

**Request for Proposal: Empanelment of CA firm/ company for special/ forensic audit of Housing Finance Companies: National Housing Bank**

**RFP Reference no:-MRO/DOS/DOC/2026/05288**

**Dated 13-05-2026.**

**Request for Proposal (RFP)-**

**Empanelment of CA firm/ company for special/ forensic audit of Housing Finance Companies**

**Department of Supervision  
Head Office, National Housing Bank  
Core 5-A, 3<sup>rd</sup> Floor, India Habitat Centre, Lodhi Road,  
New Delhi - 110 003  
Phone: 011-39187000  
E-Mail: [rk.arvind@nhb.org.in](mailto:rk.arvind@nhb.org.in) , [ranjan.barun@nhb.org.in](mailto:ranjan.barun@nhb.org.in)**

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**GLOSSARY**

<b>Abbreviation</b>	<b>Description</b>
NHB	National Housing Bank
HO	Head Office, Delhi
RO	Representative Office
PBG	Performance Bank Guarantee
PSU	Public Sector Undertaking
PSB	Public Sector Bank
VC	Video Conference
EMD	Earnest Money Deposit
RFP	Request For Proposal
PBG	Performance Bank Guarantee
AMC	Annual Maintenance Cost
OEM	Original Equipment Manufacturer
ERV	USD-INR exchange rate variation
ORS	Online Reporting Solution
SLA	Service Level Agreement

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

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**1. IMPORTANT BID DETAILS**

1.	Date of commencement of sale of Bidding/Tender/RFP Documents	13-05-2026
2.	Last date and time for receipt of Bidding Documents	28-05-2026, 18:00 Hrs
3.	Date and Time of Technical Bid Opening	29-05-2026, 11:30 Hrs
4.	Date and Time of Pre Bid Meeting	25-05-2026 , 11:30 Hrs.
5.	Cost of RFP	Nil
6.	Earnest Money Deposit Amount	Nil
7.	Place of opening of Bids	National Housing Bank 4th Floor, Core 5-A India Habitat Centre, Lodhi Road, New Delhi - 110003

**Note: -**

- **Technical Bids will be opened in the presence of Bidders who choose to attend as above. The above schedule is subject to change. Notice of any changes will be provided through e-mail from designated contact personnel only or publishing on NHB's website. Further, please note that Commercial Bid opening Date, Time & Venue will be intimated to the technically qualified Bidders at a later date.**

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## **2. National Housing Bank**

National Housing Bank (NHB ), a statutory institution established under National Housing Bank Act, 1987 (“the Act”) .

- a. NHB has been established to achieve, inter alia, the following objectives –
  - To promote a sound, healthy, viable and cost effective housing finance system to cater to all segments of the population and to integrate the housing finance system with the overall financial system.
  - To promote a network of dedicated housing finance institutions to adequately serve various regions and different income groups.
  - To augment resources for the sector and channelize them for housing.
  - To make housing credit more affordable.
  - To supervise the activities of housing finance companies based on supervisory authority derived under the Act.
  - To encourage augmentation of supply of buildable land for housing and to upgrade the housing stock in the country.
  - To encourage public agencies to emerge as facilitators and suppliers of serviced land, for housing.
- b. The head office of NHB is located in New Delhi and regional offices located at Ahmedabad, Bengaluru, Bhopal, Bhubaneswar, Chandigarh, Chennai, Delhi, Guwahati, Hyderabad, Jaipur, Kolkata, Lucknow, Mumbai, Patna, Raipur & Ranchi.

## **3. Purpose/Objective:**

The purpose of RFP is to solicit proposals from CA firms/ companies for empanelment for special/ forensic audit of HFCs.

## **4. Scope of Work/ Deliverables:**

The CA firms/ companies will be empanelled based on eligibility criteria as specified in this RFP. The Bank will invite Commercial bids from empanelled CA firms/ companies for special/ forensic audit of HFCs, as and when required. It may be noted that scope will be mentioned specifically at the time of inviting commercial proposals.

Broadly, under the umbrella of scope, the selected CA Firm (“the selected Bidder”) will be

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responsible for verifying loan origination & credit appraisal, end use of funds, related party transactions, collateral & valuation Review, disbursement process audit, NPA recognition & asset classification, accounting and financial reporting, fraud & forgery detection, IT Systems & data integrity, regulatory compliance, third party & builder nexus, employee conduct & governance, fund flow and transaction mapping, recovery and legal position, practical triggers for forensic audit in HFCs . The illustrative list of Scope of Work is given below:

- **Loan Origination & Credit Appraisal**
  - Verification of borrower identity, KYC, and documentation.
  - Examination of credit appraisal notes vs actual borrower risk.
  - Detection of evergreening (fresh loans used to repay old ones).
  - Identification of dummy or shell borrowers.
  
- **End-Use of Funds**
  - Whether housing loans were actually used for property purchase/construction.
  - Tracking fund flow through bank statements.
  - Detection of diversion to unrelated businesses or personal use.
  
- **Related Party Transactions**
  - Loans to promoter-linked entities or group companies.
  - Round-tripping or circular transactions.
  - Conflict of interest in approvals.
  
- **Collateral & Valuation Review**
  - Authenticity of property documents (title deeds, approvals).
  - Independent revaluation of collateral.
  - Detection of overvaluation or fictitious properties.
  
- **Disbursement Process Audit**
  - Whether disbursements followed sanctioned terms.
  - Direct payments to builders vs routed through borrower.

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- Split disbursements to obscure fund trails.
- **NPA Recognition & Asset Classification**
  - Whether NPAs are correctly classified as per RBI norms.
  - Deliberate under-reporting of NPAs.
  - Misuse of restructuring to hide stress.
- **Accounting & Financial Reporting**
  - Revenue recognition (especially interest income).
  - Provisioning adequacy.
  - Window dressing of balance sheet.
- **Fraud & Forgery Detection**
  - Fake income proofs, forged property papers.
  - Employee-borrower collusion.
  - Backdated approvals or manipulated records.
- **IT Systems & Data Integrity**
  - Audit trails in Loan Management Systems (LMS).
  - Unauthorized overrides or manual entries.
  - Data tampering or deletion.
- **Regulatory Compliance**
  - Compliance with RBI/NHB guidelines.
  - Exposure norms (single borrower/ group borrower limits).
  - Capital adequacy and leverage norms.
- **Third-Party & Builder Nexus**
  - Tie-ups with builders and possible kickbacks.
  - Bulk loans to projects without due diligence.
  - Unsold inventory financing disguised as retail loans.

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- **Employee Conduct & Governance**
  - Role of senior management in irregularities.
  - Incentive structures encouraging risky lending.
  - Internal control failures.
  
- **Fund Flow & Transaction Mapping**
  - Detailed forensic trail of money movement across accounts.
  - Identification of layering (money laundering patterns).
  - Use of analytics tools to map networks.
  
- **Recovery & Legal Position**
  - Status of recovery actions.
  - Legal enforceability of collateral.
  - SARFAESI proceedings validity.

### **Note:**

This RFP is not exhaustive in describing the functions, activities, responsibilities and services for which selected Bidder will be responsible. The selected Bidder, by participation in this tender, implicitly confirm that if any functions, activities, responsibilities or services which are either not specifically described in this RFP or specifically described but has to undergo suitable changes/modifications due to regulatory/statutory changes and are termed necessary or appropriate by NHB for the proper performance of the contract, such functions, activities, responsibilities or services (with applicable changes, if any) will be deemed to be implied by and included within the scope of services under this RFP and Bidder's response to the same extent and in the same manner as if specifically described in this RFP and Bidder's response.

### **5. Period of Contract:**

The validity of the empanelment will be for two years from the date of empanelment with annual review and satisfactory performance. The validity of empanelment may be

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extended for further one year period as per discretion of the Bank.

### **Note:**

This RFP is not exhaustive in describing the functions, activities, responsibilities and services for which vendor will be responsible. The Bidder, by participation in this tender, implicitly confirm that if any functions, activities, responsibilities or services which are either not specifically described in this RFP or specifically described but has to undergo suitable changes/modifications due to regulatory/statutory changes and are termed necessary or appropriate by NHB for the proper performance of the contract, such functions, activities, responsibilities or services (with applicable changes, if any) will be deemed to be implied by and included within the scope of services under this RFP and Bidder's response to the same extent and in the same manner as if specifically described in this RFP and Bidder's response.

## **6. Instructions to Bidders**

### **6.1 General :-**

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

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- Bidders are required to direct all communications related to this RFP, through the nominated Point of Contact persons, mentioned below:

Sh. R. K. Arvind Deputy General Manager Email id: <a href="mailto:rk.arvind@nhb.org.in">rk.arvind@nhb.org.in</a> Tel: 011- 39187110	Sh. Ranjan Kumar Barun General Manager Email id: <a href="mailto:ranjan.barun@nhb.org.in">ranjan.barun@nhb.org.in</a> Tel: 011- 39187043
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- NHB may, in its absolute discretion, seek additional information or material from any Bidder/s even after the tender/RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- Bidders should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
- If NHB, in its absolute discretion, deems that the originator of any query will gain an advantage by any response to such query, then NHB reserves the right to communicate such response to all Bidders.
- Queries / Clarification if any, may be taken up with the contact person/s detailed above before the deadline for submission of Bids between 10 am to 6 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 Department of Financial Services/Department of Expenditure of Ministry of Finance or NHB on the date of opening of the bid and/or on the date of signing of the contract.
- NHB will notify all short-listed Bidders in writing or by mail or by publishing in its website as soon as practicable about the outcome of their RFP. NHB is not obliged to provide any reasons for any such acceptance or rejection.

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## **6.2 Pre-Bid Meeting**

For the purpose of clarification of doubts of the Bidders on issues related to this tender/RFP, NHB intends to hold a Pre-Bid meeting on the date and time as indicated in the RFP. The queries of all the Bidders, in writing, should reach by e-mail or by post on or before 22-05-2026 18:00 hrs on the address as mentioned above. It may be noted that no query of any Bidder shall be entertained after the Pre-Bid meeting. Clarifications on queries will be given in the Pre-Bid meeting itself. Only the authorized representatives of the Bidders will be allowed to attend the Pre-Bid meeting.

## **6.3 Soft Copy of Tender/RFP Document**

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

## **6.4 Non-Transferability of Tender/ RFP**

This tender/RFP document is not transferable.

## **6.5 Erasures or Alterations**

The offers containing erasures or alterations may not be considered. Any interlineations', erasures or overwriting in technical Bids may be considered at the discretion of NHB only if they are initialed by the person signing the Bids. However, any interlineations', erasures or overwriting in any form will not be accepted in the commercial Bid (when invited). 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.

## **6.6 Amendment to the Bidding/Tender/RFP document**

- At any time prior to the deadline for submission of Bids, NHB, for any reason, may modify the Bidding/Tender/RFP document, by amendment or corrigendum.
- The amendment will be posted on NHB's website [www.nhb.org.in](http://www.nhb.org.in)

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- All Bidders must ensure that all amendments/enhancements (if any) in the RFP have been considered by them before submitting the Bid. NHB will not have any responsibility in case of any omission by Bidder/s.
- NHB at its discretion may extend the deadline for the submission of Bids.
- NHB shall not be liable for any communication gap. Further NHB reserve the right to scrap the tender or drop the tendering process at any stage without assigning any reason.

### **6.7. Language of Bid**

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

### **6.8 Masked Commercial Bid**

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

### **6.9 Right to Alter Location / Quantities**

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

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

1. Bidder's information in the format as prescribed in **Annexure I**;
2. Bidder's Experience details in the format as prescribed in **Annexure II**;
3. Compliance Statement Declaration in the format as prescribed in **Annexure III**;
4. Information on Minimum Eligibility Criteria in the format as prescribed in **Annexure V**;

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5. **The Technical Proposal:** The Technical Bid should be submitted in the format as prescribed in **Annexure VII** along with the covering letter and Declaration regarding clean track record in the formats as prescribed in **Annexure VI -A** and **Annexure VI-B** respectively. Documents comprising the Technical Proposal should be
  1. Annexure VI – Technical Proposal Covering Letter.
  2. Annexure VIII – Letter of Authorisation to Bid
  3. Annexure VII – Technical Bid Format
  4. Annexure X – ECS Mandate
  5. Annexure XI – Letter of Competence
  6. Annexure XII - Curriculum Vitae (CV) of the Key Personnel.
  7. Copies of Certificates, Documentary Proofs etc.
  
6. **The Commercial Proposal:** *Post empanelment, Whenever required*, the Commercial Bid should be submitted in the format as prescribed in **Annexure IX** along with the covering letter in the format as prescribed in **Annexure VIII**.
  
7. ECS Mandate in the format as prescribed in **Annexure X**;
8. Letter of Competency in the format as prescribed in **Annexure XI**;
9. Curriculum Vitae (CV) of the Key Personnel in the format in **Annexure XII**;
10. Resolution Matrix in the format in **Annexure XIII**;
  
11. Pre-Contract Integrity Pact (wherever applicable) in the format in **Annexure XIV** (*The Pre-Contract Integrity Pact should be submitted neatly typed in on Rs.100/- non-judicial stamp paper duly signed by the authorized signatory and the same will be signed on behalf of NHB subsequently. The date of execution should be the date as mentioned in the Technical Bid by the Bidder*). **Any Bid not accompanied by pre-contract Integrity Pact duly signed by the authorised signatory of the Bidder shall be considered to be a non-responsive bid and shall be rejected straightaway.**
  
12. Declaration by the Bidder for Code of Integrity for Public Procurement in the format as prescribed in **Annexure XIX**.

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### **6.11. Bid Currency**

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

### **6.12. Earnest Money Deposit (EMD) : NIL**

### **6.13. Implementation schedule**

- The Bidder shall be responsible for delivery of the services. The Bank will invite Commercial bids from empaneled CA firms/ companies for special/ forensic audit of HFCs, as and when required. It may be noted that deliverables and subsequent implementation schedule will be mentioned specifically at the time of inviting commercial proposals.
- Billing cycle will commence only after execution of SLA as per terms of the RFP.

### **6.14. Performance Bank Guarantee (PBG)**

The successful Bidder will be required to provide performance bank guarantee (PBG) of value amounting to 5% of the total cost of contract value, in the form of bank guarantee from a scheduled commercial bank in the format as substantially prescribed in **Annexure-XVII**. The PBG should be valid till at least 06 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 RFP Term/s, including non-compliance of applicable statutory provisions including labour laws and any other laws/rules/regulations, by the successful Bidder. Default in successful implementation of the conditions of the contract, may warrant the invoking of PBG, and also if any act of the Vendor/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 RFP Term/s, including non-compliance of applicable statutory provisions etc., shall be final and binding on the successful Bidder.

### **6.15. Period of Validity of Bids**

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

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- The selected Bidder shall be required to enter into a Service level Agreement (SLA) with the Bank, within 7 days of the award of the tender or within such extended period as may be specified by the Bank.
- In exceptional circumstances NHB may solicit the Bidders' consent for extension of the period of validity. Any such request and response thereto shall be made in writing.

### 6.16. Format and Signing of Bids

Each Bid shall be submitted as under:

- It will consist of Minimum Eligibility Criteria, Technical Bid. The above contents will be referred to as "**Technical Proposal**".
- The Original Bids shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the Bids shall put their initials on all pages of the Bids, except for un-amended printed literature.

### 6.17. Sealing and Marking of Bids

- All the envelopes shall be addressed to NHB at the address given below:  
The General Manager  
Department of Supervision  
National Housing Bank  
Core 5A, 3<sup>rd</sup> Floor, India Habitat Centre  
Lodhi Road  
New Delhi - 110003
- All envelopes should indicate on the cover the name and address of Bidder along with contact number.
- The Bidder shall seal the envelopes containing Technical and Commercial proposals separately.
- The envelope should be non-window and separately super scribed as "**Technical Proposal for empanelment of CA firm/ company** ", and post empanelment whenever required "**Commercial Proposal for empanelment of CA firm/ company** ", as applicable.

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- 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.

### **6.18. Deadline for submission of Bids**

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

### **6.19. 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.

### **6.20. Opening of Bids by NHB**

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

**National Housing Bank  
Core 5A, 3rd Floor, India Habitat Centre  
Lodhi Road  
New Delhi - 110003**

- The Bidder name will be announced at the time of Technical Bid opening.

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### **6.21. 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, and no change in the substance of the Bid shall be sought, offered or permitted.

### **6.22. 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.

### **6.23. Proposal Ownership**

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

### **6.24. 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.

### **6.25. Price Composition & Variation**

- The Bidder should clearly furnish the cost matrix strictly as per the structure, if any, provided in the **Annexure IX**. Any deviation may lead to Bid rejection. Also, no options

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should be quoted other than as per the Commercial Bid. Wherever options are given, the Bid is liable to be rejected.

- The commercial offer shall be on a fixed price basis. No price variation relating to cost of consultancy excl. taxes (present and future) will be entertained for any work assigned during the period of contract.
- Only GST will be paid as actual as per statutory revision.
- Date of implementation of project shall be the date of acceptance of the letter of award (Starting Date) or such other date as may be fixed by NHB. The same date shall be considered for renewal of support services etc., if applicable.

### **6.26. Timely availability of Support Services**

The bidder should have proper and adequate support mechanism in place at any office of the bank to provide all necessary support under this project.

### **6.27. Manuals/Drawings**

The Bidder shall provide complete technical and other documentation/s for the services supplied during the period of contract. All the manuals shall be in English and must be clearly indicative of services supplied.

### **6.28. Modification and Withdrawal**

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

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### **6.29. Revelation of Prices**

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

### **6.30. 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.

### **6.31. Contacting NHB or putting outside influence**

Bidders are forbidden to contact NHB or its Vendors 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.

### **6.32. Proposal Content**

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

### **6.33. Banned or Delisted Bidder**

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

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**6.34. Compliance with Laws**

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

**6.35. 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.

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

**6.36. False / Incomplete statement**

Any statement/declaration made by the Bidder, if proved wrong or false or incomplete or such as to withhold any information relevant to the award of the tender, at any stage of the tender/Bid process or in the event of his Bid/tender having been accepted, at any stage of the contract, shall render his/their Bid(s)/tender(s)/contract(s) liable to be cancelled/rescinded, in addition to the followings:

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

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**6.37. Restriction on procurement from a Bidder of a country which shares a land border with India:**

- Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

However, such registration is not required for being eligible under this RFP in case the Bidders are from countries (even if sharing land border with India) to which Government of India has extended lines of credit or in which the Government of India is engaged in development projects, as per the updated list of such countries given on website of Ministry of External Affairs.

- The Bidder shall also submit a certificate as per the format enclosed as **Annexure XVIII**. If such certificate given by the successful Bidder is found to be false, this would be a ground for immediate termination of the contract and for further legal action in accordance with law.
- For the purpose of this clause:

**6.37.1.** "Bidder" (including the term 'tender', 'Vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

**6.37.2.** "Bidder from a country which shares a land border with India" for the purpose of this Order means:-

- (i) An entity incorporated, established or registered in such a country; or
- (ii) A subsidiary or an entity incorporated, established or registered in such a country; or
- (iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (iv) An entity whose beneficial owner is situated in such a country; or
- (v) An Indian (or other) agent of such an entity; or
- (vi) A natural person who is a citizen of such a country; or

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- (vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

**6.37.3.** The beneficial owner for the purpose of 6.37.2.(iv) above will be as under.

- i. In case of company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

“Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company;

“Control” shall include the right to appoint majority of the directors or to control the management or policy decision including by virtue of their shareholding or management rights or shareholders agreement or voting agreement;

- ii. In case of partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person

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exercising ultimate effective control over the trust through a chain of control ownership.

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

### **6.38. Purchase Preference**

- (a) NHB reserves its right to allow Micro and Small Enterprises (MSEs) and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) or Women entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy/ Guidelines. Purchase preference to a MSE and a MSE owned by SC/ST/Women entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to L1 Vendor at the time of evaluation of the price bid.
- (b) NHB reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives relating to Make in India, Start-ups etc.

### **6.39. Pre-Contract Integrity Pact Clause**

A "Pre-Contract Integrity Pact" is required to be signed between NHB and the Bidder. In case sub-contract is permitted, the Pre- Contract Integrity Pact would be required to be signed between NHB, Bidder & the sub-contractor. This is a binding agreement between NHB and Bidders and/or sub-contractors. Under this Pact, the Bidders agree with NHB to carry out the assignment in a specified manner.

Signing of Pre-Contract Integrity Pact by the prospective bidders is a pre-qualification to participate in the bidding process, however, signing of Pre-Contract Integrity Pact does not guarantee awarding of the contract to the bidder. Pre-Contract Integrity Pact is deemed to be a part of the contract to be awarded to the successful bidder. The format of Pre-Contract Integrity Pact will be as per **Annexure - XIV**.

In this regard, NHB has appointed 1. Shri Jojneswar Sharma and 2. Shri Rajendra Srivastava (Name and Addresses of the Monitors to be given) as independent external monitors for the Integrity Pact in consultation with the Central Vigilance Commission.

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The set of sanctions mentioned in the Pre-Contract Integrity Pact shall be enforced for any violation by a Bidder of its commitments or undertakings under the Integrity Pact.

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

### 7. Bids (Technical & Commercial) And Bid Evaluation Methodology

#### 7.1 MINIMUM ELIGIBILITY CRITERIA

- Proposals not complying with the 'Minimum Eligibility criteria' are liable to be rejected and will not be considered for further evaluation.
- The proposal should adhere to the following minimum eligibility criteria:

S.No	Criteria	Documents to be submitted
a)	The Bidder/Applicant firm should be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008.	Certificate of Incorporation (COI) issued by MCA/Registration Certificate +PAN+ governing document (MOA/AOA/Partnership Deed/LLP Agreement
b)	The Bidder/ Applicant firm must be a practicing Chartered Accountant firm having at least ten (10) years of experience in the field of audit/ forensic audit.	Registration certificate from ICAI. As per Annexure-II of RFP and latest Constitution Certificate of Firm with ICAI.
c)	The Bidder should have 4 full-time qualified	As per Annexure -XII of

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	<p>CAs as partners.  <i>*Above partners must be associated with the bidder for a period not less than one year as on 31.03.2026</i></p>	RFP.
d)	<p>The Bidder should have minimum 5 full-time qualified CAs as employees out of which at least 2 (Two) should be having at least 8 years' experience in the field of forensic audit. At least 2 (Two) employees should be well versed with prevalent forensic audit software, should be data experts and should be able to use modern AI tools for forensic audit.  <i>Above employees must be associated with the bidder for a period not less than one year as on 31.03.2026</i></p>	<p>As per Annexure -XII of RFP          Bidder will provide a list of its Employee which include, CA Passing Month, Membership No., Date of Membership, Date of Joining Firm, Designation, No of Year of Experience (Total).</p>
e)	<p>The Applicant firm should have had experience of forensic audit with any regulatory body/ Government agency/ Public Sector Enterprise in the last 5 financial years. During last five years, Bidder should have carried out Forensic audit of at least two SCBs/All India FI/regulatory body/ Government agency/ Public Sector Enterprise, having balance sheet size of more than Rs. 10000 cr as March 31 st of respective financial years</p>	<p>Copy of Work Order.          Confidential Clauses can be masked by the Bidder.</p>
f)	<ul style="list-style-type: none"> <li>The Bidder/Applicant firm or any partner of the firm in discharge of his/ her work has not been subjected to any disciplinary proceeding initiated by</li> </ul>	<p>A signed and stamped self-declaration on letterhead/ affidavit to the effect.</p>

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	<p>ICAI.</p> <ul style="list-style-type: none"> <li>The Bidder/Applicant firm or any partner of the firm has not been blacklisted/debarred by any other regulatory authority/ Court/All IndiaFI/Banks/NFRA/ICAI/IBA/PSU/ Government Department in India during last 5 years and Blacklisting should not be in force.</li> </ul>	
g)	<p>Head office of the Bidder/ Applicant in Delhi/ NCR and an office in Mumbai "Or" A Branch office of the firm in Delhi/ NCR with at least 2 partners stationed in Delhi/ NCR, and an office in Mumbai</p>	<p>Certificate of Incorporation/ Registration Certificate of MCA. Copy of GST Registration Certificate.</p>
h)	<p>The Bidder's/Applicant's Firm should not be owned or controlled by any Director or Employee of NHB and its subsidiaries/associate institutions.</p>	<p>A self-declaration by the bidder on Bidder's letter head</p>
i)	<p>The Bidder should have average turnover/receipts of INR 2 crores in last three financial years from Audit &amp; Advisory/ Consultancy services.</p>	<p>Signed copy of 3CB/CD report of Firm/LLP</p>

3. Conflict of Interest:

- a) The selected Bidder shall not receive any remuneration in connection with the assignment except as provided in the contract.

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- b) The selected Bidder and its affiliates shall not engage in consulting activities that conflict with the interest of the client under the contract. The selected Bidder should provide professional, objective, and impartial advice and at all times hold the bank's interest's paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. It is clarified that the bidder shall not undertake any assignment that would conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the bank.
- c) Without limitation on the generality of the fore-goings, the selected bidder and any of their affiliates and member firms, shall be considered to have conflict of interest and shall not be engaged under any of the circumstances set forth below:
- i Conflict among consulting assignments: selected Bidder (including their personnel) or any of their affiliates and members shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the selected Bidder to be executed for the same or /and any other employer.
  - ii Relationship with the staff: selected Bidder (including their personnel) that have a business or family relationship with a member of NHB's staff who are directly or indirectly involved in any part of (a) the preparation of the RFP or the contract or terms of reference or assignment, (b) the selection process for such assignment / contract, or (c) supervision of such contract; may not be awarded a contract, unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of selected Bidder's work because of resolution of conflict stemming from such relationship in a fair and reasonable manner throughout selection process and execution of the contract.
- d) The bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of the bank, or that may reasonably be perceived as having this effect. The bidders will disclose in their tender details of any circumstances, including personal, financial and business activity that will, or might, give rise to a conflict of interest if they are awarded contract pursuant to RFP.

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e) If Bidder identifies any potential conflict, at any stage of their engagement, they should forthwith inform the Bank and state how they intend/plan to avoid such conflicts.

f) NHB reserves the right to reject any tender which, in NHB's opinion, gives rise, or could potentially give rise to, a conflict of interest.

**7.2 EVALUATION OF TECHNICAL BID:**

a. Criteria and Marks system for the evaluation of the Technical Bids are as under:

Sl. No	Descriptions	Marks	Max. Marks	Document Required
1	<b>No. of years of experience of the Bidder</b>		20	As per Annexure-II of RFP and latest Constitution Certificate of Firm with ICAI.
	<i>10 years</i>	10		
	<i>Above 10 Year and below 20 Year</i>	15		
	<i>Above 20 Year</i>	20		
2	<b>The Bidder/Applicant firm should have at least 5 persons (full time), having relevant qualification, practical experience and expertise in the field of forensic audit.</b>		20	As per Annexure -XII of RFP.
	<i>5-7 numbers of qualified professionals with CA qualification along with practical experience of forensic audit</i>	10		
	<i>7-10 numbers of qualified professionals with CA qualification along with practical experience of forensic audit</i>	15		
	<i>More than 10 numbers of qualified professionals with CA qualification along with practical experience of forensic audit</i>	20		
3	<b>The Bidder should have average turnover/receipts of INR 5 crores in last three financial years from Audit Services.</b>		20	Signed copy of 3CB/CD report of Firm/LLP
	<i>₹5Crore</i>	10		
	<i>Above ₹5Crore and upto ₹10 Crore</i>	15		
	<i>Above 10 Crore</i>	20		
4	<b>The Applicant firm should have had practical experience of forensic audit with any regulatory body/ Government agency/ Public Sector Enterprise in the last 5 years.</b>		20	Copy of Work Order. Confidential Clauses can be masked by the Bidder.

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	<i>2 PSBs/Govt. FIs/PSUs</i>	<i>10</i>		
	<i>Above 2 and upto 5 PSBs/Govt. FIs/PSUs</i>	<i>15</i>		
	<i>Above 5 PSBs/Govt. FIs/PSUs</i>	<i>20</i>		
<b>5</b>	<b>Satisfactory Services Certificate from clients mentioned at Sl.No. 4 above</b>		<b>5</b>	Certificate from the Client on their Letter Head.
	<i>2</i>	<i>3</i>		
	<i>2-5</i>	<i>4</i>		
	<i>Above 5</i>	<i>5</i>		
<b>6</b>	<b>Presentation of Proposed Solution &amp; Deployment of team</b>		<b>15</b>	-
	<b>TOTAL MARKS</b>		<b>100</b>	

- b. The minimum qualification marks for the Technical Bid is 43 out of 85 Marks (excluding presentation component), bidders scoring less than 43 marks will not be invited for presentation.
- c. A presentation before the Technical Evaluation Committee of the Bank is to be made by eligible, shortlisted firm/LLP on the understanding of the key challenges before the Bank, proposed Methodology and Approach to be adopted, time frame for implementation of activities in the Bank and proposed team. The technical capabilities and competence of the firm should be clearly reflected in the presentation. The date and time of the presentations will be notified by the Bank; no changes in the schedule will be entertained thereafter.
- d. The Bidders have to provide documentary proof in support of technical evaluation parameter.
- e. During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted.
- f. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the Bidders to this document and the Bank will not entertain any correspondence in this regard.
- g. The evaluation of the Technical Bid would be as follows:

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- The Highest Technical Marks will be assigned the maximum Technical Score of 100 points.
- Minimum 50% marks in total is required for qualification.
- The Technical Scores of the other Technical Bids will be computed relative to the highest evaluated Technical Bid.
- The Technical Score computing methodology is as follows:

Marks for Technical evaluation + Marks of Presentation = Total Marks for Technical Bid (T)

Technical Score of Bid under Consideration (Minimum 50% marks is required)	$= \frac{100 \times \text{Total Marks for Technical Bid (T)}}{\text{Highest Technical Marks among the firms (T High)}}$
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**7.3. EVALUATION OF FINANCIAL / COMMERCIAL BIDS: (Post empanelment, Whenever Required )**

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

Financial Score of Bid under Consideration	$= \frac{100 \times \text{Lowest Cost Among the (Z Low)}}{\text{Cost under consideration (Z)}}$
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- The Price / Bid amounts shall be arrived at as detailed out in **Annexure-IX - Commercial Bid Format**.

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**7.4. TECHNO COMMERCIAL EVALUATION CRITERIA OF BIDS: (*Post empanelment, Whenever Required*)**

This will be a techno commercial evaluation and accordingly the Technical evaluation will have 70% weightage and Commercial evaluation shall have 30% weightage. These weightages shall be taken into consideration for arriving at the Successful firm. The evaluation methodologies vis-a-vis the weightages are as under:

The fee to be considered for commercial evaluation quote provided by the Bidder (Cost "Z" mentioned in Annexure-IX.

Final score will be calculated for all technically qualified firms using the following formula:

$$FS = (T / T \text{ High} \times 70\%) + (Z \text{ Low} / Z \times 30\%)$$

Or

$$\text{Final Score (FS)} = \text{Technical Score} \times 70\% + \text{Financial Score} \times 30\%$$

- 1) Bank reserves the right to negotiate the price with the finally short listed bidder before awarding the contract. It may be noted that Bank will not entertain any price negotiations with any other bidder, till the Least Price bidder declines to accept the offer.
- 2) In the case of tie between two or more bidders a fresh commercial bid will be called upon from these bidders for evaluation and selection of the Consulting Agency.

**8. Commercial Terms and Conditions (at the time of commercial bid):**

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

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### **8.1 Price**

- a) Minimum price is set to Rs. 1,00,000/- (Rupees One Lakh Only).
- b) The Price quoted by the Bidder should include all type of costs.
- c) The price should be inclusive of all taxes (except GST), duties, levies charges, transportation, insurance, as per Commercial Bid.
- d) The price quoted by the Bidder shall remain firm during the Bidder's performance of the contract i.e., for full contract period (contract period will be defined at the time of floating the commercial proposal) which may be extended, if required, by NHB.
- e) Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- f) Based on the contracted rates, NHB at its discretion may place repeat order/s annually after performance review of the previous year/ assignment.
- g) For any additional requirement, order will be placed at the contracted rate as mentioned in the Commercial Proposal & as per applicable terms of this RFP. Failure in accepting the order will attract terms of penalty & termination of this RFP, at the discretion of NHB.

### **8.2 Payment Terms**

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

- i. The Bank will release payment after deduction of applicable taxes at source.
- ii. Fees shall be paid post successful completion of task assigned based on invoices raised by the selected Bidder.

### **8.3 Payment in case of termination of contract**

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

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### **9. General Terms and Conditions**

- 9.1** The Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures. Failure to furnish all information required in the RFP documents, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information as part of response to this RFP Document may result in rejection of the proposal.
- 9.2** All such amendments as made by NHB to the RFP shall become part and parcel of the RFP and same will be notified on NHB's website. The Bidders are required to have a watch on NHB's website for any such amendment.
- 9.3** Bidders must take into consideration each and every line of this RFP document while preparing technical and commercial proposal for the project. Bidders are requested to get any issue clarified by NHB before submitting the responses/Bids. The Bids submitted should be complete in all respect meeting all deliverables under the project. It will be the sole responsibility of the successful Bidder to deliver each and everything as per the scope of the work during the contracted period. NHB will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right perspective.
- 9.4** NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.
- 9.5** NHB shall be under no obligation to accept the lowest or any other offer/Bid received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. NHB reserves the right to make any changes in the terms and conditions of contract. NHB will not be obliged to meet and have discussions with any Bidder, and or to consider any representations. NHB reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of NHB in this regard is final and no further correspondence in this regard will be entertained.
- 9.6** Although service window has been defined as **9.00am to 9.00pm**, the selected Bidder must provide services beyond the above time in case of urgent requirement of NHB without any extra cost.

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- 9.7 Notwithstanding anything to the contrary contained in the contract, NHB shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if the successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
- 9.8 On faithful and satisfactory execution of assignments under the contract in all respects, the PBG of the successful Bidder will be released by NHB, if not forfeited due to any reason as provided herein, after a period of 90 days after completion/execution of the assignments/contract.
- 9.9 Bidder must deploy manpower having requisite qualification, experience, skill-set etc. for the project/contract.
- 9.10 NHB reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of NHB, the information furnished is incomplete or the Bidder does not qualify for the contract.
- 9.11 The scope of the proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this RFP, on end-to-end solution basis.
- 9.12 The Commercial and Technical Bids will have to be signed on all pages of the Bid by the authorized signatory. Unsigned Bids would be treated as incomplete and would be rejected.
- 9.13 By submitting proposal/bid, the Bidder agrees to promptly execute contract with NHB for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract/service level agreement with NHB, will relieve NHB of any obligation to the Bidder, and a different Bidder may be selected.
- 9.14 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.
- 9.15 Removal and/or Replacement of Personnel**
- a) If, for any reason beyond the reasonable control of the Vendor, it becomes necessary to replace any of the Key Personnel (personnel according to NHB engaged for key

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assignments under the contract by the Vendor), the Vendor shall forthwith provide as a replacement a person of equivalent or better qualifications and skills. In case of a critical vacancy, the Vendor shall provide a temporary resource for not more than 2 months. The temporary resource shall be of equivalent qualifications and shall be paid not more than 90% of the agreed rate of the personnel being replaced.

- b) If NHB finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Vendor shall, at NHB's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to NHB.
- c) For any of the Personnel provided as a replacement under Clauses (i) and (ii) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Vendor may wish to claim as a result of such replacement, shall be subject to the prior written approval by NHB. Except as NHB may otherwise agree, (i) the Vendor shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

### **9.16 Acceptance of Work Order/Letter of Award**

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

### **9.17 Definitive Agreement**

The successful Bidder will sign service level agreement (SLA) substantially in the format as provided in **Annexure XV** and the Confidentiality cum Non-Disclosure Agreement (NDA) in **Annexure XVI** with NHB within 15 days of the letter of award (LoA) or within such extended period as may be decided by NHB. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement/s as a result of this RFP process shall be borne by successful Bidder. Copy of Board resolution or power of attorney, wherever applicable,

## **Request for Proposal: Empanelment of CA firm/ company for special/ forensic audit of Housing Finance Companies: National Housing Bank**

showing that the signatory has been duly authorized to sign the acceptance letter, contract and non-disclosure agreement, should be submitted.

### **9.18 Taxes**

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

### **9.19 Liquidated Damages**

If the selected bidder fails to complete the due performance of the contract in accordance with agreed specifications and conditions to the satisfaction of NHB or abandons the project/contract without completing the same as per the agreed terms, NHB reserves the right to recover damages maximum of Bank Guarantee Value for non-performances/delayed performance as and by way of liquidated damages, but not as penalty. It is clarified that the liquidated damages shall be over and above the penalty, if any.

### **9.20 Use of Contract Documents and Information**

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

### **9.21 Assignment**

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

### **9.22 Duration of Contract**

The contract will be valid till **2 years renewed annually subject to satisfactory performance review ( may be extended for further one year period as per discretion of the Bank)** from the date of the work order/letter of award.

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### **9.23 Code of Integrity for Public Procurement:**

The bidders should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. The format of the declaration and the Code of Integrity for Public Procurement are enclosed as **Annexure- XIX-**. In case of any transgression of this code, the bidder is not only liable to be removed from the list of empanelment, but it/he would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

### **9.24 Debarment/Blacklisting:**

Bidder(s) will be debarred/blacklisted, if the bidder breaches the Code of Integrity for Public Procurement. Bidder can also be debarred for any other actions or omissions by the bidder, which in the opinion of NHB, warrants debarment, for the reasons like breach of the provisions of Pre-Contract Integrity Pact, supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide the declarations etc.

## **Annexures**

**Request for Proposal: Empanelment of CA firm/ company for special/ forensic audit of Housing Finance Companies: National Housing Bank**

**Annexure - I**

**Bidder Information**

Please provide following information about the Bidder (Attach separate sheet if required): -

<b>S. No.</b>	<b>Information</b>	<b>Particulars / Response</b>
1.	Name of the Bidder	
2.	Date of Incorporation	
3.	Type of the Entity/Bidder [Govt/PSU/Public Ltd. / Private Ltd./ LLP/ Partnership/proprietary]	
4.	Registration No. and date of registration MOA/AOA/Partnership Deed/LLP Agreement. Registration Certificate to be enclosed	
5.	Address of Registered Office with contact numbers [phone /fax]	
6.	PAN No	
7.	<b>Contact Details of Bidder authorized to make commitments to NHB</b>	
	a. Name	
	b. Designation	
	c. FAX No	
	d. Mail ID	
	e. Bidder Head Office and Addresses Contact Person(s) Phone: Fax: E-mail: Website:  Delhi-NCR Office Address: Contact Person(s) Phone: Fax: E-mail: Website:	

**Request for Proposal: Empanelment of CA firm/ company for special/ forensic audit of Housing Finance Companies: National Housing Bank**

8.	Provide the range of goods/services /options offered by Bidder with description:	Yes / No / Comments (if option is 'No')		
9.		Any pending or past litigation (within three years)? If yes, please give details.  Also mention the details of claims and complaints received in the last three years (About the Bidder / Services provided by the Bidder).		
10.		Year	Turnover	Net Profit/Loss (-)

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

**Authorized Signatories**

**(Name & Designation, seal of the Bidder)**

**Date:**

**Request for Proposal: Empanelment of CA firm/ company for special/ forensic audit of Housing Finance Companies: National Housing Bank**

**Annexure - II**

**Bidder Experience Details**

1.	Bidder's experience in the field of Audit & Forensic Audit (in years)			
	a) Experience in India			
	b) Global experience			
2.	Details of service/supply contracts on _____ executed with Regulatory Body/Govt. Agency/Public Sector Enterprise.			
3.		Name of the customer & Contact information	Active/Expired	Contract Period (From to To Date)
4.	Project 1			
5.	Project 2			
6.	Project 3			
7.	Total number of service contracts executed.			
8.	Service Parameters			
9.	No. of qualified personnel employed			
	Details of qualification certificate and membership etc.			
10.	Number of operating offices in India			
11.	Details of Reference client's Sites			
	Reference site 1			
	Reference site 2			

**Request for Proposal: Empanelment of CA firm/ company for special/ forensic audit of Housing Finance Companies: National Housing Bank**

12.	Operating Office in NCR.	
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Authorized Signatories

(Name & Designation, seal of the Bidder)

Date:

**Request for Proposal: Empanelment of CA firm/ company for special/ forensic audit of Housing Finance Companies: National Housing Bank**

**Annexure - III**

**COMPLIANCE STATEMENT DECLARATION**

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

**Authorized Signatories**

**(Name & Designation, seal of the Bidder)**

**Date:**

**Request for Proposal: Empanelment of CA firm/ company for special/ forensic audit of Housing Finance Companies: National Housing Bank**

**Annexure -V**

**Minimum Eligibility**

Following format has to be filled by the Bidder and has to be submitted in a separate envelope along with softcopy and relevant documentary proof.

S.No.	Basic Requirements	Proposed	Document Required

**Authorized Signatories**  
**(Name & Designation, seal of the bidder)**  
**Date:**

**Request for Proposal: Empanelment of CA firm/ company for special/ forensic audit of Housing Finance Companies: National Housing Bank**

Annexure - VI-A

Technical Bid Covering Letter

Date :

To  
The \_\_\_\_\_  
National Housing Bank,  
\_\_\_\_\_ Department  
Head Office  
Core 5-A, \_\_\_\_ Floor, India Habitat Centre, Lodhi Road,  
New Delhi - 110003

Dear Sir,

**Technical Bid - \_\_\_\_\_ Service**

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

We also enclose masked Commercial Bid.

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

Dated at \_\_\_\_\_ / \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Yours faithfully,

**For**

**Signature**

**Name:**

**Address:**

**(Authorised Signatory)**

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**Request for Proposal: Empanelment of CA firm/ company for special/ forensic audit of Housing Finance Companies: National Housing Bank**

**Annexure - VI-B**

**Declaration Regarding Clean Track Record**

(To be Submitted along with Technical Bid on Bidder's letter head)

Date :

To

The \_\_\_\_\_

National Housing Bank,

\_\_\_\_\_ Department

Head Office

Core 5-A, \_\_\_\_ Floor, India Habitat Centre, Lodhi Road,

New Delhi - 110003

Dear Sir,

**Declaration Regarding Clean Track Record**

RFP No : \_\_\_\_\_ dated \_\_\_\_\_

I/We have carefully gone through the Terms & Conditions contained in the RFP No. \_\_\_\_\_ dated \_\_\_\_\_. We hereby declare that our firm or any partner of the firm in discharge of his/her work has not been debarred/ blacklisted by any Government, Quasi Government agencies, Statutory Body, Autonomous Body, Regulatory Body, court, All India FI, NFRA, ICAI, IBA, PSUs or PSBs and its subsidiaries. We further declare that, our firm or any partner of the firm in discharge of his/her work has not been subjected to any disciplinary proceeding by ICAI.

2. I/ We certify/ undertake that we shall not indulge ourselves or allow other personnel working/ deployed in National Housing Bank (NHB), to indulge in fraudulent activities and in case of an act of fraud/ suspected fraud comes into our notice, we will immediately inform / apprise your organization about the same. We acknowledge that concealment of facts regarding our involvement in fraudulent activities in connection with the business transaction(s) with NHB is liable to be treated as an offence.

3. I further certify that I am competent officer in my company/organisation to make this

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**Request for Proposal: Empanelment of CA firm/ company for special/ forensic audit of Housing Finance Companies: National Housing Bank**

declaration that our bid is binding on us.

Thanking you,

**Yours Sincerely**

**For**

**Signature**

**Name:**

**Address:**

**(Authorised Signatory)**

**Request for Proposal: Empanelment of CA firm/ company for special/ forensic audit of Housing Finance Companies: National Housing Bank**

**Annexure -VII**

**Technical Bid Format**

Bidder response to the Technical Bid of this RFP document must be provided as detailed in chapter \_\_\_\_\_. Any extra information may be provided as separate section at the end of Technical Bid document. Technical Bid should be submitted with covering letter.

- 1. Details as detailed under Chapter \_\_\_\_\_.**
- 2. Technical Proposal Covering Letter (as per Annexure -VI-A)**
- 3. Declaration Regarding Clean Track Record (as per Annexure VI-B)**

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

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**Annexure -VIII**

**Commercial Bid Covering Letter**

The \_\_\_\_\_  
National Housing Bank,  
\_\_\_\_\_ Department  
Head Office  
Core 5-A, \_\_\_\_\_ Floor, India Habitat Centre, Lodhi Road,  
New Delhi - 110003

Dear Sir,

**Commercial Bid - \_\_\_\_\_ Service**

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your Request for Proposal [\_\_\_\_\_ Insert RFP Number] dated [\_\_\_\_\_], and our Proposals (Technical and Commercial Proposals). The Total fee is inclusive of all taxes, duties, charges and levies (as applicable and payable under the local laws) and out of pocket expenses that we might incur and there will be no additional charges.

Our Commercial Proposal shall be binding upon us, subject to the modifications resulting from contract discussions, up to expiration of the validity period of the Proposal i.e. \_\_\_\_\_ up to \_\_\_\_\_[date].

Yours faithfully,  
**For .....**

**Signature**

**Name**  
**Address**

**(Authorised Signatory)**  
Date:

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**Request for Proposal: Empanelment of CA firm/ company for special/ forensic audit of Housing Finance Companies: National Housing Bank**

**Annexure -IX**

**Commercial Bid Format**

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


Bidders are requested to note the following:

- All the details must be provided as per format. Incomplete formats will result in rejection of the proposal.
- Masked commercial Bids must be given with technical Bid. All the pages of commercial Bids must be sealed and signed by authorized signatory.
- All the quoted costs must include all applicable taxes, charges and other levies.
- Bidder must submit soft copy of complete commercial Bid inside the sealed envelope meant for 'Commercial Proposal'.
- All the rates must be quoted in INR.
- The prices in any form or by any reasons should not be disclosed in the technical or other parts of the Bid except in the commercial Bid. Failure to do so will make the Bid liable to be rejected.
- The commercials quoted in the commercial Bid are valid for six months from the date of opening of commercial Bids.

**Authorized Signatories**

**(Name & Designation, seal of the bidder)**

**Date:**

**Request for Proposal: Empanelment of CA firm/ company for special/ forensic audit of Housing Finance Companies: National Housing Bank**

**Annexure - X**

[To be submitted along with Technical Bid]

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

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

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

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

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

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

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

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

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

**3. Particulars of Bank Account**

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

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

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

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

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

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

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

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

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

I/We hereby declare that the particular given above are correct and complete. If the transaction is delayed or not effected at all by ECS for reasons of incomplete or incorrect information, I/we would not hold National Housing Bank responsible. I also undertake to advise any change in the

**Request for Proposal: Empanelment of CA firm/ company for special/ forensic audit of Housing Finance Companies: National Housing Bank**

particulars of my account to facilitate updation of records for purpose of credit of amount through RTGS/NEFT.

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

Place:

Date:

Authorized Signatory/ies

---

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

Bank's Stamp:

Date:

Signature of the Authorized Official of the bank

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**Annexure XI**

**Letter of Competence Format**

[To be submitted along with Technical Bid]

[To be executed on a non- judicial stamp paper]

Letter of Competence for Quoting against NHB's RFP No. / .....

This is to certify that we \_\_\_\_\_ [Insert name of Bidder],  
Address \_\_\_\_\_ are fully competent to undertake and successfully deliver the scope of services mentioned in the above RFP. This proposal is being made after fully understanding the objectives of the project and requirements like experience, skills etc.

We certify that the quality and number of resources to be deployed by us for the purpose will be adequate to meet the requirement and provide the services professionally and competently.

We also certify that all the information given by in response to this RFP is true and correct.

**Authorized Signatories**

**(Name & Designation, seal of the bidder)**

**Date:**

**Request for Proposal: Empanelment of CA firm/ company for special/ forensic audit of Housing Finance Companies: National Housing Bank**

**Annexure XII**

**Curriculum Vitae (CV) of Key Personnel**

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

Format

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

2) Resource Name:

3) Nationality:

4) Date of Birth

5) Educational Qualifications:

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

6) **Certifications and Trainings attended:**

7) No. of years" of experience

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

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

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

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

11) **Membership of Professional Associations:**

12) **Employment Record** [Starting with present position and last 2 firms, list in reverse



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**Annexure XIII**

**Resolution Matrix**

[To be submitted along with Technical Bid, if required depending upon the nature of the assignment]

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

Situation	Expected response of Audit Firm
<b>Immediate requirement:</b> Requirement within a day	1st call response immediate <ul style="list-style-type: none"> <li>• Our Resources at your site as soon as possible.</li> <li>• Continuous effort on a 24x7 basis</li> <li>• Notification of Our Senior Executives</li> </ul> Name/names & Contact Details of the Person/Persons to be contacted:
<b>Critical requirement:</b> Requirement within 5 days	First call response within 4 hours <ul style="list-style-type: none"> <li>• Our Resources at Your site as required.</li> <li>• Continuous effort on a 24x7 basis</li> <li>• Notification of Our Senior Managers</li> </ul> Name/Names & Contact Details of the Person/Persons to be contacted:
<b>Moderate requirement:</b> Requirement within 5 days	First call response within a day <ul style="list-style-type: none"> <li>• Effort during Business Hours</li> </ul> Name/Names & Contact Details of the Person/Persons to be contacted:

**Authorized Signatories**

(Name & Designation, seal of the bidder)

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**Request for Proposal: Empanelment of CA firm/ company for special/ forensic audit of Housing Finance Companies: National Housing Bank**

Date:

Annexure XIV

RFP No.

Date of Issue of RFP:

**Pre Contract Integrity Pact**

**(To be obtained depending on the threshold fixed)**

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

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

**AND**

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

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

**WHEREAS** NHB proposes to procure \_\_\_\_\_ (name of the items/services) as mentioned in the RFP No. \_\_\_\_\_ (“RFP”) and the Bidder is willing to offer/has offered \_\_\_\_\_ (name of the items/services) as desired by NHB in terms of the RFP;

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

**WHEREAS** to avoid all forms of corruption by following a system that is fair, transparent

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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.

**WHEREAS** the Parties are required to execute this Integrity Pact as a prequalification for the Bidder to participate in the bidding process;

**AND WHEREAS** the Parties 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

## **Request for Proposal: Empanelment of CA firm/ company for special/ forensic audit of Housing Finance Companies: National Housing Bank**

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 efficiently and effectively the goods/advice/services to NHB under the contract in terms of the RFP.
- 3.3** The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- (a) The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other 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. In case of Foreign Bidder, it shall disclose name and address of its agents and representatives in

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India.

- (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 and shall not commit any offence under Prevention of Corruption Act, 1988 and Bharatiya Nyaya Sanhita 2023. 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 2 of the Companies Act 2013.
- (m) The Bidder shall not lend to or borrow any money from or enter into any

**Request for Proposal: Empanelment of CA firm/ company for special/ forensic audit of Housing Finance Companies: National Housing Bank**

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

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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 (Vendors, 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-Vendors), 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-Vendors, if permitted, 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-Vendor, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

In case of a joint venture, all partners of the joint venture shall sign this Integrity Pact.

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### **4. Previous Transgression**

- 4.1** The Bidder declares that no previous transgression occurred in the last 3 (three) years reckoned backward from the date of submission of bid, 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. The transgression(s) for which cognizance was taken even before the said period of 3 (three) years, but are pending conclusion shall also be reported by the bidder to NHB. Further, the Bidder shall disclose immediately instances of transgression, if any, that may have occurred and taken cognizance of elsewhere and of which the Bidder has come to know, during the execution of the contract .
- 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 Laws, 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

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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 pre-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.

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- (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 three years 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 also be entitled to take all or any of the actions mentioned at para 9.1(i) to (x) of this Integrity Pact on 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 under the Bharatiya Nyaya Sanhita, 2023 or Prevention of 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 goods/product/systems or subsystems/ services 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 goods/product/systems/services 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.

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**11. Disqualification & Forfeiture of 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.
  
- (c) After selection of the successful Bidder and/or during execution of the contract, any breach/violation by the successful Bidder of this Integrity Pact under clause (a) above shall entail forfeiture of performance bond/Performance Bank Guarantee (PBG).
  
- (d) It is agreed that the decision of NHB regarding forfeiture of performance bonds/ PBG shall be final and binding.

**12. Independent External Monitors:**

- 12.1 NHB has appointed Shri \_\_\_\_\_ and Shri\_\_\_\_\_ (Name and Addresses of the Monitors to be given) as independent external monitors (hereinafter referred to as "the Monitors") for this Integrity Pact in consultation with the Central Vigilance Commission.
- 12.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- 12.3 The Monitors shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.
- 12.4 Both the Parties accept that the Monitors have the right to access all the documents relating to the project procurement including minutes of meeting.
- 12.5 As soon as the Monitor notices or has reason to believe a violation of this Integrity Pact, he will so inform the Authority designated by NHB.
- 12.6 The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of NHB including that provided by the Bidder. The Bidder will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is

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applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents (s) of the Bidder/sub-contractor with confidentiality.

- 12.7** NHB will provide to the Monitor sufficient information about all meetings among the Parties related to the project provided such meeting could have an impact on the contractual relations between the Parties. The Parties will offer to the Monitor the option to participate in such meeting.
- 12.8** The Monitor will submit a written report to the designated Authority of NHB within 8 to 10 weeks from the date of reference or intimation to him by NHB/Bidder and, should the occasion arise, submit proposals for correcting problematic situations.
- 12.9** In the event of any dispute between NHB and the Bidder, the same will be first referred to the panel of IEMs with the consent of both the parties for mediation, and the IEMs will try to resolve the dispute in a time bound manner. The fee and expenses incurred for holding meetings of IEMs for dispute resolution shall be shared equally by NHB and the Bidder. In case, the dispute remains unsolved even after mediation by the panel of IEMs, NHB may take further action as per the terms and conditions of the contract.

**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. Part of the Contract:**

This Integrity Pact shall form a part of the contract to be executed between NHB & the successful Bidder.

**15. 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.

**16. Other Legal Action:**

The actions stipulated in this Integrity Pact are without prejudice to any other legal

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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.

**17. Validity:**

**17.1** 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.

**17.2** 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><b>For National Housing Bank</b></p> <p><b>(Authorised Signatory)</b></p> <p><b>Place:</b> <b>Date:</b></p> <p><u><b>Witness</b></u> 1. _____ _____ <b>(Name &amp; Address)</b> 2. _____ _____ <b>(Name &amp; Address)</b></p>	<p><b>For Bidder</b></p> <p><b>(Authorised Signatory)</b></p> <p><b>Place:</b> <b>Date:</b></p> <p><u><b>Witness</b></u> 1. _____ _____ <b>(Name &amp; Address)</b> 2. _____ _____ <b>(Name &amp; Address)</b></p>
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*(\* 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.)*

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**Annexure XV**

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

**Service Level Agreement**

THIS SERVICE LEVEL AGREEMENT (hereinafter referred to "this **Agreement**") is made on this \_\_\_\_\_ day of the month of \_\_\_\_\_, 201\_, by and between,

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

\_\_\_\_\_, a company registered under the Companies Act, 1956, 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 \_\_\_\_\_, as detailed in the Request for Proposal no. \_\_\_\_\_ on \_\_\_\_\_ (date) (including Corrigendum/Clarification, if any, issued) (hereinafter collectively referred to the "**RFP** (attached hereto as **Appendix- I**)).
- (B) The Vendor has been selected through open tendering process by way of floating the RFP by NHB followed by evaluation of Technical & Commercial Bids of the Bidders and accordingly the letter of award no. \_\_\_\_\_ dated \_\_\_\_\_ ("**LoA**") (attached hereto as **Appendix- II**) has been issued by NHB to the Vendor;
- (C) The Vendor has accepted and agreed to provide the Services in accordance with terms and conditions of RFP and the LoA.

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- (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;
- (d) "Deliverables" means and includes the major deliverables as specified in Clause \_\_\_\_\_ of the RFP.
- (d) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- (e) "Personnel" means persons hired/to be hired by the 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 \_\_\_\_\_ of the RFP.
- (h) "Third Party" means any person or entity other than NHB and the Vendor.

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## **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 \_\_\_\_\_.

### **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 \_\_\_\_\_ (“Term”) starting from \_\_\_\_\_ by the Vendor unless the period is extended in accordance with this Agreement.

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### **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:

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**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 Delhi 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.

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**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.

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### **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.

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- (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

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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

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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

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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 by 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

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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)

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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 statues/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**

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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.

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**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.

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### **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

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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

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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

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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

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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 New Delhi.

**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)

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**Annexure XVI**

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

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

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

WHEREAS the Vendor & NHB would be having discussions and negotiations concerning \_\_\_\_\_ ("Purpose") between them as per the Service Level Agreement dated ..... (hereinafter referred to as "SLA"). In the course of such discussions & negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential & proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information ( as defined below) is referred to as "the **Disclosing Party**" & will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as "the **Recipient/Receiving Party**", and will include its affiliates & subsidiaries and its personnel.

Now this Agreement witnesseth:-

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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

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- (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 3<sup>rd</sup> party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.
4. **Limit on Obligations:** The obligations of the Recipient/ Receiving Party specified in clause 3 above shall not apply and the Recipient/ Receiving Party shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary information :
- a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient/ Receiving Party;
  - b) is in the Recipient's/ Receiving Party's possession at the time of disclosure otherwise than as a result of the Recipient's/ Receiving Party's breach of an obligation of confidentiality owed to the Disclosing Party;

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- 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 party or with the consent of the other party, destroy the Proprietary Information of the other party. Provided however, the Receiving Party shall retain copies if it is required to be retained for compliance with its statutory, regulatory, internal policy or professional obligations.
6. **Communications:** Written communications requesting transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

NATIONAL HOUSING BANK

\_\_\_\_\_  
(Vendor)

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7. Term: The obligation pursuant to clause 2 and 3 (Confidentiality & Non-Disclosure of Proprietary Information) will survive for a period of \_\_\_\_\_ years from the termination of the SLA.
8. The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach by one party, the other party shall be entitled to appropriate remedy, which may be available under law.
9. Notwithstanding anything stated in this Agreement, any report/finding/document delivered/submitted by the Vendor 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 Vendor is required for the same. Such report/finding/document delivered/ submitted by the Vendor 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.

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

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

**FOR \_\_\_\_\_**

**FOR NATIONAL HOUSING BANK**

Authorized Signatory

Authorized Signatory

Name:

Name:

Designation:

Designation:

Place:

Place:

Date:

Date:

WITNESSES:

1.

2.

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**Annexure XVII**

**(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 Vendor", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees), a contract to provide \_\_\_\_\_ on terms and conditions set out in the Request for Proposal dated \_\_\_\_\_ ("the RFP") and the Service Level Agreement dated \_\_\_\_\_ ("the SLA") (hereinafter the RFP and the SLA are together referred to as "the Contract"), and the Vendor 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 Vendor 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 Vendor by reason of any breach by the said Vendor of any of the terms and conditions of the said Contract including non-execution of the Contract at any time till \_\_\_\_\_ (day / month/ year). Any such demand made by NHB on the Bank shall be conclusive and binding, absolute and unequivocal not withstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority by and between the Vendor 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.

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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 Vendor. 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 Vendor 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 Vendor 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 Vendor 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 Vendor's liabilities.

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

Notwithstanding anything contained herein:

(a) our liability under this bank guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ in words);

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(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\_\_\_.

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**Annexure XVIII**

**CERTIFICATE**

I have read the Clause 8.38 of this RFP regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that << **name of the Bidder** >> is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached.]

**Authorized Signatories**

**(Name & Designation, seal of the bidder)**

**Date:**

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**Annexure- XIX**

**Format for declaration by the Bidder for Code of Integrity for Public Procurement**

Date: \_\_\_\_\_

To,  
(Name of the Officer)  
(Designation of the Officer)  
National Housing Bank (“Procuring Entity”)  
(Address of NHB)

Sir,

With reference to your Request for Proposal (RFP) No. \_\_\_\_\_ dated \_\_\_\_\_, I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement appended hereto.

I/ We undertake that we shall be liable for any punitive action in case of transgression/ contravention of this code.

Thanking you,

Yours sincerely,

Signature

Confidential

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(Name of the Authorized Signatory and Seal)

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**(Appendix to the Declaration relating to Code of Integrity for Public Procurement)**

**Code of Integrity for Public Procurement**

1. The Procuring authorities as well as bidders, suppliers, contractors and Vendors should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

(i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

(ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

(iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

(iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(v) **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of

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Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and

(vi) “**Obstructive practice**”: materially impede the Procuring Entity’s investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity’s rights of audit or access to information;

### **2. Obligations for Proactive disclosures**

i) The Procuring authorities as well as bidders, suppliers, contractors and Vendors, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;

iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the Procuring Entity. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.

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### **3. Punitive Provisions**

Without prejudice to and in addition to the rights of the Procuring Entity to other penal provisions as per the bid documents or contract, if the Procuring Entity comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Procuring Entity may take appropriate measures including one or more of the following:

- (i) If his/its bids are under consideration in any procurement:
  - (a) Forfeiture or encashment of bid security;
  - (b) Calling off of any pre-contract negotiations; and
  - (c) Rejection and exclusion of the bidder from the procurement process.
  
- (ii) If a contract has already been awarded:
  - (a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
  - (b) Forfeiture or encashment of any other security or bond relating to the procurement;
  - (c) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate.
  
- (iii) Provisions in addition to above:
  - (a) Removal from the list of empanelled/registered suppliers and banning/debarment of the bidder from participation in future procurements of the Procuring Entity for a period not less than one year;
  - (b) In case of anti-competitive practices, information for further processing may be filed with the Competition Commission of India;
  - (c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

**(signature and seal)**