ₹10,000 crore) (completed projects only) and satisfactory Services</p>		Evidence of work done in the projects to be provided by the consultant through letter of award of contract and completion certificates with effect to having completed the assignment satisfactorily, as acceptable to NHB.

	Certificate / Project Completion certificate from PSBs/Public Sector FIs.  Consultancy to >5 Consultancy to >2 and <=5 Consultancy upto 2	15 10 05	
3.	No. of Professionals on the payroll (Full-time) as on 31st March, 2021 having minimum MBA/CFA/FRM/CA or equivalent qualification with proven experience in mergers and acquisitions  ➤ > 1000 ➤ >= 500 and <= 1000 ➤ < 500	15 10 05	Documentary evidence in the form of self-declaration.
4.	Average Turnover for Last 3 years (FY 2018-19 to 2020-21) from Consulting and Advisory services from India operations  ➤ > Rs.1000 crore ➤ >Rs.500 crore to <= Rs.1000 crore ➤ >Rs.250 crore to <= Rs.500 Crore	10 07 05	Audited Balance Sheet of last three years
5.	<b>Write-ups &amp; Presentations</b>		
(a)	Understanding of the context of creation of a dedicated special purpose vehicle to play the role of Market Intermediary for RMBS in India	10	Assessment by Evaluation Committee based on write up and interaction during the presentation to the evaluation committee.
(b)	Understanding of the scope and deliverables of the assignment demonstrated in the response to the RFP	10	
(c)	Approach and methodology ➤ Proposed approach and methodology for the entire scope of work. ➤ Availability of tools, templates, standard operating procedures & best practices to be adopted for setting up the special purpose vehicle. ➤ Relevance and robustness of project plan created by the bidder in terms of delivering outcomes and meeting timelines.	25	

	➤ Team to be deployed including Project Director, Project Manager, Subject matter/Domain Experts etc.		
<b>Total</b>		<b>100</b>	

**Note:**

- Bidders have to provide copies of supporting documents against each criterion mentioned above, without which bid may be rejected.
- The bidders have to submit write ups and make a presentation before the Evaluation Committee, failing which the bids shall be liable for rejection.
- Further, Bidders scoring less than **70 marks (cut-off score)** out of 100 marks in the technical evaluation (including the marks of the presentation) shall not be considered for further selection. Once the evaluation of technical proposals is completed, the bidders who score more than the prescribed cut-off score will only be short listed.

The Evaluation Committee may, at its sole discretion, decide to seek more information / proof from the bidders. The purpose of proposed presentation is to enable NHB to seek clarifications and gain a better understanding about the team and the approach to the assignment. All Technical Bids will be evaluated by the Evaluation Committee. Minimum marks for technical qualification is 70. Those securing less than 70 will be disqualified and will not participate in the next stage of the bidding.

The commercial proposals of short-listed bidders, post technical evaluation, will then be opened on GeM Portal. Non-compliance of any point in scope of work and technical requirements will lead to rejection from the further bidding process. After technical evaluation commercial bids of only technically qualified bidders will be opened on GeM Portal.

**II) Commercial Evaluation**

In respect of all the qualified bidders, in whose case, the commercial bid has been opened, a combined techno-commercial evaluation will be done by the evaluation committee as per the following procedure:

e.g. RFP has listed a minimum qualifying marks for technical eligibility as 70 and the weightage for technical bids and financial bids as 75:25. Four proposals A, B, C & D are received. A, B, C & D have scored 75, 80, 90 & 65 marks respectively on technical evaluation. Being below the cut-off of 70, D stands disqualified and its financial bid will not be opened. A, B & C stand qualified.

Financial bids of A, B & C are opened at notified time/place in presence of authorized representatives of the bidders who choose to participate. Their quotes and evaluated cost is given as under (lowest quote is evaluated as 100):

	Quoted Cost	Evaluated Cost
A	180	120
B	150	100
C	165	110

Using the formula  $LEC/EC$ , where  $LEC$  = lowest evaluated cost &  $EC$  = evaluated cost, A, B & C were awarded following points for financial proposals:

A  $100/120 = 83$  points

B  $100/100 = 100$  points

C  $100/110 = 91$  points

In the combined evaluation, the combined technical and financial score is calculated with weightage as follows and ranked:

	Technical Score	Financial Score	Total Score	Rank
A	$75 \times 0.75$	+ $83 \times 0.25$	= 77	H3
B	$80 \times 0.75$	+ $100 \times 0.25$	= 85	H2
C	$90 \times 0.75$	+ $91 \times 0.25$	= 90.25	H1

Thus, proposal C has been ranked H1 with quoted price of 165 and emerged winner.

Kindly note that the evaluation committee reserves the right to finalize the scores from the available bid documents and presentation made by the bidder and the evaluation committee decision on techno-commercial evaluation is FINAL.

## 8. Instructions to Bidders

### 8.1 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).
- 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. An authorised representative of the Consultant will initial all pages of the original hard copy of the Eligibility cum Technical and Financial Proposals.
- Bidders are required to direct all communications related to this RFP, through the nominated Point of Contact persons, mentioned below:

Contact Persons: Padmavathy S Assistant General Manager MRCPD, NHB Ph: 8826684322	Contact Persons: Shruti Jain Manager MRCPD, NHB Ph: 9289305005
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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 only through GeM.
- Bidder should not have been blacklisted/debarred from participation in the Bid process by any of the Govt. Departments/PSUs/Banks/Financial Institutions in India.

## 8.2 Mode of Submission of Bid

The tender/RFP has been published on GeM Portal. The soft copy of the tender document can also be downloaded from NHB's website <http://www.nhb.org.in> under the section of "Tenders" and on Central Public Procurement Portal (CPPP). The bid/ responses are mandatorily to be submitted through GeM Portal only and no other mode of submission shall be permitted. Bids, if any, submitted through any other mode shall be rejected and no further communications shall be entertained.

## 8.3 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 through online mode on the date and time as indicated in the RFP. The queries of all the Bidders should be uploaded on GeM on or before **04.04.2022**. It may be noted that no 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. The link for meeting will be published on Bank's website under the section of "Tenders".
- The queries should necessarily be submitted in the following format:

SN	RFP Para No. & Page No.	RFP Content requiring clarification (s)	Point (s) for clarification (s)
1			
2			
3			

- NHB shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications received not as per the specified format above or after the indicated date and time may not be entertained by the NHB.

#### 8.4 Non-Transferability of RFP

This RFP document is not transferable.

#### 8.5 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.

#### 8.6 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 in the RFP will be uploaded on GeM Portal and NHB's website [www.nhb.org.in](http://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.
- NHB shall not be liable for any communication gap. Further, NHB reserve the right to scrap the tender/RFP or drop the tendering process at any stage without assigning any reason.

#### 8.7 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.

#### 8.8 Right to Alter Location

NHB/SPV, as the case may be, reserves the right to add/delete location/s as per its requirement.

#### 8.9 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. Bidder's Experience details in the format as prescribed in **Annexure II**;
3. Compliance Statement Declaration in the format as prescribed in **Annexure III**;
4. List of Deviations, if any, in the format as prescribed in **Annexure IV**;
5. Information on Minimum Eligibility in the format as prescribed in **Annexure V**;
6. The Technical Proposal: The Technical Bid should be submitted in the format as prescribed in **Annexure VII** along with the covering letter in the format as prescribed in **Annexure VI**.
7. The Commercial Proposal: The Commercial Bid should be submitted in the format as prescribed in **Annexure IX** along with the covering letter in the format as prescribed in **Annexure VIII**. Documents comprising the Commercial Proposal/Bid should be
8. ECS Mandate in the format as prescribed in **Annexure X**;
9. Letter of Competency in the format as prescribed in **Annexure XI**;
10. Curriculum Vitae (CV) of the Key Personnel in the format in **Annexure XII**;
11. Pre-Contract Integrity Pact (wherever applicable) in the format in **Annexure XIII** (*The Pre-Contract Integrity Pact should be submitted neatly typed in on Rs.100/- non-judicial stamp paper duly signed by the authorized signatory and the same will be signed on behalf of NHB subsequently. The date of execution should be the date as mentioned in the Technical Bid by the Bidder*)
12. Service Level Contract in the format prescribed in **Annexure XIV**.
13. Confidentiality cum Non-Disclosure Agreement in the format prescribed in **Annexure XV**.
14. Performance Bank Guarantee in the format prescribed in **Annexure XVI**.
15. Certificate in the format prescribed in **Annexure XVII**.

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

**8.10 Bid Currency**

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

**8.11 Earnest Money Deposit (EMD)**

- (a) All the Bids must be accompanied by a refundable interest free security deposit of Rs. 4,00,000/- (Rs. Four Lakh 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, Core6, Scope Complex, Lodhi Road, New Delhi - 110003
5	Type of Bank Account	Current account
6	Beneficiary Bank A/C No	52142903844
7	IFCS code of Bank branch	SBIN0020511
8	MICR No	110002658

- (b) The proof of the payment should be enclosed/furnished along with 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-X**.
- (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) Save as otherwise provided herein or in the definitive agreement, the EMD amount of the successful Bidder will be refunded after execution of SLA and submission of PBG for value amounting to 3% of total contract value as per terms of the RFP.
- (g) 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.

### 8.12 Performance Bank Guarantee (PBG)

The successful Bidder will be required to provide Performance Bank Guarantee (PBG) of value amounting to 3% of the total cost of contract value, in the form of bank guarantee from a scheduled commercial bank in the format as substantially prescribed in **Annexure-XVI**. The PBG should be valid till at least 03 months beyond the expiry of contract period or such other extended period as NHB/SPV, as the case may be, decide. The PBG is required to protect the interest of NHB/SPV against the risk of non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions including labour laws and any other laws/rules/regulations, by the successful Bidder. Default in successful implementation of the conditions of the contract, may warrant the invoking of PBG, and also if any act of the Consultant/Bidder results into imposition of Liquidated Damages/penalty, then NHB/SPV, as the case may be, reserves the right to invoke the Performance Bank Guarantee submitted by such Bidder. The decision of NHB/SPV as to non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions etc., shall be final and binding on the successful Bidder.

### 8.13 Period of Validity of Bids

- Prices and other terms offered by Bidders must be valid for a period of 06 months from the last date of submission of 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.

- NHB may, at its discretion, extend the deadline for submission of Bids by amending the Bid documents with intimation on GeM Portal and NHB's website, in which case, all rights and obligations of NHB and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- On the scheduled date and time, Bids will be opened online through GeM portal.

#### **8.14 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.

#### **8.15 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.
- NHB may, at its sole discretion, waive any minor infirmity, nonconformity 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.

#### **8.16 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.

#### **8.17 Instructions to the Bidders**

The Consultant shall not assign/sub-contract, in whole or in part, its obligations to perform under the contract, except for legal support/services.

**8.18 Price Composition & Variation**

- The bidder should clearly furnish the cost matrix strictly as per the structure, if any, provided in the **Annexure IX**. Any deviation may lead to Bid rejection. Also no options should be quoted other than as per the Commercial Bid. Wherever options are given, the Bid is liable to be rejected.
- The commercial offer shall be on a fixed price basis. No price variation relating to cost of consultancy excluding taxes (present and future) will be entertained for any work assigned during the period of contract.
- Only GST will be paid as applicable as per the statutory provision.
- Date of implementation of project shall be the date of acceptance of the letter of award (Starting Date) or such other date as may be fixed by NHB. The same date shall be considered for renewal of support services etc., if applicable.

**8.19 Timely availability of Support Services**

The bidder should have proper and adequate support mechanism at places indicated by NHB/SPV, as the case may be, to provide all necessary support under this project.

**8.20 Manuals/Drawings**

The bidder shall provide complete technical and other documentation/s for the services supplied during the period of contract. All the manuals shall be in English and must be clearly indicative of services supplied.

**8.21 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.

#### **8.22 Revelation of Prices**

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the Bid except in the Commercial Bid. Failure to do so will make the Bid liable to be rejected.

#### **8.23 Terms and Conditions of the bidders**

The bidders 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.

#### **8.24 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.

#### **8.25 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 Commercial 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.

#### **8.26 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 proposal will be viewed as an indicator of the Bidder's capability to provide

the solution and Bidder's interest in the project.

#### **8.27 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.

#### **8.28 Compliance with Laws**

- (a) The Consultant/Bidder shall undertake to observe, adhere to, abide by, comply with and notify NHB/SPV, as the case may be, 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//SPV, as the case may be, indemnified, hold harmless, defend and protect NHB/SPV 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/SPV, as the case may be, 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/SPV shall give notice of any such claim or demand of liability within reasonable time to the Consultant.

- (c) In case NHB/SPV, as the case may be, undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Consultant under this contract.

#### 8.29 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/SPV, as the case may be, 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/SPV, as the case may be, for any amounts paid to the Bidder for such Deliverables, along with the replacement costs incurred by NHB/SPV for procuring an equivalent equipment in addition to the penalties levied by NHB/SPV. However, NHB/SPV 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/SPV to use the proposed solution.
- (d) The bidder acknowledges that business logics, work flows, delegation and decision making processes of NHB/SPV, as the case may be, 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.

**8.30 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 any stage of the contract, NHB/SPV, as the case may be, may take at its discretion appropriate action as provided in the RFP for termination of the contract including invocation of the PBG.

**8.31 Restriction on procurement from a bidder of a country which shares a land border with India:**

- Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

However, such registration is not required for being eligible under this RFP in case the bidders are from countries (even if sharing land border with India) to which Government of India has extended lines of credit or in which the Government of India is engaged in development projects, as per the updated list of such countries given on website of Ministry of External Affairs.

- The bidder shall also submit a certificate as per the format enclosed as **Annexure XVII**. If such certificate given by the successful bidder is found to be false, this would be a ground for immediate termination of the contract and for further legal action in accordance with law.
- For the purpose of this clause:
  - a. "Bidder" (including the term 'tender', 'consultant' or 'service provider' in certain contexts) means any person or firm or company or LLP, including any member of a firms or companies or LLP, every artificial juridical person not falling in any of the

descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

b. "Bidder from a country which shares a land border with India" for the purpose of this Order means:-

- (i) An entity incorporated, established or registered in such a country; or
- (ii) A subsidiary or an entity incorporated, established or registered in such a country; or
- (iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (iv) An entity whose beneficial owner is situated in such a country; or
- (v) An Indian (or other) agent of such an entity; or
- (vi) A natural person who is a citizen of such a country; or
- (vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

c. The beneficial owner for the purpose of (b) above will be as under.

- i. In case of company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

"Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company;

"Control" shall include the right to appoint majority of the directors or to control the management or policy decision including by virtue of their shareholding or management rights or shareholders agreement or voting agreement;

- ii. In case of partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control ownership.
- d. An Agent is a person employed to do any act for another, or to preset another in dealings with third person.

## 9 Commercial Terms and Conditions

Bidders are requested to note the following commercial terms and conditions for this project.

### 9.1 Price

- a) The price quoted by the Bidder should include all type of costs.
- b) The price should be valid for full contract period i.e. for a period of 18 months which may be extended, if required, by NHB/SPV, as the case may be, at no extra cost.
- c) The price should be exclusive of taxes.
- d) Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.

## 9.2 Timelines for Deliverables & Payment Schedule

Any payment will be released only after submission of PBG & post-signing of Service Level Agreement as per the following payment schedule.

Deliverables	Timelines	%age
<b>Milestone 1</b>		
<b>Completion of Stage 1:</b>	6 months	10
1. Submission of report on conceptualizing the SPV.		
2. Identification and onboarding of equity partners/investors for the SPV.		10
3. Finalizing options and setting up of SPV.		
4. Submission of report on the governance arrangements, organization policies, structure, and systems of the Institution		10
5. Submission of report on developing institutional building and business strategy, including a business model and operational plan.		
<b>Completion of Stage 2:</b>	6 months	8
1. Submission of report on rolling out products and processes to meet financial objective to execute and facilitate securitisation transactions.		
2. Submission of report on rolling out Products and processes to meet development objective to support development of RMBS.		8
3. Submission of report on advisory and consultation functions including development of RMBS pipeline.		8
4. Submission of report on rolling out support processes.		8
5. Submission of report on technology (enterprise architecture) strategy linked to the organization of the business with a short / medium term roadmap.	8	

<b>Total</b>		70
<b>Milestone 2</b>		
<b>Completion of Stage 3:</b>	Within 06 months from date of completion of stage 2	10
1. Setting up Project Management Office (PMO).		
2. Submission of report on final Review structure.		10
3. Support in knowledge transfer / implementation / handholding. 4. Submission of conclusion report covering knowledge transfer / implementation / handholding.		10
<b>Total</b>		30
<b>Grand Total</b>		<b>100</b>

**Note:**

- *Effective date shall be date of acceptance of letter of award*
- *The payment quoted by the bidder shall be divided into two milestones as indicated above and the payment will be released accordingly.*
- *Stages as above shall be considered completed upon acceptance of requisite Reports/deliverables by NHB/SPV, as the case may be, to its satisfaction.*
- *The details of above milestones may be derived from Clause 5 (Scope of Work & Key Deliverables).*
- *Deliverables defined under Stage 1 and Stage 2 are Interchangeable.*

**9.3 Payment in case of termination of contract**

Subject to the terms of the RFP, in case the Contract is terminated, payment towards services will be made on pro rata basis, for the period services have been delivered, after deducting applicable penalty and TDS/other applicable taxes.

**10 General Terms and Conditions**

10.1 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.

- 10.2 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 and GeM Portal. The Bidders are required to have a watch on NHB's website and GeM Portal for any such amendment.
- 10.3 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.
- 10.4 All drawings, photographs, reports, recommendations, estimates, documents and all other data compiled or received by the Consultant under this Contract shall be the property of the NHB/SPV, shall be treated by him/her as confidential, shall be delivered only to the duly authorized officials on completion of work under this Contract or as may otherwise be specified by NHB/SPV under this Contract. In no event shall be the contents of such document or data are made known by the Consultant to any person or organisation without written approval of NHB/SPV. Subject to the provisions of this Clause, the Consultant may retain a copy of the document produced by him.
- 10.5 All copyright, patents and other intellectual property rights in all countries and all proprietary rights in the manuscripts, records and other materials except for the existing materials, publicly or privately owned, collected or prepared in the course of the execution of this Contract, shall become the property of NHB/SPV as appropriate, who shall have the right to publish the same in whole or in part, copyright and takeout patents etc. as NHB/SPV may determine appropriate.

**10.6 Equipment and Materials Furnished by NHB/SPV**

Equipment and materials made available to the selected Bidder by NHB/SPV or purchased by the selected Bidder with funds provided by NHB/SPV, shall be the property of NHB/SPV and shall be marked accordingly. Upon termination or expiration of this Contract, the selected Bidder shall make available to NHB/SPV an inventory of such equipment and materials and shall dispose of such equipment and

materials in accordance with NHB/SPV's instructions. Such equipment or property when returned to NHB/SPV shall be in the same condition as when delivered to the Consultant, subject to normal wear and tear. The selected Bidder shall, if any event be liable to the NHB/SPV for the loss of or damage to such equipment or property through his/her fault or negligence.

**10.7 Monitoring of Consultant's Performance:**

NHB/SPV, as the case may be, would monitor the progress of the project through meetings with the selected Bidder at a time and place to be indicated by NHB/SPV.

**10.8 Selected Bidder's Personnel and Sub-consultants**

The selected Bidder shall employ and provide such qualified and experienced Personnel and sub-consultants as are required to carry out the Services.

**10.9 Description of Personnel**

The titles, agreed job descriptions, qualification and estimated periods of engagement in the carrying out of the Services of each of the Selected Bidder's Key Personnel are described in **Annexure XII**. Any adjustments shall only be made with NHB/SPV, as the case may be, approval.

10.10 Subject matter experts, Project Manager and Project Leader should be available for interaction with the NHB/SPV, as and when required by NHB/SPV. NHB/SPV will give adequate notice for requesting for such an interaction. The Selected Bidder will not field any substitute at the aforesaid interaction meetings unless prior approval has been accorded by NHB/SPV. Other experts indicated are in addition and not in lieu of the key experts.

**10.11 Approval of Personnel**

The Key Personnel and Sub-consultants listed by title as well as by name in **Annexure XII** are hereby approved by NHB. In respect of other Key Personnel which the Selected Bidder propose to use in the carrying out of the Services, the Selected Bidder shall submit to NHB/SPV, as the case may be, for review and approval a copy of their Curriculum Vitae data.

**10.12 Team Deployment in the PMO**

The Selected Bidder shall ensure that at all times during the period of the Contract, a

Project Director, Project Manager and Subject Matter Experts (as indicated earlier under the set up of PMO), acceptable to NHB/SPV, as the case may be, shall take charge of the performance of such Services and also interface with NHB/SPV on a day to day basis. The Name and Contact Details of the team members should be provided in the proposal.

- 10.13 NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.
- 10.14 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.
- 10.15 Although service window has been defined as **10:00AM to 06:00 PM**, the selected Bidder must provide services beyond the above time in case of urgent requirement of NHB/SPV, as the case may be, without any extra cost.
- 10.16 Notwithstanding anything to the contrary contained in the contract, NHB/SPV as the case may be, shall be at liberty to invoke the PBG 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.
- 10.17 On faithful and satisfactory execution of assignments under the contract in all respects, the PBG of the successful Bidder will be released by NHB/ SPV, as the case may be, if not forfeited due to any reason as provided herein, after a period of 03 months after completion/execution of the assignments/contract.
- 10.18 Bidder must deploy manpower having requisite qualification, experience, skill-set etc. for the project/contract.
- 10.19 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.

- 10.20 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.
- 10.21 The Commercial and 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.
- 10.22 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.
- 10.23 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.

## **11 Penalty**

In case of delay in completion of any stage of the milestone within stipulated time by the Consultant, NHB/SPV, as the case may be, will impose a penalty as per below:

- i. No penalty for first two weeks delay.
- ii. After two weeks, penalty of 0.5% of the payment linked to corresponding stage of the milestone for the first week; and for any subsequent delays after first week, an additional penalty of 0.25% for each week's delay, subject to maximum of 10% of the payment linked to the particular stage of the milestone. Fraction of week shall be construed as one week for the said purpose. Once the maximum is reached, NHB/SPV reserves the right to cancel the order at its discretion and PBG submitted may be invoked.

## **12 Removal and/or Replacement of Personnel**

- a) If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel (personnel according to NHB/SPV engaged for key assignments under the contract by the Consultant), the Consultant shall forthwith provide as a replacement a person of equivalent qualifications and skills. In case of a critical vacancy, the Consultant shall provide a temporary resource for not more than 2 months.

- b) If NHB/SPV, as the case may be, finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at NHB/SPV as the case may be, written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to NHB/SPV.
- c) The Selected Bidder shall bear all out-of-pocket expenses arising out of or incidental to any removal and/or replacement.

### **13 Acceptance of Work Order/Letter of Award**

NHB will notify the successful bidder in writing by issuing a letter of award/work order in duplicate. The successful bidder has to return the duplicate copy to NHB within 15 days from the date of the letter of award/work order duly accepted, and signed by Authorized Signatory in token of acceptance. However, NHB has a right to cancel the letter of award/work order, if the same is not accepted within the stipulated period.

### **14 Definitive Agreement**

The successful Bidder will sign Service Level Agreement (SLA) substantially in the format as provided in **Annexure XIV** and the Confidentiality cum Non-Disclosure Agreement (NDA) in **Annexure XV** with NHB within 15 days of the letter of award (LoA) or within such extended period as may be decided by NHB. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement/s as a result of this RFP process shall be borne by successful Bidder. Copy of Board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and non-disclosure agreement, should be submitted.

### **15 Taxes**

Applicable taxes will be paid by NHB/SPV, as the case may be, as the recipient of the services, on actual basis as per rates prevalent during the period of Contract. NHB/SPV 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.

### **16 Liquidated Damages**

If the Consultant fails to complete the due performance of the contract in accordance with agreed specifications and conditions to the satisfaction of NHB/SPV, as the case may be or abandons the project/contract without completing as per the agreed terms, NHB/SPV, as the case may be, reserves the right to recover damages at 10 percent of the contract value as and by way of liquidated damages not as penalty. It is clarified that the liquidated damages shall be over and above the penalty, if any, imposed under Clause 11.

**17 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.

**18 Assignment**

The Consultant shall not assign/sub-contract, in whole or in part, its obligations to perform under the contract, except for legal support/services.

**19 Duration of Contract**

The contract shall be valid for 18 months from the date of the acceptance of letter of award and all the Deliverables should be delivered within 18 months from the date of acceptance of the letter of award.

**20 Location**

The services under the RFP shall be performed at such locations as the NHB/SPV, as the case may be, may approve.

**21 Modification**

Modification of the terms and conditions of this RFP & Contract executed subsequently, including any modification of the scope of the work, may only be made by written agreement between the Parties to the contract or their duly authorized representatives.

**22 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure, however no extra payments shall be made beyond the contracted price for any such delay.

**23 Standard of Performance**

The Approach and Methodology followed by the Consultant for performing its services should be in line with the requirements spelt out in the RFP. Any deviation will require approval of the NHB/SPV, as the case may be. The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the NHB/SPV, and shall at all times support and safeguard NHB/SPV's legitimate interests in any dealings with sub-consultants or Third Parties.

**24 Reporting Obligations**

The Consultant shall furnish, compile or make available at all times to the NHB/SPV and records of information, oral or written, which NHB/SPV, as the case may be, may reasonably request of the services to be performed under this contract.

**25 Documents Prepared by the Consulting Agency to be the Property of NHB/SPV**

- (i) All drawings, photographs, reports, recommendations, estimates, documents and all other data compiled or received by the Consultant under this Contract shall be the property of NHB/SPV, shall be treated by the Consultant him/her as confidential, shall be delivered only to the duly authorized officials on completion of work under this Contract or as may otherwise be specified by NHB/SPV under this Contract. In no event shall the contents of such document or data be made known by the Consultant to any person or organisation without written approval of NHB/SPV.

Subject to the provisions of this Article, the Consultant may retain a copy of the document produced by him.

- (i) All copyright, patents and other intellectual property rights in all countries and all proprietary rights in the manuscripts, records and other materials except for the existing materials, publicly or privately owned, collected or prepared in the course of the execution of this Contract, shall become the property of NHB/SPV as appropriate, who shall have the right to publish the same in whole or in part, copyright and takeout patents etc. as NHB/SPV may determine appropriate.

## 26 Pre-Contract Integrity Pact Clause

A "Pre-Contract Integrity Pact" would be signed between NHB and the Bidder. This is a binding agreement between NHB and Bidders. Under this Pact, the Bidders agree with NHB to carry out the assignment in a specified manner. The format of Pre-Contract Integrity Pact will be as per **Annexure - XIII**.

In this regard, NHB has appointed Shri Hari Krushna Dash, IAS (Retd.) (email id: [hkdash184@hotmail.com](mailto:hkdash184@hotmail.com)) and Shri Lov Verma, IAS (Retd.) (email id: [lov\\_56@yahoo.com](mailto:lov_56@yahoo.com)) as independent external monitors for the Integrity Pact in consultation with the Central Vigilance Commission.

The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings under the Integrity Pact:

- (i) Denial or loss of contracts;
- (ii) Forfeiture of the EMD/Bid security and the performance bond/PBG;
- (iii) Liability for damages to the principal and the competing Bidders; and
- (iv) Debarment of the violator by NHB for an appropriate period of time.

The Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior compliance program for the implementation of the code of conduct throughout the company.

# Annexures

Annexure - IBidder Information

Please provide following information about the Company/LLP (Attach separate sheet if required):-

S. No.	Information	Particulars / Response
1.	Company/LLP Name	
2.	Date of Incorporation	
3.	Type of Company [Govt/PSU/Pub. Ltd / Pvt. Ltd/LLP]	
4.	Registration No. and date of registration. <b>Registration Certificate to be enclosed</b>	
5.	Address of Registered Office with contact numbers [phone / fax]	
6.	PAN No	
7.	<b>Contact Details of Bidder authorized to make commitments to NHB</b>	
8.	Name	
9.	Designation	
10.	FAX No	
11.	Mail ID	
12.	Registered Office and Addresses Contact Person(s) Phone Fax E-mail Website	
13.	Provide the range of services /options offered by you covering scope of work as indicated in Clause 5.	Yes / No / Comments (if option is 'No')

14.	Any pending or past litigation (within three years)? If yes, please give details Also mention the details of claims and complaints received in the last three years (About the Company / Services provided by the company).	Yes/No/Comments (if option is 'Yes') (If option is 'Yes' Bidder may Not be considered)		
15.	Please mention turnover and Net Profit/Loss for last three years and include the copies of Balance Sheet in support of it.	Year	Turnover	Net Profit/Loss(-)
		2018-19		
		2019-20		
		2020-21		

**Audited Balance sheet and Profit & Loss accounts for last 3 years to be submitted.**

### Authorized Signatories

(Name & Designation, seal of the company)

Date:

Annexure - IIBidder Experience Details

1.	Bidder's experience in providing consultancy in the field of assisting and advising organizations in solving business problems across strategy/operations/performance/transformation/turnaround/organization design/HR through specialized expertise & experience. (in years)			
	a) Experience in India			
	b) Global experience			
2.	Experience of completed assignments in helping 'initial set-up' of one organization (preferably a company) across public sector enterprises/undertakings (PSEs/PSUs) or Private Sector (Parent Company / Institution's Balance Sheet size should be atleast ₹10,000 crore) or GoI special purpose vehicles in last 7 years (date of completion of assignment should be within last 7 years of issue of this RFP)			
3.		Name of the customer & Contact information	Active/Expired	Contract Period (From to To Date)
(i)	Project 1			
(ii)	Project 2			
(iii)	Project 3			

4.	Total number of service contracts executed.	
5.	Service Parameters	
6.	No. of qualified personnel employed	
7.	Number of operating offices in India	
8.	Details of Reference client's Sites	
(i)	Reference site 1	
(ii)	Reference site 2	
9.	Operating Office in NCR.	

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Annexure - III

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:

Annexure - IV

LIST OF DEVIATIONS

We certify that the services offered by us for RFP confirms to the requirement stipulated as per this RFP with the following deviations:

Bidders are requested to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.

NHB may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by NHB will not entitle the Bidder to submit a revised Bid.

List of deviations

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

(If left blank it will be construed that there is no deviation from the specifications given above)  
(The decision of NHB is final towards evaluation of the Bid documents)

**Authorized Signatories**

(Name & Designation, seal of the company)

Date:

Annexure -VMinimum Eligibility

## Part-I

Following format has to be filled by the Bidder and has to be submitted along with relevant documentary proof.

S.No.	Basic Requirements	Proposed	Document Required

**Authorized Signatories**  
(Name & Designation, seal of the company)

**Date:**

Annexure - VI

Part I

Technical Bid Covering Letter

Date :

To

The \_\_\_\_\_

National Housing Bank,  
Market Research Consultancy & Promotion Department  
Core 5-A, 3<sup>rd</sup>-5<sup>th</sup> 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 **NHB/MRCPD/OUT01511/2022** dated **29.03.2022**. We are hereby submitting our Proposal, which includes Minimum Eligibility Criteria, and Technical Bid..

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

Dated at \_\_\_\_\_ / \_\_\_\_\_ day of \_\_\_\_\_ 2022

Yours faithfully,

**For**

**Signature**

**Name:**

**Address:**

**(Authorised Signatory)**

Annexure -VIITechnical Bid Format

Bidder response to the Technical Bid of this RFP document must be provided as detailed in Clause 7. Any extra information may be provided as separate section at the end of Technical Bid document. Technical Bid should be submitted with covering letter.

**1. Details as detailed under Clause 7 (I).**

Sl.No.	Evaluation Parameters	List of supporting documents
1	I.1	
2	I.2	
3	I.3	
4	I.4	
5	I.5 (a, b and c)	

**2. List of deviations** (as per Annexure - IV)**3. Technical Proposal Covering Letter** (as per Annexure -VI)

Annexure -VIII

Commercial Bid Covering Letter

The \_\_\_\_\_  
National Housing Bank,  
Market Research Consultancy & Promotion Department  
Core 5-A, 3<sup>rd</sup>- 5<sup>th</sup> Floor, India Habitat Centre, Lodhi Road,  
New Delhi - 110003

Dear Sir,

**Commercial Bid - \_\_\_\_\_ Service**

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your Request for Proposal **NHB/MRCPD/OUT01511/2022** dated **29.03.2022** and our Proposals (Technical and Commercial Proposals). The Total fee (excluding taxes as applicable and payable under the local laws) and out of pocket expenses that we might incur and there will be no additional charges.

Our Commercial Proposal shall be binding upon us, subject to the modifications resulting from contract discussions, up to expiration of the validity period of the Proposal i.e. \_\_\_\_\_ up to \_\_\_\_\_ [date].

Yours faithfully,  
For .....

**Signature**

**Name**  
**Address**

**(Authorised Signatory)**  
Date:

Annexure -IX

Commercial Bid Format

The structure of the Bidder's commercial response to this RFP must be as per following order. The Commercial Bid Response must be submitted with Commercial Bid covering letter, format of which is given at the end this section.

Total Contract Value in Rs. \_\_\_\_\_ (In words and figures)

*{excluding Taxes}*:

Bidders are requested to note the following:

- All the details must be provided as per format. Incomplete formats will result in rejection of the proposal.
- All the quoted costs must exclude applicable taxes.
- All the rates must be quoted in INR.
- The prices in any form or by any reasons should not be disclosed in the Technical or other parts of the Bid except in the Commercial Bid. Failure to do so will make the Bid liable to be rejected.
- The commercials quoted in the Commercial Bid are valid for six months from the last date of submission of bids.

**Authorized Signatories**

**(Name & Designation, seal of the company)**

**Date:**

Annexure - X

[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 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

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

Bank's Stamp:

Date:

Signature of the Authorized Official of the bank

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Annexure XI

**Letter of Competence Format**

[To be submitted along with Technical Bid]

[To be executed on a non-judicial stamp paper]

Letter of Competence for Quoting against NHB's RFP No. / .....

This is to certify that we \_\_\_\_\_ [Insert name of Bidder],  
Address \_\_\_\_\_ are fully competent to undertake and successfully  
deliver the scope of services mentioned in the above RFP. This proposal is being made after fully  
understanding the objectives of the project and requirements like experience, skills etc.

We certify that the quality and number of resources to be deployed by us for the purpose will be  
adequate to meet the requirement and provide the services professionally and competently.

We also certify that all the information given by in response to this RFP is true and correct.

**Authorized Signatories**

(Name & Designation, seal of the company)

Date:

Annexure XIICurriculum Vitae (CV) of Key Personnel

Marks will be awarded where complete details are provided. It is mandatory that Bidder to provide details of project handled, brief of the assignment, period for each of the resource proposed relevant to scope of the RFP. Each resource deployed shall provide self-certificate indicating relevant experience of RFP scope.

Format

1) Proposed Position [only one candidate shall be nominated for each position Expert]:

2) Resource Name:

3) Nationality:

4) Date of Birth

5) Educational Qualifications:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

6) Certifications and Trainings attended:

7) No. of years" of experience

8) **Total No. of years with the Company/LLP**

9) **Areas of expertise and no. of years of experience in this area (as required for the Profile - mandatory):**

Sno	Project Name	Year & Period spent on project	Brief of the Project	Project Relevance to scope of work of this RFP (section details)	Project Customer Name, Contact Details & Address

10) **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

11) **Membership of Professional Associations:**

12) **Employment Record** [Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment,

name of employing organization, positions held.]:

From (Year):                      To    (Year):

Institution who has availed services:

**13) Positions held:**

<b>Detailed Tasks Assigned</b>	<b>Relevant Work Undertaken that Best Illustrates the experience as required for the Role (provide maximum of 6 citations of 10 lines each)</b>
	<p>(Among the assignments in which the staff/personnel has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under Clause 5 and as required for the role as listed in “List of the key professional positions whose CV and experience would be evaluated”)</p> <p>Name of assignment or project:  Year:  Location:  Institution who has availed services:  Main project features:  Positions held:  Value of Project (approximate value or range value): _____  Activities performed:</p>

**14) Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

Date:

*(Signature of staff member or authorized representative of the staff)*

Full name of Authorized Representative:

Annexure XIIIPre Contract Integrity Pact

(To be executed on a non-judicial stamp paper)

This pre-bid/pre-contract Agreement (hereinafter called "**this Integrity Pact**") between, the National Housing Bank, a bank established under the provisions of the National Housing Bank Act, 1987 having its Head Office at Core 5A, India Habitat Centre, Lodhi Road, New Delhi-110003 represented through Shri/Ms \_\_\_\_\_, (Designation) (hereinafter called "NHB", which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the First Part

**AND**

M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "Bidder" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

*(The party of the First Part and the party of the Second Part are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**")*

**WHEREAS** NHB proposes to procure Management Consultants for setting up a Special Purpose Vehicle for promotion and development of RMBS in India as mentioned in the RFP No. \_\_\_\_\_ ("RFP") and the Bidder is willing to offer/has offered \_\_\_\_\_ (name of the items/services) as desired by NHB in terms of the RFP;

**WHEREAS** the Bidder is a private company/public company/Government undertaking/ partnership/registered export agency, constituted in accordance with the relevant law in the matter and NHB is a statutory body established under the Act of Parliament;

**WHEREAS** to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

- (i) enabling NHB to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- (ii) enabling Bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors

will also abstain from bribing and other corrupt practices and NHB will commit to prevent corruption, in any form, by its officials by following transparent procedures.

**AND WHEREAS** the Parties hereto hereby agree to enter into this Integrity Pact on the terms and conditions mentioned hereinafter.

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

### **1. Commitments of NHB**

- 1.1** NHB undertakes that no official of NHB, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.
- 1.2** NHB will, during the pre-contract stage, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 1.3** All the officials of NHB will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.** In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to NHB with full and verifiable facts and the same is prima facie found to be correct by NHB, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by NHB and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by NHB the proceeding under the contract would not be stalled.

### **3. Commitments of Bidders**

- 3.1** Compliance of the Instructions of GOI/Guidelines of CVC/Others: The Bidder undertakes that in case of its selection as the successful Bidder, it shall perform its duties under the Contract in strict compliance of the relevant and extant instructions of Government of India, GFR issued by Ministry of Finance, Guidelines of CVC and provisions of the Procurement Manual/relevant instructions of NHB, as applicable

to the subject matter.

- 3.2 The Bidder represents that it has the expertise to undertake the assignment/contract and also has the capability to deliver efficient and effective advice/services to NHB under the contract in terms of the RFP.
- 3.3 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- (a) The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NHB, connected directly or indirectly with the Bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the Bidding, evaluation, contracting and implementation of the contract.
  - (b) The Bidder has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NHB or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
  - (c)\* The Bidder shall disclose the name and address of its agents and representatives including its foreign principals or associates.
  - (d)\* The Bidder shall disclose the payments to be made by it to agents/brokers or any other intermediary, in connection with this Bid/contract.
  - (e)\* The Bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to NHB or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect or any such intercession, facilitation or recommendation.
  - (f) The Bidder, either while presenting the Bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of NHB or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  - (g) The Bidder will not collude with other parties interested in the contract to

impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.

- (h) The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  - (i) The Bidder shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by NHB as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
  - (j) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
  - (k) The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
  - (l) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly is a relative of any of the officers of NHB or alternatively, if any relative of an officer of NHB has financial interest/stake in the Bidders firm, the same shall be disclosed by the Bidder at the time of filing of tender.  
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
  - (m) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of NHB.
  - (n) The Bidders shall disclose any transgressions with any other company that may impinge on the anti-corruption principle.
  - (o) The Bidder has not entered into any undisclosed agreement or understanding with other Bidders with respect of prices, specifications, certifications, subsidiary contracts, etc.
- 3.4** The Bidder undertakes and affirms that it shall take all measures necessary to prevent any possible conflict of interest and in particular commit itself to the following:
- (a) The Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of NHB, while rendering any advice or service.
  - (b) The Bidder shall act/perform, at all times, in the interest of NHB and render any advice/service with highest standard of professional integrity.
  - (c) The Bidder undertakes that in case of its selection as the successful Bidder, it shall provide professional, objective, and impartial advice and at all times and

shall hold NHB's interests paramount, without any consideration for future work, and that in providing advice it shall avoid conflicts with other assignments and its own interests.

(d) The Bidder declares/affirms that it has not been hired by NHB for any assignment that would be in conflict with its prior or current obligations to other employers/buyers, or that may place it in a position of being unable to carry out the assignment/contract in the best interest of NHB. Without limitation on the generality of the foregoing, the Bidder further declares/affirms as set forth below:

(i) **Conflict between consulting activities and procurement of goods, works or non-consulting services (i.e. services other than consulting services) -**

The Bidder has not been engaged by NHB to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the Bidder. The Bidder is fully aware that it shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Further, the Bidder is also aware of the fact that in case it has been hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services) resulting from or directly related to the consulting services for such preparation or implementation.

This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the Bidder's obligations under a turnkey or design and build contract.

(ii) **Conflict among consulting assignments** – The Bidder understands that neither Bidder (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be hired for the assignment that, by its nature, may be in conflict with another assignment of the Bidder. *As an example, Bidders assisting NHB in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, Bidders hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.*

(iii) **Relationship with NHB's staff** – The Bidder is aware that the contract may not be awarded to the Bidder in case it is observed that it, including its experts and other personnel, and sub-consultants, has/have a close

business or family relationship with a professional staff of NHB (or of the project implementing agency) who are directly or indirectly involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract; or (iii) the supervision of such contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to NHB throughout the selection process and the execution of the contract.

- (iv) **A Bidder shall submit only one proposal either individually or as a joint venture partner in another proposal:** If the Bidder, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

#### **4. Previous Transgression**

- 4.1** The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.
- 4.2** The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason.

#### **5. Accountability**

- 5.1** The Bidder undertakes that in case of its selection as the successful Bidder and assignment of the contract to the Bidder, it shall be accountable for the advice/supply made/to be made and/or for any service rendered/to be rendered by it to NHB, keeping in view norms of ethical business, professionalism and the fact that such advice / services to be rendered by it for a consideration.
- 5.2** The Bidder shall be accountable in case of improper discharge of contractual obligations and/or any deviant conduct by the Bidder.

#### **6. Personal Liability**

The Bidder understands that in case of its selection as the successful Bidder, the Bidder is expected to carry out its assignment with due diligence and in accordance with

prevailing standards of the profession. The Bidder shall be liable to NHB for any violation of this Integrity Pact as per the applicable law, besides being liable to NHB as may be provided under the service level agreement/contract to be executed.

## **7. Transparency and Competitiveness**

The Bidder undertakes that in case of its selection as the successful Bidder, it shall keep in view transparency, competitiveness, economy, efficiency and equal opportunity to all prospective tenderers/Bidders, while rendering any advice/service to NHB, in regard with matters related to selection of technology and determination of design and specifications of the subject matter, Bid eligibility criteria and Bid evaluation criteria, mode of tendering, tender notification, etc.

## **8. Co-operation in the Processes:**

The Bidder shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of contractual obligations by the Bidder.

## **9. Sanctions for Violations**

**9.1** Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle NHB to take all or any one of the following actions, whenever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However the proceedings with the other Bidder(S) would continue.
- (ii) The Earnest Money Deposit (in per-contract stage) and / or Security Deposit /Performance Bond/PBG (after the contract is signed) shall stand forfeited either fully or partially, as decided by NHB and NHB shall not be required to assign any reason therefor.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by NHB, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from NHB in connection with any other contract,

such outstanding payment could also be utilized and appropriated by NHB to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments already made by NHB, along with interest.
  - (vi) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to NHB resulting from such cancellation /rescission and NHB shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
  - (vii) To debar the Bidder from participating in future Bidding process of NHB for a minimum period of five year which may be further extended at the discretion of NHB.
  - (viii) To recover all sums paid in violation of this Integrity Pact by Bidder(S) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by NHB with the Bidder, the same shall not be opened.
  - (x) Forfeiture of Performance Bond/PBG in case of a decision by NHB to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.
- 9.2** NHB will be entitled to take all or any the actions mentioned at para 10.1(i) to (x) of this Integrity Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention or Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 9.3** The decision of NHB to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Integrity Pact.

#### **10. Fall Clause:**

The Bidder undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU/Public Sector Bank and if it is found at any stage that similar product/systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to NHB, if the contract has already been

concluded.

## 11. Disqualification & Forfeiture of EMD/PBG etc

The Bidder(s) agree(s) that:

- (a) Prior to award of contract or during execution of the contract, if the Bidder (s) has/have committed any transgression/breach of this Integrity Pact, NHB is entitled to disqualify the Bidder(s) from the tendering process/terminate the contract.
- (b) If NHB disqualifies the Bidders(s) from the tendering process prior to award of contract under clause (a) above, NHB is entitled to demand and recover the damages equivalent to the EMD and in such event, the EMD shall be forfeited.
- (c) After selection of the successful Bidder and/or during execution of the contract, any breach/violation by the successful Bidder of this Integrity Pact under clause (a) above shall entail forfeiture of performance bond/Performance Bank Guarantee (PBG).
- (d) It is agreed that the decision of NHB regarding forfeiture of EMD/ performance bonds/ PBG shall be final and binding.

## 12. Independent External Monitors:

- 12.1 NHB has appointed Shri Hari Krushna Dash, IAS (Retd.) (email id: [hkdash184@hotmail.com](mailto:hkdash184@hotmail.com)) and Shri Lov Verma, IAS (Retd.) (email id: [lov\\_56@yahoo.com](mailto:lov_56@yahoo.com)) as Independent External Monitors (hereinafter referred to as "the Monitors") for this Integrity Pact in consultation with the Central Vigilance Commission.
- 12.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- 12.3 The Monitors shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.
- 12.4 Both the Parties accept that the Monitors have the right to access all the documents relating to the project procurement including minutes of meeting.
- 12.5 As soon as the Monitor notices, or has reason to believe a violation of this Integrity Pact, he will so inform the Authority designated by NHB.
- 12.6 The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of NHB including that provided by the Bidder. The Bidder

will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents (s) of the Bidder/sub-contractor with confidentiality.

**12.7** NHB will provide to the Monitor sufficient information about all meetings among the Parties related to the project provided such meeting could have an impact on the contractual relations between the Parties. The Parties will offer to the Monitor the option to participate in such meeting.

**12.8** The Monitor will submit a written report to the designated Authority of NHB within 8 to 10 weeks from the date of reference or intimation to him by NHB/Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

**13. Facilitation of Investigation:**

In case of any allegation of violation of any provision to this Integrity Pact or payment of commission, NHB or its agencies shall be entitled to examine all the documents including the Books of Accounting of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**14. Law and Place of Jurisdiction:**

This Integrity Pact is subject to Indian Law. Any dispute arising out of this shall be subject the jurisdictions of the Courts at New Delhi.

**15. Other Legal Action:**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings. However, the Parties shall not approach the Courts of Law while representing the matters to the Monitor/s and shall await the decision of the Monitor/s in the matter.

**16. Validity:**

**16.1** The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both NHB and the Bidder, including warranty period, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six month from the date of the

signing of this Integrity Pact.

- 16.2** Should one or several provisions of this Integrity Pact turn out or be invalid, the remainder of this Integrity Pact shall remain valid. In this case the Parties will strive to come to an agreement to their original intentions.

The Parties hereto sign this Integrity Pact on the day, month and year and at the place mentioned herein below.

<p><b>For National Housing Bank</b></p> <p><b>(Authorised Signatory)</b></p> <p><b>Place:</b></p> <p><b>Date:</b></p> <p><b><u>Witness</u></b></p> <p>1. _____</p> <p>_____</p> <p><b>(Name &amp; Address)</b></p> <p>2. _____</p> <p>_____</p> <p><b>(Name &amp; Address)</b></p>	<p><b>For Bidder</b></p> <p><b>(Authorised Signatory)</b></p> <p><b>Place:</b></p> <p><b>Date:</b></p> <p><b><u>Witness</u></b></p> <p>1. _____</p> <p>_____</p> <p><b>(Name &amp; Address)</b></p> <p>2. _____</p> <p>_____</p> <p><b>(Name &amp; Address)</b></p>
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*(\* provisions of these clauses would need to be amended /deleted in line with the policy of NHB in regard to involvement of Indian agents of foreign suppliers.)*

Annexure XIV

(To be executed on a non- judicial stamp paper)  
Service Level Agreement

THIS SERVICE LEVEL AGREEMENT (hereinafter referred to “this **Agreement**”) is made on this \_\_\_\_\_ day of the month of \_\_\_\_\_, 20\_\_\_\_, by and between,

National Housing Bank, a bank constituted under the National Housing Bank Act, 1987, having its Head Office at Core 5A, 3<sup>rd</sup> -5<sup>th</sup> floors, India Habitat Centre, Lodhi Road, New Delhi-110003 (hereinafter called “**NHB**”), which expression shall include wherever the context so permits, its successors and assigns ; AND

\_\_\_\_\_, a company/Firm registered under the Companies Act, 1956/Partnership Act,, having its registered office at \_\_\_\_\_ (hereinafter called the “**Consultant**”), which expression shall include wherever the context so permits, its successors and permitted assigns.

(Hereinafter NHB and the Consultant are collectively referred to as “the Parties” and individually as “the Party”)

WHEREAS

- (A) NHB intends to hire the Management Consultants for setting up a Special Purpose Vehicle to support the set-up of the proposed SPV for promotion and development of RMBS in India as detailed in the Request for Proposal no. \_\_\_\_\_ on \_\_\_\_\_ (date) (including Corrigendum/Clarification, if any, issued) hereinafter collectively referred to the “**RFP**” (attached hereto as **Appendix- I**).
- (B) The Consultant has been selected through open tendering process by way of floating the RFP by NHB followed by evaluation of Eligibility & Technical Proposal & Commercial Proposal of the Bidders and accordingly the letter of award no. \_\_\_\_\_ dated \_\_\_\_\_ (“LoA”) (attached hereto as **Appendix- II**) has been issued by NHB to the Consultant;
- (C) The Consultant has accepted and agreed to provide the Services in accordance with terms and conditions of RFP and the LoA.

(D) In terms of the RFP, NHB and the Consultant have agreed to enter into this Agreement in the manner hereinafter appearing:

NOW THEREFORE the Parties hereby agree as follows:

## **1. GENERAL PROVISIONS**

### **1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Agreement have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" or "this Contract" means and shall construe this Agreement;
- (d) "Deliverables" means and includes the major deliverables as specified in Clause \_\_\_\_\_ of the RFP.
- (d) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- (e) "Personnel" means persons hired/to be hired by the Consultant as employees and assigned to the performance of the Services or any part thereof.
- (f) "Project" means collectively the Services and the Deliverables to be provided as detailed in the RFP.
- (g) "Services" or "Scope of Work" means and includes the scope of work to be performed by the Consultant as described/set out in Clause \_\_\_\_\_ of the RFP.
- (h) "Third Party" means any person or entity other than NHB and the Consultant.

### **1.2 Principles of Interpretation**

In this Agreement , unless the context otherwise requires:

- a) All capitalized terms unless specifically defined in this Agreement shall have the meaning given to them in the RFP;
- b) Words and abbreviations, which have well known technical or trade/commercial meanings are used in this Agreement in accordance with such meanings;
- c) The RFP, the LoA and the NDA along with the Appendices/ Attachments hereto, shall form part and parcel of this Agreement and shall be read together for all purpose and effect.
- d) In case of any inconsistency or repugnancy between the provisions contained RFP, LoA and this Agreement, unless the context otherwise requires, the opinion of NHB shall prevail to the extent of such inconsistency or repugnancy and the same shall be binding on the Consultant.

### **1.3 Purpose**

It is hereby agreed that the Consultant shall provide the Services to NHB as set out in the RFP till the completion of the Project. The objective of the Project is to select a Consultant to support the set-up of the proposed SPV for promotion and development of RMBS in India as indicated in the Report submitted by Committee on the Development of Housing Finance Securitization Market in September 2019. SPV to play the role of market intermediary is being established, among others, to promote housing finance securitisation with the primary functions of standard-setting and market making. Market intermediary would, therefore, have both developmental and financial objectives. The Consultant shall ensure detailed planning of all aspects of the set-up, execution of plans and overall program management of the implementation process.

#### **1.3.2 Performance of the Scope of Work**

The Consultant shall perform all the services as set out in the Scope of Work and complete the Deliverables within the prescribed time lines in terms of the RFP and the entire assignment shall be completed within the Term of this Contract.

#### **1.3.3 Term/Period of Contract**

The entire assignment as detailed in the Scope of Work under this Contract shall be completed within a period of 18 months ("**Term**") starting from the date of acceptance of

the Work Order by the Consultant unless the period is extended in accordance with this Agreement.

#### **1.3.4 Contract Price**

The entire assignment to be performed under this Contract is fixed price contract and the Consultant shall be paid the total price consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) ("**Contract Price**") for the satisfactory performance/execution of the entire assignment under the Project. The Contract Price shall be paid by NHB as per the payment terms agreed at Clause 4.2 of this Agreement.

#### **1.4 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between NHB and the Consultant. The Consultant, subject to this Agreement, has complete charge of personnel to be engaged by the Consultant for performing the Services and shall be fully responsible for the works to be performed by them or on their behalf hereunder and also for the quality of the work done by their personnel.

#### **1.5 Language**

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### **1.6 Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

#### **1.7 Notices**

- 1.7.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram

or facsimile to such Party at the following address:

**For NHB:**

Attention: \_\_\_\_\_

Fax: \_\_\_\_\_

**For the Consultant:**

Attention: \_\_\_\_\_

Fax: \_\_\_\_\_

1.7.2 Notice will be deemed to be effective as follows

- (a) In the case of personal delivery or registered mail, on delivery;
- (b) In the case of facsimiles, seventy two (72) hours following confirmed transmission.

1.7.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

**1.8 Location**

The Services shall be performed at Delhi or at such location required/ approved by NHB.

**1.9 Authority of Consultant**

The Consultant hereby authorize \_\_\_\_\_ to act on their behalf in exercising the entire Consultant's rights and obligations towards NHB under this Contract, including without limitation for signing letters/communications, execution of agreements, for receiving instructions and payments from NHB.

**1.10 Taxes and Duties**

The Consultant and their personnel shall pay the taxes (excluding GST/applicable taxes which are payable by NHB as the recipient of the services as per statute), duties, fees, levies and other impositions levied under the existing, amended or enacted laws during the tenure of this Agreement and NHB shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed from the payments to be made to the Consultant.

**2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**2.1 Effectiveness of Contract**

This Agreement deemed to have taken effect from the date of acceptance of the letter of award (LoA) by the Consultant i.e. w.e.f. ....

**2.2 Commencement of Services**

The Consultant shall begin carrying out the Services immediately viz. from the date of acceptance of LoA, or on such date as the Parties may agree in writing.

**2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.8 hereof, this Contract shall expire on the expiry of the Term as stated on Clause 1.3.3 herein unless the Term is extended in accordance with the Clause 2.6.4.

**2.4 Entire Agreement**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

**2.5 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services/Scope of Work, may only be made by written agreement between the Parties and shall not be effective until the consent of the Parties has been obtained, however, each Party shall give due consideration to any proposals for modification made by the other Party.

**2.6 Force Majeure**

**2.6.1 Definition**

In the event of either Party being rendered unable by Force Majeure to perform any

obligation required to be performed by them under the Contract, the relative obligation of the Party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire, Flood and Acts and Regulations of respective government of the two Parties directly affecting the performance of the Contract.

Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other Party within 72 hours of the ending of the cause respectively. If the deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, NHB shall have the option of canceling this Contract in whole or part at its discretion without any liability on its part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

#### **2.6.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

#### **2.6.3 Measures to be taken**

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### 2.6.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### 2.6.5 Consultation

Not later than thirty (30) days after the Party, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

#### 2.7 Suspension

NHB may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if NHB is not satisfied with the performance of the Consultant or if the Consultant fails to perform any of their obligations under this Contract, including the carrying out of services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension and shall invoke contract performance guarantee.

#### 2.8 Termination

##### 2.8.1 By NHB

NHB may by not less than fifteen (15) calendar days written notice of termination to the Consultant, (except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause 2.8.1, terminate this Contract:

- (a) If the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause-2.7 here-in-above, within thirty (30) days of receipt of such notice of suspension or within such

- further period as NHB may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt or enters into an agreement with its creditors for relief of debt or take advance of any law for the benefit of debtors or goes into liquidation receivership whether compulsory or voluntary;
  - (b) If the Consultant fails to comply with any final decision reached/award passed as a result of arbitration proceedings pursuant to Clause-8 hereof;
  - (c) If the Consultant submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the Consultant knows to be false;
  - (d) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
  - (e) In the event it comes to the notice of NHB that any of the representations and/or warranties made by the Consultant either in the Bid Documents or in the subsequent correspondences are found to be false and/or the Consultant/its personnel are found to be involved in any fraudulent or criminal act;
  - (f) If NHB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract..

### 2.8.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause- 2.8.1 hereof or upon expiration of this Contract pursuant to Clause-2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (a) Such rights and obligations as may have accrued on the date of termination or expiration,
- (b) The obligation of confidentiality set forth in Clause-3.7 hereof,
- (c) Any right which a Party may have under the Applicable Law.

### 2.8.3 Cessation of Services

Upon termination of this Contract by notice pursuant to clauses-2.8.1 hereof, the

Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

#### **2.8.4 Payment in case of termination of contract**

Subject to the terms of the RFP, in case the Contract is terminated, payment towards services will be made on pro rata basis, for the services already delivered, after deducting applicable penalty and TDS/other applicable taxes.

### **3 OBLIGATIONS OF THE CONSULTANT**

#### **3.1 Standard of Performance**

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, technical and engineering practices, and employ appropriate advanced technology, safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to NHB, and shall at all times support and safeguard NHB's legitimate interests in any dealings with third parties.

#### **3.2 Law Governing Contract**

The Consultant shall perform the assignment in accordance with the applicable Law and shall take all practicable steps to ensure that the Personnel of the Consultant comply with the Applicable Law.

#### **3.3 Conflict of Interest**

The Consultant shall hold NHB's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

#### **3.4 Consultant Not to Benefit from Commissions/Discounts etc.**

The payment of the Consultant by NHB shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their

own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that its Personnel similarly shall not receive any such additional payment.

### **3.5 Consultant and Affiliates not to be otherwise interested in/benefited from the Project**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant shall not create any work/ opportunity for itself and for any of its affiliates from this Project/ assignment and/or derive any financial benefits directly or otherwise, other than what is agreed to be paid as professional fee as mentioned at Clause 4.2 for this assignment.

### **3.6 Prohibition of Conflicting Activities**

The Consultant and its affiliates shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. The Consultant and its affiliates hired to provide services for the proposed assignment will be disqualified from services related to the initial assignment for the same Project subsequently.

### **3.7 Confidentiality**

The Consultant and its Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Agreement or NHB's business or operations without the prior written consent of NHB.

A separate Non-Disclosure cum Confidentiality Agreement ("NDA") will be signed between the Consultant and NHB, if required.

### **3.8 Insurance to be taken out by the Consultant**

The Consultant shall take out and maintain at their own cost, appropriate insurance against all the risks, and for all the coverage, like workers compensation, employment liability insurance for all the staff on the assignment, comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from

the fault of the Consultant or their staff on the assignment

### **3.9 Liability of the Consultant**

The Consultant shall be liable to NHB for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by NHB as a result of a default of the Consultant in such performance, subject to the following limitations:

- (a) The Consultant shall not be liable for any damage or injury caused by or arising out of any act, neglect, default or omission of any persons other than the Consultant and its Personnel; and
- (b) The Consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultant had no control.

### **3.10 Indemnification of NHB by the Consultant**

The Consultant shall indemnify NHB and shall always keep NHB, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the Consultant or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Consultant or its personnel; and/or (iii) any claim made by employees who are deployed by the Consultant against NHB; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statues/various labour laws by the Consultant to its employees; and/or (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or (vi) any breach of the confidentiality obligations mentioned under clause 3.7 and /or NDA.

### **3.11 Limitation of Liability**

- (i) The Consultant's aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to \_\_\_\_\_ times of the total contract value.

- (ii) The Consultant's liability in case of claims against NHB resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the Consultant shall be actual and unlimited.
- (iii) Under no circumstances, NHB shall be liable to the Consultant for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages.

### **3.12 Consultant's Actions Requiring Owner's Prior Approval**

The Consultant shall not enter into a sub-contract for the performance of any part of the Services, without the prior approval of NHB in writing. However, the Consultant can hire the services of Personnel to carry out any part of the services. The Consultant shall remain fully liable for the performance of the services by its personnel pursuant to this Contract.

### **3.13 Reporting Obligations**

The Consultant shall submit to NHB the reports and documents within the timelines set forth in the Offer Letter, including any supporting data required by NHB.

### **3.14 Documents prepared by the Consultant to be the Property of NHB:**

All software, algorithms, reports and other documents prepared/developed by the Consultant in performing the Services shall become and remain the property of NHB, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to NHB, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and shall not use them for purposes unrelated to this Contract without the prior written approval of NHB.

### **3.15 Consultant's Personnel**

The Consultant shall ensure that personnel/employees engaged by him in the project/contract, have appropriate qualifications and competence as stipulated under the RFP and are in all respects acceptable to NHB. The Consultant will do its utmost to ensure that the personnel identified by the Consultant to work under this Agreement completes the Term. If any such personnel resigns from his job and leaves the Consultant, the Consultant will provide NHB with another personnel of equivalent knowledge, skill and

experience acceptable to NHB as his substitute.

The Consultant shall strictly comply with all applicable labour laws and such other laws in relation to the services to be provided and the personnel engaged by the Consultant and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between NHB and said personnel so engaged by the Consultant.

The Consultant shall be responsible for making appropriate deductions in respect of income tax and any other statutory deductions under applicable laws in respect of its personnel/employees engaged by the Consultant under this Agreement. The Consultant agrees to indemnify NHB in respect of any claims that may be made by statutory authorities against NHB in respect of contributions relating to the personnel/employees engaged by the Consultant for performing the work under this Agreement. 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.

### **3.16 Non-Compete**

The Consultant will neither approach nor make any proposal for work for any employee of NHB directly or indirectly during the validity of this Agreement and for one year from the date of termination of this Agreement.

### **3.17 Change in Ownership or Constitution:**

The Consultant will inform NHB immediately about any change in its ownership or its constitution. The Consultant will ensure that the NHB's interest will be protected with utmost care. If NHB is not satisfied with the change of ownership or constitution of the Consultant and/or with the new owner, NHB shall have the right of termination and in that event, the payment, if any, upon termination may be made as provided in clause 2.8.4.

## **4 OBLIGATIONS OF NHB**

### **4.1 Support:**

NHB will provide the support as required necessary by it including giving access to the relevant and limited data maintained in its system to the Consultant for carrying out the assignment under the Contract.

#### 4.2 Consideration & Payment Terms

In consideration of the Services performed by the Consultant under this Agreement, NHB shall make to the Consultant such payments and in such manner as specified in the RFP and/or the LoA.

The Consultant shall submit the bills to NHB of firms printed bill forms indicating the work done by him during the period for which payment is sought. NHB shall make payments to the Consultant as per the payment schedule given in the RFP. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.

#### 4.3 Non-Solicitation:

NHB agrees not to make an offer for employment to any personnel provided/deployed by the Consultant under this Agreement, and, not to accept any application for employment from him/her, while he is under the term of this Agreement, and, for up to twelve (12) months from the date of last assignment of the work under this Agreement with NHB.

### 5 FAIRNESS AND GOOD FAITH

#### 5.1 Good Faith

The Parties undertake to act in all fairness and good faith in respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract

### 6 UNDERTAKINGS:

The Consultant hereby further undertakes:

- (i) That the Consultant has gone through all the required/relevant and extant instructions/ circulars of Government of India, Reserve Bank of India and /or any other concerned authority, GFR issued by Ministry of Finance, guidelines of CVC and provisions of the manual/relevant instructions of NHB, as applicable to the scope/area of its work/operation under this Agreement and the advice/services to be

rendered by it as the Consultant and it complies/will comply with all such requirements.

- (ii) That the Consultant has the necessary expertise to work and execute the Project as per the scope of work set out in detail in the RFP and it has the capability to deliver efficient and effective advice/services to NHB. It shall carry out the assignment under this Agreement with due diligence and with the highest standard of professionalism and business ethics.
- (iii) That being the Consultant of NHB for a consideration, it shall be accountable for (a) any improper discharge of the assignment under this Agreement and/or (b) any deviant conduct keeping in view the norms of ethical business and professionalism.
- (iv) That NHB shall have every right at its discretion to enforce such accountability in case of any improper discharge of contractual obligations and/or any advice/service rendered in the views of NHB is found to be grossly faulty/negligent/deficient and/or any deviant conduct by the Consultant and as a consequence of it, NHB can, irrespective of anything stated herein, terminate this Agreement by giving 15 days prior notice, including to withhold/retain the dues payable to the Consultant by NHB under this Agreement and appropriate/adjust the same for the losses, if any, suffered by NHB without requiring NHB to prove the actual loss.
- (v) That the Consultant shall not do anything that will be of any conflict of interest to the Consultant while discharging the obligations under this Agreement and it shall bring to the notice/knowledge of NHB beforehand any possible instance of conflict of interest while rendering any advice or service. Further, the Consultant shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The Consultant and/or any of its affiliates shall not engage in consulting or other activities that will be in conflict with the obligations under this Agreement.
- (vi) That the Consultant has not been hired for any assignment that would be in conflict with its prior or current obligations to NHB or that may place the Consultant in a position of being unable to carry out the assignment in the best interest of NHB.
- (vii) That the Consultant shall act at all times in the interest of NHB and render advice/service with highest professional integrity and shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into

processing or execution of the consultancy contract/any other matter related with discharge of the contractual obligations by the Consultant.

## **7 SEVERABILITY:**

Each clause of this Agreement is enforceable independently. Should any clause of this Agreement become not enforceable due to any reason, it will not affect the enforceability of the other clauses.

## **8 SETTLEMENT OF DISPUTES**

In the event of any dispute or difference arising out of, in relation to, or in connection with this Agreement, or the breach thereof, shall be settled amicably through mutual discussions. The Managing Director of NHB may appoint an expert or a committee of experts who shall engage with the Consultants for such amicable settlement within a period of 60 days. If, however, the parties are not able to settle them amicably without undue delay, the same shall be settled by the process of arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 (as amended from time to time). The venue of such arbitration shall be at New Delhi and the proceedings shall be conducted in English. The arbitration tribunal shall consist of Sole i.e. 1(one) Arbitrator to be appointed jointly by the Parties within thirty ( 30) days from the date of first recommendation for appointment of arbitrator in written form one Party to the other. If the Parties fail to agree on appointment of such Sole Arbitrator, arbitral tribunal consisting of Sole Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The award of arbitrator made in pursuance thereof shall be final and binding on the Parties. All costs and expenses of such arbitration shall be borne equally by the Parties at the first instance which however subject to the provisions of the said Act.

Notwithstanding, it is agreed that the Consultant shall continue the remaining work for the assignment under this Agreement during the pendency of settlement process/arbitration proceedings unless otherwise directed in writing by NHB or unless the matter is such that the work cannot possibly be continued until the decision of such settlement process/arbitration proceedings, as the case may be, comes out.

## **9 JURISDICTION AND APPLICABLE LAW**

This Agreement including all matters connected with this Agreement, shall be governed

by the laws of India (both substantive and procedural) for the time being in force and shall be subjected to exclusive jurisdiction of the Courts at New Delhi.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement signed in their respective names on the day and year first above written at New Delhi.

**FOR AND ON BEHALF OF NATIONAL HOUSING BANK**

By \_\_\_\_\_

Authorized Representative

**FOR AND ON BEHALF OF [CONSULTANT]**

By \_\_\_\_\_

Authorized Representative

**WITNESSES:**

1.  
(Name and address)
  
2.  
(Name and address)

Annexure XV

**CONFIDENTIALITY -CUM- NON DISCLOSURE AGREEMENT  
(To be executed on a non- judicial stamp paper)**

This Confidentiality -cum-Non Disclosure Agreement is entered into at New Delhi on this .....day .....of \_\_\_\_\_, 201\_\_, by and between;

\_\_\_\_\_ a \_\_\_\_\_ incorporated  
\_\_\_\_\_, having its Registered Office at  
\_\_\_\_\_ (hereinafter referred to as "the Consultant"), which expression shall include wherever the context so permits, its successors and permitted assigns;  
and

The National Housing Bank, a bank constituted under the National Housing Bank Act,1987 (Central act No. 53 of 1987) having its Head Office at Core-5A,5<sup>th</sup> Floor, India Habitat Centre, Lodhi Road, New Delhi-110003; (herein after referred to as "NHB"), which expression shall include wherever the context so permits, its successors and permitted assigns:

WHEREAS the Consultant & NHB would be having discussions and negotiations concerning \_\_\_\_\_ ("Purpose") between them as per the Service Level Agreement dated ..... (hereinafter referred to as "SLA"). In the course of such discussions & negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential & proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information ( as defined below) is referred to as "the **Disclosing Party**" & will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as "the **Recipient/Receiving Party**", and will include its affiliates & subsidiaries and its personnel.

Now this Agreement witnesseth:-

1. **Proprietary Information:** As used in this Agreement, the term Proprietary information shall mean as all trade secrets or confidential or Proprietary information designated as

such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary information is disclosed by the Disclosing Party to the Recipient/Receiving Party. Notwithstanding the foregoing, information which is orally or visually disclosed to the Recipient/Receiving Party by the Disclosing party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10(ten) days after such disclosure, delivers to the Recipient/Receiving Party a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient/ Receiving party to whom such disclosure was made.

## 2. Confidentiality:

- a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far this may be required for the proper exercise of the Parties respective rights and obligations under this Agreement.
- b) The term confidential information shall mean and include all written or oral information (including information received from third parties that the Disclosing Party is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential Information shall also mean, software programs, technical data, methodologies, know how, processes, designs, customer names, prospective customer's names, customer information and business information of the Disclosing Party.
- c) Confidential information does not include information which:
  - (i) is publicly available at the time of its disclosure; or
  - (ii) becomes publicly available following disclosure; or
  - (iii) is already known to or was in the possession of Recipient/Receiving party prior to disclosure under this Agreement; or

- (iv) is disclosed to the Recipient/Receiving party from a third party, which party is not bound by any obligation of confidentiality; or
  - (v) is or has been independently developed by the Recipient/Receiving party without using the confidential information;
  - (vi) is disclosed with the prior consent of the Disclosing Party.
3. **Non -Disclosure of Proprietary Information:** For the period during the agreement or its renewal, the Recipient/Receiving Party will:
- a) Use such Proprietary Information only for the purpose for which it was disclosed and without written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
  - b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its own confidential information of similar importance and
  - c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3<sup>rd</sup> party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.
4. **Limit on Obligations:** The obligations of the Recipient/ Receiving Party specified in clause 3 above shall not apply and the Recipient/ Receiving Party shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary information :
- a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient/ Receiving Party;
  - b) is in the Recipient's/ Receiving Party's possession at the time of disclosure otherwise than as a result of the Recipient's/ Receiving Party's breach of an obligation of confidentiality owed to the Disclosing Party;

- c) becomes known to the Recipient/ Receiving Party through disclosure by any other source, other than the Disclosing party, having the legal right to disclose such Proprietary Information.
  - d) is independently developed by the Recipient/ Receiving Party without reference to or reliance upon the Proprietary Information; or
  - e) is required to be disclosed by the Recipient/ Receiving Party to comply with applicable laws or governmental regulation, provided that the Recipient/ Receiving Party provides prior written notice of such disclosure to the Disclosing Party and take reasonable and lawful actions for such disclosure.
5. **Return of Documents:** The Recipient/ Receiving Party shall, upon request of the Disclosing Party , in writing ,return to the Disclosing party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient/ Receiving Party pursuant to this Agreement ( and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event, it is not inclined to proceed further with the engagement, business discussions and negotiations or in the event of termination of this Agreement, the Recipient/ Receiving Party will promptly return to the other part or with the consent of the other party, destroy the Proprietary Information of the other party. Provided however the Receiving Party shall retain copies to be in compliance with its statutory, regulatory, internal policy or professional obligations.
6. **Communications :**Written communications requesting transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

\_\_\_\_\_ NATIONAL HOUSING BANK

**(Consultant)**

7. **Term:** The obligation pursuant to clause 2 and 3 (Confidentiality & Non-Disclosure of Proprietary Information) will survive for a period of \_\_\_\_\_ years from the termination of the SLA.

8. The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach by one party, the other party shall be entitled to appropriate remedy, which may be available under law.
9. Notwithstanding anything stated in this Agreement, any report/finding/document delivered/submitted by the Consultant to NHB as a part of the outcome or deliverables under the SLA and which, in the opinion of NHB, requires any further study/analysis by any third party agency/institution depending on the requirement of the case, the same can be shared by NHB with such third party agency/institution for conducting such study/analysis and no prior consent of the Consultant is required for the same. Such report/finding/document delivered/ submitted by the Consultant to NHB shall become exclusive property of NHB and as such NHB shall not be bound by any restriction from disclosure of such report/ finding/ document or content thereof, being the Receiving Party.
10. This Agreement shall be governed and construed in accordance with the laws of India and shall be subjected to the Jurisdiction of courts at Delhi. It is agreed that any dispute or differences arising out of or touching this Agreement if not resolved amicably shall be referred to the arbitration as per clause \_\_\_\_\_ of the SLA executed between the parties hereto.

**11. Miscellaneous**

- a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement/amendment in writing signed by both the parties.
- b) This Agreement will be binding upon & enure to the benefit of the parties hereto and it includes their respective successors & assigns
- c) The Agreement shall be construed & and interpreted in accordance with the laws prevailing in India.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

FOR \_\_\_\_\_

FOR NATIONAL HOUSING BANK

Authorized Signatory

Authorized Signatory

Name:

Name:

Designation:

Designation:

Place:

Place:

Date:

Date:

WITNESSES:

- 1.
  
- 2.

Annexure XVI**(Format of Bank Guarantee)**

(To be executed on a non-judicial stamp paper)

To  
**National Housing Bank**

\_\_\_\_\_

In consideration of the National Housing Bank (hereinafter referred to as "NHB", which expression shall, unless repugnant to the context or meaning, thereof include its successors, representatives and assignees), having awarded in favour of M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as "the Consultant", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees), a contract to provide \_\_\_\_\_ on terms and conditions set out in the Request for Proposal dated \_\_\_\_\_ ("the RFP") and the Service Level Agreement dated \_\_\_\_\_ ("the SLA") (hereinafter the RFP and the SLA are together referred to as "the Contract"), and the Consultant having agreed to provide a performance bank guarantee for the faithful performance of the services as per the terms of the "Contract" including the warranty obligations /liabilities under the Contract of equivalent value amounting to \_\_\_\_\_ (Rupees \_\_\_\_\_ Only), which is \_\_\_ % of the value of the Contract, to NHB in the form of a bank guarantee,

We, \_\_\_\_\_ (Name) \_\_\_\_\_ (Address) (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees) at the request of the Consultant do hereby irrevocably guarantee for an amount of Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_) (hereinafter referred to as the "Guaranteed Amount") and undertake to pay NHB the Guaranteed Amount merely on demand, without any previous notice from NHB, without any demur or protest and without referring to any other source, any and all monies payable by the Consultant by reason of any breach by the said Consultant of any of the terms and conditions of the said Contract including non-execution of the Contract at any time till \_\_\_\_\_ (day / month/ year). Any such demand made by NHB on the Bank shall be conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority by and between the Consultant and NHB. The Bank agrees that the guarantee herein contained shall continue to be enforceable till the sum due to NHB under this bank guarantee is fully paid and claims satisfied or till NHB discharges this bank guarantee. Unless a demand for claim under this bank guarantee is

made on the Bank in writing on or before \_\_\_\_\_, the Bank shall be discharged from all liabilities under this bank guarantee thereafter.

NHB shall have the fullest liberty without affecting in any way the liability of the Bank under this bank guarantee, from time to time, to extend the time of performance by the Consultant. The Bank shall not be released from its liabilities under these presents by any exercise of NHB of the liberty with reference to the matter aforesaid.

NHB shall have the fullest liberty, without affecting this bank guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between NHB and the Consultant or any other course or remedy or security available to NHB and the Bank shall not be released of its obligations/ liabilities under these presents by any exercise by NHB of his liberty with reference to the matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on part of NHB or any other indulgence shown by NHB or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the bank guarantee. The Bank further undertakes not to revoke this bank guarantee during its currency without the previous consent of NHB in writing.

The Bank further agrees that the decision of NHB as to the failure on the part of the Consultant to fulfil their obligations as aforesaid and/or as to the amount payable by the Bank to NHB hereunder shall be final, conclusive and binding on the Bank.

The Bank also agrees that NHB shall be entitled at his option to enforce this bank guarantee against the Bank as a principal debtor, in the first instance notwithstanding any other security or bank guarantee that it may have in relation to the Consultant's liabilities.

This bank guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

Notwithstanding anything contained herein:

(a) our liability under this bank guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ in words);

(b) this bank guarantee shall be valid up to \_\_\_\_\_; and

(c) We are liable to pay the Guaranteed Amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before

\_\_\_\_\_.

(Signature)

Designation/Staff Code No.

Bank's seal

Attorney as per power of Attorney No. Dated

Annexure XVII

**CERTIFICATE**

I have read the Clause 8.31 of this RFP regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that << name of the Bidder >> is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached.]

**Authorized Signatories**

**(Name & Designation, seal of the company)**

**Date:**