



NATIONAL HOUSING BANK (NHB)
DEPARTMENT OF SUPERVISION
HEAD OFFICE, NEW DELHI

RFP Reference No.: - NHB/DOS/RFP-04207/2022 dated June 24, 2022

Request for Proposal (RFP)
for
**Consultancy Services for adoption of
Risk Based Supervision of
Housing Finance Companies**

National Housing Bank (NHB) invites sealed Request for Proposal (RFP) from Indian consulting agencies for Engagement of Consultant for adoption of Risk Based Supervision. The eligible consulting agencies may visit our web site www.nhb.org.in for details and apply as stated therein.

Last date of receipt of RFP: July 18, 2022

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GLOSSARY

Abbreviation	Description
CV	Curriculum Vitae
CVC	Central Vigilance Commission
EMD	Earnest Money Deposit
HFC	Housing Finance Company
GeM	Government e-Marketplace
GST	Goods and Services Tax
GSTIN	Goods and Services Tax Identification Number
LoA	Letter of Award
NDA	Non-Disclosure Agreement
NHB	National Housing Bank
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PSB	Public Sector Bank
PSU	Public Sector Undertaking
RFP	Request for Proposal
RBI	Reserve Bank of India
SLA	Service Level Agreement
SBI	State Bank of India
TEPC	Technical Evaluation and Processing Committee
TDS	Tax Deducted at Source
ToR	Terms of Reference

Interpretation:

1. 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.
2. The term Agency & Bidder have been used interchangeably and it shall be treated as one and same for the purpose of this RFP Document.

DISCLAIMER

This Request for Proposal (RFP) has been prepared solely for enabling NHB to define the requirements for engagement of a Consultant. This RFP is not a recommendation, offer or invitation by NHB to enter into a contract, agreement or any other arrangement in respect of the services, but only an invitation to receive response from eligible interested Bidders operating in India. The issue of the RFP does not imply that NHB is bound to select any Bidder or to appoint the Selected Bidder for the work. NHB reserves the right to reject all or any of the Bids without assigning any reasons whatsoever. The provision of the services is subject to observance of selection process and appropriate documentation. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by NHB with the successful bidder.

This document should be read in its entirety. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should analyse the information contained in the RFP document, the meaning and impact of that information and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice. NHB makes no representation or warranty, express or implied, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. NHB may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

NHB and its directors, officers, employees, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it.

**SECTION- 1
BID NOTICE**

1.1 Invitation for Bids

National Housing Bank (NHB) is a body corporate established under the National Housing Bank Act, 1987 and is having its Head Office at 3rd - 5th Floor, Core 5 A, India Habitat Centre, Lodhi Road, New Delhi -110 003 and Regional Offices located at Delhi, Mumbai, Hyderabad, Bengaluru, and Kolkata. It has Regional Representative Offices located at Ahmedabad, Bhopal, Lucknow, Chennai, and Guwahati.

1.2 Objectives of RFP

NHB is floating this RFP to invite techno-financial bids from eligible bidders, to appoint a consultant for migrating to Risk Based Supervision approach in Supervision of Housing Finance Companies, as mentioned in the Terms of Reference.

1.3 RFP Schedule

Bid Reference number	NHB/DOS/RFP-04207/2022 dated June 24, 2022		
Earnest Money Deposit (refundable interest free security deposit)	₹10,00,000/- (Rupees Ten Lakh only) by way of by way of an e-payment in favour of National Housing Bank, as per the bank details below:		
	S.No	Type	Particulars
	1	Beneficiary Name	National Housing Bank
	2	Beneficiary Address	Core 5A, 4 th 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 Branch, Ground Floor, Core-6, Scope Complex, Lodhi Road, New Delhi - 110 003
	5	Type of Bank Account	Current Account
	6	Beneficiary Bank A/C No	52142903844
	7	IFS Code of Bank Branch	SBIN0020511
	8	MICR No	110004005

Date of Commencement of Bidding / Tender / RFP Documents	June 24, 2022
Pre-Bid meeting	July 06, 2022, at 3.00 PM
Last date and time for submission of Bids	July 18, 2022 at 5.00 PM
Opening of Technical Bid	Will be intimated later
Technical Presentation by Bidders	Will be intimated later
Opening of Financial Bid	Will be intimated later
Contact Person for any clarifications	Shri Amit Sinha, DGM, NHB Tel- 91-11-3918 7122 e-mail id - amit.sinha @nhb.org.in Shri Aditya Sharma, AGM, NHB Tel- 91-11-3918 7060 e-mail id - aditya.sharma@nhb.org.in
Mode of Submission of Bid	Online through Government e-Marketplace (GeM) Portal

1.4 Important Instructions to bidders

- i.** NHB invites responses from bidders to propose a contractual arrangement for facilitating in adoption of Risk Based Supervision of HFCs, as described in this document.

ii. Number of Bids

A bidder can submit only one Bid. In case more than one bid is submitted by a bidder, all the bids submitted by the bidder shall be rejected.

iii. Joint Bids

- a. Two or more bidders shall not partner with each other to bid jointly for this assignment.
- b. Before bidding, the bidders are requested to carefully examine the RFP Document and the terms and conditions specified therein. Bidders are required to direct all communications related to this RFP, through the nominated Point of Contact officials, mentioned below:

Shri. Amit Sinha, DGM, NHB Phone No.: 91-11-3918 7122 Email: amit.sinha @nhb.org.in	Shri. Aditya Sharma, AGM, NHB Phone No.: 91-11- 3918 7060 Email: aditya.sharma@nhb.org.in
Department of Supervision National Housing Bank 4 th Floor, Core - 5A, India Habitat Centre Lodhi Road, New Delhi - 110 003	

- c. 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.
- d. 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.
- e. 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.
- f. Queries/Clarification, if any, shall be taken up only through GeM Portal.
- g. Bidder should not have been blacklisted/ debarred from participation in the Bid process by any of the Govt. Departments/PSUs/RBI/Banks/ Financial Institutions in India.

iv. Pre-Bid Meeting

- a. 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, in writing, should be uploaded on GeM on or before **July 05, 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".
- b. The queries should necessarily be submitted in the following format:

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

- c. 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.

v. Mode of Submission of Bid

The tender/RFP has been published on GeM Portal. The soft copy of the RFP 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 shall 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.

vi. Non-Transferability of Tender/RFP

This RFP document is not transferable.

vii. 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 initialled 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 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

viii. Amendment to the Bidding/ RFP document

- a. At any time prior to the deadline for submission of Bids, NHB, for any reason, may modify the Bidding/Tender/RFP document, by amendment or corrigendum. The amendment will be uploaded on GeM Portal and NHB's website www.nhb.org.in
- b. 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.
- c. NHB at its discretion may extend the deadline for the submission of Bids by amending the Bid documents with due publicity through 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.

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

ix. 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.

x. Right to Alter Location / Quantities

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

xi. Bid Currency

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

xii. Acceptance / Rejection of Bid

NHB reserves the right to accept or reject any or all the bids without assigning any reason whatsoever. Any decision of NHB in this regard shall be final, conclusive and binding on the bidder.

xiii. Cancellation of Bid

NHB reserves right to re-issue/re-commence/cancel the entire bid process and/ or any part in case of any anomaly, irregularity or discrepancy in regard thereof without assigning any reason whatsoever. Any decision of NHB in this regard shall be final, conclusive and binding on the bidder.

xiv. Period of Validity of Bids

- **Validity Period:** - Bids shall remain valid for a period of six months days from the last date specified for submission of bids in this RFP. NHB holds the right to reject a bid valid for a period shorter than six months.

- **Extension of Period of Validity:** - In exceptional circumstances, NHB reserves the right to extend the validity of the bid for a further period. 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.
- xv.** NHB reserves the right to change the dates mentioned in the RFP, and the revised dates will be communicated through NHB's website.
- xvi.** Non-payment of Earnest Money Deposit (EMD) of ₹10,00,000/- (Rupees ten lakh only) will result in rejection of bid.
- The proof of the payment of the EMD 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-XIII**.
- Any Bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- Any request for exemption from EMD will not be entertained.
- 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.
- 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.
- xvii.** 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.

- xviii.** The Earnest Money Deposit (EMD) deposited by the unsuccessful bidders will be refunded after award of the contract to the successful bidder. The selected successful bidder shall be required to enter into an agreement with NHB with respect to award of contract. In case the selected bidder fails to enter into an Agreement of Contract within the stipulated date and as per stipulated terms and conditions, the Earnest Money Deposit shall be subject to forfeiture at the discretion of NHB. No interest shall be payable by NHB on the Earnest Money Deposit.
- xix.** The Performance Bank Guarantee is to be submitted by the successful bidder in the format provided in **Annexure XIX**.
- xx.** The bidder shall ensure compliance with Central Vigilance Commission (CVC) guidelines issued from time to time, pertaining to the work covered under this RFP.

SECTION-2 TERMS and CONDITIONS

2.1 Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with NHB in relation to the provision of services. Neither NHB nor any of its directors, officers, employees, agents, representatives or advisers give any representation or warranty (whether oral or written), express or implied as to the accuracy, updation or completeness of any writings, information or statement given or made in this RFP document. Neither NHB nor any of its directors, officers, employees, agents, representatives, contractors, or advisers have carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

2.2 All Costs to be borne by the Respondents

All costs and expenses (whether in terms of time or money) incurred by the Bidder/Recipient /Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc., and providing any additional information required by NHB, will be borne entirely and exclusively by the Bidder/ Recipient / Respondent. Stamp duty that may be incurred towards entering into agreement with the successful Bidder for awarding the contract shall be borne by the successful Bidder.

2.3 No Legal Relationship

No binding legal relationship will exist between any of the Bidder/ Recipients/Respondents and NHB until execution of a contractual agreement to the full satisfaction of NHB, 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.

2.4 Bidder's/Recipient's Obligation to Inform Itself

The Bidder/Recipient is advised to study the RFP Document carefully. Submission of the bids will be deemed to have been done after careful study and examination of

all instructions, eligibility norms, terms and requirement specifications in the RFP document with full understanding of its implications. Bids not complying with all the given clauses in this RFP document are liable to be rejected. Failure to furnish all information required in the RFP Document or submission of a bid not substantially responsive to the RFP document in all respects may result in the rejection of the bid. The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

2.5 Evaluation of Offers

Each Bidder/ Recipient acknowledges and accepts that NHB may, at its sole and absolute discretion, apply additional criteria it deems appropriate in the selection of consulting agency. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor can it be construed as material for any investigation or review to be carried out by a Bidder/Recipient. The Bidder/Recipient unconditionally acknowledges by submitting its response to this RFP document, that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document. This RFP document will form part of any contract or arrangement, which may result from the issue of this document or any investigation or review.

2.6 Errors and Omissions

Each bidder shall notify NHB of any error, omission, or discrepancy, if any, found in this RFP document.

2.7 Acceptance of Terms

The Bidder/Recipient will, by responding to NHB's RFP document, be deemed to have accepted the terms as stated in this RFP document and the Disclaimer.

2.8 Inspection of Records

All bidder's records with respect to any matter covered by this RFP shall be made available to NHB or its authorized officials at any time during normal business hours, as often as NHB deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination.

2.9 Pre-Contract Integrity Pact Clause (IP)

As per Central Vigilance Commission guidelines, all PSBs/Insurance Companies/Financial Institutions shall implement Integrity Pact (IP) in respect of all major procurements, which essentially envisages an agreement between the prospective vendors/bidders and the buyer (i.e. NHB), committing the

persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. It is a written agreement between the buyer/NHB and all bidders, and stipulates rights and obligations to the effect that neither side will pay, offer, demand or accept bribes; collude with competitors to obtain the contract; or engage in such abuses while executing the contract. The purpose of the Pact is to make the procurement and contracting process fair and transparent. A proforma of the same is furnished in **Annexure XVI**. The Pre-Contract Integrity Pact should be submitted neatly typed in on ₹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. **Non-submission of 'Integrity Pact' shall disqualify the prospective bidder at the initial stage and their Technical/Financial bids shall not be opened.**

In this regard, NHB has appointed Shri Hari Krushna Dash, IAS (Retd.) (email id:hkdash184@hotmail.com) and Shri Lov Verma, IAS (Retd.) (email id: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 behaviour compliance program for the implementation of the code of conduct throughout the company

2.10 Compliance with Laws

Compliance with all applicable laws: The bidder shall undertake to observe, adhere to, abide by, comply with and notify NHB about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect NHB and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

2.11 Violation of Terms

It is clarified that NHB shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies NHB may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

2.12 Non-disclosure of Information

The selected Bidder shall not, without NHB's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of NHB in connection therewith, to any person other than a person employed by the Bidder in the performance of the work assigned to them.

2.13 No Commitment to Accept any Bid

NHB does not bind itself to accept the lowest or any bid/tender at all. The rates quoted by the Bidder/tenderer should be able to demonstrate the capability of the tenderer to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NHB. If required, NHB may call written clarification from Bidder/tenderer, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid document and Bidder/tenderer shall have to furnish rate analysis for the scrutiny of rates by NHB within stipulated time. NHB reserves the right to reject the bid, if the bid is found to be abnormally low to deliver the contract. NHB has the right to re-issue the tender/bid. NHB reserves the right to make any changes in the terms and conditions of RFP and the same will be informed to all bidders. The NHB will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of NHB in this regard shall be final, conclusive and binding upon the bidder.

2.14 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-XIX**. The PBG shall be valid till 03 months beyond the expiry of contract period or satisfactory completion of the project, whichever is later with a maximum of 6 months. The PBG is required to protect the interest of NHB against the risk of non-performance or default in RFP term/s, including non-compliance of

applicable statutory provisions including labor 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 if any act of the Agency/Bidder results into imposition of Liquidated Damages/penalty, then NHB reserves the right to invoke the PBG submitted by such Bidder. The decision of NHB 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. **The PBG should be submitted by the successful bidder within 20 days of acceptance of Work Order.**

2.15 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.

2.16 Instructions to the Bidders

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

2.17 Opening of Bids by NHB

On the scheduled Date & Time, Bids will be opened online through GeM Portal.

2.18 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.

2.19 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.

2.20 Price Composition & Variation

- The Bidder should clearly furnish the cost matrix strictly as per the structure, if any, provided in the **Annexure XII**. 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 axes (present and future) will be entertained for any work assigned during the period of contract.
- Only GST will be paid as actual as per statutory revision.
- 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.

2.21 Exit Option

NHB reserves the right to cancel the contract in the event of the failure of the bidder to agree on the terms of the contract within 30 days from the date of communication of award by NHB and sharing of terms of contract by NHB and subject to a cure period of 30 days.

2.22 Disqualification

Any form of canvassing/lobbying/influence/query regarding short-listing, status, etc., will be a disqualification.

2.23 Timely availability of Support Services

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

2.24 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.

2.25 Modification and Withdrawal

- Every Bidder shall submit only one proposal. If any Bidder submits more than one proposal, all such proposals shall be disqualified.

- The Bidders are advised to submit the Bids only after the Pre-Bid Meeting as the Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No Bid will be allowed to be modified after the deadline for submission of Bids. No Bidder shall be allowed to withdraw the Bid, if Bidder happens to be successful Bidder.
- NHB has the right to reject any or all Bids received without assigning any reason whatsoever.

2.26 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.

2.27 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 VIII**, 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.

2.28 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.

2.29 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.

2.30 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.

2.31 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.

2.32 Compliance with Laws

(a) The Consultant/Bidder shall undertake to observe, adhere to, abide by, comply with and notify NHB about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep NHB indemnified, hold harmless, defend and protect NHB and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

(b) The Consultant shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project/contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NHB, and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and NHB shall give notice of any such claim or demand of liability within reasonable time to the Consultant.

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

2.33 Intellectual Property Rights

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

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

2.34 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 may take at its discretion appropriate action as provided in the RFP for termination of the contract including invocation of the PBG.

2.35 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 XX**. 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 represent another in dealings with third person.

2.36 Penalty

In case of delay in completion of any stage/milestone within stipulated time by the Consultant, NHB 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/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 stage/milestone. Fraction of week shall be construed as one week for the said purpose. Once the maximum is reached, NHB reserves the right to cancel the order at its discretion and the Performance Bank Guarantee submitted may be invoked.

2.37 Governing Laws & Dispute Resolution

The RFP and selection process shall be governed by and construed in accordance with the laws of India. All legal dispute between the parties shall be subject to the jurisdiction of the courts situated at New Delhi only.

SECTION 3 OVERVIEW

3.1 About NHB

National Housing Bank (hereafter referred to as NHB), a Statutory Body under the Government of India, has been established under the National Housing Bank Act, 1987 ("the Act"). The three broad functions performed by NHB include Supervision of Housing Finance Companies (HFCs), Financing and Promotion & Development. NHB's multi-pronged approach towards the development of institutional and market infrastructure has led to the expansion and stability in the housing finance sector. NHB is committed towards establishment of a sound and sustainable housing finance system in the country by way of promoting institutional framework and market infrastructure. The details of financials of NHB are available on the website of NHB www.nhb.org.in

- 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 supervisory power 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 in New Delhi and Regional Offices located at Delhi, Mumbai, Hyderabad, Bengaluru, and Kolkata. It has Regional Representative Offices located at Ahmedabad, Bhopal, Lucknow, Chennai, and Guwahati.

3.2 Supervision

(i) NHB undertakes supervision of Housing Finance Companies (HFCs) in terms of the provisions contained in the National Housing Bank Act, 1987. NHB undertakes supervision of these HFCs as per the regulations issued by the Reserve Bank of India and the policy directions of the Supervisory Committee of the Board constituted by NHB.

(ii) Supervision function is being performed through On-Site Inspections, market intelligence and off-site surveillance for which periodic returns have been prescribed.

(iii) At present, NHB follows the CAMELS (Capital Adequacy, Asset Quality, Management, Earnings, Liquidity, Systems and Control) approach for on-site supervision of HFCs. A supervisory rating model based on CAMELS approach, combining both qualitative and quantitative elements, has also been put in place in this regard.

(iv) NHB intends to migrate from the CAMELS approach to Risk Based Supervision approach for improved risk capture in forward looking manner.

3.3 Engagement of a Technical Expert/Consultant:

(i) NHB has decided to implement Risk Based Supervision (RBS) of Housing Finance Companies through a transition approach from existing CAMELS model to RBS. The implementation will be through appointment an eligible firm of repute for engagement as consultant for review of Supervisory Process followed by the NHB, to assess the supervisory action framework and also adopt Risk Based Supervision in due course

(ii) Consultancy support in areas like developing of rating tools and modules for RBS, implementation approach, developing suitable templates, guidance notes, manuals, training, etc., would greatly benefit speedy development, testing and implementation of the RBS approach to HFC supervision.

(iii) Towards this end, the RFP is invited from interested parties with requisite capabilities for providing consultancy support to NHB for the development, testing and implementation of the Risk Based Supervision of Housing Finance Companies.

(iv) This RFP is solely for the eligible consulting agencies (eligibility criteria as indicated at para 5.1 in Section 5 of this document).

SECTION - 4

Objective, Scope and Deliverables of the Work

4.1 Objective

To provide consultancy support to the Department of Supervision of NHB for review of Supervisory Processes followed by the NHB, to assess the supervisory action framework and also suggest measures to adopt Risk Based Supervision in due course.

4.2 Scope of Work/ Terms of Reference

Keeping in view the objective, as mentioned above, the broad terms of reference/ scope of work of the consultancy assignment will be as under:

- i. Review the existing Supervisory Process framework of NHB towards adoption of Risk Based Supervision (RBS) of HFCs, based including on best international practices, and in harmonization with Scale Based Regulatory framework
- ii. Recommend suitable measures, related models etc. to be implemented towards adoption of RBS.
- iii. Review and evaluation of Supervisory Returns, Inspection Forms etc. including based on impact assessment resulting from Ind AS adoption and incorporation of additional data points, as per RBS approach
- iv. Identification of risk indicators and designing of templates for capturing risk profile of HFCs and continued compliance assessment
- v. Recommending methodology for thematic review of HFCs
- vi. Conduct of pilot testing in respect of 3 HFCs, as identified by NHB, for adoption/implementation of RBS
- vii. Revision of Returns, Inspection Forms/Report formats/Manual, supervisory rating models etc., inter-alia, in line with the RBS approach
- viii. Revision of the existing supervisory rating model based on identified risk indicators and preparation of corresponding supervisory stance, rating-based inspection framework
- ix. Designing Escalation matrix in relation to breach of supervisory parameters etc. and resultant Supervisory Action framework

- x. Guidance Notes with detailed standard operating procedures on RBS implementation, analysis of returns
- xi. Training on implementation of RBS to the officers of NHB and officials of HFCs
- xii. Any other activity connected with and incidental to the above

The selected Bidder shall be required to provide consultancy support service based on the contents of this RFP. The selected Bidder shall be required to undertake to perform all such tasks, render requisite services as may be required for the successful completion of the entire assignment at no additional cost to NHB.

4.3 Key Deliverables and Timelines

The key deliverables and the timelines arising out of the assignment are as indicated below:

S.No.	Outcome	Timeline
1.	<ul style="list-style-type: none"> i. Review & evaluation of the existing supervisory framework including EWS framework, Off-site Returns; Inspection Manual, Forms, Report format etc., impact assessment resulting from Ind AS adoption, harmonization with Scale based regulatory framework etc. ii. Identification of risk indicators, design of templates, collection of additional datapoints etc. for implementation of RBS approach iii. Methodology for thematic review of HFCs 	4 months from the commencement of the assignment
2.	Conduct of pilot testing in respect of 3 HFCs, as identified by NHB, for adoption/ implementation of RBS	6 months from the commencement of the assignment
3.	<ul style="list-style-type: none"> i. Presentation to the Management of NHB on the Supervisory Approach ii. Revised Supervisory Framework including EWS framework, Escalation matrix in relation to breach of supervisory parameters, Supervisory Action framework 	9 months from the commencement of the assignment

	<ul style="list-style-type: none"> iii. Revised Supervisory Returns, INS Forms & Inspection Report Format iv. Revised Inspection Manual v. Revised Supervisory Rating Model vi. Roll out of RBS of HFCs 	
4.	<ul style="list-style-type: none"> i. Guidance Notes with detailed standard operating procedures on RBS implementation. ii. Training of officials of NHB and HFCs (3 programmes of 3 days each at New Delhi/ NCR) iii. Continued handholding/ capacity building of officers of NHB in implementation of RBS approach 	12 months from the commencement of the assignment

The selected Consultant is expected to deliver specified outcomes within a period of 12 months, as mentioned in the scope of work and the work will commence from the date of acceptance of the letter of award. The period of contract, if required, may be extended to 2 months subject to satisfactory performance and at the sole discretion of NHB as deemed necessary for completion of the recommended and approved measures, initiatives etc. at no extra cost to NHB.

4.4 Periodic Review

Periodic arrangements shall be made for review of progress by NHB. Modification, if any, shall be carried out as mutually agreed upon.

4.5 Resources

Given the scope of the initiative and the target to accomplish it in a period of 12 months, the selected Bidder is expected to deploy adequate manpower and other resources during various phases of the project. The strength and quality of the team will be specifically evaluated during the technical evaluation.

SECTION 5
SUBMISSION OF THE BID

5.1 Who can submit the Bid?

The bid shall be submitted only by those eligible agencies fulfilling the qualifying criteria indicated below:

S.No.	Parameters	Documents to be submitted
1	The company should be registered in India and functioning in India for at least last 03 years. (Limited Liability Partnership can submit a bid for the RFP.)	1. Registration Certificate 2. Certificate of the company functioning in India in last 03 years
2	The applicant firm should have prior experience in providing consultancy in the last 03 years towards Risk Based Supervision related assignments to Supervisors/ Regulators in the Financial System in India or abroad.	Documentary evidence and details to be furnished in respect of at least one assignment related to RBS with Supervisor/ Regulator.
3	The Consultancy firm/ agency would place a team with minimum 04 members including a designated team leader in NHB during the assignment period. The members of the team should have a minimum of 3 years prior experience in Risk Based Supervision and related areas. The team leader should have a minimum of 6 years prior experience in Risk Based Supervision and related areas.	Details to be furnished as per Annexure-IV and V .
4	The Consultancy firm/ agency should have turnover of above ₹5 crore and should have been in profit in at least 02 out of last 03 years	Audited financial statements, Income Tax Returns, information as in Annexure-III .
5	The bidder should not have been censured/blacklisted/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.

Applicants not fulfilling the eligibility criteria will be rejected.

The consulting firm should preferably have an office in New Delhi / NCR.

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

5.2 Technical and Financial Bids

The bids (Technical and Financial) must be submitted at the same time giving full details within the time-period specified in this document.

5.3 Submission of the Bids

The Technical and Financial Bids shall be submitted as per the details given below:

5.3.1 The Technical Bid

This will include details of overall approach to the tasks/ activities/ consultancy services/ support services listed in this RFP along with specific proposals on each of these tasks/ activities/ consultancy services/ support services. Submission should clearly articulate the deliverables. Details about similar type of work undertaken, particularly for Indian and Foreign Regulator(s)/ Supervisors, Indian Public Sector Banks and other banks should be highlighted along with the profile of the key persons who would be assigned to the project and reference letters from the banks / institutions for which earlier work was done. The Technical bid should include details about the team, its composition, and details of key executives proposed in various stages of the project.

The technical bid shall be organized and submitted as per the following sequence:

- i. Table of Contents
- ii. List of documents enclosed.
- iii. Technical proposal standard forms- **Annexure-I**.
- iv. All copies of certificates, documentary proofs etc.

Documents to be enclosed with the Technical Bid:

- a) Letter of Proposal submission (**Annexure-I**)
- b) Consultant's organization profile and experience (**Annexure-II**)
References from clients / proof of the experience should be submitted along with **Annexure-II**
- c) Key personnel proposed to be deployed for the assignment (**Annexure-IV**)
- d) Curriculum Vitae of Key Personnel (**Annexure-V**)
- e) Approach, Methodology, Work Plan and appreciation of the concept (**Annexure-VI**)
- f) Revenue and Profit figures of the firm (**Annexure-III**)

Technical bid should have no financial information. Inclusion of any financial information in the technical bid will result in rejection of the bid.

5.3.2 The Financial Bid

The Financial Bid may be submitted in **Annexure-XII** of this document. This will contain the financial quote covering the total fees for the assignment. Consultants will bid an overall amount for the entire project duration of nine months. Features of the Financial Bid shall include the following:

- i. The financial quote should be in Indian rupees and it should include all expenses proposed other than taxes.
- ii. GST will be paid as per actuals (against necessary documentary proof).
- iii. Financial Bids containing any conditional offers will be rejected.
- iv. Bids with variability other than on account of statutory levies, taxes, etc., will be rejected.
- v. Financial Bids should be inclusive of professional fees, field visit expenses and all costs to be incurred by the consultant.
- vi. In case of discrepancy between price in words and figures, the one in words will be taken as final.
- vii. Any over- writing, erasure, etc., have to be authenticated by the authorized person.

5.4 Submission to NHB

- i. All correspondence will be in English. The Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the Bids shall initial in all pages of the Bids. Any inter-lineation, erasures or overwriting shall be valid only if they are initialled by the person signing the Bids. NHB reserves the right to reject the Bids not conforming to the above.
- ii. The Bidders should necessarily submit the information as per the prescribed formats given in the RFP while submitting both Technical and Financial Bids. Any deviation in this regard entails the Bidder for disqualification.
- iii. Bidders should provide their e-mail ID in their queries without fail since correspondence with bidders will be done by e-mail only.

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.

SECTION 6 SELECTION AND EVALUATION OF THE BID

6.1 Opening of the Bids

Technical Bids will be opened in front of the Committee constituted by NHB for this purpose in the presence of not more than **two** representatives of each bidder who choose to attend on the bid opening date. No separate intimation will be given in this regard to the bidders for deputing their representatives. The representative/s has/have to submit an authority letter duly signed by the bidder, authorizing him/her to represent and attend the bid opening on behalf of the bidder.

6.2 Process of Evaluation of Bids

- i. NHB will constitute an Evaluation Committee for the purpose of assessment, and selection of the bidder under this RFP. The decision of the Evaluation Committee shall be final and the bidder shall have no right to challenge the decision of NHB.
- ii. NHB shall intimate a date and time for the eligible bidders to make a presentation of their bid before the Evaluation Committee covering the following points:

S. No	Topic	Timeline
1	Understanding of CAMELS and RBS	
2	Understanding of ToR of the RFP	
3	Methodology and Approach	
4	Work plan and Activity Schedule	

- iii. The Evaluation Committee will evaluate the technical bid on the basis of the presentation and response as indicated in Section 5 of this document, and by applying evaluation criteria specified (methodology and particulars for submission of bid including documents to be submitted).
- iv. In the first stage of technical evaluation, a proposal would be rejected, if it is found deficient as per the requirement indicated in section 5 of this document (submission criteria and documents, etc. as indicated in para 5.3.1).
- v. The Technical Bid shall be evaluated first and at this stage, the financial bid will remain unopened. The Evaluation criteria for Technical bid is as defined in para 6.3. The financial bids of only those bidders who are shortlisted in Technical Evaluation shall be eligible for Financial Evaluation. The financial bids of the shortlisted bidders based on Technical Evaluation shall be opened in the presence of not more than

two representatives from the shortlisted bidders and the shortlisted bidders will be intimated about the date of opening of the financial bids.

6.3 Evaluation criteria for Technical Bid

- i. The evaluation of Technical Bid will be completed on a maximum of 100 marks as indicated below:

S.No.	Criteria	Max. Marks	Min. marks required
1	Past Experience of the Agency in Risk Based Supervision/ Risk Based Internal Audit in Banks in terms of specifications in the ToR, in the past 03 years	20	12
A	Experience of assignments on Risk Based Supervision of Banks with RBI and/or Central Bank of other country or assignments directly related to Risk Based Supervision in Banks and Financial Institutions (i) 3 or more assignments (15 marks) (ii) 2 assignments (12 marks) (iii) 1 assignment (9 marks)	15	9
B	Experience of work related to Risk Based Internal Audit in Banks/ FIs (i) 4 or more assignments (5 marks) (ii) 3 assignments (4 marks) (iii) 1- 2 assignments (3 marks)	5	3
2	Experience of Key Personnel in RBS/RBIA Average of scores for the 4 members of the team (including the team leader) committed for the assignment and dedicated on location during the assignment	30	18
A	Experience of assignments on Risk Based Supervision of Banks with RBI and/or Central Bank of other country or assignments directly related to Risk Based Supervision in Banks and Financial Institutions. (i) 3 or more assignments (18 marks) (ii) 2 assignments (15 marks) (iii) 1 assignment (12 marks)	18	12
B	Experience of work related to Risk Based Internal Audit in Banks / FIs (i) 4 or more assignments (12 marks) (ii) 3 assignments (9 marks) (iii) 1-2 assignment (6 marks)	12	6

3	Financials of the Agency in India Turnover >15 crore (10 marks) >10 crore and upto 15 crore (8 marks) >5 crore and upto 10 crore (6 marks)	10	6
4	Methodology and Work Plan	40	24
A	Defining the scope of work	10	6
B	Methodology and Approach	10	6
C	Work Plan and activity schedule	20	12
	TOTAL	100	60

Full marks will be awarded in Technical Evaluation only on submission of documentary proof in respect of assignments completed and experience of key personnel.

The marks for the purposes of technical evaluation will be the simple average of the aggregate marks awarded to all the members of the team (including the team leader).

- ii. The Evaluation Committee will evaluate the bidders based on the eligibility criteria as indicated in Section 5 (para 5.1). The eligible bidders may be invited for a Presentation on “Methodology, Work Plan and Appreciation of the Concept” before the Evaluation Committee. **Only those bidders scoring minimum 60% in Technical Evaluation as per criteria in para 6.3 (i) will be eligible for being considered for financial evaluation.**

6.4 Evaluation of the Financial Bid

The financial bids of only those consultants who are shortlisted by the Evaluation Committee based on Technical Evaluation will be opened. The proposal with the lowest cost bid will be given a financial score of 100. All other proposals will be given relative financial scores that are inversely proportional to their costs as compared to the lowest cost bid as per the formula “Relative Financial Score(RFS) = (Lowest Financial Bid/Financial Bid)*100”

6.5 Selection of the Consultant

- a) The proposed assignment, being highly technical in nature, the technical score will have a higher weightage in deciding the final selection of the Consultant.

- b) A combined Techno- Financial combined Score 'S' will be arrived at by applying weightages as per the following:

S.No.	Item	Percentage
1	Technical Evaluation	70%
2	Financial Bid	30%
	Total	100%

Relative score will be calculated for arriving at the final score.

For working out the combined weighted score "S" the following formula will be used:

Combined Weighted Score (S) = RTS*(70/100)+RFS*(30/100), where
RTS = Relative Technical Score = (T Score/T High)*100

RFS=Relative Financial Score = (Lowest Financial Bid/Financial Bid)*100

T Score stands for Technical score as at para 6.3

T High stands for highest technical score among the bids submitted.

Financial Bid stands for the Financial Proposal in question

Lowest Financial Bid stands for lowest amount among the Financial Bids submitted.

- i. The consultants will be ranked based on the above combined weighted score "S". The Bidder with the highest combined score (H-1) will be declared successful and shall be recommended for award of the contract. After the identification of the successful Bidder, NHB will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract.
- ii. In case of a tie between two or more Bidders in Combined Weighted Score "S", contract will be awarded based on the relative T Score between the tied bidders. In case of a tie in technical bid also, the marks scored in Past Experience of Agency and Experience of Key Personnel (Sl. No 1 & 2 of para 6.3 i) will be considered for selection of the agency.

6.6 Process framework

Selection of a successful Consultant will involve an eight (8) stage approach. The approach follows the Central Vigilance Commission (CVC) guidelines and is indicated below:

Step 1	Issue of RFP
Step 2	Pre-Bid Meeting
Step 3	Receipt of Bids: Technical Bid and Financial Bid
Step 4	Opening of Technical bid

Step 5	Presentation by eligible bidders
Step 6	Evaluation of Technical Bids, Declaration of winner of Technical Bid
Step 7	Opening of Financial Bid
Step 8	Award of Contract

6.7 Schedule of Activities

The selected Bidder shall prepare a Schedule of Activities and Action Plan in consultation with NHB before execution of the Agreement.

6.8 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

6.9 Term of Assignment

The selected Bidder under this RFP will be engaged for a period of **twelve months** as mentioned in the above scope.

6.10 Definitive Agreement

The successful Bidder will sign Service Level Agreement (SLA) substantially in the format as provided in **Annexure-XVII** and the Confidentiality cum Non-Disclosure Agreement (NDA) in **Annexure-XVIII** 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.

6.11 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 or abandons the project/contract without completing as per the agreed terms, NHB reserves the right to recover damages at 10% 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 11.23.

6.12 Use of Contract Documents and Information

The Agency 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.

6.13 Assignment

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

6.14 Works p a c e / Staff Members required for carrying out Activities

The key persons identified by the selected Bidder for the project should carry out their activities from NHB's Head Office, New Delhi or from any other suitable location as provided or approved by NHB in New Delhi. NHB will assign officer(s) for coordination with the project team.

6.15 Substitution of the Project Team Members

During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected Bidder can do so only with the prior written concurrence of NHB and by providing the replacement staff of the same level of qualifications and competence. The Consultant will have to inform NHB regarding the replacement/removal of the personnel at least one month in advance. If NHB is not satisfied with the substitution, it reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by NHB to the Bidder during the course of the assignment pursuant to this RFP, besides claiming an amount equal to the contract value as liquidated damages. However, NHB reserves the unconditional right to insist the selected Bidder to replace any team member(s) with another/others (with the requisite qualifications and competence as required by NHB) during the course of assignment pursuant to this RFP.

6.16 Support from NHB

Department of Supervision, NHB, New Delhi will coordinate with the project team for making the logistical arrangements. Seating arrangement with access to internet and limited office infrastructure will be made available to effectively execute the work.

6.17 Professionalism

The selected Bidder should provide professional, objective and impartial advice at all times and hold NHB's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while executing the assignment.

6.18 Adherence to Standards

The selected Bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. NHB reserves the right to conduct an audit/ongoing audit of the consulting services provided by the selected Bidder. NHB reserves the right to ascertain information from the other banks and institutions to which the Bidders have rendered their services for execution of similar projects.

6.19 Project implementation: monitoring arrangement

- a) Periodic review of progress
- b) Coordination Committee between NHB and successful bidder
- c) Need based presentation(s) before GM, DoS, Top Management, Supervisory Committee of Board, Board of Directors, etc.
- d) Bi-monthly progress report vis-à-vis Timelines and deliverables

SECTION 7
TERMS AND SCHEDULE OF PAYMENT

7.1 Payment Terms

- a) Any payment will be released only after submission of PBG & post-signing of SLA.
- b) The payment of the agreed Professional Fees shall be released to the selected Consultant after deduction of applicable taxes at source subject to satisfactory completion (as decided by the NHB) of assignment.
- c) The payments will be scheduled in stages on completion of the various major activities and attainment of outcome to the satisfaction of NHB. The payment for respective phases shall be made to the agency on submission of work completion certificate and its acceptance by NHB. No advance payments will be made. All payments shall be made electronically in Indian Rupees.
- d) Payments will be made as per the following schedule

S.No.	Outcome	Timeline	Payments
1.	<ol style="list-style-type: none"> i. Review & evaluation of the existing supervisory framework including EWS framework, Off-site Returns; Inspection Manual, Forms, Report format etc., impact assessment resulting from Ind AS adoption, harmonization with Scale based regulatory framework etc. ii. Identification of risk indicators, design of templates, collection of additional datapoints etc. for implementation of RBS approach iii. Methodology for thematic review of HFCs 	4 months from the commencement of the assignment	25% of Bid value
2.	Conduct of pilot testing in respect of 3 HFCs, as identified by NHB, for adoption/ implementation of RBS	6 months from the commencement of the assignment	25% of Bid value

3.	<ul style="list-style-type: none"> i. Presentation to the Management of NHB on the Supervisory Approach ii. Revised Supervisory Framework including EWS framework, Escalation matrix in relation to breach of supervisory parameters, Supervisory Action framework iii. Revised Supervisory Returns, INS Forms & Inspection Report Format iv. Revised Inspection Manual v. Revised Supervisory Rating Model vi. Roll out of RBS of HFCs 	9 months from the commencement of the assignment	25% of Bid value (including 10% after the approach/report is approved by NHB)
4.	<ul style="list-style-type: none"> i. Guidance Notes with detailed standard operating procedures on RBS implementation. ii. Training of officials of NHB and HFCs (3 programmes of 3 days each at New Delhi/ NCR) iii. Continued handholding/ capacity building of officers of NHB in implementation of RBS approach 	12 months from the commencement of the assignment	25% of Bid value

7.2 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 TDS/other applicable taxes.

If any of the items/activities are not taken up during the course of this assignment, NHB will pay only the proportionate amount of the professional fees/ contract amount quoted by the selected Bidder in the Financial Bid.

7.3 Charge Term

By submitting the Bid for consultancy, the Bidder will be deemed to have accepted all the terms and conditions mentioned in the RFP document. The rates quoted by the Bidder/consultant shall be adequate to complete the assignment according to the specification and conditions attached thereto. The Bidder/consultant should take into account all conditions and difficulties that may be encountered during the course of assignment and quote the amount excluding GST, which shall include agreed professional fee/ contract amount with taxes, royalties and all details of other facilities and services necessary for proper completion of the assignment, for completion of the assignment. The TDS amount on prevailing rate and work contract tax, etc., shall be deducted from consultants running account/final bills as per applicable tax laws. Necessary certificates shall be issued to the consultants by NHB. GST will be paid as per actuals on furnishing necessary documentary proof.

ANNEXURE- I

TECHNICAL PROPOSAL FORM
Letter of Proposal Submission
(To be included in Technical Bid Envelope)

Date:

The General Manager
Department of Supervision (DOS)
National Housing Bank
4th Floor, 'Core 5 A
India Habitat Centre, Lodhi Road
New Delhi - 110 003

Dear Sir,

Subject: Request for Proposal (RFP) for Consultancy Services for adoption of Risk Based Supervision of Housing Finance Companies

Project Reference No :

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, unconditionally and irrevocably offer to provide services in conformity with the said RFP for the sum mentioned in the Financial Bid or such other sums as may be ascertained in accordance with the schedule of prices attached and made part of this Bid.

1. If our Bid is accepted, we agree and undertake to deliver the goods/provide services in accordance with the project requirements
2. We agree to abide by this bid, during validity of the bid, may be accepted at any time before the expiration of that contract.

We further confirm that,

1. Our offer is valid for a period of 180 days from the last date (revised last date if such date is extended by NHB) for submission of bid. We are aware that NHB may extend the validity of the bid for a further period.
2. Until a formal contract is finalized and executed, this Bid Document, together with relevant documents as amended, modified, supplemented, revised, modified by addendum etc., if any, at the sole discretion of NHB duly initiated/executed shall constitute a binding Contract between us.

3. We agree and undertake that, in competing for (and, if the Bid is accepted by you) the above contract, we will strictly observe the laws inter alia, in particular, against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and similar laws and guidelines and also strictly abide by and observe all applicable laws.

4. We agree and confirm that you are not bound to accept the lowest or any Bid you may receive and you also have the right to re-issue/re-commence the Bid. Any decision in this regard by you shall be final and binding on us.

Dated this Day of2022.

Signature

Name of the signatory

Designation

Company Seal / Stamp

ANNEXURE -II

CONSULTANT’S ORGANISATION PROFILE AND EXPERIENCE

1. Consultant’s Organization:

[Please provide a brief description of the background and organization of your firm/entity. The brief description should include ownership details, date and place of incorporation of the firm and Year of commencing operations in India, objectives of the firm, Corporate Office Address (in India), Local Office Address, if any (in New Delhi), Website, Principal Contact (Name, Address, Tel No. (incl. mobile no.), fax, email), Legal status of the Consulting agency (attach copies of original document defining legal status), etc. Information on the firm's core business, years in business, technical and managerial capabilities should also be included here].

2. Consultant’s Experience:

DETAILS OF CURRENT / COMPLETED PROJECTS DURING THE LAST THREE YEARS (Please list assignments related to Risk Based Supervision of Banks, Risk Based Internal Audit in Banks in India and abroad)

S.No.	Name and address of the client including email id	Nature of the project	Key deliverables of the project	Duration of the Project	Roles and Responsibilities	Year of completion of project	Value/cost of project (₹ Lakh)

Note: The applicants are required to provide proof of award of work.

Date:

Signature of the Consultant / Authorised representative.

Enclosures:

ANNEXURE-III

REVENUE AND PROFIT FIGURES OF THE FIRM
(Please provide the figures in Indian Rupees in lakh)

Table 1: Revenue from consultancy activities in India

(Amount in ₹ lakh)

S. No.	Financial Year	Total Revenues	Revenue from Consultancy Services in India	Profit After Taxes	Net Worth
1	2019-20				
2	2020-21				
3	2021-22				

Table 2: Revenue from Global consultancy activities

(Amount in ₹ lakh)

S. No.	Financial Year	Total Revenues	Revenue from Consultancy Services in India	Profit After Taxes	Net Worth
1	2019-20				
2	2020-21				
3	2021-22				

- Please provide the exchange rate (with date), if used for the conversion from other currency.
- Please attach certified copies of audited revenue accounts showing income from consultancy & balance sheets for the last 3 financial years.
- Documents should reflect the financial situation of the applicant or partner to a JV and not sister or parent company.
- Historic financial statements submitted must be audited by a chartered accountant.
- Historic financial statements must correspond to the accounting periods already completed and audited.

ANNEXURE-IV

**KEY PERSONNEL PROPOSED TO BE DEPLOYED FOR PROVIDING
CONSULTANCY SERVICES TO NHB FOR ADOPTION OF RISK BASED
SUPERVISION OF HOUSING FINANCE COMPANIES**

S.No.	Name of proposed personnel	Age	Designation	Educational and Technical Qualification	Total Years of relevant experience	Details in Annexure V

Note: A summary of the qualification, CV and work experience of each key staff to be attached as per form in Annexure V. Supporting documents to be attached to each Annexure V.

Date:

Signature of the Consultant or Authorised representative
Enclosures:

ANNEXURE-V

Curriculum Vitae of Key Personnel

1	Name of the Personnel	Mr/Ms			
2	Date of Birth				
3	Nationality				
4	Years with the firm				
5	Qualifications (Technical and General)	University/ College	Degree obtained	Year	% marks/ grade
6	Membership in professional bodies				
7	Experience and Training (Relevant to the context of assignment)				
8	Employment Record				
	Name of the Firm	Position Held	Role	Years of Employment	
9	Work undertaken in the past that best illustrates capability to handle the tasks assigned				
	a. Employer:				
	b. Positions held:				
	c. Name of Assignment / job or Project:				
	d. Year:				
	e. Location:				
	f. Main Project Features:				
	g. Activities performed: (Give in detail the assignments handled)				
h. Duration of Engagement:					

Note: Repeat 9 (a to h) for each task/ assignment handled

Date:

Signature of the Consultant or Authorised representative

Enclosures:

ANNEXURE-VI

APPROACH, METHODOLOGY, WORK PLAN AND APPRECIATION OF THE CONCEPT

The consultant should submit the Approach, Methodology, Work Plan and Appreciation of the Concept in one comprehensive document. The submission should highlight consultant's understanding of the work involved in the assignment, deployment of resources and milestones.

Document format:

1. Background for the consultancy
2. Problems and challenges to be addressed
3. Consultant's Primary Hypothesis for the solutions proposed
4. Approach and Methodology to be adopted for the solution
5. Work Plan
6. Milestones indicating deliverables and timelines
7. Team Structure (covering dedicated team in N H B , Expert inputs and Monitoring plan from Corporate Office)
8. Ideas and Suggestions on institutionalisation of change
9. Reporting, Review and Monitoring

ANNEXURE - VII

COMPLIANCE STATEMENT DECLARATION
[TO BE SUBMITTED ON FIRM'S LETTER HEAD ONLY]

We, M/s _____, are one of the bidders for providing consultancy services to NHB for adoption of Risk Based Supervision of Housing Finance Companies.

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.

We, hereby also declare that our Firm/Company neither have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the consultancy services.

We further declare that in case NHB finds our averments are not true and incorrect, it can initiate necessary action against us, as deemed fit.

Authorized Signatories

(Name & Designation, Seal of the company)

Date:

Annexure - VIII

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 - IX

Minimum Eligibility

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 X

Technical Bid Format

Bidder response to the Technical Bid of this RFP document must be provided as detailed in Clause 6.3. 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 6.3

S.No.	Evaluation Parameters	List of supporting documents
1	1 (A & B)	
2	2 (A & B)	
3	3	
4	4 (A, B & C)	

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

Annexure XI

Commercial Bid Covering Letter

The National Housing Bank,
Department of Supervision
Core 5-A, 3rd - 5th 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 [Insert RFP Number] dated [], and our Proposals (Technical and Commercial Proposals). The Total fee is 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 -XII

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, as per the specified format.

Items	Amount excluding GST (₹) in words and figures
Cost of Consultancy for Adoption of Risk Based Supervision of Housing Finance Companies, as per the terms of the RFP	

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 above quoted price shall be considered for commercial evaluation
- 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 -XIII

[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 _____

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 particulars 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

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

Bank's Stamp:

Date:

Signature of the Authorized Official of the Bank

Annexure -XIV

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 XV

Resolution Matrix

Situation	Expected response of Agency/Bidder
Immediate requirement: Requirement within a day	First call response immediate <ul style="list-style-type: none">• Our Resources at your site as soon as possible.• Continuous effort on a 24x7 basis• Notification of Our Senior Executives
Critical requirement: Requirement within 5 days	First call response within 4 hours <ul style="list-style-type: none">• Our Resources at Your site as required.• Continuous effort on a 24x7 basis• Notification of Our Senior Managers
Moderate requirement: Requirement within 5 days	First call response within a day <ul style="list-style-type: none">• Effort during Business Hours

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Annexure XVI

Pre-Contract Integrity Pact

(To be executed on a non-judicial stamp paper of Rs 100/-)

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, 3rd – 5th Floor, 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 _____ (name of the items/services) 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, favor 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 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, favor, 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, favor, 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 favor 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 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 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 anyone 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 9.1(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/Bid Security Declaration/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 put into effect the EMD / Bid Security Declaration and in such event, the bidder shall be rejected / blacklisted.
- (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 performance bonds/ PBG shall be final and binding.

12. Independent External Monitors:

- 12.1 NHB has appointed Shri Hare Krushna Dash, IAS (Retd.), and Shri Lov Verma (Retd.) as independent external monitors (hereinafter referred to as "the Monitors") for the 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 months 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.

For National Housing Bank	For Bidder
(Authorised	(Authorised
Signatory) Place:	Signatory) Place:
Date:	Date:
<u>Witness</u>	<u>Witness</u>
1. _____	1. _____
_____	_____
(Name & Address)	(Name & Address)
2. _____ (Name &	2. _____ (Name &
_____	_____
Address)	Address)

(* 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 XVII

(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 _____, 201_, by and between,

National Housing Bank, a bank constituted under the National Housing Bank Act, 1987, having its Head Office at Core 5A, 3rd -5th 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 registered under the Companies Act, 1956, having its registered office at _____ (hereinafter called the "**Agency**"), which expression shall include wherever the context so permits, its successors and permitted assigns.

(Hereinafter NHB and the Agency are collectively referred to as "the Parties" and individually as "the Party")

WHEREAS

- (A) NHB intends to hire the Agency for _____, 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 Agency has been selected through open tendering process by way of floating the RFP by NHB followed by evaluation of Technical & Commercial Bids of the Bidders and accordingly the letter of award no. _____ dated _____ ("**LoA**") (attached hereto as **Appendix- II**) has been issued by NHB to the Agency;
- (C) The Agency 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 Agency 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;
- (c) "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 Agency 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 Agency as described/set out in Clause _____ of the RFP.
- (h) "Third Party" means any person or entity other than NHB and the Agency.

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 Agency.

1.3 Purpose

1.3.1 It is hereby agreed that the Agency 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 make

1.3.2 Performance of the Scope of Work

The Agency shall perform all the services as set out in the Scope of Work and complete the Deliverables within the prescribed timelines 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 _____ months ("Term") starting from _____ by the Agency 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 Agency 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 10 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 Agency. The Agency, subject to this Agreement, has complete charge of personnel to be engaged by the Agency 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, facsimile to such Party at the following address:

For NHB:

Attention: _____

Mail id: _____

For the Agency:

Attention: _____

Mail id: _____

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 New Delhi or at such location required/ approved by NHB. The Project Management Office shall be set up at New Delhi Office or at such location as required/ approved by NHB.

1.9 Authority of Agency

The Agency hereby authorize _____ to act on their behalf in exercising the entire Agency'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 Agency and their personnel shall pay the taxes, 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 Agency.

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 Agency i.e., w.e.f.

2.2 Commencement of Services

The Agency 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 clause 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.

(b) 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, however no extra payments shall be made beyond the contracted price for any such delay.

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 Agency, suspend all payments to the Agency hereunder if NHB is not satisfied with the performance of the Agency or if the Agency 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 Agency to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the Agency 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 Agency, (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 Agency 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 Agency 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;
- (c) If the Agency fails to comply with any final decision reached/award passed as a result of arbitration proceedings pursuant to Clause-8 hereof;
- (d) If the Agency submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the Agency knows to be false;
- (e) If, as a result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) In the event it comes to the notice of NHB that any of the representations and/or warranties made by the Agency either in the Bid Documents or in the subsequent correspondences are found to be false and/or the Agency/its personnel are found to be involved in any fraudulent or criminal act;
- (g) 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 Agency 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 AGENCY

3.1 Standard of Performance

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

3.3 Conflict of Interest

The Agency 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 Agency Not to Benefit from Commissions/Discounts etc.

The payment of the Agency by NHB shall constitute the Agency's only payment in connection with this Contract or the Services, and the Agency 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 Agency shall use their best efforts to ensure that its Personnel similarly shall not receive any such additional payment.

3.5 Agency and Affiliates not to be otherwise interested in /benefited from the Project

The Agency agrees that, during the term of this Contract and after its termination, the Agency 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 Agency 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 Agency 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 Agency 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 Agency and NHB, if required.

3.8 Insurance to be taken out by the Agency

The Agency 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 Agency or their staff on the assignment

3.9 Liability of the Agency

The Agency 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 Agency in such performance, subject to the following limitations:

- (a) The Agency 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 Agency and its Personnel; and
- (b) The Agency shall not be liable for any loss or damage caused by or arising out of circumstances over which the Agency had no control.

3.10 Indemnification of NHB by the Agency

The Agency 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 Agency or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Agency or its personnel; and/or (iii) any claim made by employees who are deployed by the Agency 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 labor laws by the Agency 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 Agency'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 Agency'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 Agency shall be actual and unlimited.
- (iii) Under no circumstances, NHB shall be liable to the Agency for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if s/he has been advised of the possibility of such damages.

3.12 Agency's Actions Requiring Owner's Prior Approval

The Agency 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 Agency can hire the services of Personnel to carry out any part of the services. The Agency shall remain fully liable for the performance of the services by its personnel pursuant to this Contract.

3.13 Reporting Obligations

The Agency 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 Agency to be the Property of NHB:

All software, algorithms, reports and other documents prepared/developed by the Agency in performing the Services shall become and remain the property of NHB, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to NHB, together with a detailed inventory thereof. The Agency 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 Agency's Personnel

The Agency 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 Agency will do its utmost to ensure that the personnel identified by the Agency to work under this Agreement completes the Term. If any such personnel resign from her/his job and leaves the Agency, the Agency will provide NHB with another personnel of equivalent knowledge, skill and experience acceptable to NHB as his substitute.

The Agency 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 Agency 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 Agency.

The Agency 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 Agency under this Agreement. The Agency 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 Agency 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 Agency.

3.16 Non-Compete

The Agency 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 Agency will inform NHB immediately about any change in its ownership or its constitution. The Agency 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 Agency 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 Agency for carrying out the assignment under the Contract.

4.2 Consideration & Payment Terms

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

The Agency 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 Agency as per the terms 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 Agency 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 Agency hereby further undertakes:

- (i) That the Agency 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 Agency and it complies/will comply with all such requirements.
- (ii) That the Agency 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 Agency 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 Agency 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 Agency 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 Agency shall not do anything that will be of any conflict of interest to the Agency 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 Agency shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The Agency 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 Agency 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 Agency in a position of being unable to carry out the assignment in the best interest of NHB.
- (vii) That the Agency 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 Agency.

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. 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 Agency shall continue the remaining work for the assignment under this Agreement during the pendency of 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 the arbitrator, as the case may be, is obtained.

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 [AGENCY]

By _____

Authorized Representative

WITNESSES:

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

Annexure XVIII

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 thisdayof _____, 202__, by and between;

_____ a _____ incorporated
_____ having its Registered Office at
_____ (hereinafter referred to as "the Consultant/Agency"), 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,5th 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/ Agency & 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 3rd 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:
- 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;
 - 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;
 - 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.
 - is independently developed by the Recipient/ Receiving Party without reference to or reliance upon the Proprietary Information; or
 - 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/Agency)

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 Agency 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 Agency is required for the same. Such report/finding/document delivered/ submitted by the Agency 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 & endure 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 XIX

(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 Agency", 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 Agency 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 Agency 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 Agency by reason of any breach by the said Agency 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 not withstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority by and between the Agency 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 Agency. 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 Agency 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 Agency 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 Agency 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 Agency's liabilities.

This bank guarantee will not be discharged due to the change in the constitution of the Bank or the Agency(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 XX

CERTIFICATE

I have read the Clause 2.30 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: