

REQUEST FOR PROPOSAL

RFP Reference No. : NHB/ROD/RFP-Equity Valuation/2018

Engagement of Merchant Banker for undertaking Equity Valuation of Housing Finance Companies (HFCs) and other Institutions



*Refinance Operations Department
National Housing Bank - Head Office
Core 5A, 4th Floor, India Habitat Centre
Lodhi Road, New Delhi - 110 003*

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1 RFP - Important Information

1.1 Objective

The National Housing Bank (hereinafter referred to as NHB) invites bids (technical and financial) from Merchant Bankers for providing services to NHB in valuation of shares of various Companies/Institutions where NHB has equity stake in the share capital of such Companies /Institutions.

1.1.1 NHB proposes to engage the services of a Merchant Banker to undertake the valuation of shares in the Companies /Institutions from the perspective of arriving at fair value of its stake in a transparent manner.

1.1.2 NHB will select a Merchant Banker from among those who have submitted their bids within the validity period, respond to this Request for Proposal (RFP) under a 'Two-Bid System' and as per the procedure detailed in this RFP to perform one or more or all the segments of the assignment as per the Details mentioned in this RFP.

1.2 Time Limits

SN	Details	Date
a.	RFP Issuance Date	May 03, 2018
b.	Contact Person	Ranjan Kumar Barun, Deputy General Manager
c.	Telephone/Mobile	Landline 011-3918 7043 Mobile +91 9717691296
d.	Email id	ranjan.barun@nhb.org.in
e.	Address for Proposal Submission (Venue)	National Housing Bank 4 th Floor, Core 5A, India Habitat Centre Lodhi Road, New Delhi - 110 003
f.	Pre-Bid Meeting to be held by NHB	May 21, 2018 at 11.30 hrs.
g.	Application Money	INR 10,000/- (Rupees Ten Thousand only)
h.	Completed Bids to be sent to NHB, HO along with Earnest Money Deposit Amount of Rs.50,000 (Rupees Fifty Thousand Only)	May 28, 2018 at 17.00 hrs.
i.	Technical Bid Opening at NHB, HO	June 01, 2018 at 11.30 hrs.

j.	Commercial Bid Opening at NHB, HO	To be Announced
k.	Validity Period for the Bids	Till June 30, 2019

Note: The terms RFP, Tender, 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 this RFP and shall together constitute this RFP document.

1.3 Invitation of Bids

- a. NHB invites bids ("Proposals") to this Request for Proposals ("RFP") from Merchant Bankers ("Bidders") which include Corporate/ Company/Firm/Agency etc., for providing services to NHB in the valuation of equity shares where NHB has stake in the equity share capital as described in paragraph 2.3.1 of this RFP, "Scope of Work" ("the Services").
- b. Submission of the bid /proposal shall be deemed to have been done after careful study and examination of this RFP document with full understanding of its implications.
- c. Any contract that may result from this RFP will be valid for a term of one year (twelve months) ("the Term"), which may be renewed for a further period of one year, based on the performance, if required by the NHB.
- d. NHB reserves the right to extend the Term for a period of up to six months with a maximum of one such extension on the same terms and conditions.
- e. Proposals must be received not later than the date and time at the venue mentioned in paragraph 1.2 above.
- f. Proposals that are received after the deadline WILL NOT be considered.

2 Background Information

2.1 National Housing Bank

2.1.1 NHB, a statutory corporation, established under an Act of the Parliament viz. National Housing Bank Act, 1987, is a wholly owned subsidiary of Reserve Bank of India. Major functions of NHB would include Promotion & Development, Financing, and Regulation & Supervision of Housing Finance Companies.

2.1.2 NHB has been established to achieve, inter alia, the following objectives -

- To promote a sound, healthy, viable and cost effective housing finance system to cater to all segments of the population and to integrate the housing finance system with the overall financial system.
- To promote a network of dedicated housing finance institutions to adequately serve various regions and different income groups.
- To augment resources for the sector and channelize them for housing.
- To make housing credit more affordable.
- To regulate the activities of housing finance companies based on regulatory and supervisory authority derived under the NHB Act, 1987.
- 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.

2.1.3 The Head Office and Regional Office of NHB are located in New Delhi and Mumbai, respectively. Further, it has Representative Offices located at Ahmedabad, Bengaluru, Bhopal, Chennai, Hyderabad, and Kolkata.

2.2 Background - Equity Support by NHB

2.2.1 NHB has been extending equity support to Housing Finance Companies (HFCs) / Institutions as part of its mandate for promotion and development of the housing finance sector in the country. During the late 1980s and early 1990s, equity support was extended to several HFCs, in the public as well as the private sector. Some of those HFCs eventually merged with their parent institutions (Corpbank Home Finance Limited with Corporation Bank, ViBank Housing Finance Limited with Vijaya Bank, etc.) while in the case of others, NHB gradually exited once the institutions had matured (Can Fin Homes Limited, GRUH Finance Limited, etc.).

2.2.2 The housing finance market in the country has shown healthy growth in the past two decades, resulting in a mature and vibrant sector. The Government of India, the Reserve Bank of India and the National Housing Bank are, therefore, focusing on strategies to improve the network of institutionalized housing finance to include people living in rural areas, as well as the people belonging to unserved and underserved segments of the population. These strategies involve leveraging the capabilities of existing institutions as well as the establishment of new institutions to serve the target segments.

2.2.3 During recent years, a number of new HFCs have emerged to fill the gaps in the market. Most of these entities are niche institutions looking to service a specific segment of the market with focus on affordable Housing. However, since the segments in which these institutions are operating / desirous of operating are largely untested markets, these new HFCs face many difficulties in their initial years in almost all the aspects of their functioning, such as defining business models and attendant business processes, corporate governance, regulatory compliance, issues related to funding and funds management, human resource issues, etc.

2.2.4 Equity support from NHB to new HFCs operating in nascent and niche areas such as rural housing, low income housing, etc. go a long way in assisting these institutions in becoming mature market participants. Some of the ways in which the NHB's equity could help new HFCs are :

- The NHB's equity participation would provide increased comfort to financial institutions and commercial banks to lend to HFCs. The HFCs would, thus, be able to not only access different modes of funding, but would also be able to improve its credit rating and thereby bring down its overall cost of funding.
- With NHB as an investor / promoter and also having a position on the HFCs' Board, the HFCs would be able to attract prospective investors to invest in the HFCs , thereby expanding its equity capital base.

2.2.5 The NHB has also participated in the equity of other institutions which play an important role in the overall development of the sector. Currently, NHB has equity participation in the following institutions:

- a. Cent Bank Home Finance Limited (CBHFL)
- b. Mahindra Rural Housing Finance Limited (MRHFL)
- c. SEWA Grih Rin Limited (SGRL)
- d. Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI)
- e. Tamil Nadu Infrastructure Fund Management Corporation Ltd. (TNIFMCL)
- f. Indian Mortgage Guarantee Corporation (IMGC)

2.3 Scope of Work

2.3.1 The scope of work has been prepared to broadly include the following -

- a. Undertake valuation of shares of Institutions/Companies as and when required, including the Institutions/Companies mentioned at para 2.2.5 by adopting appropriate standard methods/models as being used in financial market for equity valuation / M&A, in consultation with NHB. During the validity of the contract, in case a new entity is added, the price shall be decided with mutual consent of NHB and the institution on average rate of the valuation of shares of Institutions/Companies mentioned at para 2.2.5.
- b. Compliance with regulations/procedures of valuation prescribed by SEBI/RBI/NHB/GOI.
- c. The valuation should also be based on illustrative financial projections and information provided by the Companies and other institutions. The projections would show a possible valuation based on assumptions as per the business plan/targets of the Company/institution.

2.3.2 The deliverables proposed under para 2.3.1 (Scope of Work) will have to be carried out on an ongoing basis throughout the tenure of the assignment.

2.3.3 Support to be provided by NHB

The NHB will provide the support for understanding of as-is status, relevant background information, documentation and available financials, and required access to the bidder in support of the project, post the award of the contract to the successful bidder.

2.3.4 This RFP is not exhaustive in describing the functions, activities, responsibilities and services for which Merchant Banker/Bidder will be responsible. The Bidder, by participation in this tender, implicitly confirm that if any functions, activities, responsibilities or services are either not specifically described in this RFP or specifically described but has to undergo suitable changes/modifications due to regulatory 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.

3 Instructions to the Bidders

3.1 General

3.1.1 The soft copy of the tender document will be made available on NHB's website <http://www.nhb.org.in>.

3.1.2 The Bidder is advised to study all instructions, forms, annexures, requirements, terms and other information in this RFP documents carefully.

- a. All costs & expenses incurred by the Bidder in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by NHB, will be borne entirely and exclusively by the Bidder.
- b. No binding legal relationship will exist between any of the Bidders and NHB until execution of a contractual agreement, except the pre-contract integrity pact to be submitted along with the Bid. Post evaluation and finalization of the Bids and identification of the successful Bidder, the integrity pact will form part of the definitive agreement to be signed by the successful Bidder with NHB. 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.
- c. A Bidder will, by responding to this RFP, be deemed to have accepted the terms of this RFP and the Disclaimer.
- d. Each Bidder acknowledges and accepts that NHB may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing/ selecting the eligible Merchant Banker/Bidder. 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, carried out by a Bidder.
- e. Bidders are required to direct all communications related to this RFP, through the Contact Person, mentioned below:

Shri Ranjan Kumar Barun
Deputy General Manager
Refinance Operations Department
National Housing Bank
4th Floor, Core – VA, India Habitat Centre
Lodhi Road, New Delhi – 110 003

- f. NHB may, in its absolute discretion, seek additional information or material from any Bidder after the RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- g. 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.
- h. If NHB, in its absolute discretion, deems that the originator of the query will gain an advantage by any response to such query, then NHB reserves the right to communicate such response to all Bidders.

- i. Queries / Clarification if any, may be taken up with the contact persons detailed above before the deadline for submission of bids between 10.00 am to 6.00 pm on Monday to Friday.
- j. NHB may, in its absolute discretion, engage in discussion or negotiation with any Bidder (or simultaneously with more than one Bidder) after this RFP closes, to improve or clarify any response.
- k. Bidder should not have been blacklisted or debarred from participation in the bid process by any of the Government Departments/ PSUs/ Banks/ Financial Institutions in India.
- l. NHB will notify all short-listed Bidders in writing or by mail as soon as practicable about the outcome of their RFP. NHB is not obliged to provide any reasons for any such acceptance or rejection.

3.1.3 While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the services required.

3.1.4 All information supplied by Bidders may be treated as contractually binding on them, on successful award of the assignment by NHB on the basis of this RFP.

3.1.5 The successful Bidder shall give acceptance within 7 working days from the date of awarding of assignment/ Letter of Award. However, NHB has a right to cancel the Letter of Award, if the same is not accepted within the stipulated period from the date of the Letter of Award.

3.1.6 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of NHB. NHB may cancel this RFP at any time prior to a formal written contract is executed by or on behalf of NHB.

3.1.7 Support Mechanism

The bidder should have proper and adequate support mechanism/system in place to provide all necessary support under this project/assignment.

3.1.8 Local Conditions

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

3.1.9 Verification of References

NHB may, if deemed necessary, conduct verification of reference installation to satisfy themselves on the performance of the services offered with reference to their requirements.

3.1.10 Contacting NHB or Putting Outside Influence

Bidders are forbidden to contact NHB or its representatives 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.

3.1.11 Bid Content

The Bidders' bids are central to the evaluation and selection process. Therefore, it is important that the Merchant Bankers carefully prepare the proposal.

3.1.12 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.
- NHB may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in any 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 will be final towards evaluation of the Bid documents.

3.1.13 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.

3.1.14 Governing Laws and Disputes Resolution

In the event of any dispute or difference arising out of, in relation to, or in connection with this RFP and/or the resulting Contract, 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 Sole 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 Service Provider shall continue the remaining work envisaged 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.

3.1.15 Intellectual Property Rights

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

- 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.

3.1.16 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.

3.2 Compliant Bid / Completeness of Response

3.2.1 Submission of the bid/proposal shall be deemed to have been done after careful study and examination of this RFP document with full understanding of its implications. A Bidder will, by responding to NHB for this RFP, be deemed to have accepted all the terms and disclaimers.

3.2.2 Failure to comply with the requirements may render the Bid non-compliant and the Bid may be rejected. Bidders must:

- a. Comply with all requirements as set out in this RFP.
- b. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
- c. Include all supporting documentations specified in this RFP.

3.3 Pre-Bid Meeting and Clarifications

3.3.1 Bidders Queries

- a. NHB shall hold a pre-bid meeting with prospective bidders on May 21, 2018 at 11.30 hrs. in Meeting Room on 4th Floor, National Housing Bank - Head Office, Core 5A, India Habitat Centre, Lodhi Road, New Delhi – 110 003.
- b. Only the authorized representatives of the eligible Bidders having the proof of payment will be allowed to attend the Pre-Bid meeting.
- c. The Bidders will have to ensure that their queries, if any, for Pre-Bid meeting should reach NHB by post or facsimile or email by 17.00 hrs. on or before May 17, 2018
- d. The queries should necessarily be submitted in the following format:

SN	RFP Para No. & Page No.	RFP Content requiring clarification (s)	Point (s) for clarification (s)
1			
2			
3			
4			
5			

- e. 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.

3.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum/Clarifications

- a. The officers notified by NHB shall endeavor to provide timely response to all queries. However, NHB makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, NHB may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify this RFP Document by a corrigendum.
- c. At any time prior to the deadline for submission of Bids, NHB, for any reason, may modify the Bidding/Tender/RFP Document, by amendment.
- d. The amendment will be posted on NHB's website www.nhb.org.in
- e. 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 some omission is done by any Bidder.
- f. NHB at its discretion may extend the deadline for the submission of Bids.
- g. NHB shall not be liable for any communication gap. Further NHB reserve the right to scrap the tender/RFP or drop the tendering process at any stage without assigning any reason whatsoever.

3.3.3 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 Form 2.3, 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 services being offered differ/ deviate from the specifications laid down in the specifications and requirements.

3.3.4 Local conditions

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

3.4 Key Requirements of the Bid/ 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.

3.5 Masked Commercial Bid

The Bidder should submit a copy of the actual price Bid as per the format specified by NHB being submitted to NHB separately by masking the actual prices. **This is mandatory.** The Bid may be disqualified if it is not submitted by masking it properly. NHB reserves the right to cancel the Bid/tender process at the time of commercial evaluation, if the format/detail (except price) of 'Masked Commercial Bid' does not match with the format/detail of actual Commercial Bid submitted.

3.6 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.

3.7 Key Requirements of the Bid

3.7.1 RFP Document Fee

The interested Bidders have to pay the non-refundable fee of Rs. 10,000/- (Rupees Ten thousand only) by way of e-payment as described in next paragraph. Bidders are required to keep with them the proof of e-payment enclosed and put in the envelope containing the Technical Bid, in the absence of which the bid may not be considered for further evaluation. Bidders are required to carry with them the proof for e-payment, at the time of participating in the Technical Bid opening.

3.7.2 Earnest Money Deposit (EMD)

- a. Bidders shall submit, along with their Bids, a refundable interest free security deposit of Rs. 50,000/- (Rupees Fifty thousand only), by way of an e-payment in favor of NHB
- b. Accounts details are given below:

SN	Type	Particulars
1	Beneficiary Name	National Housing Bank
2	Beneficiary Address	Core 5A, India Habitat Centre, Lodhi Road, New Delhi
3	Beneficiary Bank Name	State Bank of India

4	Beneficiary Bank Branch Address	Pragati Vihar Delhi Branch, Core-6, Scope Complex, Lodhi Road, New Delhi - 110003
5	Type of Bank Account	Current account
6	Beneficiary Bank Account No	52142903844
7	IFSC Code of branch	SBIN0020511
8	MICR No	110004005
9	GSTIN (Delhi State)	07AABCN2600H1ZY

- c. Proof of e-payment of EMD should be enclosed and put in the envelope containing the Technical Bid, and 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 per the format enclosed.
- d. Request for exemption from EMD will not be entertained. Any bid received without EMD in proper form and manner shall be considered unresponsive and be rejected.
- e. EMD amount is interest free and will be refunded to the unsuccessful bidders without any interest. EMD amount of all unsuccessful bidders will be refunded on completion of the tendering process.
- f. EMD of the Successful Bidder will be refunded subject to submission of Performance Bank Guarantee and execution of Agreement.

3.7.3 Performance Bank Guarantee ("PBG")

The successful Bidder will be required to provide performance bank guarantee (PBG) of value amounting to 10% of the total cost of contract value, in the form of bank guarantee from a scheduled commercial bank in the format as prescribed in Annexure. The PBG should be valid upto at least three months beyond the expiry of the contract period or such other extended period as NHB may decide. 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 labour laws and any other laws/rules/regulations, by the successful Bidder. Default in successful implementation of the conditions of the contract, may warrant the invoking of PBG, and also if any act of the Merchant Banker (successful Bidder) results into imposition of Liquidated Damages/penalty, then NHB reserves the right to invoke the Bank Guarantee submitted by the successful Bidder.

Notwithstanding anything to the contrary contained in the contract, NHB shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if the successful Bidder fails to fulfill any of the terms of contract / work order or commits breach of any terms and conditions of the contract.

EMD security may be forfeited, if a Bidder either withdraw the bid during the period of bid validity and / or makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract; and in case of successful Bidder, if the Bidder fails to sign the contract.

3.7.4 Submission of Proposals

- a. The bidders should submit their proposals as per the format given in this RFP in the following manner -
 - i. **Bidder Information and Pre-Qualification Templates; and Technical Bid**

- Template (1 Original) should be submitted in the first envelope**, super-scribing 'Pre-Qualification and Technical Bid Templates';
- ii. **Proof of e-payment made for Document Fee and EMD in the second envelope**, super-scribing 'Proof for e-payment made for Document Fee & EMD';
 - iii. **Commercial Proposal Templates - (1 Original) in the third envelope**, super-scribing 'Commercial Proposal Templates';
 - iv. Forms given in the Appendices, along with all supporting documents should be authorized and attached with the bids;

Above three separately sealed envelopes containing copies of Pre-Qualification and Technical Bid Templates, Proof of e-payment made for Document Fee and EMD and Commercial Proposal Templates should be put in another single sealed envelope, super-scribing Response to RFP for "Engagement of Merchant Banker for undertaking Equity Valuation of Housing Finance Companies (HFCs) and other Institutions".

- v. Outer envelope prepared as per (a) above, should also indicate clearly the name, contact details such as address, telephone number, e-mail id and fax number of the bidder to enable the bid to be returned unopened in case it is declared 'Late'; and
- vi. Proposals, in its complete form in all respects as specified in the RFP, must reach NHB on or before the last date on the following address:

Name	Ranjan Kumar Barun
Designation & Organization	Deputy General Manager, National Housing Bank
Address	4 th Floor, Core- VA, India Habitat Centre, Lodhi Road, New Delhi - 110003
Telephone	011-3918 7043 ; Mobile - 97176 91296
Email id	Ranjan.barun@nhb.org.in
Last Date & Time of Submission	May 28, 2018 by 17.00 hrs

- b. Bids prepared by the Bidders, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the NHB and supporting documents and printed literature shall be written in English.
- c. Bidders must take into consideration each and every line of this RFP document while preparing technical and commercial proposal for the project. Bidders are requested to get any issue clarified by NHB before submitting the responses. The Bids submitted should be complete in all respect meeting all deliverables under the project. It will be the sole responsibility of the successful Bidder to deliver each and everything as per the scope of the project during the contracted period. NHB will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right perspective.
- d. NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.
- e. NHB shall be under no obligation to accept the lowest or any other bid/proposal received in response to this RFP and shall be entitled to reject any or all bids/proposal including those received late or incomplete offers, without assigning any

reason whatsoever. NHB reserves the right to make any changes in the terms and conditions of RFP. NHB will not be obliged to meet and have discussions with any Bidder, and or to consider any representations. NHB reserves the right to accept or reject, fully or partially, any or all bids/ proposal without assigning any reason. The decision of NHB in this regard is final and no further correspondence in this regard will be entertained.

- f. Price quoted should be in Indian Rupees on a fixed price basis and should be all inclusive cost for the product/service delivery at NHB, excluding the hardware and work space requirement for the Bidder at NHB, which should be specified by the Bidder clearly.
- g. Date of implementation of project shall be date of the sign-off. The same date shall be considered for the extension of support services, etc.
- h. Prices should not be indicated in the Pre-Qualification and Technical Bid Templates but should only be indicated in the Commercial Proposal Templates.
- i. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers.
- j. Proposal should be accompanied by a power-of-attorney in the name of the authorized signatory of the proposal.
- k. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the authorized person (or persons) of the bidder, who sign(s) the proposals.
- l. All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.
- m. Submitted bid documents are not transferable.
- n. NHB reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of NHB, the information furnished is incomplete or the Bidder does not qualify for the contract.
- o. Submitted bids by the Bidders should be valid for a minimum period of 3 months from the last date for submission of proposals as mentioned in the RFP.
- p. Submitted bids and all supporting documents by the Bidders shall become the property of the NHB unless NHB agrees to the bidder's specific request/s, in writing, that the proposal and documentation be returned or destroyed.
- q. If the envelop is not sealed and marked, the NHB will assume no responsibility for the Bid's misplacement or its premature opening.
- r. Bids not sealed properly shall not be considered and will stand rejected without recourse.
- s. The Commercial and Technical Bids will have to be signed on all pages of the Bids by the authorized signatory. Unsigned Bids would be treated as incomplete and would be rejected.
- t. By submitting a proposal, the Bidder agrees to promptly execute contract with NHB for any work awarded to the Bidder. Failure on the part of the successful Bidder to execute a valid contract with NHB, will relieve NHB of any obligation to the Bidder, and a different Bidder may be selected.

- u. Bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- v. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- w. NHB shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- x. Time and quality of the service are the essence of this agreement/contract. Failure to do so will be considered as breach of the terms and conditions of the contract.

3.8 Deviation/ Modification/Withdrawal of Bids

- a. Bidder shall not outsource development and management works assigned to it by the NHB, to any third party and provide services to the satisfaction of the NHB, through its own service/support infrastructure only.
- b. Bidder may provide deviation to the contents of the RFP document. It may be noted that once the deviations are provided, the bidder would not be allowed to withdraw the deviations so submitted;
- c. The NHB would evaluate and classify them as “material deviation” or “non-material deviation”. In case of any material deviations, the NHB would be entitled to reject the bid;
- d. Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification including substitution or withdrawal of the bid is received by NHB, prior to the deadline prescribed for submission of bids;
- e. A Bidder shall submit only one proposal. If the Bidder submits more than one proposal, all such proposals shall be disqualified.
- f. 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.
- g. Bidder modification or withdrawal notice shall be prepared, signed, sealed, marked and delivered to the address specified in paragraph 3.1.2 (c), within the deadline for submission of bids.
- h. No bid will be allowed to be modified/withdrawn after the deadline for submission of bids;
- i. No bid will be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in forfeiture of the bidder’s EMD;
- j. The NHB has the right to reject any or all proposals received without assigning any reason whatsoever. The NHB shall not be responsible for non-receipt /no delivery of the bid documents due to any reason whatsoever.

4 Evaluation Process

4.1 Evaluation Committee

- a. All bids will be screened by a committee and shortlisted parties will be called for making presentation of their credentials, before the committee. Date / Timing / Venue of presentation will be intimated to shortlisted bidders subsequently;
- b. The Committee constituted by the NHB shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence, may lead to rejection;
- c. Committee will award score as Technical score based on inputs received during presentation. Shortlisted candidates in Technical score will be informed for the date and timing of opening of Financial Bids.
- d. The Bidder's name and presence or absence of requisite EMD, RFP cost and such other details as the NHB, at its discretion may consider appropriate will be announced at the time of technical bid opening;
- e. The RFP Committee would open the Financial Bids of only short listed Bidders. The marks scored by the short listed bidders will be announced before opening of the financial bids. The bidders, if they so desire, may remain present for the opening of financial bids.
- f. The Committee will open the bids on the scheduled date and time as fixed/communicated, in the presence of such of those Bidders or their representatives, who may be present at the venue on the scheduled date and time. The representatives of the bidders should be advised to carry the identity card and a letter of authority from the participating bidders to identify their bonafide for attending the opening of the proposal;
- g. The decision of the Committee in the evaluation of proposals to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee;
- h. The Committee may fix meetings with the Bidders to seek clarifications on their proposals;
- i. The Committee reserves the right to reject any or all proposals on the basis of any deviations;
- j. Technical score will have 75% weightage and financial bid will have 25% weightage.
- k. The bidder scoring the highest combined score of technical and financial bids will be declared as L1 and would be appointed for the transaction. The other qualified bidder ranked as L2, L3 and so on in that order would be selected if Bank decides to keep more than one Merchant Banker.

4.2 Criteria for Evaluation

- a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non- responsive, if proposals
 - are not submitted in formats as specified in the RFP document
 - received without the Letter of Authorization
 - are found with suppression of details
 - with incomplete information, subjective, conditional offers and partial offers submitted
 - submitted without the documents requested in the checklist
 - have non-compliance of any of the clauses stipulated in the RFP
 - with lesser validity period
 - submitted with consortium/sub-contract arrangements
- b. NHB will prepare a list of responsive bidders, who comply with all the terms and

conditions of the RFP. All eligible bids will be considered for further evaluation by a Committee according to the evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

- c. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

4.3 Technical qualification / Eligibility criteria

SN	Criteria	Requirements	Proof to be attached
1	Profile	<p>The firm shall be a SEBI registered Merchant Banker- Category I.</p> <p>The firm shall have completed at least five mandate of valuing a NBFC/HFC/Financial entity in last 5 years. The Bidder must have experience of 5 (five) years or more in consultancy services and have carried out such assignments for India-based companies with transaction size of Rs 50 crore or more in the last 5 (five) years.</p> <p>The Bidder must have average audited turnover of not less than Rs 10 crore (Rupees ten crore) from consulting activities/ business in the last 3 (three) years including the last financial year ending March 31, 2018.</p>	<p>Copy of Certificate of Incorporation or other equivalent document;</p> <p>PAN;</p> <p>Documentary evidence for all the aforementioned eligibility criteria should be duly submitted.</p>
2	Uniqueness	Bidder should be an individual institution. Consortiums are not allowed to bid.	---
3	Blacklisting	The bidder should not have been blacklisted by Government of India, any State Government in India, any Public Sector Undertaking or by any multilateral agency	Self-Certificate

Note: Bidder has to provide copies of supporting documents against each criterion mentioned above, without which bid may be rejected.

4.4 Evaluation of Proposals

The successful Bidder shall be selected on the basis of the two-envelope procedure viz. (i) Technical Proposal and (ii) Financial Proposal.

Bidders fulfilling the Eligibility Criteria as specified at para 4.3 above shall be considered for Technical Evaluation. The Technical Proposals will be evaluated on the basis of evaluation criteria, sub-criteria and points system as given below:

S NO	Evaluation Criteria	Maximum Score	Supporting Documents
1.	Size of Consulting Business of Bidder (20)		

1.1	Number of years of experience in consultancy business <ul style="list-style-type: none"> • More than 10 years (10 marks) • 5 to 10 years (5 marks) 	10	Certificate of Registration or equivalent document.
1.2	Annual Turnover of Bidder from consultancy assignments (average of last 3 financial years including FY 2017-18) <ul style="list-style-type: none"> • Turnover more than Rs 20 crore (10 marks) • Turnover between Rs 10 to 20 crore (5 marks) 	10	Audited Financial Statements for 3 years including FY 2017-18. In case Financial Statements do not carry segment-wise reporting on the bidder's turnover from consultancy assignments, Certificate from statutory Auditors in support of the same, should be provided.
2.Relevant Experience of the Bidder (30)			
2.1	Experience in merchant banking of equity or similar <u>assignments with assignment value of more than Rs 50 crore each</u> for Indian companies in the last 3 years No of points per assignment: 10	30	Description of assignments including client name, job title, scope of services, date of assignment award and completion, deal size and other key details. Documentary evidence should be duly submitted.
3.Team Members and their experience for the Assignment (20)			
3.1	Quality and Suitability of key resources to be assigned to the assignment, relevant experience of the resources	20	Details of proposed deal team (rank-wise names, qualifications, experience, locations of team members, curriculum vitae and their other credentials in the work area as per ToR.
4. Presentation before NHB (30)			
4.1	Presentation before NHB consisting the profile, experience, methods / techniques to be used for arriving at valuation of equity shares etc.	30	Power Point Presentation
TOTAL		100	

4.4.1 Evaluation of Technical Proposals will start first and at this stage the Financial Proposals will remain unopened. Financial Proposals of only those bidders who have qualified in the evaluation of Technical Proposals shall be opened in the presence of bidders' representatives, who choose to attend. NHB shall inform the date, time and place of opening of the Financial Proposals to all qualified bidders after completion of the evaluation of Technical Proposals.

4.4.2 Financial Proposals of only those bidders securing a minimum qualification score of 65 technical points under the Technical Evaluation procedure shall be opened.

4.4.3 For the purpose of overall evaluation, the Overall Score will be arrived at by Combining the Technical and Financial Scores by assigning 75% weightage to Technical Points and 25% Weightage to Financial Points, as illustrated below:

(Individual Bidder's Technical Points x 75%) + (Individual Bidder's Financial Points x 25%)

4.4.4 Bidders who have got highest technical score will be given 100 as Technical Points and accordingly technical points of other bidder will be calculated with formula as:

(Individual Score/ Highest Score x 100). If the Highest Score is 90 scored by Bidder A and points scored by Bidders B and C are 81 and 72 respectively, the Technical Points of Bidder A will be 100, Technical Points of Bidder B will be - $[81/ 90 \times 100 = 90]$ and Technical Points of Bidder C will be - $[72/ 90 \times 100 = 80]$

4.4.5 Similarly in case of Financial Score, the bidder with the lowest fee will be assigned 100 as the Financial Points and the Financial Points of the other two bidders will be calculated with the formula:

$[Lowest Price/ Individual Price \times 100]$. If the fee quoted by Bidder B is 90 the lowest one, and the fee quoted by Bidders A and C are 120 and 96 respectively, then the Financial Points of Bidder B will be 100 and Financial Points of Bidder A will be - $[90/ 120 \times 100 = 75]$ and Financial Points of Bidder C will be - $[90/ 96 \times 100 = 93.75]$. Accordingly, the Final Overall Score will be:

$$\begin{aligned} \text{Bidder A} &= [(100 \times 0.75) + (75 \times 0.25)] = 93.75 \text{ (H1)} \\ \text{Bidder B} &= [(90 \times 0.75) + (100 \times 0.25)] = 92.50 \text{ (H2)} \\ \text{Bidder C} &= [(80 \times 0.75) + (93.75 \times 0.25)] = 83.44 \text{ (H3)} \end{aligned}$$

The bidder with the highest Overall or Combined Score as computed above will be considered for engagement.

4.4.6 In case of tie-up of Overall or Combined Score, the bidder with the highest technical score will be considered for engagement.

4.4.7 In case of tie-up of Overall or Combined Score as well as technical score, the bidder with the highest financial score will be considered for engagement.

4.5 Commercial Bid Evaluation

4.5.1 The Commercial Bids of technically qualified bidders will be opened on a date to be later announced, in the presence of bidder or his representatives.

4.5.2 The Commercial Bid Price to be quoted as per the Scope of Work mentioned at para no. 2.3 and 2.1.5.

Quoted Amt. to be in Rs. lakh, with 2 decimal places

SN	Activity	Amt.
1.	Valuation of shares where NHB has equity stake in the share capital of the Company/Institution.	

4.5.3 Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

- 4.5.4** The bid price should be inclusive of all applicable taxes & levies and shall be quoted in Indian Rupees. TDS and other charges, as mandated will be deducted before making any payment to the bidder.
- 4.5.5** The bid price will include all out of pocket expenses.
- 4.5.6** The breakup of bid price provided by bidder as above shall be binding and may be used by the NHB to determine the relevant remuneration for extension/ discontinuation of services, if any. The bidder would be bound to provide services in the period desired (for extension) at the same rates without any escalation.
- 4.5.7** In case of the contract is terminated, payment towards availed services will be made on pro rata basis for the period services rendered to NHB, subject to its satisfaction.
- 4.5.8** Any conditional bid would be rejected.
- 4.5.9** **Arithmetical Errors & Rectification:** If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

4.6 Engagement for Services

4.6.1 Award Criteria

NHB will award the contract to the successful bidder, whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

4.6.2 Accepting / Rejecting any or all Bid(s)

NHB reserves the right to accept or reject any bid, and to annul the tendering/ public procurement process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for NHB's action.

4.6.3 Award Notification

Prior to the expiration of the validity period, NHB will notify the successful bidder in writing or by email, that its proposal/bid has been accepted. In case the tendering/public procurement process has not been completed within the stipulated period, NHB may request the bidders to extend the validity period of the bids. The notification of award will constitute the formation of the contract.

4.6.4 Work Contract & Confidentiality Agreement

The successful Bidder will sign Service Level Agreement (SLA) and Confidentiality cum Non-Disclosure Agreement (NDA) with NHB within 15 days of issuance 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 these Agreements 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.

4.6.5 Liquidated Damages

In case the selected bidder fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the final contract negotiations, NHB reserves the right to recover damages by way of liquidated damages at 10% percent of the contract value per fortnight for non-performance/delayed performance.

4.7 Fraud and Corrupt Practices

4.7.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, NHB shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, NHB shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to NHB for, inter alia, time, cost and effort of NHB, in regard to the RFP, including consideration and evaluation of such Bidder’s Bid.

4.7.2 Without prejudice to the rights of NHB under clause above and the rights and remedies which NHB may have under the LoA or the Agreement, if a Bidder or its employee/s, as the case may be, is found by NHB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the LoA or the execution of the Agreement, such Bidder or firm shall not be eligible to participate in any tender or RFP issued by NHB during a period of 5 years from the date such Bidder or its employee/s, as the case may be, is found by NHB to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.7.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process [for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NHB who is or has been associated in any manner, directly or indirectly with the selection process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NHB, shall be deemed to constitute influencing the actions of a person connected with the selection process]; or (ii) save as provided herein, engaging in any manner whatsoever,

whether during the selection process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of NHB in relation to any matter concerning the Project;

- b. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
- c. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the selection process;
- d. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by NHB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the selection process.

4.8 Conflict of Interest

- 4.8.1** Bidder shall not have a conflict of interest that may affect the selection process or the support services (the “Conflict of Interest”). Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, NHB shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to NHB for, inter alia, the time, cost and effort of NHB including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to NHB hereunder or otherwise.
- 4.8.2** NHB requires that the bidder provides professional, objective, and impartial advice and at all times hold NHB’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of NHB.
- 4.8.3** Without limiting the generality of the above, Bidder shall be deemed to have a Conflict of Interest affecting the selection process, if:
 - a. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s’ information about, or to influence the Bid of either or each of the other Bidder or the Bidder, or any associates of the bidder are advising any of the Bidders or their related associate firms, on the present proposals;
 - b. there is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the bidder will depend on the circumstances of each case. While providing support services to NHB for

this particular assignment, the bidder shall not take up any assignment that by its nature will result in conflict with the present assignment;

- c. In the event that the Bidder, its Associates or affiliates are auditors or financial advisers to any of the entity for whom the valuation is being undertaken, they shall make a disclosure to NHB as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. NHB shall, upon being notified under this Clause, decide whether it wishes to terminate this engagement or otherwise, and convey its decision to the Bidder within a period not exceeding 15 (fifteen) days.

4.9 Commercial Terms and Conditions

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

4.9.1 Price

- a. The Price quoted by the Bidder should include all type of costs.
- b. The price should be valid for full contract period of one year.
- c. The price should be inclusive of all taxes including GST duties, levies charges, transportation, and insurance, as per commercial Bid.
- d. The price quoted by the Bidder shall be remain fixed during the Bidder's performance of the contract i.e., for a period of one years and extended if required by NHB.
- e. Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- f. Any payment will be released only after submission of PBG & post-signing of Service Level Agreement ("SLA") and NDA as per the following payment terms.

4.9.2 Payment Schedule (Activities specified in paragraph 4.5)

The Bank shall release payment of the agreed fee quoted in RFP to the selected Bidder on completion and submission of the Valuation Report to the satisfaction of NHB, after deducting applicable taxes at source. No part payment/advance will be paid to the bidder.

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

5 Formats

5.1 Appendix 1 - Bidder Information and Pre-qualification Templates

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Bidder Information and Pre-Qualification Criteria.

Bidder Information and Pre-Qualification Templates shall comprise of following forms:

Form 1.1: Compliance Sheet for Pre-qualification Proposal

Form 1.2: Bidder Information

Form 1.1: Compliance Sheet for Pre-qualification Proposal

(The pre-qualification proposal should comprise of following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre- Qualification proposal)

SN	Basic Requirement	Required	Provided	Reference & Page No.
1	Document Fee	Proof of Payment	Yes/No	
2	Power of Attorney	Copy of Power of Attorney in the name of the Authorized Signatory	Yes/No	
3	Bidder Information	As per Form 2	Yes/No	
4	Earnest Money Deposit	Proof of Payment	Yes/No	
5	Consortiums	No Consortiums	Confirmation that the bidder is bidding as a single institution	
6	Legal Status of Institution	Copy of the Act for the Statutory Corporation or Firm/Company's Certificate of Incorporation; PAN and Goods and Services Tax Registration Certificate	Yes/No	
7	Blacklisting	Self-Certificate in the Institution's letter head	Yes/No	

Signature/s of the Authorized Signatory/ies

(Name, Designation, Address and Contact Details)

(Seal of the Institution)

Date:

Form 1.2: Bidder InformationPlease provide following information about the Institution (*Attach separate sheet if required*)-

SN	Information	Particulars / Response		
1.	Bidding Institution Name			
2.	Incorporation Status [Govt./PSU/Pub. Ltd. / Pvt. Ltd/ Partnership/ Proprietary etc.]			
3.	Year of Establishment			
4.	Registration No.			
5.	Registration Date			
6.	PAN No.			
7.	GST Registration No.			
8.	Address of Registered Office with contact numbers [phone / fax]			
9.	Contact Details of Bidder authorized to make commitments to NHB			
	Name, Designation, Contact No., FAX No., & email ID			
10	Institution's Head Office and Addresses Contact Person(s), Phone, Fax, email ID & Website			
11	Provide the range of support services, catered by you along with service description and period - as per the eligibility criteria/experience			
12	Any pending or past litigation (within three years)? If yes please give details Also mention the details of claims and Complaints received in the last three years (About the Company / Services provided by the company).	Yes/No/Comments (if option is 'Yes' quantify the exposure) (Rs. in lakh)		
13	Please mention turnover and Net Profit/Loss for last three years (as per Audited financial Statement)	Year	Turnover	Net Profit
		2015-16		
		2016-17		
		2017 -18		

Signature/s of the Authorized Signatory/ies**(Name, Designation, Address and Contact Details)****(Seal of the Institution)****Date:**

5.2 Appendix 2 - Technical Bid Templates

Bidder response to the Technical Bid of this Tender document must be provided as detailed in Paragraph 4.4. Any extra information may be provided as separate section at the end of Technical Bid document. Technical Proposal shall comprise of following forms:

Form 2.1: Technical Bid Covering Letter

Form 2.2: Letter of Competence Format and Compliance Declaration

Form 2.3: Deviation

Form 2.4: Technical Bid Format

Form 2.5: ECS Mandate

Form 2.6: Curriculum Vitae (CV) of Key Personnel (Agency may use its own format).

Note:

Bidder must submit softcopy of complete technical bid inside the sealed envelope meant for 'Technical Proposal'.

Form 2.1: Technical Bid Covering Letter

Date:

The Deputy General Manager
National Housing Bank - Head Office
Refinance Operations Department
Core 5-A, 4th Floor, India Habitat Centre
Lodhi Road
New Delhi - 110003.

Dear Sir,

Technical Bid for providing Support Services for Equity Valuation

We, the undersigned, offer to provide services for the above-mentioned assignment, in accordance with your RFP document [Insert RFP Ref. Number] dated [Insert Date]. We are hereby submitting our Technical Bid proposal along with duly filled forms as specified in para 5.2 of this RFP.

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

Yours faithfully,

Signature/s of the Authorized Signatory/ies

(Name, Designation, Address and Contact Details)

(Seal of the Institution)

Date:

Form 2.2: Letter of Competence Format and Declaration

[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 undertaking is being made after fully understanding the objectives of the project and requirements like experience etc.

We certify that the quality and number of resources to be deployed by us for implementation will be adequate to implement the proposed solution correctly 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.

We hereby undertake and agree to abide by all the terms and conditions stipulated by the National Housing Bank in this RFP including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).

Signature/s of the Authorized Signatory/ies

(Name, Designation, Address and Contact Details)

(Seal of the Institution)

Date:

Form 2.3: Deviations

This section should contain any assumption on areas which have not been provided in the RFP or any changes to the existing provisions of the RFP.

We certify that the systems/services offered by us for tender confirms to the specifications stipulated as per Appendix 2 by you 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 the Bank is final towards evaluation of the bid documents.

Signature/s of the Authorized Signatory/ies

(Name, Designation, Address and Contact Details)

(Seal of the Institution)

Date:

Form 2.4: Technical Bid Format

Bidders meeting the pre-qualification/eligibility requirements would be considered as qualified for the following Technical Evaluation Criteria.

S NO	Evaluation Criteria	Maximum Score	Supporting Documents
Size of Consulting Business of Bidder (20)			
1.1	Number of years of experience in consultancy business <ul style="list-style-type: none"> • More than 10 years (10 marks) • 5 to 10 years (5 marks) 	10	Certificate of Registration or equivalent document.
1.2	Annual Turnover of Bidder from consultancy assignments (average of last 3 financial years including FY 2017-18) <ul style="list-style-type: none"> • Turnover more than Rs 20 crore (10 marks) • Turnover between Rs 10 to 20 crore (5 marks) 	10	Audited Financial Statements for last 3 years including FY 2017-18. In case, Financial Statements do not carry segment-wise reporting on the bidder's turnover from consultancy assignments, Certificate from statutory Auditors in support of the same, should be provided.
2.Relevant Experience of the Bidder (30)			
2.1	Experience in merchant banking of equity or similar assignments with assignment value of more than Rs 50 crore each for Indian companies in the last 3 years No of points per assignment: 10	30	Description of assignments including client name, job title, scope of services, date of assignment award and completion, deal size and other key details. Documentary evidence should be duly submitted.
3.Team Members and their experience for the Assignment (20)			
3.1	Quality and Suitability of key resources to be assigned to the assignment, relevant experience of the resources	20	Details of proposed deal team (rank-wise names, qualifications, experience, locations of team members, curriculum vitae and their other credentials in the work area as per ToR.
4. Presentation before NHB (30)			
4.1	Presentation before NHB consisting the profile, experience, methods / techniques to be used for arriving at valuation of equity shares etc.	30	Date would be intimated later on.
TOTAL		100	

Note: Bidder has to provide copies of supporting documents against each criterion mentioned above, without which bid may be rejected.

Signature/s of the Authorized Signatory/ies
(Name, Designation, Address and Contact Details)
(Seal of the Institution)

Date:

Form 2.5: ECS Mandate

[To be submitted along with Technical Bid]

FORM FOR PROVIDING DETAILS OF BANK ACCOUNT FOR CREDIT OF PAYMENT FROM NATIONAL HOUSING BANK

(Please fill in the information in CAPITAL LETTERS)

1. Name of the Bidder**2. Address of the Bidder**

City

Pin Code

E-mail id

Phone /Mobile No.

Permanent Account Number (PAN)

GST Registration No.

TIN No.

3. Particulars of Bank Account

A. Name of Account same as in the Bank

B. Name of the Bank

C. Name of the Branch

D. Address of the Branch with Tel No.

E. Account No. (Appearing in Cheque book)

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

G. MICR No.

H. IFSC Code of the bank branch
(to be obtained from the respective branch)

I/We hereby authorize National Housing Bank to credit payment(s) to my/our above bank account by ECS.

(#ECS will be accepted on centers where the facility is available).

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

I also agree that without prejudice to the generality of the foregoing, in the event National Housing Bank is not able to carry out the ECS instructions given by me, National Housing Bank

may make such arrangements for payment as deemed appropriate by it, for effecting the transaction.

Signature/s of the Authorized Signatory/ies

(Name, Designation, Address and Contact Details)

(Seal of the Institution)

Date:

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

Bank's Stamp:

Date:

Signature of the Authorized Official of the Bank

5.3 Appendix 3 - Commercial Bid Template

The bidders are expected to respond to the RFP using the forms given in this section for Commercial Proposal.

Form 3.1: Covering Letter

Form 3.2: Commercial Bid Format

Form 3.3: Summary of Costs

Form 3.1: Commercial Bid Covering Letter

Date:

The Deputy General Manager
National Housing Bank - Head Office
Refinance Operations Department
Core 5-A, 4th Floor, India Habitat Centre
Lodhi Road
New Delhi - 110003.

Dear Sir,

Commercial Bid - Providing Support Services for Equity Valuation

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your Request for Proposal [Insert RFP Number] dated [Insert Date]. We are hereby submitting our Commercial Bid proposal along with duly filled forms as specified in para 5.3 of this RFP. The Total fee (as stated in Form 11) is inclusive of all taxes, duties, charges and levies (as applicable and payable under the local laws) 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., [Insert date].

Yours faithfully,

Signature/s of the Authorized Signatory/ies

(Name, Designation, Address and Contact Details)

(Seal of the Institution)

Form 3.2: Commercial Bid Format

The Commercial Bid Price to be quoted against each of the following activities -

SN	Activity	Quoted Amt.
		Amt. in Rs lakh
1.	Valuation of shares where NHB has equity stake in the share capital of the Company/Institution.	
	Total	

Signature/s of the Authorized Signatory/ies

(Name, Designation, Address and Contact Details)

(Seal of the Institution)

Date:

Form 3.3: Summary of Costs

SN.	Costs	Amount(s) in Rs lakh
1	Total Amount of Commercial Bid (A)	
2	GST (as per prevailing rates) (B)	
3	Total (A+B)	

Bidders are advised to note the following:

- All the details must be provided as per format. Incomplete formats will result in rejection of the proposal.
- Masked commercial bids must be given with technical bid. All the pages of commercial bids must be sealed and signed by authorized signatory.
- All the quoted costs must include all applicable taxes etc.
- All other taxes as applicable will be borne by the Bidder. NHB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the Consultant.
- All taxes and levies will be to the account of Bidders
- All the rates must be quoted in INR.
- The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.
- The commercials quoted in the commercial bid are valid for six months from the date of opening of commercial bids.

Signature/s of the Authorized Signatory/ies

(Name, Designation, Address and Contact Details)

(Seal of the Institution)

Date:

Appendix 4**(Format of Bank Guarantee)**

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

To
National Housing Bank

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

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

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

NHB shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between NHB and the Consultant or any other course or remedy or security available to NHB and the Bank shall not be released of its obligations/ liabilities under

these presents by any exercise by NHB of his liberty with reference to the matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on part of NHB or any other indulgence shown by NHB or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee. The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of NHB in writing.

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

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

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

Notwithstanding anything contained herein:

(a) Our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____ in words);

(b) This bank guarantee shall be valid up to _____; and

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

(Signature)

Designation/Staff Code No.

Bank's seal

Attorney as per power of Attorney No. Dated

Appendix 5**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 _____, 201__, by and between;

_____ a _____ incorporated
_____, having its Registered Office at
_____ (Hereinafter referred to as “the Consultant”), which expression shall include wherever the context so permits, its successors and permitted assigns;
and

The National Housing Bank, a bank constituted under the National Housing Bank Act,1987 (Central act No. 53 of 1987) having its Head Office at Core-5A,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 & 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

Now this Agreement witnessed:-

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 :

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

NATIONAL HOUSING BANK

(Consultant)

7. Term: The obligation pursuant to clause 2 and 3 (Confidentiality & Non-Disclosure of Proprietary Information) will survive for a period of _____ years from the termination of the SLA.
8. The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available to the parties under law.

- 9. Notwithstanding anything stated in this Agreement, any report/finding/document delivered/submitted by the Consultant to NHB as a part of the outcome or deliverables under the SLA and which, in the opinion of NHB, requires any further study/analysis by any third party agency/institution depending on the requirement of the case, the same can be shared by NHB with such third party agency/institution for conducting such study/analysis and no prior consent of the Consultant is required for the same.
- 10. This Agreement shall be governed and construed in accordance with the laws of India and shall be subjected to the Jurisdiction of courts at Delhi. It is agreed that any dispute or differences arising out of or touching this Agreement if not resolved amicably shall be referred to the arbitration as per clause _____ of the SLA executed between the parties hereto.
- 11. **Miscellaneous**
 - a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement/amendment in writing signed by both the parties.
 - b) This Agreement will be binding upon & enure to the benefit of the parties hereto and it includes their respective successors & assigns
 - c) The Agreement shall be construed & and interpreted in accordance with the laws prevailing in India.

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

FOR _____

FOR NATIONAL HOUSING BANK

Authorized Signatory

Authorized Signatory

Name:
Designation:
Place:
Date:

Name:
Designation:
Place:
Date:

WITNESSES:

1.

2.
