

**Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

**RFP Reference no: -**

**HO/RMMD/DAK/2023/00121  
dated 11<sup>th</sup> January 2023**

**Request for Proposal (RFP)-for  
Engagement of Company Secretaries Firm**

**Resource Mobilization and Management Department  
Head Office, National Housing Bank  
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New Delhi - 110 003  
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## Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank

### GLOSSARY

Acronyms	Description
NHB	National Housing Bank
HO	Head Office, Delhi
RRO	Regional Representative Office
PSU	Public Sector Undertaking
PSB	Public Sector Bank
VC	Video Conference
RFP	Request For Proposal
RBI	Reserve Bank of India
SEBI	Securities & Exchange Board of India
SLA	Service Level Agreement
LODR	Listing Obligations & Disclosure Requirement
SCB	Schedule Commercial Bank
RO	Regional Office
RMMD	Resource Mobilization & Management Department
CS	Company Secretaries
LLE	Large Listed Entity

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

## CONTENTS

1. IMPORTANT BID DETAILS .....	- 5 -
2. NATIONAL HOUSING BANK .....	- 6 -
3. PURPOSE .....	- 6 -
4. OBJECTIVE:.....	- 7 -
5. SCOPE OF WORK:.....	- 7 -
6. DELIVERABLES .....	- 7 -
7. PERIOD OF CONTRACT .....	- 10 -
8. INSTRUCTIONS TO BIDDERS.....	- 11 -
8.1 GENERAL .....	ERROR! BOOKMARK NOT DEFINED.
8.2 PRE-BID MEETING.....	- 13 -
8.3 SOFT COPY OF TENDER/RFP DOCUMENT .....	- 13 -
8.4 NON-TRANSFERABILITY OF TENDER/RFP.....	- 13 -
8.5 ERASURES OR ALTERATIONS.....	- 13 -
8.6 AMENDMENT TO THE BIDDING/TENDER/RFP DOCUMENT .....	- 13 -
8.7 LANGUAGE OF BID .....	- 14 -
8.8 MASKED COMMERCIAL BID.....	- 14 -
8.9 RIGHT TO ALTER LOCATION / QUANTITIES.....	- 14 -
8.10 DOCUMENTS COMPRISING THE BID (PLEASE FOLLOW THE INSTRUCTIONS, IF ANY, SEPARATELY PRESCRIBED IN THE FORMATS).....	- 14 -
8.11 BID CURRENCY .....	- 15 -
8.12 IMPLEMENTATION SCHEDULE.....	- 16 -
8.15 PERIOD OF VALIDITY OF BIDS.....	- 16 -
8.16 FORMAT AND SIGNING OF BIDS .....	- 17 -
8.17 SEALING AND MARKING OF BIDS .....	- 17 -
8.18 DEADLINE FOR SUBMISSION OF BIDS.....	- 18 -
8.19 LATE BIDS.....	- 18 -
8.20 OPENING OF BIDS BY NHB .....	- 18 -
8.21 CLARIFICATION OF BIDS.....	- 18 -
8.22 PRELIMINARY EXAMINATIONS.....	- 18 -
8.23 PROPOSAL OWNERSHIP.....	- 19 -
8.24 INSTRUCTIONS TO THE BIDDERS .....	- 19 -
8.25 PRICE COMPOSITION & VARIATION .....	- 19 -
8.26 TIMELY AVAILABILITY OF SUPPORT SERVICES .....	- 20 -
8.27 MANUALS/DOCUMENTS.....	- 20 -
8.28 MODIFICATION AND WITHDRAWAL .....	- 20 -
8.29 REVELATION OF PRICES.....	- 20 -
8.30 TERMS AND CONDITIONS OF THE BIDDING FIRMS .....	- 20 -
8.31 LOCAL CONDITIONS .....	- 20 -
8.32 CONTACTING NHB OR PUTTING OUTSIDE INFLUENCE.....	- 21 -
8.33 PROPOSAL CONTENT.....	- 21 -
8.34 BANNED OR DELISTED BIDDER .....	- 21 -
8.35 COMPLIANCE WITH LAWS.....	- 21 -
8.36 INTELLECTUAL PROPERTY RIGHTS .....	- 22 -
8.37 FALSE / INCOMPLETE STATEMENT .....	- 23 -
8.38 RESTRICTION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA .....	- 39 -
8.39 BANK DETAILS .....	- 41 -

**Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

**9 BIDS (TECHNICAL & COMMERCIAL) AND BID EVALUATION METHODOLOGY ..... - 25 -**

**10 COMMERCIAL TERMS AND CONDITIONS ..... - 30 -**

10.1 CURRENCY ..... - 30 -

10.2 PRICE ..... - 30 -

10.3 PAYMENT TERMS..... - 30 -

10.4 PAYMENT IN CASE OF TERMINATION OF CONTRACT ..... - 30 -

**11 GENERAL TERMS AND CONDITIONS..... - 31 -**

**ANNEXURES..... - 36 -**

**ANNEXURE I ..... - 37 -**

**ANNEXURE II ..... - 39 -**

**ANNEXURE III ..... - 40 -**

**ANNEXURE IV ..... - 41 -**

**ANNEXURE V ..... - 42 -**

**ANNEXURE VI ..... - 45 -**

**ANNEXURE VII..... - 46 -**

**ANNEXURE VIII ..... - 49 -**

**ANNEXURE IX..... - 50 -**

**ANNEXURE X ..... - 51 -**

**ANNEXURE XI..... - 53 -**

**ANNEXURE XII ..... - 54 -**

**ANNEXURE XIII..... - 56 -**

**ANNEXURE XIV ..... - 56 -**

**ANNEXURE XV ..... - 56 -**

**ANNEXURE XVI..... - 56 -**

**ANNEXURE XVII ..... - 56 -**

2

## Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank

### 1. IMPORTANT BID DETAILS

Tentative Date of commencement of sale of Bidding/Tender/RFP Documents	11 <sup>th</sup> January, 2023
Pre-Bid meeting with Bidders	18 <sup>th</sup> January, 2023
Last date and time for receipt of Bidding Documents	3 <sup>rd</sup> February 2023, 05:00pm
Date and Time of Technical Bid Opening#	6 <sup>th</sup> February 2023, 12:00pm
Technical Presentation by the Bidders	Will be intimated later
Place of opening of Bids (Will be intimated to bidders over email if conducting through VC)	National Housing Bank, Resource Mobilization and Management Department Head Office Core 5-A, 3 <sup>rd</sup> Floor, India Habitat Centre, Lodhi Road, New Delhi - 110003
For more Information, please visit <a href="http://www.nhb.org.in">www.nhb.org.in</a>	

#### Note: -

- #Technical Bids will be opened in the presence of Bidders who choose to attend the meeting. The above schedule is subject to change. Notice of any changes will be provided through e-mail from designated contact personnel only or publishing on NHB's website. Further, please note that Commercial Bid opening Date, Time & Venue will be intimated to the technically qualified Bidders at a later date.
- All data/information, submitted vide documentary proofs/company records along this RFP, must be reported and will be treated as on date of publication of this RFP.

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

### **2. National Housing Bank:**

National Housing Bank (NHB), established under National Housing Bank Act, 1987 (“the Act”) is a statutory body under the Government of India.

- 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 authority derived under the Act.
  - To encourage augmentation of supply of buildable land for housing and to upgrade the housing stock in the country.
  - To encourage public agencies to emerge as facilitators and suppliers of serviced land, for housing.
- b. The head office of NHB is located at New Delhi and regional offices are located at Mumbai, New Delhi, Hyderabad, Bengaluru and Kolkata. It has representative offices located at Chennai, Ahmedabad, Lucknow, Guwahati and Bhopal.

### **3. Purpose:**

- National Housing Bank (NHB) (hereinafter referred to as the Bank) proposes to invite Request for Proposal (RFP) tenders from the eligible vendors to provide their services to undertake compliance related work of the Bank as described under scope of work. The invitation for RFP document is now being issued to enable vendors to submit their responses to the Bank.
- The purpose of this RFP is to select a vendor to provide their services for identification, verification, advisory, ensuring the compliances.
- The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of 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. Neither NHB nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither NHB nor any of its employees, agents,

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

contractors, or advisors has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

Subject to any law to the contrary, and to the maximum extent permitted by law, NHB and its officers, employees, contractors, agents, and advisors disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of NHB or any of its officers, employees, contractors, agents, or advisers.

### **4. Objective:**

To ensure timely submission of compliances pertaining to secured/unsecured, listed/unlisted Bonds/Debentures, Commercial Papers etc. and to advise the Bank on the extent of applicability and of interpretation of provisions of various Securities Laws and to inform about any new regulation applicable to the Bank.

### **5. Scope of Work:**

A. The broad scope of work includes identification, verification, advisory, ensuring the compliances under the following enactment, rules, regulations and guidelines:

1. The Securities Contract (Regulation) Act, 1956 and rules made thereunder
2. NHB Act & other Regulations
3. RBI Act/ Regulations
4. SEBI (Listing obligations and Disclosure Requirements) Regulations, 2015
5. SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021
6. SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018
7. SEBI (Prohibition of Insider Trading) Regulations, 2015
8. SEBI Operational Circular
9. SEBI (Disclosure and Investor protection)
10. SEBI Enhanced Guidelines
11. SEBI (Prohibition of Insider trading)
12. SEBI (Depository)
13. Secretarial Standards
14. Listing Agreements
15. Depository Act
16. FEMA Guidelines
17. Labor laws
18. Any other SEBI/RBI, Regulations, Guidelines, Operational Circulars/ Circulars/Disclosures and general orders issued by the SEBI/RBI from time to time.

**Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

- B. Issuance of Monthly, Quarterly, Half Yearly and Annual Compliance Certificates.
- C. Annual Secretarial Audit in accordance with the SEBI (LODR) Regulations, 2015.
- D. Annual Compliance Certificate in accordance with the SEBI (LODR) Regulations, 2015.
- E. Monitor and implement latest developments and amendment(s) notified by SEBI/Stock Exchange from time to time affecting the organization.

**The details of services to be provided by the firms are as under:**

1. Monthly, Quarterly, Yearly and Event-based compliances of SEBI (LODR) Regulations /any other Regulations/Disclosures/Guidelines/Circulars with BSE & NSE or any other agencies.
2. Reporting on the compliances with the SEBI (LODR) Regulations, 2015/Circulars/Directives/Guidelines etc.
3. Annual/Half Yearly/Quarterly/Monthly Compliance Certificates.
4. At least one visit in a week to NHB Office.
5. Advising the NHB on:
  - Matters related to Bonds/Debentures/CPs etc. issuance.
  - Matters related to the best practices of Corporate Governance/ Compliance management.
  - SEBI Rules, Regulations and Guidelines/Directions/Circulars related to securities/Debt Market/Money Market.
  - Matters related to IEPF, Board of Directors, interpretation of Reserve Bank of India (RBI) and SEBI Regulations/Circulars/Directions/Guidelines etc. without violating provisions of NHB Act.
6. Advise the Bank on the extent of applicability and of interpretation of provisions of various Securities Laws including SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 without violating any of the provision of the NHB Act.
7. Assisting the Bank in compliance with the provisions of Listing Regulations and Circulars /Directives/Guidelines instructions issued by SEBI / Stock Exchanges in the matter.
8. Advise the Bank on the extent of applicability and interpretation of provisions of various Rules/Regulations/Circular of RBI/SEBI or respective regulators.

**Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

9. Advising and assisting the Bank in devising a suitable compliance calendar and continuous updation thereof. Also providing compliance alerts to the Bank on an ongoing basis.
10. Advising and assisting the Bank as and when there is any change / amendment in Securities Market Laws, Rules, Regulations & Guidelines etc.
11. Weekly updates on various matters pertaining to latest guidelines, circulars, instructions, regulations, rules etc. of SEBI, RBI, MCA, Stock Exchanges etc. with specific actions to be taken by the Bank to comply with the provisions and that affects the Bank as a body corporate and as a listed entity.
12. To act as an advisor in case of further issue of securities to ensure compliance with SEBI / Stock Exchanges' requirements. Prepare / verify/update checklist for the same.
13. To vet and advise on various notices, disclosure documents, resolutions & applications required to be issued / submitted / executed in compliance with the regulatory requirements.
14. To draft or vet any letters or replies to be submitted to SEBI / Stock Exchange / RBI on any regulatory matters that requires expert views / comments.
15. To prepare and submit any advisory notes / analysis / interpretation of any regulatory / compliance matters for placing before the Top Management / Board level Committees.
16. To advise on the contents and disclosure requirements under Corporate Governance and compliance section of the Annual Report.
17. Assist and advise the Bank in framing suitable Policies and Code of Conduct as may be required under various SEBI Regulations/RBI.
18. Advising the Bank on the best practices on Board Meetings and other Sub-committee Meetings.
19. Assisting the Bank during the transition period for adoption of new Regulations / Guidelines issued by any Regulatory Authority.
20. Any other matter as may be required to be referred under any Capital/Money/Debt Market Regulations / Guidelines and /Corporate Governance.
21. Any other matter incidental or ancillary to the above-mentioned items.

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

22. To advise NHB on procurement of Compliance Software. Major functionalities of Compliance Management Software should be as under:

- a) Maintains a repository of regulatory instructions issued by RBI, SEBI, and other quasi regulatory bodies and disseminates regular notifications to the Bank, as and when published by these institutions, including tracking, following up the actions due and their completion.
- b) Creates an appropriately indexed repository of regulatory notifications relevant to the Bank.
- c) Manages ongoing correspondences with regulators, including special workflows to manage interface around Notices, RBI inspection indents, Penalty action, etc.
- d) Helps with reference to past correspondence and relevant notifications.
- e) Access relevant risk-related information including regulatory developments, regulatory actions, control gaps, and implementation status.
- f) Devises action plan for the implementation with an end-to-end and time-bound management of the findings emerging from various external and internal audits and testing including the regulatory inspection, regulatory compliance-oriented internal audit/concurrent audit findings that require close follow up and oversight from Compliance as well as the compliance testing/review findings.
- g) Self-attestation based on any control/risk/governance aspect that the Bank may want, whereby any and every confirmation / declaration / undertaking /certification can be sought, obtained, tracked, followed up, and maintained (as a virtual repository) on an ongoing basis.
- h) Process of querying compliance and receiving the required guidance / clarification /response, etc. by the Bank.
- i) The Regulatory Returns (reports) module helps entities to track all the regulatory reports with their due dates. It serves as a tracker and reminds Bank of the forthcoming reports that are due.

### **6. Deliverables:**

The deliverables are applicable as defined under scope of work and required to accomplish requirements laid down in this RFP and implementation of various services including but not limited to as defined in Commercial Bid/Technical Bid for this enablement.

### **7. Period of Contract:**

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

The contract will be valid for three years from the date of engagement. However, the performance under the contract will be reviewed annually at the end of each year during the period of contract by the Bank and accordingly, the contract will be renewed by issuance of fresh letter of award/work order for the subsequent year, subject to satisfactory performance review. If the performance is not found satisfactory, the Bank reserves the right to cancel the contract.

The date of engagement shall be the date of letter of award /work order (Starting Date) or such other date as may be fixed by NHB.

### **Note:**

This RFP is not exhaustive in describing the functions, activities, responsibilities, and services for which CS firm will be responsible of. 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.

## **8. Instructions to Bidders:**

### **8.1 General:**

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

## Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank

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

Sh. Subhash Regional Manager RMMD National Housing Bank Head Office Core 5 A, 3 <sup>rd</sup> Floor, India Habitat Centre, Lodhi road, New Delhi, 110003 Phone No: 011-39187174 Email: subhash@nhb.org.in	Sh. Raj Kumar Negi Manager RMMD National Housing Bank Head Office Core 5 A, 3 <sup>rd</sup> Floor, India Habitat Centre, Lodhi road, New Delhi, 110003 Phone No: 011-39187155 Email: rajkumar.negi@nhb.org.in
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- NHB may, in its absolute discretion, seek additional information or material from any Bidder/s even after the tender/RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- Bidders should provide details of their contact person, telephone, fax, e-mail and full address(s) to ensure that replies to RFP could be conveyed promptly.
- If NHB, in its absolute discretion, deems that the originator of any query will gain an advantage by any response to such query, then NHB reserves the right to communicate such response to all Bidders.
- Queries / Clarification if any, may be taken up with the contact person/s detailed above before the deadline for submission of Bids between 10:00 am to 06:00 pm on Monday to Friday, excluding public holidays.
- Bidder should not have been blacklisted/debarred from participation in the Bid process by any of the Govt. Departments/PSUs/RBI/ Banks/Financial Institutes in India/Regulatory Authorities.
- NHB will notify all short-listed Bidders in writing or by mail or by publishing in its website as soon as practicable about the outcome of their RFP. NHB is not obliged to provide any reasons for any such acceptance or rejection.
- NHB reserves the right to cancel the entire tendering process at any point of time prior to award of contract if deemed fit.

**8.2 Pre-Bid Meeting:**

For the purpose of clarification of doubts of the Bidders on issues related to this tender/RFP, NHB intends to hold a Pre-Bid meeting on the date and time as indicated in the RFP. The queries of all the Bidders, in writing, should reach by e-mail or by post on or before 16<sup>th</sup> January, 2023 by 14:00 Hours on the address as mentioned above. 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.

**8.3 Soft Copy of Tender/RFP Document:**

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

**8.4 Non-Transferability of Tender/RFP:**

This tender/RFP document is not transferable.

**8.5 Erasures or Alterations:**

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

**8.6 Amendment to the Bidding/Tender/RFP document:**

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

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

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

### **8.7 Language of Bid:**

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

### **8.8 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 (Separately in the envelop). **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.

### **8.9 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.

### **8.10 Documents Comprising the Bid (Please follow the instructions, if any, separately prescribed in the Formats):**

1. Bidder's information in the format as prescribed in **Annexure I**;
2. Bidder's Experience details in the format as prescribed in **Annexure II**;
3. Compliance Statement Declaration in the format as prescribed in **Annexure III**;
4. List of Deviations, if any, in the format as prescribed in **Annexure IV**;
5. Information on Minimum Eligibility in the format as prescribed in **Annexure V**;
6. **The Technical Proposal:** The Technical Bid should be submitted in the format as prescribed in **Annexure VII** along with the covering letter in the format as prescribed in **Annexure VI**. Documents comprising/to be submitted along with the Technical Proposal should be Annexure I, II, III, IV, V, X, XI, XII, XIII, XIV, XVIII, XIX.
7. **The Commercial Proposal:** The Commercial Bid should be submitted in the format as prescribed in **Annexure IX** along with the covering letter in the format as prescribed in **Annexure VIII**.
8. ECS Mandate in the format as prescribed in **Annexure X**;
9. Letter of Competency in the format as prescribed in **Annexure XI**;

## Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank

10. Curriculum Vitae (CV) of the Key Personnel (On site & Off-site expert) in the format in **Annexure XII**;
11. Escalation Matrix in the format in **Annexure XIII**;
12. Pre-Contract Integrity Pact (wherever applicable) in the format in **Annexure XIV** (*The Pre-Contract Integrity Pact should be submitted neatly typed in on Rs.100/- non-judicial stamp paper duly signed by the authorized signatory and the same will be signed on behalf of NHB subsequently. The date of execution should be the date as mentioned in the Technical Bid by the Bidder*)
13. Service Level Agreement is prescribed in **Annexure XV**;
14. Non-Disclosure Agreement in prescribed in **Annexure XVII**;
15. Certificate for Restriction on procurement from a Bidder of a country which shares a land border with India is prescribed in **Annexure XVIII**;

### 8.11 Bid Currency:

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

### 8.12 Earnest Money Deposit (EMD)

- (a) All the Bids must be accompanied by a refundable interest free security deposit of Rs. 10,000.00/- (Rs. Ten Thousand only), by way of Demand Draft/Pay order in favour of **National Housing Bank** along with the Bids.

The Accounts details are given below:

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

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

## Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank

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

### 8.13 Implementation schedule:

- The selected vendor will be required to report at the NHB Head Office for commencement of the services within 10 days of acceptance of work order.
- The Bidder shall be responsible for delivery of the services.

S.No	Event	Delivery Schedule (From date of acceptance of work order/letter of award)
1.	Kick off meeting	5 days
2.	Commencement of services	6 days or

Billing cycle will commence only after execution of SLA as per terms of the RFP.

### 8.14 Period of Validity of Bids:

- Prices and other terms offered by Bidders must be valid for an acceptance period of six month from the date of opening of commercial Bid.
- 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.

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

### **8.15 Format and Signing of Bids:**

Each Bid shall be submitted in two parts:

- **Part I:** consists of Minimum Eligibility Criteria, Technical Bid and Masked Commercial Bid [price Bids without any price]. The above contents will be referred to as “**Technical Proposal**”.
- **Part II:** covering only the Commercial Bid herein referred to as “**Commercial Proposal**”
- The Original Bids shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the Bids shall put their initials on all pages of the Bids, except for un-amended printed literature.

### **8.16 Sealing and Marking of Bids:**

- The non-window and sealed envelope containing both Part I and Part II as described in 8.16 super scribing “**Proposal for Engagement of Company Secretaries Firm for Compliance of National Housing Bank**” shall be addressed to NHB at the address given below:

Deputy General Manager  
Resource Mobilization & Management Department (RMMD)  
National Housing Bank  
Core 5A, 3<sup>rd</sup> Floor, India Habitat Centre  
Lodhi Road  
New Delhi - 110003

- All envelopes should indicate on the cover the name and address of Bidder along with contact number and email address.
- The Bidder shall seal the envelopes containing Technical and Commercial proposals separately.
- The envelope should be non-window and separately super scribed as “**Technical Proposal for Engagement of Company Secretaries Firm for Compliance of National Housing Bank**”, and “**Commercial Proposal for Engagement of Company Secretaries Firm for Compliance of National Housing Bank**”, as applicable.
- If the envelop is not sealed and marked, NHB will assume no responsibility for the Bid's misplacement or its premature opening.
- Bids not sealed properly shall not be considered and will stand rejected without recourse.

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

### **8.17 Deadline for submission of Bids:**

- The Bids must be received by NHB at the address specified, not later than the last date of Bid submission as indicated above.
- In the event of the specified date for the submission of Bids, being declared a holiday for NHB, the Bids will be received up to the appointed time on the next working day.
- NHB may, at its discretion, extend the deadline for submission of Bids by amending the Bid documents with intimation on NHB's website, in which case, all rights and obligations of NHB and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **8.18 Late Bids:**

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

### **8.19 Opening of Bids by NHB:**

- On the scheduled date and time, Bids will be opened by NHB Committee in presence of Bidder representatives who will attend the meeting on the specified date and time.
- **Place of Opening of Technical Bids:**

National Housing Bank  
Core 5A, 3<sup>rd</sup> Floor, India Habitat Centre  
Lodhi Road  
New Delhi - 110003

- The Bidder name at its discretion may consider appropriate will be announced at the time of Technical Bid opening.

### **8.20 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 (e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

### **8.21 Preliminary Examinations:**

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

- NHB will examine the Bids to determine whether they are complete, the documents have been properly signed; supporting papers/documents attached and the Bids are generally in order etc.
- NHB may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- The decision of NHB is final towards evaluation of the Bid documents.

### **8.22 Proposal Ownership:**

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

### **8.23 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.

The Proprietors / Senior Partners of the selected bidder /firm responsible for all the compliances Reporting/submission related to NHB in the periodic review thereof.

The selected bidder is required to keep himself updated as to all subsequent regulatory and other changes affecting these audit areas.

### **8.24 Price Composition & Variation:**

- The Bidder should clearly furnish the cost matrix strictly as per the structure, if any, provided in the **Annexure IX**. Any deviation may lead to Bid rejection. Also, no options should be quoted other than as per the Commercial Bid. Wherever options are given, the Bid is liable to be rejected.
- The commercial offer shall be on a fixed price basis. No price variation relating to cost of compliance (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.

**8.25 Timely availability of Support Services:**

The CS Firm should have proper and adequate support mechanism in place at New Delhi and Mumbai to provide all necessary support under this engagement.

**8.26 Manuals/Documents:**

The CS Firm shall provide complete technical and other required documentation/s for the services supplied during the period of contract. Further, CS Firm will submit samples/documents in the format desired by the Bank, based on which compliances are required by SEBI, RBI and other regulatory bodies.

**8.27 Modification and Withdrawal:**

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

**8.28 Revelation of Prices:**

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

**8.29 Terms and Conditions of the Bidding firms:**

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

**8.30 Local conditions:**

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

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

### **8.31 Contacting NHB or putting outside influence:**

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

### **8.32 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/assignment.

### **8.33 Banned or Delisted Bidder:**

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

### **8.34 Compliance with Laws:**

- (a) The 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 Bidder Firm 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

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

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 Bidder Firm

- (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 Bidder Firm under this contract.

### **8.35 Intellectual Property Rights:**

The Bidder warrants that in the event of its selection as the Company Secretariat Firm:

- (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, workflows, 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

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

processes duly supported by various requirements as envisaged in the RFP.

### **8.36 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, tender/Bid will be summarily rejected.
- b. In case such a statement is found at the contract stage, NHB may take at its discretion appropriate action as provided in the RFP for termination of the contract.

### **8.37 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 XVIII**. 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, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), 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:-

## Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank

- (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

## Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank

fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control ownership.

- d) An Agent is a person employed to do any act for another, or to preset another in dealings with third person.

### 9 Bids (Technical & Commercial) And Bid Evaluation Methodology:

#### i. Bid Evaluation Methodology

##### Introduction

- a. To meet the Bank's requirements, as spelt out in the RFP, the selected Bidder must have the requisite experience in providing services in the field of Compliances that would be required to successfully provide the services sought by the Bank, for the entire period of the contract. The evaluation process of the bids proposed to be adopted by the Bank is indicated below. The purpose of it is only to provide the Bidder an idea of the evaluation process that the Bank may adopt. The Bank reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation the Bank may seek specific clarifications from any or all the Bidders.
- b. **It may please be noted that the Bank reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RFP document.**
- c. The details of 'Minimum Eligibility Criteria', provided by the bidder in its response to this RFP, will be evaluated first, based on the criteria described in section. The technical and commercial responses to this RFP will be considered further only for those bidders who meet the **Minimum Eligibility Criteria**.
- ii. The technical and commercial response evaluation will be based on the criteria described in following section onwards.

##### a. Minimum Eligibility Criteria

S No	Criteria
1.	The Bidder should be a Company Secretary Firm, Partnership Firm/ Limited Liability Partnership Firm registered with ICSI, and having 5 years' experience at least 2 years' experience in undertaking compliances related to SEBI Regulations/Circular/Directives/Guidelines. Format - A may be filled.

## Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank

2.	During last five years (i.e., between 01.04.2017 to 31.03.2022) the Bidder should have carried out compliances of at least one Large Listed Entity/SCB/All India FI (including compliances currently being conducted). Format - B to be filled along with Annexed supporting documents.
3.	The Bidder should have minimum 3 Full time CS partners (as on date of commencement date of sale of RFP). Out of the 3 Partners, 1 Partner should be FCS. Format - C to be filled along with Annexed supporting documents.
4.	The Bidder should have its own office in Delhi NCR or Mumbai Metropolitan Region (MMR) with a branch in Delhi NCR. Format - D to be filled along with Declaration on the letterhead.
5.	The firm should never have been barred / blacklisted for breach of contract/fraud/corrupt practices/professional misconduct by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments/Statutory Authority / Regulator / ICFI/ICSI etc. Format - E to be filled along with Declaration on the letterhead.
6.	The Bidder should not be owned or controlled by any Director or Employee of National Housing Bank, both present and those who have retired in the last two Years, or by any of their Relatives. Further, the Bidder shall not engage any of the foregoing persons as partners, employees or contractors for any work whether connected with the "Assignment/ Job/ Engagement" nor shall they benefit directly or indirectly from the "Assignment/ Job/ Engagement" in any manner. Format - F to be filled along with Declaration on the letterhead.
7.	The Bidder or its subsidiary or sister concern should not have been engaged with National Housing Bank as Internal Company Secretary/Statutory Company Secretary/Tax Consultant/IndAS Consultant within last three years. (as on closing date of bid) Format - G to be filled along with Declaration on the letterhead.
8.	Average annual professional income of the firm during last three consecutive audited years i.e., 2019-20, 2020-21 & 2021-22 should be minimum ₹ 50 lakhs. Format - H to be filled along with Declaration on the letterhead.
9.	The firm should be subject to Peer Review as per norms of the ICSI.

**A. Bidder should submit documentary evidence (acceptable to the Bank) of the Information given in the related formats in respect of all above mentioned criteria while submitting the proposal. Proposal of bidder who do not fulfill the above criteria or who fail to submit documentary evidence to the satisfaction of the Bank would be rejected.**

**Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

**B. Bidders fulfilling the Minimum Eligibility Criteria will only be considered for further technical evaluation.**

- i. Technical bids received from the Bidder will be opened at the scheduled time in the presence of available bidders.
- ii. The Technical Bids who will obtain the Technical Score of 60 or more in part I (S.No. 1 to 7 in Table mentioned below) out of 100 marks are only eligible for the presentation.
  - b. The technical bid will be analyzed and evaluated, based on which the Technical Score (TS) shall be assigned to each bid. The mark distribution criteria of the Technical evaluation are as follows:

Mark Distributions (Maximum Points 100)

S.No	Parameters	Marks	Max Marks
1.	<b>Years of experience of the Company Secretaries (CS) firm since incorporation (minimum 5 years)</b>		10
	Above 5 years and up to 10 years	5	
	Above 10 years and up to 15 years	8	
	Above 15 years	10	
2.	<b>Years of experience of Partners, specifically in the field compliances under SEBI regulations/Circulars etc.</b>		10
	Up to 2 years	5	
	Above 2 years	10	
3.	<b>No. of All India Financial Institution served by the Firm</b>		10
	Currently serving 1 Financial Institution	5	
	Currently serving 2 Financial Institution	8	
	Currently serving more than 2 Financial Institution	10	
4.	<b>No. of Large-Listed Entities, served by the Firm. Provide details of the listed entities and nature of engagement.</b>		10
	Currently serving 5-10 Large-Listed Entities	5	
	Currently serving 11-15 Large-Listed Entities	8	
	Currently serving More than 15 Large-Listed Entities	10	

**Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

5.	<b>No. of Qualified Compliance Secretaries as employees (Minimum 3)</b>		10
	3 and up to 10	2	
	Above 10 and up to 20	4	
	Above 20 and up to 30	8	
	Above 30	10	
6.	<b>Average turnover of ₹ 50 lakhs during the last three financial years (2019-20, 2020-21, 2021-22)</b>		10
	0.5 Crs and up to 1 Crs	2	
	Above 1 Crs and up to 2 Crs	4	
	Above 2 Crs and up to 3 Crs	8	
	Above 3 Crs	10	
6(a)	<b>General Qualification of the off-site expert specifically for NHB**</b>		10
	Company Secretaries	5	
	Additional professional Qualification if any viz. ICWA/ MBA (Finance) etc.	10	
6(b)	<b>Years of experience of the off-site expert in the field of compliances under SEBI regulations</b>		10
	Up to 3 Years of experience	4	
	Above 3 years and up to 5 years	8	
	Above 5 years of experience	10	
7(a)	<b>General Qualification of the On-site expert (Minimum 1 visit per week to NHB) &amp;</b>		10
	Company Secretaries	5	
	Additional Professional Qualification if any viz. ICWA/ MBA (Finance) etc.	10	
7(b)	<b>Experience of the On-site expert in the field of compliances under SEBI regulations/circulars etc.</b>		10
	Up to 3 Years of experience	4	
	Above 3 years and up to 5 years	8	
	Above 5 years	10	
<b>Total Marks</b>			<b>100</b>

*\*\* Off-site expert is required to manage, update and comply the compliances of the Bank under SEBI Regulations/Circulars/Directions/Guidelines etc..*

*& On-site expert is required to visit NHB Office at least once a week.*

## Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank

- iii. Bidders have to provide certified copies of supporting documents against each criterion mentioned above, without which bid may be rejected.
- iv. The minimum qualification score for the Technical Bids would be 60 (cut-off marks) out of Total 100 marks.
- v. The highest technical score (Tm) will be assigned the maximum technical score of 100 points. Technical score of other technical bids will be computed relative to the highest evaluated bid as under:
- vi. Technical score (T)=100\*(Technical score of the bid / Highest technical score (Tm))

### iii. Commercial/Financial Bid

- i. Only firms successfully qualifying the requisite criteria of the Technical Bid process shall be considered eligible for the Commercial/Financial Bid Round. The evaluation of the Commercial/Financial Bids would be as follows:
- ii. The lowest bid shall be assigned the maximum Financial Score of 100 points.
- iii. The Financial Scores of the other Commercial/Financial Bids will be computed relative to the lowest evaluated Commercial/Financial Bid.
- iv. The Financial Score computing methodology is as follows:

- Financial Score (Bid under consideration) = 
$$\frac{100 \times \text{Price of the lowest bid}}{\text{Price of the bid under consideration}}$$

### v. Final Processing

- Proposals would be ranked according to their Final Score arrived at by combining Technical and Financial Scores as follows:

$$\text{Final Score} = \text{Technical Score} \times T + \text{Financial Score} \times F$$

(T - Weightage given to the Technical Bid, F - Weightage given to the Commercial/Financial Bid, T + F = 1)

Weightage for the bids are as follows:

Technical Bid ( T )	70%
Commercial /Financial Bid ( F )	30%
Total Weightage	100%

The firm achieving the highest combined Technical and Financial Score will be invited for negotiations.

The Bank reserves the right to revise the evaluation criteria, methodology, distribution points and weightage, if it finds it necessary.

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

### **10 Commercial Terms and Conditions:**

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

#### **10.1 Currency:**

The Bidder is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR may not be considered.

#### **10.2 Price:**

- a) The Price quoted by the Bidder should include all type of costs.
- b) The price should be valid and firm for full contract period of 3 years.
- c) The price should be inclusive of all taxes (except GST), duties, levies charges, transportation, insurance, as per Commercial Bid.
- d) The price quoted by the Bidder shall remain firm during the Bidder's performance of the contract i.e., for a period of 3 years which may be extended, if required, by NHB.
- e) Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- f) Based on the contracted rates, NHB at its discretion may place repeat order/s annually after performance review of the previous year/assignment.
- g) For any future requirement, order will be placed at the contracted man-day rate as mentioned in the Commercial Proposal & as per applicable terms of this RFP. Failure in accepting the order will attract terms of penalty & termination of this RFP, at discretion of NHB.

#### **10.3 Payment Terms:**

Any payment will be released only after post-signing of SLA and NDA as per the following payment terms.

The Service Provider's shall be paid on a monthly basis based on invoices raised by the Service Provider after completion of the Compliances and submission of the relevant certificates/documents to the Bank and subject to meeting the deliverables detailed in RFP.

#### **10.4 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 period services have been delivered, after deducting applicable penalty and TDS/other applicable taxes.

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

### **11 General Terms and Conditions:**

- 11.1** The Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures. Failure to furnish all information required in the RFP documents, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information as part of response to this RFP Document may result in rejection of the proposal.
- 11.2** All such amendments made by NHB to the RFP shall become part and parcel of the RFP and same will be notified on NHB's website. The Bidders are required to have a watch on NHB's website for any such amendment.
- 11.3** Bidders must take into consideration each and every line of this RFP document while preparing technical and commercial proposal for the project. Bidders are requested to get any issue clarified by NHB before submitting the responses/Bids. The Bids submitted should be complete in all respect meeting all deliverables under the project. It will be the sole responsibility of the successful Bidder to deliver each and everything as per the scope of the work during the contracted period. NHB will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right perspective.
- 11.4** NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.
- 11.5** NHB shall be under no obligation to accept the lowest or any other offer/Bid received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. NHB reserves the right to make any changes in the terms and conditions of contract. NHB will not be obliged to meet and have discussions with any Bidder, and or to consider any representations. NHB reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of NHB in this regard is final and no further correspondence in this regard will be entertained.
- 11.6** Although service window has been defined as 10.00 am to 6.00 pm, the selected Bidder must provide services beyond the above time in case of urgent requirement of NHB without any extra cost.
- 11.7** On faithful and satisfactory execution of assignments under the contract in all respects, the PBG of the successful Bidder will be released by NHB, if not forfeited due to any reason as provided herein, after a period of 100 days after completion/execution of the assignments/contract.

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

- 11.8** Bidder must deploy manpower having requisite qualification, experience, skill-set etc. for the project/contract.
- 11.9** 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.
- 11.10** The scope of the proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this RFP, on end-to-end solution basis.
- 11.11** The Commercial and Technical Bids will have to be signed on all pages of the Bid by the authorized signatory. Unsigned Bids would be treated as incomplete and would be rejected.
- 11.12** By submitting proposal/bid, the Bidder agrees to promptly execute contract with NHB for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract/service level agreement with NHB, will relieve NHB of any obligation to the Bidder, and a different Bidder may be selected.
- 11.13** Time and quality of the service are the essence of this agreement/contract. Failure to adhere to the same will be considered as breach of the terms and conditions of the contract.

### **11.14 Penalty:**

In case any fine/penalty is levied on the Bank due to non-compliance of any of the aforesaid regulations. The then appointed CS shall be held responsible.

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

- a) If, for any reason beyond the reasonable control of the CS firm, it becomes necessary to replace any of the Key Personnel (personnel according to NHB engaged for key assignments under the contract by the CS firm), the CS firm shall forthwith provide as a replacement a person of equivalent or better qualifications and skills. In case of a critical vacancy, the CS firm shall provide a temporary resource for not more than 2 months.
- b) If NHB finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the CS firm shall, at NHB's written request specifying the grounds, therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to NHB.
- c) For any of the Personnel provided as a replacement under Clauses (i) and (ii) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the CS firm may wish

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

to claim as a result of such replacement, shall be subject to the prior written approval by NHB. Except as NHB may otherwise agree, (i) the CS firm shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

### **11.15 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 7 working 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.

### **11.16 Definitive Agreement:**

The successful Bidder will sign service level agreement (SLA) substantially in the format as provided in **Annexure XV** and the Confidentiality cum Non-Disclosure Agreement (NDA) in **Annexure XVI** 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.

### **11.17 Taxes:**

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

### **11.18 Liquidated Damages:**

If the CS firm 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 from the applicable payments consolidated on monthly basis.

### **11.19 Use of Contract Documents and Information:**

The Bidder 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.

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

### **11.20 Assignment:**

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

### **11.21 Duration of Contract:**

The contract will be valid for three years from the date of implementation of project and the Bank will enter into a service level agreement with successful Bidder for the said period. However, the performance under the contract will be reviewed annually at the end of each year during the period of contract by the Bank and accordingly, the contract will be renewed by issuance of fresh letter of award/work order for the subsequent year, subject to satisfactory performance review. If the performance is not found satisfactory, the Bank reserves the right to cancel the contract.

The date of implementation of project shall be the date of letter of award / work order (Starting Date) or such other date as may be fixed by NHB.

### **11.22 Pre-Contract Integrity Pact Clause:**

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

In this regard, NHB has appointed Shri Hare Krushna Dash, IAS (Retd.), House No. 829, Sector 8, Gandhinagar - 382007, Gujarat, and Shri Lov Verma (Retd.), K-41, Fourth Floor, Louisville II, New Delhi - 110049, 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) Liability for damages to the principal and the competing Bidders; and
- (iii) Debarment of the violator by NHB for an appropriate period of time.
- (iv) EMD / Bid Security Declaration shall be put into effect at the discretion of the Bank and also the rejection / Blacklisting of the bidder.

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



# **Annexures**

**Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

**Annexure - I**

**Bidder Information**

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

S. No.	Information	Particulars / Response
1.	Company/Firm Name	
2.	Date of Incorporation	
3.	Type of Company/ Firm [Govt/PSU/Pub. Ltd / Pvt. Ltd/partnership/proprietary/LLP]	
4.	Registration No. and date of registration. <b>Registration Certificate to be enclosed</b>	
5.	Address of Registered Office with contact numbers [phone / fax]	
6.	PAN No	
7.	<b>Contact Details of Bidder authorized to make commitments to NHB</b>	
8.	Name	
9.	Designation	
10.	FAX No	
11.	Mail ID	
12.	Company /Firm Head Office and Addresses Contact Person(s) Phone Fax E-mail Website	
13.	Provide the range of services /options offered by you covering service description and different schemes available for: o Implementation of online reporting Solution	Yes / No / Comments (if option is 'No')
14.	Any pending or past litigation (within three years)? If yes, please give details Also mention the details of claims and complaints received in the last three years (About the Company/Firm/ Services provided by the company/Firm).	Yes/No/Comments (if option is 'Yes') (If option is 'Yes' Bidder may Not be considered)

**Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

15.	Please mention turnover and Net Profit/Loss for last three years and include the copies of Balance Sheet in support of it.	Year	Turnover	Net Profit/Loss(-)
		2019-20		
		2020-21		
		2021-22		

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

**Authorized Signatories**

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

**Date:**

Bidder Experience Details

1.	Bidder's experience in the Compliance field of _____ (in years)	
	a) Experience in India	
	b) Global experience	
2.	Details of minimum one service/supply contracts on _____ executed with Public Sector Banks/FIs/Ministry of India.	
3.	No. of qualified personnel employed	
4.	Number of operating offices in India and details of offices	
5.	Number and details of Operating Office in NCR.	

Authorized Signatories

(Name & Designation, seal of the company / firm)

Date:

**COMPLIANCE STATEMENT DECLARATION**

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

**Authorized Signatories**

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

**Date:**

**LIST OF DEVIATIONS**

We certify that the services offered by us for tender 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/ firm)**  
**Date:**

**Minimum Eligibility**

<b>S No</b>	<b>Criteria</b>
1.	The Bidder should be a Company Secretary Firm, Partnership Firm/ Limited Liability Partnership Firm registered with ICSI, and having 5 years' experience at least 2 years' experience in undertaking compliances related to SEBI Regulations/Circular/Directives/Guidelines. Format - A may be filled.
2.	During last five years (i.e. between 01.04.2017 to 31.03.2022) the Bidder should have carried out compliances of at least one Large Listed Entity/SCB/All India FI (including compliances currently being conducted). Format - B to be filled along with Annexed supporting documents.
3.	The Bidder should have minimum 3 Full time CS partners (as on date of commencement date of sale of RFP). Out of the 3 Partners, 1 Partner should be FCS. Format - C to be filled along with Annexed supporting documents.
4.	The Bidder should have its own office in Delhi NCR or Mumbai Metropolitan Region (MMR) with a branch in Delhi NCR. Format - D to be filled along with Declaration on the letterhead.
5.	The firm should never have been barred / blacklisted for breach of contract/fraud/corrupt practices/professional misconduct by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments/Statutory Authority / Regulator / ICFI/ICSI etc. Format - E to be filled along with Declaration on the letterhead.
6.	The Bidder should not be owned or controlled by any Director or Employee of National Housing Bank, both present and those who have retired in the last two Years, or by any of their Relatives. Further, the Bidder shall not engage any of the foregoing persons as partners, employees or contractors for any work whether connected with the "Assignment/ Job/ Engagement" nor shall they benefit directly or indirectly from the "Assignment/ Job/ Engagement" in any manner. Format - F to be filled along with Declaration on the letterhead.
7.	The Bidder or its subsidiary or sister concern should not have been engaged with National Housing Bank as Internal Company Secretary/Statutory Company Secretary/Tax Consultant/IndAS Consultant within last three years. (as on closing date of bid) Format - G to be filled along with Declaration on the letterhead.
8.	Average annual professional income of the firm during last three consecutive audited years i.e., 2019-20, 2020-21 & 2021-22 should be minimum ₹ 50 lakhs. Format

**Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

	H to be filled along with Declaration on the letterhead.
9.	The firm should be subject to Peer Review as per norms of the ICSI.

**Format A :**

Name of the firm	Category (Partnership, LLP etc.)	ICSI Registration date	Reference document with reference number

**Format B :**

Name of the Bank	Category (LLE/SCB/AIFI)	Period of Compliances	Order Value	Reference document with reference number

**Format C:**

Name of Partner	CS Membership No.	Date of association with the firm	Reference document with reference number

**Format D:**

Location	Office Address	Name of the Partner associated with the office	Reference document with reference number
Delhi NCR			
Mumbai MMR			

**Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

**Format E:**

Has the bidder been black listed/ debarred by any Government Financial Institutions /Banks/ RBI/ ICAI/ IBA / Government / Semi Government Departments/ PSUs / Regulatory Authorities etc.	Yes/No
If yes , Name of the entity who has black listed	
Reason there of	

**Format F :**

Is Bidder owned or controlled by any Director or Employee of National Housing Bank, both present and those who have retired in the last two Years, or by any of their Relatives.	Yes/No
If yes , Details of so	

**Format G:**

Have The Bidder or its subsidiary or sister have been engaged with National Housing Bank as Consultant or Company Secretary with in last three year.	Yes/No
If yes , Details of so	

**Format H :**

Year	Turn Over	Reference document

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

**Date:**

**Technical Bid Covering Letter**

Date :

To  
The \_\_\_\_\_  
National Housing Bank,  
Resources Mobilization & Management Department  
Head Office  
Core 5-A, 3<sup>rd</sup> Floor, India Habitat Centre, Lodhi Road,  
New Delhi - 110003

Dear Sir/Madam ,

**Technical Bid -Compliance Services**

We, the undersigned, offer to provide services for the above-mentioned assignment in accordance with your RFP document [Insert RFP Number] dated [Insert Date]. We are hereby submitting our Proposal, which includes Minimum Eligibility Criteria, this Technical Proposal and a Commercial Proposal. The minimum eligibility criteria and Technical Proposal are put in one envelope and the Commercial Proposal in a separate envelope.

We also enclose masked Commercial Bid.

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

Dated at \_\_\_\_\_ / \_\_\_\_\_ day of \_\_\_\_\_ 2023

Yours faithfully,

**For**

**Signature**

**Name:**

**Address:**

**(Authorised Signatory)**

Technical Bid Format

Bidder response to the Technical Bid of this RFP document must be provided as detailed in chapter 8. 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 below mentioned under Table 1:\_\_\_\_\_
2. List of deviations (as per Annexure -IV )
3. Technical Bid Covering Letter (as per Annexure -VI)
4. Others as described above

**Note:** Bidder must submit softcopy of complete technical Bid inside the sealed envelope meant for 'Technical Proposal'.

**Table 1 :**

S.No	Parameters	Marks	Max Marks
1.	<b>Years of experience of the Company Secretaries (CS) firm since incorporation (minimum 5 years)</b>		10
	Above 5 years and up to 10 years	5	
	Above 10 years and up to 15 years	8	
	Above 15 years	10	
2.	<b>Years of experience of Partners, specifically in the field compliances under SEBI regulations/Circulars etc.</b>		10
	Up to 2 years	5	
	Above 2 years	10	
3.	<b>No. of All India Financial Institution served by the Firm</b>		10
	Currently serving 1 Financial Institution	5	
	Currently serving 2 Financial Institution	8	
	Currently serving more than 2 Financial Institution	10	
4.	<b>No. of Large-Listed Entities, served by the Firm. Provide details of the listed entities and nature of engagement.</b>		
	Currently serving 5-10 Large-Listed Entities	5	
	Currently serving 11-15 Large-Listed Entities	8	

**Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

	Currently serving More than 15 Large-Listed Entities	10	10
5.	<b>No. of Qualified Compliance Secretaries as employees (Minimum 3)</b>		10
	3 and up to 10	2	
	Above 10 and up to 20	4	
	Above 20 and up to 30	8	
	Above 30	10	
6.	<b>Average turnover of ₹ 50 lakhs during the last three financial years (2019-20, 2020-21, 2021-22)</b>		10
	0.5 Crs and up to 1 Crs	2	
	Above 1 Crs and up to 2 Crs	4	
	Above 2 Crs and up to 3 Crs	8	
	Above 3 Crs	10	
7a)	<b>General Qualification of the off-site expert specifically for NHB**</b>		10
	Company Secretaries	5	
	Additional professional Qualification if any viz. ICWA/ MBA (Finance) etc.	10	
7(b)	<b>Years of experience of the off-site expert in the field of compliances under SEBI regulations</b>		10
	Up to 3 Years of experience	4	
	Above 3 years and up to 5 years	8	
	Above 5 years of experience	10	
8(a)	<b>General Qualification of the On-site expert (Minimum 1 visit per week to NHB) &amp;</b>		10
	Company Secretaries	5	
	Additional Professional Qualification if any viz. ICWA/ MBA (Finance) etc.	10	
8(b)	<b>Experience of the On-site expert in the field of compliances under SEBI regulations/circulars etc.</b>		10
	Up to 3 Years of experience	4	
	Above 3 years and up to 5 years	8	
	Above 5 years	10	
	<b>Total Marks</b>		<b>100</b>

\*\* Off-site expert is required to manage, update and comply the compliances of the Bank under SEBI Regulations/Circulars/Directions/Guidelines etc.

& On-site expert is required to visit NHB Office at least once a week.

**\*CS firm officials, who will undertake NHB's work.**

**Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

**Format A:**

Name of the Bidder	Establishment date of the firm*	Reference document with referencing number
If Name/ category of the bidder and Established firm is not same then event chain along with supporting document must be given.		

**Format B:**

Name of the Firm	Professional Staff (excluding typists, stenographers, computer operators, secretary/ies and subordinate staff etc.)	Reference document with referencing number

**Format C:**

Name of the Bank	Category(LLE/SCB/AIFI) along with investment size as on March 31, 2022	Period of Compliances	Order Value	Reference document with referencing number

**Format D:**

Name of Partner	CS Membership No	Date of association with the firm.	Reference document with referencing number

**Format E:**

Year	Average revenue professional income	Reference document with referencing number

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

**Date:**

**Commercial Bid Covering Letter**

The \_\_\_\_\_  
National Housing Bank,  
Resource Mobilization & Management Department  
Head Office  
Core 5-A, 3<sup>rd</sup> Floor, India Habitat Centre, Lodhi Road,  
New Delhi - 110003

Dear Sir,

**Commercial Bid -Compliance Services**

We, the undersigned, offer to provide services for the above-mentioned project/assignment, in accordance with your Request for Proposal [\_\_\_\_\_Insert RFP Number] dated [\_\_\_\_\_], and our Proposals (Technical and Commercial Proposals). The Total fee is inclusive of all taxes (except GST), duties, charges and levies (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:

**Commercial Bid Format**

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

<b>S. No.</b>	<b>Services</b>	<b>Price in (INR)</b>
1.	Monthly Charges towards Compliance Services as defined in scope of work*: X	C

**\* Including mandatory manpower sought under Scope of work.**

Price to be considered for Commercial evaluation C.

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.
- 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, charges and other levies. And all the rates must be quoted in INR.
- In case of shifting of DC /DR site the installation rate quoted under future requirement category will be taken for placing order during the period of next 5 years.
- Bidder must submit softcopy of complete commercial Bid inside the sealed envelope meant for 'Commercial Proposal'.
- 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.

**Authorized Signatories**

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

**Date:**

[To be submitted along with Technical Bid]

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

**1. Name of the Bidder** \_\_\_\_\_

**2. Address of the Bidder** \_\_\_\_\_

City: \_\_\_\_\_ Pin Code: \_\_\_\_\_

E-mail id: \_\_\_\_\_

Phone /Mobile No. \_\_\_\_\_

Permanent Account Number (PAN) \_\_\_\_\_

GST Registration No. \_\_\_\_\_

TIN No. \_\_\_\_\_

**3. Particulars of Bank Account**

A. Name of Account same as in the Bank: \_\_\_\_\_

B. Name of the Bank: \_\_\_\_\_

C. Name of the Branch: \_\_\_\_\_

D. Address of the Branch with Tel No. \_\_\_\_\_

E. Account No. (appearing in Cheque book): \_\_\_\_\_

F. Account Type (SB, Current, etc.): \_\_\_\_\_

G. MICR No. \_\_\_\_\_

H. IFSC Code of the Bank Branch: \_\_\_\_\_

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

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

I also agree that without prejudice to the generality of the foregoing, in the event National Housing Bank is not able to carry out the ECS instructions given by me, National Housing Bank may make such arrangements for payment as deemed appropriate by it, for effecting the transaction.

**Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

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

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**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/firm)**

**Date:**

**Curriculum Vitae (CV) of Key Personnel (Onsite and Offsite Personal)**

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

Format

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

2) Resource Name:

3) Nationality:

4) Date of Birth

5) Educational Qualifications:

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

6) **Certifications and Trainings attended:**

7) No. of years" of experience

**Total No. of years with the firm**

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

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

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

**Membership of Professional Associations:**

10) **Employment Record** [Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From (Year):                      To    (Year):

**Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

Positions held:

<b>Detailed Tasks Assigned</b>	<b>Relevant Work Undertaken that Best Illustrates the experience as required for the Role (provide maximum of 6 citations of 10 lines each)</b> (Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 14 and as required for the role as listed in „List of the key professional positions whose CV and experience would be evaluated“)  Name of assignment or project: Year: Location: Purchaser: Main project features: Positions held: Value of Project (approximate value or range value): _____ Activities performed:
--------------------------------	---

**11) Certification:**

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

Date:

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

Full name of Authorized Representative:

**Escalation Matrix**

We declare that we will adhere to following Escalation matrix during our service contract period with NHB:

Levels	Name of the Concerned person, Designation and Contact Details
Level 1 Escalation	
Level 2 Escalation	
Level 3 Escalation	

**Authorized Signatories**

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

**Date:**

**Pre Contract Integrity Pact**

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

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

**AND**

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

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

**WHEREAS** NHB proposes to procure \_\_\_\_\_ (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/ LLP/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.

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

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

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

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

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

- 3.1** Compliance of the Instructions of GOI/Guidelines of CVC/Others: The Bidder undertakes that in case of its selection as the successful Bidder, it shall perform its duties under the Contract in strict compliance of the relevant and extant instructions of Government of India, GFR issued by Ministry of Finance, Guidelines of CVC and provisions of the Procurement Manual/relevant instructions of NHB, as applicable to the subject matter.
- 3.2** The Bidder represents that it has the expertise to undertake the assignment/contract and also has the capability to deliver efficient and effective advice/services to NHB under the contract in terms of the RFP.
- 3.3** The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - (a) The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other

## Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank

advantage, commission, fees, brokerage or inducement to any official of NHB, connected directly or indirectly with the Bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the Bidding, evaluation, contracting and implementation of the contract.

- (b) The Bidder has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NHB or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- (c)\* The Bidder shall disclose the name and address of its agents and representatives including its foreign principals or associates.
- (d)\* The Bidder shall disclose the payments to be made by it to agents/brokers or any other intermediary, in connection with this Bid/contract.
- (e)\* The Bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to NHB or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect or any such intercession, facilitation or recommendation.
- (f) The Bidder, either while presenting the Bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of NHB or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- (g) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- (h) The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- (i) The Bidder shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by NHB as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- (j) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (k) The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

## Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank

- (l) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly is a relative of any of the officers of NHB or alternatively, if any relative of an officer of NHB has financial interest/stake in the Bidders firm, the same shall be disclosed by the Bidder at the time of filing of tender.  
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
  - (m) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of NHB.
  - (n) The Bidders shall disclose any transgressions with any other company that may impinge on the anti-corruption principle.
  - (o) The Bidder has not entered into any undisclosed agreement or understanding with other Bidders with respect of prices, specifications, certifications, subsidiary contracts, etc.
- 3.4 The Bidder undertakes and affirms that it shall take all measures necessary to prevent any possible conflict of interest and in particular commit itself to the following:
- (a) The Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of NHB, while rendering any advice or service.
  - (b) The Bidder shall act/perform, at all times, in the interest of NHB and render any advice/service with highest standard of professional integrity.
  - (c) The Bidder undertakes that in case of its selection as the successful Bidder, it shall provide professional, objective, and impartial advice and at all times and shall hold NHB's interests paramount, without any consideration for future work, and that in providing advice it shall avoid conflicts with other assignments and its own interests.
  - (d) The Bidder declares/affirms that it has not been hired by NHB for any assignment that would be in conflict with its prior or current obligations to other employers/buyers, or that may place it in a position of being unable to carry out the assignment/contract in the best interest of NHB. Without limitation on the generality of the foregoing, the Bidder further declares/affirms as set forth below:
    - (i) **Conflict between consulting activities and procurement of goods, works or non-consulting services (i.e. services other than consulting services)** - The Bidder has not been engaged by NHB to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the Bidder. The Bidder is fully aware that it shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Further, the Bidder is also aware of the fact that in case it has been hired to provide consulting services for the preparation or

## Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank

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.

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

**4.2** The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason.

### **5. Accountability**

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

**5.2** The Bidder shall be accountable in case of improper discharge of contractual obligations and/or any deviant conduct by the Bidder.

### **6. Personal Liability**

The Bidder understands that in case of its selection as the successful Bidder, the Bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. The Bidder shall be liable to NHB for any violation of this Integrity Pact as per the applicable law, besides being liable to NHB as may be provided under the service level agreement/contract to be executed.

### **7. Transparency and Competitiveness**

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

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

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

### **9. Sanctions for Violations**

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

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

- (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 / (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 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.
  - (vi) 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.
  - (vii) 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.
  - (viii) 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.
- 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

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

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.

### **12. Independent External Monitors:**

- 12.1** NHB has appointed Shri Hare Krushna Dash (hkdash184@hotmail.com) and Shri Lov Verma (lov\_56@yahoo.com) as independent external monitors (hereinafter referred to as "the Monitors") for this Integrity Pact in consultation with the Central Vigilance Commission.
- 12.2** The task of the Monitors shall be to review independently and objectively whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- 12.3** The Monitors shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.
- 12.4** Both the Parties accept that the Monitors have the right to access all the documents relating to the project procurement including minutes of meeting.
- 12.5** As soon as the Monitor notices, or has reason to believe a violation of this Integrity Pact, he will so inform the Authority designated by NHB.
- 12.6** The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of NHB including that provided by the Bidder. The Bidder will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents (s) of the Bidder/sub-contractor with confidentiality.
- 12.7** NHB will provide to the Monitor sufficient information about all meetings among the Parties related to the project provided such meeting could have an impact on the contractual relations between the Parties. The Parties will offer to the Monitor the option to participate in such meeting.

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

**13. Facilitation of Investigation:**

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

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

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

**15. Other Legal Action:**

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

**16. Validity:**

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

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

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

**Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

**For National Housing Bank**

**(Authorised Signatory)**

**Place:**

**Date:**

**Witness**

1. \_\_\_\_\_

\_\_\_\_\_  
**(Name & Address)**

2. \_\_\_\_\_

\_\_\_\_\_  
**(Name & Address)**

**For Bidder**

**(Authorised Signatory)**

**Place:**

**Date:**

**Witness**

1. \_\_\_\_\_

\_\_\_\_\_  
**(Name & Address)**

2. \_\_\_\_\_

\_\_\_\_\_  
**(Name & Address)**

**(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 \_\_\_\_\_, 2023, by and between,

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

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

(Hereinafter NHB and the **Company Secretary Firm** are collectively referred to as "the Parties" and individually as "the Party")

WHEREAS

- (A) NHB intends to hire the **Company Secretary Firm** 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 **Company Secretary Firm** 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 **Company Secretary Firm**.
- (C) The **Company Secretary Firm** 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 **Company Secretary Firm** have agreed to enter into this Agreement in the manner hereinafter appearing:

NOW THEREFORE the Parties hereby agree as follows:

## Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" or "this Contract" means and shall construe this Agreement;
- (d) "Deliverables" means and includes the major deliverables as specified in Clause \_\_\_\_\_ of the RFP.
- (d) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- (e) "Personnel" means persons hired/to be hired by the **Company Secretary Firm** 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 **Company Secretary Firm** as described/set out in Clause \_\_\_\_\_ of the RFP.
- (h) "Third Party" means any person or entity other than NHB and the **Company Secretary Firm**.

#### 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;

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

- 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 **Company Secretary Firm**.

### **1.3 Purpose**

- 1.3.1 It is hereby agreed that the **Company Secretary Firm** 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 **Company Secretary Firm** 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**

This Contract is valid for a period of \_\_\_\_\_ years with effect from \_\_\_\_\_ (“**Term**”) and the entire assignment as detailed in the Scope of Work under this Contract shall be completed by the **Company Secretary Firm** within the Term, unless the period is extended in accordance with this Agreement. However, the performance under this Contract will be reviewed annually at the end of each year during the Term by the Bank and accordingly, the Contract will be renewed by issuing fresh letter of award/work order for the subsequent year, subject to satisfactory performance review. If the performance is not found satisfactory, the Bank reserves the right to terminate the Contract as provided hereinunder.

### **1.3.4 Contract Price**

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

## Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank

### 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 **Company Secretary Firm**. The **Company Secretary Firm**, subject to this Agreement, has complete charge of personnel to be engaged by the **Company Secretary Firm** 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 or facsimile to such Party at the following address:

**For NHB:**

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

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

**For the Company Secretary:**

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

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

- 1.7.2 Notice will be deemed to be effective as follows

- (a) In the case of personal delivery or registered mail, on delivery;
- (b) In case of telegrams, ninety six (96) hours following confirmed transmission; and
- (c) 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

**Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

such change pursuant to this Clause.

**1.8 Location**

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

**1.9 Authority of Company Secretary Firm**

The **Company Secretary Firm** hereby authorize \_\_\_\_\_ to act on their behalf in exercising the entire **Company Secretary Firm'** 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 **Company Secretary Firm** and their personnel shall pay the taxes (excluding GST), 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 **Company Secretary**

**2.0 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 **Company Secretary Firm** i.e. w.e.f. ....

**2.2 Commencement of Services**

The **Company Secretary Firm** 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

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

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.

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

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

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

### **2.6.4 Extension of Time**

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

### **2.6.5 Consultation**

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

### **2.7 Suspension**

NHB may, by written notice of suspension to the **Company Secretary**, suspend all payments to the **Company Secretary** hereunder if NHB is not satisfied with the performance of the **Company Secretary** or if the **Company Secretary** 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 **Company Secretary** to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the **Company Secretary** of such notice of suspension.

### **2.8 Termination**

#### **2.8.1 By NHB**

NHB may by not less than fifteen (15) calendar days written notice of termination to the

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

**Company Secretary Firm**, (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 **Company Secretary Firm** 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 **Company Secretary Firm** 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 **Company Secretary Firm** fails to comply with any final decision reached/award passed as a result of arbitration proceedings pursuant to Clause-8 hereof;
- (d) If the **Company Secretary Firm** submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the **Company Secretary Firm** knows to be false;
- (e) If, as a result of Force Majeure, the **Company Secretary Firm** 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 **Company Secretary Firm** either in the Bid Documents or in the subsequent correspondences are found to be false and/or the **Company Secretary Firm** /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,

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

- (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 **Company Secretary Firm** 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.

## **3.0 Obligations of The Company Secretary Firm**

### **3.1 Standard of Performance**

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

### **3.3 Conflict of Interest**

The **Company Secretary Firm** 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 Company Secretary Firm Not to Benefit from Commissions/Discounts etc.**

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

**3.5 Company Secretary and Affiliates not to be otherwise interested in/benefited from the Project**

The **Company Secretary Firm** agrees that, during the term of this Contract and after its termination, the **Company Secretary Firm** 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 **Company Secretary** 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 **Company Secretary Firm** 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 **Company Secretary Firm** 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 **Company Secretary Firm** and NHB, if required.

**3.8 Insurance to be taken out by the Company Secretary**

The **Company Secretary Firm** 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

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

or damage to any property arising out of, or in connection with, the services which result from the fault of the Consultant or their staff on the assignment

### **3.9 Liability of the Company Secretary**

The **Company Secretary Firm** 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 **Company Secretary Firm** in such performance, subject to the following limitations:

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

### **3.10 Indemnification of NHB by the Company Secretary Firm**

The **Company Secretary Firm** 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 **Company Secretary** or its personnel; and/or (ii) any negligence or gross misconduct attributable to the **Company Secretary Firm** or its personnel; and/or (iii) any claim made by employees who are deployed by the **Company Secretary Firm** 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 **Company Secretary Firm** 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 **Company Secretary Firm** 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 **Company Secretary Firm** liability in case of claims against NHB resulting from

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the **Company Secretary Firm** shall be actual and unlimited.

- (iii) Under no circumstances, NHB shall be liable to the **Company Secretary Firm** for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages.

### **3.12 Company Secretary Actions Requiring Owner's Prior Approval**

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

### **3.13 Reporting Obligations**

The **Company Secretary Firm** 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 Company Secretary Firm to be the Property of NHB:**

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

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

The **Company Secretary Firm** shall strictly comply with all applicable labour laws and

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

such other laws in relation to the services to be provided and the personnel engaged by the **Company Secretary Firm** 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 **Company Secretary Firm**.

The **Company Secretary Firm** 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 **Company Secretary Firm** under this Agreement. The **Company Secretary Firm** 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 **Company Secretary Firm** 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 **Company Secretary Firm**.

### **3.16 Non-Compete**

The **Company Secretary Firm** 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 **Company Secretary Firm** will inform NHB immediately about any change in its ownership or its constitution. The **Company Secretary Firm** 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 **Company Secretary Firm** 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.

### **3.18 Monitoring**

The SLA parameters shall be monitored on continuous basis. If the performance is not satisfactory at any given point in time during the contract period and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of NHB, then NHB will have the right to take appropriate actions including termination of the contract.

### **3.19 Rights to Visit**

All records of the Consultant relating to any matters covered by the RFP shall be made available to NHB including its authorized personnel at any time, as often as NHB deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

NHB, including its regulatory authorities like Reserve Bank of India shall have the right to verify, through their officials or such other persons as may be authorized, the progress of the project at the site of the Consultant or at the place where the services are being rendered by the Consultant.

NHB and its authorized representatives, including regulator like Reserve Bank of India shall have the right to visit any of the Consultant's premises to ensure that data provided by NHB is not misused. The Consultant will have to cooperate with the authorized representative/s of NHB or the Reserve Bank of India, as the case may be and will have to provide all information/ documents required by NHB/RBI.

### **3.20 Audit**

The Consultant shall allow and grant NHB, its authorized personnel, its auditors (internal and external) and/or the Reserve Bank of India/ other regulatory & statutory authorities, and their authorized personnel, unrestricted right to inspect and/ or audit its books and accounts, to provide copies of any audit or review reports and findings made on the Consultant, directly related to the Services.

In case any of the Services are further outsourced/ assigned/ subcontracted to other consultants in terms of the RFP, it will be the responsibility of the Consultant to ensure that the authorities /officials as mentioned above are allowed access to all the related places, for inspection and/ or audit.

### **3.21 Contingency Plans**

The Consultant shall arrange and ensure proper Data Recovery Mechanism, Attrition Plan and other contingency plans to meet any unexpected obstruction to the Consultant or any employees or sub-contractors of the Consultant in rendering the Services or any part of the same under this Agreement to NHB.

### **3.22 Transition Requirement**

In the event of failure of the Consultant to render the Services or in the event of termination of the Agreement or expiry of term or otherwise, without prejudice to any other right, NHB at its sole discretion may make alternate arrangement for getting the Services contracted with another consultant. In such case, upon receiving notice from NHB, the Consultant shall continue to provide the Services as per the terms of the Contract until the new consultant completely takes over the work. During the transition phase, the existing Consultant shall render all reasonable assistance to the new consultant within such period prescribed by NHB. The costs/ price for rendering the services during the transition period shall be decided by the Bank

## **4.0 Obligations of NHB**

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

### **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 **Company Secretary Firm** for carrying out the assignment under the Contract.

### **4.2 Consideration & Payment Terms**

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

The **Company Secretary Firm** 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 **Company Secretary Firm** as per the payment schedule given in the RFP. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.

### **4.3 Non-Solicitation:**

NHB agrees not to make an offer for employment to any personnel provided/deployed by the **Company Secretary Firm** 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.

### **5.0 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

### **6.0 UNDERTAKINGS:**

The **Company Secretary Firm** hereby further undertakes:

- (i) That the **Company Secretary Firm** 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

## Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank

scope/area of its work/operation under this Agreement and the advice/services to be rendered by it as the **Company Secretary Firm** and it complies/will comply with all such requirements.

- (ii) That the **Company Secretary Firm** 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 **Company Secretary Firm** 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 **Company Secretary Firm** 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 **Company Secretary Firm** 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 **Company Secretary Firm** shall not do anything that will be of any conflict of interest to the **Company Secretary Firm** 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 **Company Secretary Firm** shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The **Company Secretary Firm** and/or any of its affiliates shall not engage in Compliances or other activities that will be in conflict with the obligations under this Agreement.
- (vi) That the **Company Secretary Firm** 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 **Company Secretary Firm** in a position of being unable to carry out the assignment in the best interest of NHB.
- (vii) That the **Company Secretary Firm** 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

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

into processing or execution of the **Compliance**/any other matter related with discharge of the contractual obligations by the **Company Secretary Firm**.

### **7.0 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.

### **8.0 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 **Company Secretary Firm** 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.

### **9.0 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.

**Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

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 [Company Secretary Firm]**

By \_\_\_\_\_

Authorized Representative

WITNESSES:

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

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

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

\_\_\_\_\_ a \_\_\_\_\_ incorporated \_\_\_\_\_, having its Registered Office at \_\_\_\_\_ (hereinafter referred to as “the **Company Secretary Firm** ”), 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, 3<sup>rd</sup> to 5<sup>th</sup> Floor, India Habitat Centre, Lodhi Road, New Delhi-110003; (herein after referred to as “NHB”), which expression shall include wherever the context so permits, its successors and permitted assigns:

WHEREAS the **Company Secretary Firm** & 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

## **Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

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.

**Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

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

**Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

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

**(Company Secretary Firm)**

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 **Company Secretary Firm** 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 **Company Secretary** is required for the same. Such report/finding/document delivered/ submitted by the

**Request for Proposal: Engagement of Company Secretaries Firm: National Housing Bank**

**Company Secretary Firm** 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 & tenure 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 \_ Company Secretary Firm \_\_\_\_\_**  
**HOUSING BANK**

**FOR NATIONAL**

Authorized Signatory

Authorized Signatory

Name:

Name:

Designation:

Designation:

Place:

Place:

Date:

Date:

WITNESSES:

1.

2.

**CERTIFICATE**

I have read the Clause 8.38 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/firm)**

**Date:**