

HO/DOS/DAK/2023/01998
September 20, 2023

<<<Empaneled Auditor Name>>>
<<<Address>>>

Madam/Sir,

**Quotation for undertaking Forensic Audit of Security Incident and information security
Audit of a Housing Finance company**

In reference to its communication vide HO/DOS/DAK/2023/01150 dated April 26, 2023, for Empanelment of firms for IS Audit of HFCs, National Housing Bank (NHB) invites sealed commercial quotations from Empanelled Information Security Auditors to conduct Forensic Audit of Security Incident and information security Audit of a Housing Finance company (HFC) as per the terms of reference attached. Necessary 'Request for Quotation' (RFQ) documents including scope of work and other terms and conditions and format for Commercial Bid are enclosed herewith.

Please take note of the following points while submitting your quotations-

- The quotation must contain the price inclusive of all levies/charges, and taxes. The Empanelled IS Auditors must give the price Bid as per the specified format given along with the 'Request for Quotation' (RFQ) document in Annexure A. Price and other terms offered by Bidders must be valid for an acceptance period of three months from the date of opening of Commercial Bid.
- The quotation should be signed by the Authorized Signatory (s) of the company. It Should be enclosed in a non-window sealed cover, superscripted as "Commercial Quotation for undertaking Forensic Audit of Security Incident and information security Audit of a Housing Finance Company" and must reach the following address-

The Deputy General Manager,
Department of Supervision, National Housing Bank,
4th Floor, Core 5A, India Habitat Centre,
Lodhi Road, Near Delhi-110003

The envelope should indicate on the cover the name and address of the company along with the contact number and email address. Quotations not sealed properly shall not be considered and will stand rejected without recourse.

The quotation must reach the above address by 03-10-2023 (Tuesday), before 6:00 p.m. The quotation must be received by NHB at the address as specified, not later than the last date of submission of quotation/commercial Bid as indicated above. Any Bid received by NHB after the deadline for submission of Bids prescribed by NHB will be rejected and returned unopened.

एचओ/डीओएस/डाक/2023/01998

20 सितंबर 2023

<<< सूचीबद्ध लेखापरीक्षक का नाम >>>

<<<पता>>>

महोदया/महोदय,

आवास वित्त कंपनी की सुरक्षा घटना और सूचना सुरक्षा लेखा परीक्षा की फॉरेंसिक लेखा परीक्षा करने के लिए कोटेशन

अ.वि.कं के आईएस लेखा परीक्षा के लिए फर्मों को सूचीबद्ध करने के लिए एचओ/डीओएस/डाक/2023/01150 दिनांकित 26 अप्रैल 2023 के माध्यम से हमारे संचार का संदर्भ लें। राष्ट्रीय आवास बैंक (रा.आ.बैंक) संलग्न संदर्भ शर्तों के अनुसार आवास वित्त कंपनी (अ.वि.कं) की सुरक्षा घटना और सूचना सुरक्षा लेखा परीक्षा की फॉरेंसिक लेखा परीक्षा करने के लिए पैनल में शामिल सूचना सुरक्षा लेखा परीक्षकों से सीलबंद वाणिज्यिक कोटेशन आमंत्रित करता है। आवश्यक 'कोटेशन के लिए अनुरोध' (आरएफक्यू) दस्तावेज जिसमें कार्य का दायरा और वाणिज्यिक बोली के लिए अन्य नियम और प्रारूप शामिल हैं, इसके साथ संलग्न हैं।

कृपया अपना कोटेशन प्रस्तुत करते समय निम्नलिखित बातों पर ध्यान दें-

- कोटेशन में सभी लेवी/शुल्क और करों सहित कीमत होनी चाहिए। सूचीबद्ध आईएस लेखा परीक्षकों को अनुबंध क में 'कोटेशन के लिए अनुरोध' (आरएफक्यू) दस्तावेज के साथ दिए गए निर्दिष्ट प्रारूप के अनुसार मूल्य बोली देनी चाहिए। बोलीताओं द्वारा प्रस्तावित मूल्य और अन्य शर्तें वाणिज्यिक बोली खोलने की तारीख से छह महीने की स्वीकृति अवधि के लिए मान्य होनी चाहिए।
- कोटेशन पर कंपनी के अधिकृत हस्ताक्षरकर्ता (ओं) द्वारा हस्ताक्षर किए जाने चाहिए। इसे पूर्ण रूप से सीलबंद कवर में संलग्न किया जाना चाहिए, जिस पर "आवास वित्त कंपनी की सुरक्षा घटना और सूचना सुरक्षा लेखा परीक्षा की फॉरेंसिक लेखा परीक्षा करने के लिए वाणिज्यिक कोटेशन लिखा होना चाहिए और निम्नलिखित पते पर पहुंचना चाहिए-

उप महाप्रबंधक,

पर्यवेक्षण विभाग, राष्ट्रीय आवास बैंक,

चौथी मंजिल, कोर 5ए, इंडिया हैबिटेट सेंटर,

लोधी रोड के पास, दिल्ली-110003

The bidder may seek queries/clarification, if any, regarding the Bid documents(S) via emails on the email IDs provided in this Bid document **on or before 26-09-2023 (Tuesday), before 6:00 p.m.**

For any further query/clarification, the Department of Supervision, National Housing Bank may be contacted at Ashwanpreet.singh@nhb.org.in.

The Bank reserves the right to reject or accept any quotation and/or reject any or all quotations without assigning any reason.

Yours faithfully,



(Reeja Jayadeesh)
Deputy General Manager
Department of Supervision

लिफाफे में संपर्क नंबर और ईमेल पते के साथ कंपनी का नाम और पता होना चाहिए। जिन कोटेशनों को ठीक से सील नहीं किया गया है, उन पर विचार नहीं किया जाएगा और बिना किसी उपाय के अस्वीकार कर दिया जाएगा।

कोटेशन 03-10-2023 (मंगलवार) तक शाम 6:00 बजे से पहले उपरोक्त पते पर पहुंच जाना चाहिए। कोटेशन ऊपर बताए अनुसार कोटेशन/वाणिज्यिक बोली प्रस्तुत करने की अंतिम तिथि से पहले रा.आ.बैंक द्वारा निर्दिष्ट पते पर प्राप्त किया जाना चाहिए। रा.आ.बैंक द्वारा निर्धारित बोली जमा करने की समय सीमा के बाद रा.आ.बैंक द्वारा प्राप्त किसी भी बोली को अस्वीकार कर दिया जाएगा और बिना खोले वापस कर दिया जाएगा।

बोलीदाता 26-09-2023 (मंगलवार) को या उससे पहले, सायं 6:00 बजे से पहले इस बोली दस्तावेज़ में प्रदान की गई ईमेल आईडी पर ईमेल के माध्यम से बोली दस्तावेजों (ओं) के संबंध में प्रश्न/स्पष्टीकरण, यदि कोई हो, की मांग कर सकता है।

किसी भी अन्य प्रश्न/स्पष्टीकरण के लिए, पर्यवेक्षण विभाग, राष्ट्रीय आवास बैंक से ashwanpreet.singh@nhb.org.in पर संपर्क किया जा सकता है।

बैंक के पास बिना कोई कारण बताए किसी भी कोटेशन को अस्वीकार करने या स्वीकार करने और/या किसी भी या सभी कोटेशन को अस्वीकार करने का अधिकार सुरक्षित है।

भवदीय,



(राजा जयदीश)

उप महाप्रबंधक

पर्यवेक्षण विभाग

For Undertaking Information Security & Cyber Security Incident Audit in HFC

Request for Quotation (RFQ)

1. Objective:

Bank requests commercial bid from empanelled vendors to conduct forensic audit of the cyber security incident at HFC having Asset Size of Approximately INR 6,000 crores based at Mumbai.

2. Scope of Work

The scope of work is given in *Annexure-I*.

3. Duration of Contract:

The contract will be valid till 6 months from the date of the work order/letter of award. All the Deliverables should be delivered within 20 days from the date of the work order/letter of award.

4. Other Terms and conditions

4.1. **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.

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

Sh. Ashwanpreet Singh Assistant Manager Email id: ashwanpreet.singh@nhb.org.in
--

- NHB may, in its absolute discretion, seek additional information or material from any Bidder/s even after the RFQ closes and all such information and material provided must be taken to form part of that Bidder's response.
- Bidders should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFQ 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 6.00 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/Banks/Financial Institutes in India.

4.2. Non-Transferability of Tender/RFQ

This tender/RFQ document is not transferable.

4.3. Erasures or Alterations

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.

4.4. Amendment to the RFQ document

- At any time prior to the deadline for submission of Bids, NHB, for any reason, may modify the RFQ document, by amendment or corrigendum and the same will be informed to the bidders.
- All Bidders must ensure that all amendments/enhancements (if any) in the RFQ have been considered by them before submitting the Bid. NHB will not have any responsibility in case of any omission by Bidder/s.
- NHB at its discretion may extend the deadline for the submission of Bids.
- NHB shall not be liable for any communication gap. Further NHB reserve the right to scrap the bid or drop the bid process at any stage without assigning any reason.

4.5. 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.

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

1. The **Commercial Quotation**: The Commercial Bid should be submitted in the format as prescribed in **Annexure II** along with the covering letter in the format as prescribed in **Annexure III**.
2. Integrity Pact as per **Annexure IV**.

4.7. Bid Currency

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

4.8. Implementation schedule

The Audit has to be completed and final report submitted within 30 days from the date of work order.

4.9. Performance Bank Guarantee (PBG)

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

4.10. Period of Validity of Bids

Prices and other terms offered by Bidders must be valid for a period of 3 months from the date of submission of commercial Bid for acceptance by NHB.

In exceptional circumstances NHB may solicit the Bidders' consent for an extension of the period of validity. Any such request and response thereto shall be made in writing.

4.11. Format and Signing of Bids

Bid herein referred to as Submission of Commercial Bid

Each Bid shall be submitted covering only the Commercial Bid herein referred to as "Commercial Quotation"

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.

4.12. Sealing and Marking of Bids

All the envelopes shall be addressed to NHB at the address given below:

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

All envelopes should indicate on the cover the name and address of Bidder along

with contact number.

The Bidder shall seal the envelopes containing Commercial quotation. The envelope should be non-window and separately super scribed as "Commercial Quotation for undertaking Forensic Audit of Security Incident and information security Audit of a Housing Finance company "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.

4.13. 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.

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.

4.14. 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.

4.15. Opening of Bids by NHB

On the scheduled date and time, Bids will be opened by NHB Committee in presence of Bidder representatives who choose to attend. The date, time and venue of opening of commercial bids will be communicated separately.

The Bidder name, RFQ cost and such other details as NHB, at its discretion, may consider appropriate, will be announced at the time of commercial Bid opening.

Bank reserves right to accept or reject any quotation by the bidder without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the bidders.

4.16. Clarification of Bids

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

4.17. Preliminary Examinations

NHB will examine the Bids to determine whether they are complete, the documents have been properly signed; supporting papers/documents attached and the Bids are generally in order etc.

NHB may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

The decision of NHB is final towards evaluation of the Bid documents.

4.18. Quotation Ownership

The quotation 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 quotation and documentation be returned or destroyed.

4.19. 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.

4.20. Price Composition & Variation

- The commercial offer shall be on a fixed price basis. No price variation relating to cost of consultancy will be entertained for any work assigned during the period of contract.
- 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.

4.21. Timely availability of Support Services

The bidder should have proper and adequate support mechanism in place at Mumbai to provide all necessary support under this project.

4.22. Modification and Withdrawal

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

4.23. 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 deviation as per **Annexure VI**, in case terms and conditions of the contract applicable to this RFQ 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 specification laid down in the specifications and requirements.

4.24. Local conditions

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

4.25. Contacting NHB or putting outside influence

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

4.26. Quotation_Content

The Bidders' quotations are central to the evaluation and selection process. Therefore, it is important that the Bidders carefully prepare the quotation. The quality of the Bidder's quotation will be viewed as an indicator of the Bidder's capability to provide the solution and Bidder's interest in the project.

4.27. Banned or Delisted Bidder

Bidders have to give a declaration that they have not been banned or delisted by any Government, Quasi Government agencies, PSUs or PSBs and its subsidiaries. If a Bidder has been banned by any Government, Quasi Government agencies, PSUs or PSBs and its subsidiaries, this fact must be clearly stated. If this

declaration is not given, the Bid will be rejected as non-responsive. This declaration will be submitted along with the commercial Bid.

(a) 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 RP 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.

(b) The bidder shall also submit a certificate as per the format enclosed as Annexure VII. 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.

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

- (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 under this contract.

4.29. Intellectual Property Rights

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

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

4.30. False / Incomplete statement

Any statement/ declaration made by the Bidder, if proved wrong or false or incomplete or such as to withhold any information relevant to the award of the tender, at any stage of the tender/Bid process or in the event of his

Bid/tender having been accepted, at any stage of the contract, shall render his/their Bid(s)/tender(s)/contract(s) liable to be cancelled/rescinded.

In case such a statement is found at the contract stage, NHB may take at its discretion appropriate action as provided in the RFQ for termination of the contract including invocation of the PBG.

5. Commercial Terms and Conditions

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

5.1. 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.
- c) The price should be inclusive of all taxes, 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
- e) Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.

5.2. Acceptance of work order

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

5.3. Payment Terms

Any payment will be released only after submission of PBG & post-signing of SLA as per the following payment terms.

SN	Payment terms
	Subsequent to the award of contract to the L1 bidder, following conditions are applicable for processing of payment.
1	30% of fees as advance Payment on acceptance of work order. Advance payment will be released only on submission of Performance Bank Guarantee equal to payable amount with a validity of 1 year.
2	30% fee shall be paid on submission of interim report .
3	40% fees shall be paid on acceptance of final report

Kindly note that payment will be released only after executing Service Level Agreement(SLA),Non-Disclosure Agreement(NDA),along with required undertaking

and performance Bank Guarantee.

5.4. Payment in case of termination of contract

Subject to the terms of the RFQ, 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.

5.5. Taxes

The IS Auditor 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 IS Auditor.

6. General Terms and Conditions

- 6.1. The Bidder is expected to peruse all instructions, forms, terms and specifications in this documents and its Annexures. Failure to furnish all information required in the RFQ document, in the formats prescribed or submission of a quotation not substantially responsive or submission of unnecessary additional information as part of response to this RFQ Document may result in rejection of the quotation.
- 6.2. Bidders must take into consideration each and every line of this RFQ document while preparing commercial quotation 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.
- 6.3. NHB reserve the right to extend the dates for submission of responses to the document.
- 6.4. NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.
- 6.5. Notwithstanding anything to the contrary contained in the contract, NHB shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if the selected

Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.

- 6.6. Bidder must deploy manpower having requisite qualification, experience, skill-set etc. for the assignment /contract.
- 6.7. The Commercial 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.
- 6.8. By submitting quotation /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.
- 6.9. 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.
- 6.10. The agency will nominate one nodal officer as a single point of contact for one to one dealing with the bank for smooth processing for successful completion of the assignment.

7. Penalty

If the successful Bidder fails to complete the assignment within stipulated time, NHB will impose a penalty of 2 % of the order value for each weeks' delay or part thereof attributable to the Bidder, subject to maximum of 10% of the order value. Fraction of week is to be construed as one full week for arriving at the delay in terms of weeks. Once the maximum is reached, NHB may consider cancellation of the order and the performance bank guarantee submitted may be invoked.

8. Definitive Agreement

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

9. Use of Contract Documents and Information

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

10. Assignment

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

11. Duration of Contract

The contract will be valid till 6 months from the date of the work order/letter of award. All the Deliverables should be delivered within 20 days from the date of the work order/letter of award.

Note:

This RFQ is not exhaustive in describing the functions, activities, responsibilities and services for which Consultant will be responsible. The Bidder, by participation in this tender, implicitly confirm that if any functions, activities, responsibilities or services which are either not specifically described in this RFQ 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 RFQ and Bidder's response to the same extent and in the same manner as if specifically described in this RFQ and Bidder's response.

Reference:

Balance sheet size of company: Approximately 6,000 crores.

Loan and advances: Approximately 5,500 crores.

There was 'Lockbit' ransomware attack on the server of the parent company of an Housing Finance company (HFC). As the HFC data is being maintained on the same server as its parent company, the operations of the HFC came to a standstill. It was identified that initially the DC was compromised and then the DR site and at the same time the company was unable to immediately restore from the backup tape media as few of these were not readable. The company never carried out readability or restorability of these devices. There was an absence of proper BCP plan, no periodic patching of servers, desktop PCs/other infra and there was too much reliance on the outsourced vendor.

Scope of Work for IS/Forensic Audit of HFC

1. Analysis of the security incident.
2. Root Cause Analysis and suggest the Control Measures to prevent such kind of incidents in the future.
3. Identify the loopholes in the existing system and suggest measures to prevent unauthorized access.
4. Review process for storage of Privilege User, Database and OS Administrator Logs.
5. Interface control- Analysis of associates systems, integration with other systems.
6. Review of Logs related to the incident that happened.
7. Evaluation of the extant security posture of the organisation
8. Evaluation of the risk posture of the organisation based on threats, and vulnerabilities observed during the IS Audit and VAPT exercise
9. Security Audit and VAPT of HFC's LOS/ LMS Servers, Accounting Package Servers and Servers containing sensitive customer data (minimum 15 servers)
10. Security Audit and VAPT of Security Devices such as Firewalls, IDS/IPS, Antivirus, and Core Switches (minimum 5 devices)
11. Security Evaluation of end-points of different locations (minimum 10 end-points)
12. Security Audit and VAPT of Web Facing Applications and Portals as per OWASP and SANS guidelines (minimum 5 applications)
13. Efficacy of the ADF data fetched by the HFCs from the core system to the staging, and no manual actions are performed
14. Evaluation of Policies/ Procedures related to Information Security and Cyber Security
15. Security Audit of outsourced activities and services related to IT and IS (minimum 3 activities)
16. Evaluation of implementation and maintenance of access controls related to critical applications such as HFC's LOS/ LMS Servers, Accounting Package Servers and applications handling sensitive customer data (minimum 5 applications)
17. Audit of BCP Policy/ Plan and DR Plan
18. DR arrangements, DR Drills and Backup arrangements (including backup restoration exercises)

19. Efficacy of multi-tenancy controls (if the organisation is sharing its IT infrastructure with other tenants including parent organisation)
20. Comment on the last IS audit/ forensic report related to the attack and compliances thereof.

Format for Commercial Bid
(to be submitted along with a covering letter)

Table 1

S. No.	Particulars	Amount (in ₹)*
1.	For Undertaking Information Security Audit (including Software Audit) & Cyber Security Audit for Year 2022-23 (April-March) and VAPT as defined in scope of work for Year 2023-24 (April-March) in HFC	
2.	Forensic investigation of a cyber security incident in HFC.	
Total		

Table 2

S. No.	Particulars	Man Day Rate(in ₹)*
1.	For any additional task assigned as per the requirement of the Bank beyond the scope of work.	
Total		

Bidders are requested to note the following-

- a) The bidder must submit the commercial bid in the above format. Incomplete formats will result in rejection of the proposal.
- b) ***The quoted price/cost must include all applicable taxes, duties, levies & charges.**
- c) The Commercial Bid to be signed by the Authorized Signatory of the Company.
- d) Bids/price to be quoted in Indian Rupee only.
- e) **For computation of financial score, Total Amount (in ₹) as given in Table 1 will only be taken into consideration.**
- f) The contract will be awarded to the L1 (Lowest) Bidder. In case of a tie, the Bank reserves the right to select the Vendor/Bidder based on marks scored during technical evaluation.
- g) If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- h) IS Auditors may be assigned any additional task as per the requirement of the Bank beyond the scope of work. In such cases, the task is to be completed at the man-day rate quoted by the Auditor based on the assessed man-days required for completion of the task i.e. No. of days x Man Day Rate

Note: Providing Commercial Proposal/Bid in other than this format may result in rejection of the Bid. 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 Commercial Bid.

Authorized Signatory(s)
(Name & Designation, Seal of the Company)
Date-

Commercial Bid Covering Letter

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

Madam,

Commercial Bid: For Undertaking Information Security & Cyber Security Incident Audit in HFC

We, the undersigned, offer to Undertaking Information Security & Cyber Security Incident Audit detailed in Scope of Work of this RFQ in accordance with your Request for Quotation [_____Insert RFQ Number] dated [_____], and our Proposals (Commercial Proposals). The Total fee is inclusive of all 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. Six month from date of opening of Commercial Bid.

Yours faithfully,

.....
Signature

Name
Address

(Authorised Signatory)
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 RFQ No. _____ (“RFQ”) and the Bidder is willing to offer/has offered _____ (name of the items/services) as desired by NHB in terms of the RFQ;

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

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

- (i) enabling NHB to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- (ii) enabling Bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and NHB will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

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

1. Commitments of NHB

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

3. Commitments of Bidders

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

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

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

also aware of the fact that in case it has been hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services) resulting from or directly related to the consulting services for such preparation or implementation.

This provision does not apply to the various firms (IS Auditors, 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-IS Auditors), 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-IS Auditors, 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-IS Auditor, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFQ.

4. Previous Transgression

- 4.1** The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any

Government Department in India that could justify Bidder's exclusion from the tender process.

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

5. Accountability

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

6. Personal Liability

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

7. Transparency and Competitiveness

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

8. Co-operation in the Processes:

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

9. Sanctions for Violations

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However the proceedings with the other Bidder(S) would continue.

- (ii) The Earnest Money Deposit (in per-contract stage) and / or Security Deposit /Performance Bond/PBG (after the contract is signed) shall stand forfeited either fully or partially, as decided by NHB and NHB shall not be required to assign any reason therefor.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by NHB, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from NHB in connection with any other contract, such outstanding payment could also be utilized and appropriated by NHB to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments already made by NHB, along with interest.
- (vi) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to NHB resulting from such cancellation /rescission and NHB shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (vii) To debar the Bidder from participating in future Bidding process of NHB for a minimum period of five year which may be further extended at the discretion of NHB.
- (viii) To recover all sums paid in violation of this Integrity Pact by Bidder(S) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by NHB with the Bidder, the same shall not be opened.
- (x) Forfeiture of Performance Bond/PBG in case of a decision by NHB to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.

9.2 NHB will be entitled to take all or any the actions mentioned at para 10.1(i) to (x) of this Integrity Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention or Corruption Act, 1988 or any other statute enacted for prevention of corruption.

9.3 The decision of NHB to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Integrity Pact.

10. Fall Clause:

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

11. Disqualification & Forfeiture of EMD/PBG etc

The Bidder(s) agree(s) that:

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

12. Independent External Monitors:

- 12.1 NHB has appointed Shri Lov Verma, IAS (Retd.)- lov_56@yahoo.com and Shri Hare Krushna Das, IAS (Retd.) - E-mail: hkdash184@hotmail.com as independent external monitors for the Integrity Pact in consultation with the Central Vigilance Commission
- 12.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- 12.3 The Monitors shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.
- 12.4 Both the Parties accept that the Monitors have the right to access all the documents relating to the project procurement including minutes of meeting.
- 12.5 As soon as the Monitor notices, or has reason to believe a violation of this Integrity Pact, he will so inform the Authority designated by NHB.
- 12.6 The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of NHB including that provided by the Bidder. The Bidder will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional

access to his project documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents (s) of the Bidder/sub-contractor with confidentiality.

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

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

13. Facilitation of Investigation:

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

14. Law and Place of Jurisdiction:

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

15. Other Legal Action:

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

16. Validity:

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

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

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

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

(provisions of these clauses would need to be amended/deleted in line with the policy of NHB in regard to involvement of Indian agents of foreign suppliers.)*

(Format of Bank Guarantee)

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

To

National Housing Bank

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

We, _____ (Name) _____(Address) (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees) at the request of the IS Auditor do hereby irrevocably guarantee for an amount of Rs. _____ (Rupees. _____) (hereinafter referred to as the "Guaranteed Amount") and undertake to pay NHB the Guaranteed Amount merely on demand, without any previous notice from NHB, without any demur or protest and without referring to any other source, any and all monies payable by the IS Auditor by reason of any breach by the said IS Auditor of any of the terms and conditions of the said Contract including nonexecution of the Contract at any time till _____ (day /month/ year). Any such demand made by NHB on the Bank shall be conclusive and binding, absolute and unequivocal not withstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority by and between the IS Auditor and NHB. The Bank agrees that the guarantee herein contained shall continue to be enforceable till the sum due to NHB under this bank guarantee is fully paid and claims satisfied or till NHB discharges this bank guarantee. Unless a demand for claim under this bank guarantee is made on the Bank in writing on or before _____, the Bank shall be discharged from all liabilities under this bank guarantee thereafter.

NHB shall have the fullest liberty without affecting in any way the liability of the Bank under this bank guarantee, from time to time, to extend the time of

performance by the IS Auditor. The Bank shall not be released from its liabilities under these presents by any exercise of NHB of the liberty with reference to the matter aforesaid.

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

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

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

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

Notwithstanding anything contained herein:

- (a) our liability under this bank guarantee shall not exceed Rs. _____
(Rupees _____ in words);
- (b) this bank guarantee shall be valid up to _____; and
- (c) We are liable to pay the Guaranteed Amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____.

(Signature)

Designation/Staff Code No.

Bank's seal

Attorney as per power of Attorney No. Dated

LIST OF DEVIATIONS

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

List of deviations

1)

2)

(If left blank it will be construed that there is no deviation from the specifications given in the RFP)

(The decision of NHB is final towards evaluation of the Bid documents)

Authorized Signatory

(Name & Designation, seal of the company)

Date:

Note: Bidders are requested to provide details of all deviations, comments and observations or suggestions in the abovementioned 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.

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.

CERTIFICATE

I have read the Clause 4.27 of this RFQ 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 fulfils all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached.]

Authorized Signatories

(Name & Designation, seal of the company) Date:

Service Level Agreement

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

THIS SERVICE LEVEL AGREEMENT (hereinafter referred to "this Agreement") is made on this _____ day of the month of _____, 202_, by _____ and between,

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

_____, a company registered under the Companies Act, 1956, having its registered office at _____ (hereinafter called the "IS Auditor"), which expression shall include wherever the context so permits, its successors and permitted assigns.

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

WHEREAS

(A) NHB, vide Request for Quotation for Empanelment of Information & Cyber Security Auditor having RFP Reference No. – NHB(ND)/AD/A- 1162/2019 dated February 03,2020 has invited bids for shortlisting and empanelment of Auditors for undertaking Information Security Audit (ISA), Vulnerability Assessment and Penetration Testing (VAPT) & Cyber Security Audit (CSA) of its IT Infrastructure Systems, Applications and Web facing applications/ portals as per the activities delineated hereunder in Scope of Work, with a view to check the resilience of the extant infrastructure, enhance the security measures and to adopt best international practices and standards in due course. The ISA & CSA to be conducted in accordance with the guidelines of ISO 27001, RBI, CERT-In, NCIIPC, Govt. of India, OWASP, Information Technology Act 2000 and other international standard guidelines for the same.

(B) The said Request for Proposals including Request for Quotation and Corrigendum/Clarification, if any, issued hereinafter collectively referred to the "RFP" (attached hereto as Appendix- I)

(C) The bid submitted by the IS Auditor for empanelment pursuant to the RFP were considered and they were shortlisted for empanelment after evaluation of Technical Bid.

(D) Subsequent to the empanelment of the Information & Cyber Security Auditors, NHB has sought commercial quotes from the empanelled auditors vide Request for Quotation with reference No. _____ dated _____ for Undertaking

Information Security & Cyber Security Incident Audit in HFC. The said Request for Quotation hereinafter referred to as "RFQ".

(E) The IS Auditor have been selected as successful bidder and NHB has issued letter of award/work order vide letter No. _____ dated _____ "LoA" (attached hereto as **Appendix- II**).

(F) The IS Auditor has accepted and agreed to provide the Services in accordance with terms and conditions of RFQ and the LoA.

(G) In terms of the RFP, RFQ NHB and the IS Auditor have agreed to enter into this Agreement in the manner hereinafter appearing:

NOW THEREFORE the Parties hereby agree as follows:

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- (b) "Contract" or "this Contract" means and shall construe this Agreement;
- (c) "Deliverables" means and includes the major deliverables as specified in Clause _____ of the RFQ& RP.
- (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 IS Auditor 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 RFQ & RP.
- (g) "Services" or "Scope of Work" means and includes the scope of work to be performed by the IS Auditor as described/set out in Clause _____ of the RFQ & RP.
- (h) "Third Party" means any person or entity other than NHB and the IS Auditor.

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& RFQ.
- b) Words and abbreviations, which have well known technical or trade/commercial meanings are used in this Agreement in accordance with such meanings;
- c) The RFP, RFQ, 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, RFQ, 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 IS Auditor.

1.3 Purpose

1.3.1 It is hereby agreed that the IS Auditor shall provide the Services to NHB as set out in the RFQ till the completion of the Project. The objective of the Project is to make _____.

1.3.2 Performance of the Scope of Work

The IS Auditor 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 RFQ, LOA and the entire assignment shall be completed within the Term of this Contract.

1.3.3 Term/Period of Contract

The contract shall be valid till completion of all activities as given under the "Project Scope of Work" and providing all "Project Deliverables" to the Bank, from the date of the work order/letter of award issued to the IS auditor, unless the period is extended in accordance with this agreement.

1.3.4 Contract Price

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

1.4 Relation between the Parties

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

1.5 Language

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

1.6 Headings

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

1.7 Notices

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

For NHB:

Attention: _____

Fax: _____

For the IS Auditor:

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 such change pursuant to this Clause.

1.8 Location

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

1.9 Authority of IS Auditor

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

1.10 Taxes and Duties

The IS Auditor 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 IS Auditor.

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 IS Auditor i.e. w.e.f.

2.2 Commencement of Services

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

2.3 Expiration of Contract

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

2.4 Entire Agreement

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

2.5 Modification

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

2.6 Force Majeure

2.6.1 Definition

In the event of either Party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the Party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

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

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

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

2.6.2 No Breach of Contract

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

2.6.3 Measures to be taken

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

2.6.4 Extension of Time

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

2.6.5 Consultation

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

2.7 Suspension

NHB may, by written notice of suspension to the IS Auditor, suspend all payments to the IS Auditor hereunder if NHB is not satisfied with the performance of the IS Auditor or if the IS Auditor 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 IS Auditor to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the IS Auditor of such notice of suspension and shall invoke contract performance guarantee.

2.8 Termination By NHB

NHB may by not less than fifteen (15) calendar days written notice of termination to the IS Auditor, (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 IS Auditor 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 IS Auditor 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 IS Auditor fails to comply with any final decision reached/award passed as a result of arbitration proceedings pursuant to Clause-8 hereof;
 - (d) If the IS Auditor submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the IS Auditor knows to be false;
 - (e) If, as a result of Force Majeure, the IS Auditor 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 IS Auditor either in the Bid Documents or in the subsequent correspondences are found to be false and/or the IS Auditor/its personnel are found to be involved in any fraudulent or criminal act;
 - (g) If NHB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.8.2 Cessation of Rights and Obligations

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

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

2.8.3 Cessation of Services

Upon termination of this Contract by notice pursuant to clauses-2.8.1 hereof, the IS Auditor 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 RFQ , 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 IS AUDITOR

3.1 Standard of Performance

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

3.3 Conflict of Interest

The IS Auditor 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 IS Auditor Not to Benefit from Commissions/Discounts etc.

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

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

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

3.8 Insurance to be taken out by the IS Auditor

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

3.9 Liability of the IS Auditor

The IS Auditor 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 IS Auditor in such performance, subject to the following limitations:

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

3.10 Indemnification of NHB by the IS Auditor

The IS Auditor 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 IS Auditor or its personnel; and/or (ii) any negligence or gross misconduct attributable to the IS Auditor or its personnel; and/or (iii) any claim made by employees who are deployed by the IS Auditor against NHB; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statues/various labour laws by the IS Auditor 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 IS Auditor's aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to _____ times of the total contract value.
- (ii) The IS Auditor's liability in case of claims against NHB resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the IS Auditor shall be actual and unlimited.
- (iii) Under no circumstances, NHB shall be liable to the IS Auditor 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 IS Auditor's Actions Requiring Owner's Prior Approval

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

3.13 Reporting Obligations

The IS Auditor 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 IS Auditor to be the Property of NHB:

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

The IS Auditor shall ensure that personnel/employees engaged by him in the project/contract, have appropriate qualifications and competence as stipulated under the RFQ and are in all respects acceptable to NHB. The IS Auditor will do its utmost to ensure that the personnel identified by the IS Auditor to work under this Agreement completes the Term. If any such personnel resigns from

his job and leaves the IS Auditor, the IS Auditor will provide NHB with another personnel of equivalent knowledge, skill and experience acceptable to NHB as his substitute.

The IS Auditor shall strictly comply with all applicable labour laws and such other laws in relation to the services to be provided and the personnel engaged by the IS Auditor 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 IS Auditor.

The IS Auditor 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 IS Auditor under this Agreement. The IS Auditor 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 IS Auditor 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 IS Auditor.

3.16 Non-Compete

The IS Auditor 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 IS Auditor will inform NHB immediately about any change in its ownership or its constitution. The IS Auditor 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 IS Auditor 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 IS Auditor relating to any matters covered by the RFQ 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.

NHB, including 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 IS Auditor or at the place where the services are being rendered by the IS Auditor.

NHB and its authorized representatives, including regulator like Reserve Bank of India shall have the right to visit any of the IS Auditor's premises to ensure that data provided by NHB is not misused. The IS Auditor 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 IS Auditor 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 IS Auditor, directly related to the Services.

In case any of the Services are further outsourced/ assigned/ subcontracted to other IS Auditors in terms of the RFQ, it will be the responsibility of the IS Auditor 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 IS Auditor shall arrange and ensure proper Data Recovery Mechanism, Attrition Plan and other contingency plans to meet any unexpected obstruction to the IS Auditor or any employees or sub-contractors of the IS Auditor 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 IS Auditor 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 IS Auditor. In such case, upon receiving notice from NHB, the IS Auditor shall continue to provide the Services as per the terms of the Contract until the new IS Auditor completely takes over the work. During the transition phase, the existing IS Auditor shall render all reasonable assistance to the new IS Auditor within such period prescribed by NHB.

4.0 OBLIGATIONS OF NHB

4.1 Support:

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

4.2 Consideration & Payment Terms

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

The IS Auditor 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 IS Auditor as per the payment schedule given in the RFQ & LOA. 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 IS Auditor 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 IS Auditor hereby further undertakes:

- (i) That the IS Auditor has gone through all the required/relevant and extant instructions/ circulars of Government of India, Reserve Bank of India and /or any other concerned authority, GFR issued by Ministry of Finance, guidelines of CVC and provisions of the manual/relevant instructions of NHB, as applicable to the scope/area of its work/operation under this Agreement and the advice/services to be rendered by it as the IS Auditor and it complies/will comply with all such requirements.
- (ii) That the IS Auditor has the necessary expertise to work and execute the Project as per the scope of work set out in detail in the RFQ 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 IS Auditor 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 IS Auditor 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 IS Auditor 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 IS Auditor shall not do anything that will be of any conflict of interest to the IS Auditor 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 IS Auditor shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The IS Auditor and/or any of its affiliates shall not engage in consulting or other activities that will be in conflict with the obligations under this Agreement.
- (vi) That the IS Auditor 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 IS Auditor in a position of being unable to carry out the assignment in the best interest of NHB.
- (vii) That the IS Auditor shall act at all times in the interest of NHB and render advice/service with highest professional integrity and shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of the contractual obligations by the IS Auditor.

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 IS Auditor 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.

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 [IS AUDITOR]

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 thisdayof _____, 202__, by and between;

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

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

WHEREAS the IS Auditor & 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 witnesses: -

1. **Proprietary Information:** As used in this Agreement, the term Proprietary information shall mean as all trade secrets or confidential or Proprietary information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary information is disclosed by the Disclosing Party to the Recipient/Receiving Party. Notwithstanding the foregoing, information which is orally or visually disclosed to the Recipient/Receiving Party by the Disclosing party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party , within

10(ten) days after such disclosure, delivers to the Recipient/Receiving Party a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient/ Receiving party to whom such disclosure was made.

2. Confidentiality:

- a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far this may be required for the proper exercise of the Parties respective rights and obligations under this Agreement.
 - b) The term confidential information shall mean and include all written or oral information (including information received from third parties that the Disclosing Party is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential Information shall also mean, software programs, technical data, methodologies, know how, processes, designs, customer names, prospective customer's names, customer information and business information of the Disclosing Party.
 - c) Confidential information does not include information which:
 - (i) is publicly available at the time of its disclosure; or
 - (ii) becomes publicly available following disclosure; or
 - (iii) is already known to or was in the possession of Recipient/Receiving party prior to disclosure under this Agreement; or
 - (iv) is disclosed to the Recipient/Receiving party from a third party, which party is not bound by any obligation of confidentiality; or
 - (v) is or has been independently developed by the Recipient/Receiving party without using the confidential information.
 - (vi) is disclosed with the prior consent of the Disclosing Party.
- 3. Non -Disclosure of Proprietary Information:** For the period during the agreement or its renewal, the Recipient/Receiving Party will:
- a) Use such Proprietary Information only for the purpose for which it was disclosed and without written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
 - b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its own confidential information of similar importance and

- c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.
4. **Limit on Obligations:** The obligations of the Recipient/ Receiving Party specified in clause 3 above shall not apply and the Recipient/ Receiving Party shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary information:
- a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient/ Receiving Party;
 - b) is in the Recipient's/ Receiving Party's possession at the time of disclosure otherwise than as a result of the Recipient's/ Receiving Party's breach of an obligation of confidentiality owed to the Disclosing Party;
 - c) becomes known to the Recipient/ Receiving Party through disclosure by any other source, other than the Disclosing party, having the legal right to disclose such Proprietary Information.
 - d) is independently developed by the Recipient/ Receiving Party without reference to or reliance upon the Proprietary Information; or
 - e) is required to be disclosed by the Recipient/ Receiving Party to comply with applicable laws or governmental regulation, provided that the Recipient/ Receiving Party provides prior written notice of such disclosure to the Disclosing Party and take reasonable and lawful actions for such disclosure.
5. **Return of Documents:** The Recipient/ Receiving Party shall, upon request of the Disclosing Party , in writing ,return to the Disclosing party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient/ Receiving Party pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event, it is not inclined to proceed further with the engagement, business discussions and negotiations or in the event of termination of this Agreement, the Recipient/ Receiving Party will promptly return to the other part or with the consent of the other party, destroy the Proprietary Information of the other party. Provided however the Receiving Party shall retain copies to be in compliance with its statutory, regulatory, internal policy or professional obligations.
6. **Communications: Written** communications requesting transferring Proprietary Information under this Agreement shall be addressed only to

the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

(IS Auditor)

NATIONAL HOUSING BANK

7. Term: The obligation pursuant to clause 2 and 3 (Confidentiality & NonDisclosure 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 IS Auditor 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 IS Auditor is required for the same. Such report/finding/document delivered/ submitted by the IS Auditor to NHB shall become exclusive property of NHB and as such NHB shall not be bound by any restriction from disclosure of such report/finding/ document or content thereof, being the Receiving Party.
10. This Agreement shall be governed and construed in accordance with the laws of India and shall be subjected to the Jurisdiction of courts at Delhi. It is agreed that any dispute or differences arising out of or touching this Agreement if not resolved amicably shall be referred to the arbitration as per clause _____ of the SLA executed between the parties hereto.
11. **Miscellaneous**
 - a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement/amendment in writing signed by both the parties.
 - b) This Agreement will be binding upon & enure to the benefit of the parties hereto and it includes their respective successors & assigns

c) The Agreement shall be construed & and interpreted in accordance with the laws prevailing in India.

d) 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 ____ (Name of IS auditor _____) ____ FOR NATIONAL HOUSING BANK

Authorized Signatory

Authorized Signatory

Name:

Name:

Designation:

Designation:

Place:

Place:

Date:

Date:

WITNESSES:

1.

2.