



राष्ट्रीय
आवास बैंक
NATIONAL
HOUSING BANK



HRO/HRO/DOC/2025/00136
August 12, 2025

Dear Sir/Madam,

Subject: Quotation for disposal of scrap items

National Housing Bank (NHB) invites sealed competitive Quotation from empanelled vendors of RBI, Regional Office, Hyderabad under Trade "Scrap" for disposal of scrap items available in its office in Fourth Floor, TSHCL Building, Urdu Gali, Street No. 17, Himayat Nagar, Hyderabad - 500029, Telangana on as is where is basis: -

S. No.	Items	Qty	Amount to be quoted in Rs.*	Amount to be quoted in words
1	All items as per Annexure I	As per Annexure I		
	Total (exclusive of GST)			

*Quoted amount should be exclusive of GST.

The above scrapped materials are lying in a condemned condition and are kept open for inspection during Bank's business hours from 10:00 Hrs to 17:00 Hrs during the period 12/08/2025 to 27/08/2025, by giving prior intimation to NHB

Terms and conditions

1. These items are being disposed of on as is where basis is only as scrap
2. The minimum reserve price for the above items is Rs. 3,250/- (Rupees Three Thousand Two Hundred and Fifty Only). Individual quotes for each item in Annexure I should be more than or equal to the reserved price fixed by the Bank.
3. The quote is to be submitted for all the items in the list. Bidding for individual items not allowed. If the bidder does not provide individual quotes for all items in the Annexure I, the bid shall be rejected.
4. Quotations not sealed properly shall not be considered and will stand rejected without recourse.
5. Vendor should satisfy themselves during the course of their inspection and if they have any observation then they can get the same verified/ clarified from the concerned official of the bank.
6. Bank is not bound to any complaint once delivery of goods is handed over to the vendor.

भारत सरकार के अंतर्गत सांविधिक निकाय
चतुर्थ तल, एपीएसएचसीएल बिल्डिंग, गली नं. 17,
हिमायत नगर, हैदराबाद-500029
दूरभाष : 040-2326 4079
वेबसाईट : www.nhb.org.in ई-मेल : rohyd@nhb.org.in

Statutory Body under the Government of India

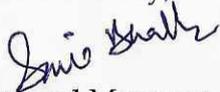
4th Floor, APSHCL Building, Street No. 17,
Himayat Nagar, Hyderabad-500029
Phone : 040-2326 4079

Website : www.nhb.org.in E-mail : rohyd@nhb.org.in

"बैंक हिन्दी में पत्राचार का स्वागत करता है"

7. Bank shall consider accepting highest Bid if found suitable. Bank does not owe any responsibility for functioning / condition of these items .
8. Vendor is required to deposit full bid amount along with applicable GST within 3 days from the date of its acceptance by the Bank.
9. After Receipt of bid amount and removal of items from NHB Premises. NHB shall provide GST bill to the vendor.
10. Sealed quotations in the above format should be addressed to "National Housing Bank, Fourth Floor, TSHCL Building, Urdu Gali, Street No. 17, Himayat Nagar, Hyderabad - 500029, Telangana" and super scribed "Quotation for disposal of Scrap items" and sent so as to reach not later than 11:00 Hrs. on 28/08/2025. Quotation shall be opened in the presence of Bidders at 15:30 Hrs on 28/08/2025. Bidders can attend opening of the quotation if they desire so.
11. Successful bidder has to clear the entire items including fixtures with in four days from the date of communication sent by the Bank in this regard. Cost of this removal & transportation shall be borne by the successful bidder only. Further, Bank shall not take any responsibility of obtaining permission from any Government /Statutory body for transportation.
12. The winner of the bid has to make good the damages made to the afore mentioned premises which may occur during the process of removal of the items.
13. Only empaneled vendors of RBI, Regional Office, Hyderabad under Trade "Scrap" are eligible to participate in this quotation and quotation received from any other bidder shall be rejected and shall not be considered for further evaluation. Further, Bidder has to submit duly filled undertaking as mentioned in Annexure II in support of their empanelment with RBI. Empanelment should be valid as on last date of submission of Quotation. If this undertaking is not given, the Bid will be rejected as non-responsive.
14. The selected vendor need to execute Service Level Agreement with NHB as mentioned in Annexure III.

Yours faithfully,



(Regional Manager- Hyderabad Regional Office)

NHB, Hyderabad

sonia.bhalla@nhb.org.in; Chandra.p@nhb.org.in

011-39187271

Declaration by the bidder (To be submitted on the Letterhead of the Bidder): -

The Deputy General Manager,
Hyderabad Regional Office,
National Housing Bank
Fourth Floor, TSHCL Building, Urdu Gali,
Street No. 17, Himayat Nagar,
Hyderabad - 500029, Telangana

Dear Sir,

I wish to apply for the bid as above and I agree for the terms and condition as laid above.

In the event of me winning the bid, I will arrange to clear the items including fixtures with in four days from the date of communication sent by the Bank in this regard at my own cost.

I declare that I will make good the damages made to the afore mentioned premises which may occur during the process of removal of the furniture and fixtures.

Bidder Name:

Signature: -

Annexure I:

SNO	Asset description	Reserve Price in INR	Quoted Price in INR*
1.	OFFICE CHAIR 7001- CONFERENCE AND VISITORS (14 in Quantity)	Rs. 700 /- (For 14 Chair)	
2.	HEAD CHAIRS (7000) - OFFICERS (2 in Quantity)	Rs. 100/- (For 2 Chairs)	
3.	ORDINARY CHAIRS (3 in Quantity)	Rs. 150/- (For 3 Chairs)	
4.	VOLTAS 1.5 TON WINDOW AC	Rs.250/-	
5.	VOLTAS 1.5 TON SPLIT AC	Rs.500/-	
6.	VOLTAS 1.5 TON SPLIT AC	Rs.500/-	
7.	STABILIZER - 4 KVA 170-260 VOLT	Rs. 50/-	
8.	STABILIZER - 4 KVA 170-260 VOLT	Rs. 50/-	
9.	STABILIZER - 4 KVA 170-260 VOLT	Rs. 50/-	
10.	16 Port HUB	Rs. 25/-	
11.	Invertor	Rs. 50/-	
12.	Invertor	Rs. 50/-	
13.	AQUAGUARD INNOVA (2 In Quantity)	Rs. 100/- (For 2 Aqua guard)	
14.	DIGITAL CAMERA (NIKON COOLPIX L120)	Rs. 50/-	
15.	KIOSK (MODEL No.F- 12-D) with Accessories	Rs. 100/-	
16.	PHOTOCOPIER KONIKA MINOLTA (HYDERABAD)	Rs. 50/-	
17.	FAX MACHINE MODEL 2820	Rs. 25/-	
18.	PRINTERS HP LJ 1320	Rs. 50/-	
19.	PRINTERS HP LJ 1320	Rs. 50/-	
20.	HP LASERJET PRO 8600 PLUS (Printer cum Scanner) with care pack	Rs. 50/-	
21.	HP DX-7380 WITH MONITOR	Rs. 50/-	

SNO	Asset description	Reserve Price in INR	Quoted Price in INR*
22.	HP DX-7380 WITH MONITOR	Rs. 50/-	
23.	HP Pro 3330 MT Intel Core I5-QT035AV-INA223VWW6 WITH MONITOR	Rs. 50/-	
24.	Sony Laptop	Rs. 50/-	
25.	Samsung Polycom	Rs. 100/-	
	Total Reserve Price	Rs. 3250/-	

*exclusive of GST

Annexure II:

UNDERTAKING OF EMPANELMENT
(To be submitted on the Letterhead of the Bidder)

<Date>

The Deputy General Manager,
Hyderabad Regional Office,
National Housing Bank
Fourth Floor, TSHCL Building, Urdu Gali,
Street No. 17, Himayat Nagar,
Hyderabad - 500029, Telangana

Dear Sir,

We confirm that we are RBI, Hyderabad contractor in the following category:

..... This empanelment is valid as
on last date of Quotation & we are fully competent to undertake and successfully deliver the
scope of services as mentioned in the Quotation.

**Self-attested copy of empanelment certificate under the trade "Scrap", issued by RBI,
Hyderabad in this regard is attached herewith.**

Sincerely,

<Signature><Company Seal>

Name:

Designation:

Name and Address of Company:

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

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

National Housing Bank, a body corporate established under the National Housing Bank Act, 1987, having its Regional Office at Fourth Floor, TSHCL Building, Urdu Gali, Street No. 17, Himayat Nagar, Hyderabad - 500029, Telangana (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 "Vendor"), which expression shall include wherever the context so permits, its successors and permitted assigns.

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

WHEREAS

- (A) NHB intends to hire the Vendor for disposal of scrap items , as detailed in the Request for Proposal no. _____ on _____ (date) (including Corrigendum/Clarification, if any, issued) (hereinafter collectively referred to the "RFP.
- (B) The vendor has been selected through limited tendering process by way of floating the RFP by NHB followed by evaluation of Technical & Commercial Bids of the Bidders and accordingly the letter of award no. _____ dated _____ ("LoA") has been issued by NHB to the vendor.
- (C) The vendor has accepted and agreed to provide the Services in accordance with terms and conditions of RFP and the LoA.
- (D) In terms of the RFP, NHB and the vendor 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 Laws" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" or "this Contract" means and shall construe this Agreement;
- (c) "Deliverables" means and includes the major deliverables as specified in clause of the RFP.
- (d) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- (e) "Personnel" means persons hired/to be hired by the Vendor as employees and assigned to the performance of the Services or any part thereof.
- (f) "Project" means collectively the Services and the Deliverables to be provided as detailed in the RFP.
- (g) "Services" or "Scope of Work" means and includes the scope of work to be performed by the Vendor as described/set out in Clause mentioned at Point no 1-13 of Terms and Conditions of the RFP.
- (h) "Third Party" means any person or entity other than NHB and the Vendor.

1.2 Principles of Interpretation

In this Agreement , unless the context otherwise requires:

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

1.3 Purpose

1.3.1 It is hereby agreed that the vendor shall provide the Services to NHB as set out in the RFP till the completion of the Project. The objective of the Project is to make disposal of scrap item of Regional Office Hyderabad.

1.3.2 Performance of the Scope of Work

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

1.3.3 Term/Period of Contract

The entire assignment as detailed in the Scope of Work under this Contract shall be completed within a period of 3 Days from issuance of Work Order ("Term") starting from _____ by the vendor 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 Vendor 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

The Contract shall be on a principal-to-principal basis and nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between NHB and the Vendor. The vendor, subject to this Agreement, has complete charge of personnel to be engaged by the Vendor 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, email, or facsimile to such Party at the following address:

For NHB:

Attention: _____

Ph. No.: _____

Fax:

For the Vendor:

Attention: _____

Ph. No.: _____

Fax:

1.7.2 Notice will be deemed to be effective as follows:

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

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

1.8 Location

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

1.9 Authority of Vendor

The vendor hereby authorize _____ to act on their behalf in exercising the entire Vendor'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 Vendor 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 Vendor.

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 Vendor i.e. w.e.f.

2.2 Commencement of Services

The vendor 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 of this Agreement or any other condition stipulated in this Agreement or the RFP.

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

2.8 Termination

2.8.1 By NHB

NHB may by not less than fifteen (15) calendar days written notice of termination to the Vendor, (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 Vendor 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 Vendor 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 Vendor fails to comply with any final decision reached/award passed as a result of arbitration proceedings pursuant to Clause-8 hereof;
- (d) If the Vendor submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the Vendor knows to be false;
- (e) If, as a result of Force Majeure, the Vendor 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 Vendor either in the Bid Documents or in the subsequent correspondences are found to be false and/or the Vendor/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 Laws.

2.8.3 Cessation of Services

Upon termination of this Contract by notice pursuant to clauses-2.8.1 hereof, the Vendor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.8.4 Payment in case of termination of contract

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

3.0 OBLIGATIONS OF THE VENDOR

3.1 Standard of Performance

The Vendor 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 Vendor 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 Compliance with Laws

The Vendor shall perform the assignment in accordance with the Applicable Laws including the regulatory framework governing the same and shall take all practicable steps to ensure that the Personnel/ sub-contractor of the Vendor comply with the Applicable Laws.

3.3 Conflict of Interest

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

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

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

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

3.8 Insurance to be taken out by the Vendor

The Vendor 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 Vendor or their staff on the assignment

3.9 Liability of the Vendor

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

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

3.10 Indemnification of NHB by the Vendor

The Vendor 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 Vendor or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Vendor or its personnel; and/or (iii) any claim made by employees who are deployed by the Vendor against NHB; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statutes/various labour laws by the Vendor 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 Vendor'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 Vendor'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 Vendor shall be actual and unlimited.
- (iii) Under no circumstances, NHB shall be liable to the Vendor 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 Vendor's Actions Requiring Owner's Prior Approval

The Vendor 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 Vendor can hire the services of Personnel to carry out any part of the services.

The Vendor shall remain fully liable for the performance of the services by its personnel/ sub-contractors, as well as the risk management practices of the sub-contractors, pursuant to this Contract.

3.13 Reporting Obligations

The Vendor 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 Vendor to be the Property of NHB:

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

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

The Vendor 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 Vendor 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 Vendor.

The Vendor 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 Vendor under this Agreement. The Vendor 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 Vendor 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 Vendor.

3.16 Non-Compete

The Vendor 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 Vendor will inform NHB immediately about any change in its ownership or its constitution. The Vendor 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 Vendor 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 Access

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

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

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

In case any of the Services are further outsourced/ assigned/ subcontracted to other Vendors in terms of the RFP, it will be the responsibility of the Vendor 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 Vendor shall arrange and ensure proper Data Recovery Mechanism, Attrition Plan and other contingency plans to meet any unexpected obstruction to the Vendor or any employees or sub-contractors of the Vendor 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 vendor 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 Vendor. In such case, upon receiving notice from NHB, the Vendor shall continue to provide the Services as per the terms of the Contract until the new Vendor completely takes over the work. During the transition phase, the existing Vendor shall render all reasonable assistance to the new Vendor 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 Vendor for carrying out the assignment under the Contract.

4.2 Consideration & Payment Terms

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

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

4.3 Non-Solicitation:

NHB agrees not to make an offer for employment to any personnel provided/deployed by the Vendor 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 Vendor hereby further undertakes:

- (i) That the Vendor 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 Vendor and it complies/will comply with all such requirements.
- (ii) That the Vendor has the necessary expertise to work and execute the Project as per the scope of work set out in detail in the RFP and it has the capability to deliver efficient and effective advice/services to NHB. It shall carry out the assignment under this Agreement with due diligence and with the highest standard of professionalism and business ethics.
- (iii) That being the Vendor 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 Vendor 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 Vendor 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 Vendor shall not do anything that will be of any conflict of interest to the Vendor 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 Vendor shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The Vendor 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 Vendor 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 Vendor in a position of being unable to carry out the assignment in the best interest of NHB.
- (vii) That the Vendor 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 Vendor.
- (viii) The Vendor shall have suitable back-to-back arrangements/ agreements with the OEMs, in relation to the Scope of Work under this Agreement.
- (ix) NHB reserves the right to seek any information from the Vendor about the third parties engaged by the Service Provider in the supply chain.
- (x) The Vendor shall periodically provide to NHB details of all the data (relating to NHB and its customers/ constituents) captured or processed or stored or come to the knowledge of Vendor or Service Provider's employees during the course of performance of this Agreement/Contract.

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 seat 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 Vendor 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 LAWS

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 Hyderabad.

FOR AND ON BEHALF OF NATIONAL HOUSING BANK

By _____
Authorized Representative

FOR AND ON BEHALF OF [VENDOR]

By _____
Authorized Representative

WITNESSES:

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