

EXPRESSION OF INTEREST
for the
Empanelment of Broker(s) for NHB Term Deposit Scheme
National Housing Bank

EOI Reference No: HO/SDD/DOC/2026/00037

Head Office

Sectoral Development Department
Head Office,
National Housing Bank
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,
New Delhi – 110 003

Disclaimer

This Expression of Interest (EOI) is not an offer by the Bank, but an invitation to receive response from eligible interested bidders for engagement of broker for NHB Term Deposit Scheme. No contractual obligation whatsoever shall arise from the EOI process unless and until a formal contract is signed and executed by the Bank with the bidders. This document should be read in its entirety.

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APPLICATION NOTICE

The National Housing Bank (Hereinafter referred to as Bank), is a statutory body under Government of India, established under National Housing Bank Act, 1987 ("the Act"). Bank invites Applications from eligible Licensed Broker companies/LLP operating on pan -India basis, who can be engaged by NHB to assist in mobilising Term Deposits from eligible institutional, corporate and other permitted non-individual depositors (as per the NHB Term Deposit Scheme) for meeting NHB's resource mobilisation requirements.

The "Expression Of Interest" (EOI) for the empanelment of Brokers for NHB Term Deposit Scheme is available on Bank's website <http://www.nhb.org.in> and can be referred to/downloaded by the interested Bidders.

The Scope of Work of the Broker and services expected to be provided are mentioned below. Only those brokers who fulfil the minimum eligibility criteria are eligible to participate in this empanelment process. Applications made strictly as per provisions of the EOI document should be submitted.

SCOPE OF WORK

The Empaneled Deposit Broker(s) shall assist NHB in mobilising Term Deposits from eligible institutional, corporate and other permitted depositors for meeting NHB's resource mobilisation requirements. The Broker shall identify and approach prospective depositors, disseminate information regarding NHB's Term Deposit Scheme and prevailing rates, facilitate submission of duly completed applications and requisite documents, and coordinate with the prospective depositors and NHB for completion of the deposit placement process. The Broker shall ensure that all activities undertaken in connection with mobilisation of deposits are in accordance with the applicable regulatory framework, NHB's approved policies, terms and conditions of the Term Deposit Scheme and instructions issued by NHB from time to time. The Broker shall provide the services on a Pan-India basis and have adequate infrastructure and resources to ensure timely service delivery across India.

The Broker shall not accept or hold deposit funds on behalf of NHB, make any commitment or representation on behalf of NHB beyond the information formally provided by NHB, or exercise any authority in relation to acceptance, renewal, premature closure or repayment of deposits. The empanelment shall be on a non-exclusive basis and shall not create any obligation on NHB to accept deposits sourced through the Broker or to provide any minimum volume of business.

The Scope of work shall include:

1. **Identification of Depositors:** Identify and approach eligible prospective depositors for placement of Term Deposits with NHB.
2. **Dissemination of Information:** Provide prospective depositors with information relating to NHB's Term Deposit Scheme, including prevailing interest rates, tenure and other applicable terms and conditions, as formally communicated by NHB. It should provide only such information as has been officially communicated or authorised by NHB.
3. **Facilitation of Applications:** Facilitate submission of applications and supporting documents by prospective depositors.
4. Ensure that documents/information received from prospective depositors are complete and forwarded to NHB promptly.
5. **Co-ordination:** Coordinate with NHB and the depositor for completion of the deposit placement process.
6. Follow all applicable regulatory, KYC/AML, confidentiality and data protection requirements.
7. Maintain proper records of deposit mobilisation undertaken through its agency.
8. Provide periodic statements/reports to NHB regarding leads generated, deposits mobilised and other information as required.
9. Follow up with depositors regarding renewal/maturity instructions, wherever

required, without exercising any authority over the deposit.

10. **Regulatory Compliance:** Ensure that all activities undertaken for mobilisation of deposits are in accordance with the applicable regulatory framework, NHB's approved policies, terms and conditions of the Term Deposit Scheme and instructions issued by NHB from time to time.
11. **No Handling of Funds:** The Broker shall not accept, collect, receive or hold any deposit funds on behalf of NHB.
12. **No Unauthorized Representation:** The Broker shall not make any commitment, assurance or representation on behalf of NHB beyond the information and terms formally provided/approved by NHB.
13. **No Decision-Making Authority:** The Broker shall have no authority in relation to the acceptance, renewal, premature closure, repayment or any other decision concerning Term Deposits.
14. **Non-Exclusive Empanelment:** The empanelment shall be on a non-exclusive basis, and NHB may engage one or more Deposit Brokers at its discretion.
15. **No Minimum Business Obligation:** Empanelment shall not create any obligation on NHB to accept deposits sourced through the Broker or to provide any minimum volume or quantum of business.
16. **Follow Instructions of NHB:** The Broker shall comply with all operational guidelines, instructions and directions issued by NHB from time to time in connection with mobilisation and placement of Term Deposits.
17. **Tracking and Customer Support**
Immediately inform NHB of any complaint, dispute, regulatory issue or material communication received from a depositor concerning NHB's Term Deposit Scheme.

Submission of Application:

The Application Money of ₹10,000/- + 18% GST = ₹11800/- (Non- Refundable) shall be by way of an e-payment in favour of National Housing Bank.

The Accounts details are given below:

S.No	Type	Particulars
1	Beneficiary Name	National Housing Bank
2	Beneficiary Address	Core 5A, 4th Floor, India Habitat Centre, Lodhi Road, New Delhi 110 003
3	Beneficiary Bank Name	State Bank of India
4	Beneficiary Bank Branch Address	Pragati Vihar Delhi Branch, Ground Floor, Core 6, Scope Complex, Lodhi Road, New Delhi - 110003
5	Type of Bank Account	Current account
6	Beneficiary Bank A/C No	52142903844
7	IFCS code of Bank branch	SBIN0020511
8	MICR No	110004005

The proof of the payment should be enclosed/furnished along with the application; in the absence of which the Bid may not be considered for further evaluation.

In the event of the applicant not being considered for empanelment by NHB even after scoring the minimum specified score in the technical evaluation, the application money shall be refunded to such applicants.

CONTACT INFORMATION FOR TENDER PROCESS

Sh. Vivekananda Hembram Regional Manager, Sectoral Development Department National Housing Bank Core 5A, India Habitat Centre, Lodhi Road, New Delhi-110003 E-mail: vivekanand.hembram@nhb.org.in Phone No.011-39187177	Mr. Aditya Sharma, Deputy General Manager, Sectoral Development Department National Housing Bank Core 5A, India Habitat Centre, Lodhi Road, New Delhi-110003 E-mail: aditya.sharma@nhb.org.in Phone No.011-39187060
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Empanelment Process

The Empanelment process shall initiate from publication of this notification on NHB's website. Interested applicants are expected to thoroughly go through the document and seek any clarifications required. All communications in this regard have to invariably happen through email (mentioned in **CONTACT DETAILS** Section).

No other form of enquiry, telephonic or otherwise shall be entertained. On receipt of all queries, NHB, based on its own understanding, shall respond to queries which are deemed to be of material nature. All such clarifications will be made available on the website of NHB. on the Clarification Publication Date as mentioned in table below. A format of application form is enclosed with this notification.

Application Submission Procedure

Submission of Applications form with supporting documents will be Offline only. The eligible Brokers ("Applicants") can send their application only through post.

The Applications placed by the Applicants are confidential and will be opened by the authorized NHB officials. No other person can gain access to the information regarding the Applications, which is confidential and encrypted in nature.

Evaluation of Application

Applications shall be evaluated against "Minimum Eligibility Criteria" (MEC) as has been mentioned in this document. Any application found not to be qualifying in this criteria or found to be incomplete in any manner, shall be summarily rejected.

Applications qualified up to this stage (MEC), shall further be evaluated and scored based on the requirement and metrics decided by NHB. Based on requirement of NHB, a cut-off (threshold score) shall be arrived at. All interested, eligible and qualified applicants whose score shall be equal to or more than the minimum threshold score shall be considered for empanelment with NHB for the Term Deposit Scheme. Successful applicants shall be intimated by letter/ email and through publication on NHB Website.

Non-Disclosure Agreement (NDA) and Service Level Agreement (SLA) Clause:

Empaneled applicants must sign a non-disclosure agreement (NDA) and service level agreement (SLA) with the National Housing Bank (NHB), as per the format specified by NHB.

GENERAL EOI DETAILS

Application for	Empanelment of Broker for NHB Term Deposit Scheme
EOI Reference No.	<i>HO/SDD/DOC/2026/00037</i>
EOI Document Cost	₹ NIL
EMD Amount	Not Applicable
Application Money	₹10,000/- + 18% GST
Date of Issuance of EOI	10/09/2026
Last date for Seeking Clarification of NHB	14/09/2026 at 17:00 Hrs
Clarification Publication Date	16/09/2026 at 17:00 Hrs
Last Date and Time for Application Submission	18/09/2026 at 17:00 Hrs
Address for Submission of original document.	Interested applicants must submit an original empanelment form to: <i>National Housing Bank, Head Office, National Housing Bank, Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road, New Delhi – 110 003</i>
Mode of Receipt of EOI	By post

Note: Submission of Applications form with supporting documents will be **Offline** only. The eligible Brokers ("Applicants") can send their application only through post.

The Applications placed by the Applicants are confidential and will be opened by the authorized NHB officials. No other person can gain access to the information regarding the Applications, which is confidential and encrypted in nature.

MANDATORY INFORMATION

Sr. No.	Particulars	To be filled by Applicant
1.	Name of the Broker/ Applicant	
2.	Type of Firm LLP/Pvt. Ltd./Proprietary Firm	
3.	Name of the Directors/ Owner of LLP/Company /Firm	
4.	Complete Address for Correspondence	
5.	Email Address and Mobile No.	
6.	Year of Establishment	
7.	Broker license/Registration No. and Valid registration / license held if any, and the latest renewal copy to be submitted.	
8.	Validity period/date of broker license/registration	
11.	PAN Card No.	
12.	GST No.	
13.	MSME YES/NO	
14.	Paid-up capital and annual average revenue during the last three financial years as on March 31st (in Cr.)	In Cr. Paid-up Capital : Revenue (FY 2023-24) : Revenue (FY 2024-25) : Revenue (FY 2025-26) : Average :
15.	Number of employees on the rolls of the entity as on March 31, 2026.	
16.	Annual Revenue from Direct Business (₹. in Crore) as per latest Audited Balance Sheet (March 31, 2026).	

17.	Availability of Real Time -Technology Platform (Yes or No)		
18.	Overall Term Deposit Placed:	FY	<i>In Cr.</i>
		(FY 2023-24)	:
		(FY 2024-25)	:
		(FY 2025-26)	:
19.	Total number of Corporate/Depositors whose Term/Fixed Deposits were placed (in FY 2025-26).		
20.	No. of Offices in India		
21.	Number of Public Sector/Government clients/ AIFIs/Financial Institutions with whom the Broker is empaneled with in the last 3 years.		

I/We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification at any stage.

Seal and Signature of the document to be uploaded on the e-tender portal.

Date:

Place:

INFORMATION FOR APPLICANTS

1. Applications shall be submitted only by post to the address mentioned in the Expression of Interest (EoI).
2. The person signing the documents should be authorized for submitting the application.
3. Please go through the EoI document carefully to understand the eligibility and documents required to be submitted as part of the application.
4. This EoI Document along with its annexure/ appendices / clarifications/ addenda/ corrigenda states the terms and conditions of this empanelment process. Responding to this notification and submission of the Application by applicant will be deemed as consent from the applicant to all the terms and conditions mentioned in this notification and the contents of the application along with the annexure(s), clarifications, corrigendum(s) issued, if any, will be contractually binding on the applying broking firm. All the Terms and Conditions and the contents of the notification along with the annexure(s), clarifications(s), corrigendum(s) issued will form the part of the empanelment letter to be issued to the empanelled broking firm from time to time as an outcome of this empanelment process.

GENERAL CONDITIONS OF THE EOI

The Applicants are required to give their acceptance of the General Conditions of the EoI mentioned below which will automatically form part of the Contract concluded with the successful Applicant as selected by NHB. Failure to do so may result in rejection of the documents submitted by the Applicants.

1. Law:

The contract shall be governed and interpreted in accordance with the laws of India.

2. Effective Date of the Contract:

The contract entered between NHB and the successful Applicant shall be valid up to 03 years from the date of agreement subject to annual review by NHB. The period of contract may be extended further on mutual consent. However, dissatisfaction in service may lead to termination of contract by giving notice of three months.

3. Each page of the EoI document should be signed by the authorized person or persons of the Applicant submitting the EoI indicating that they have acquainted themselves with the General Conditions of EoI, Special Conditions, etc., as laid down. Any EoI with any of the documents not so signed will be rejected.

4. All erasures and alterations made while filing the EoI must be attested by the initials of the authorized officials of the Applicant. Overwriting the figures is not permitted; failure to comply with any of these conditions will render the application void. No advice of any change in conditions after the opening of applications will be entertained.

5. Penalty for use of undue influence:

The Applicant undertakes that he has not given, offered, or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of NHB or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with NHB. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Applicant towards any officer/employee of NHB or to any other person in a position to influence any officer/employee of NHB for showing any favor in relation to this or any other contract, shall render the Applicant to such liability/ penalty as NHB may deem proper.

6. Termination of Contract:

NHB reserves the right to terminate this contract in part or in full in any of the following cases:

- (a) The Applicant is declared bankrupt or becomes insolvent.
- (b) With mutual agreement
- (c) NHB reserves the right to take appropriate actions including termination of the contract if the performance is not satisfactory at any given point in time during the contract period.

7. Notices:

Any notice required or permitted under the EoI shall be written in the English language must be sent by email or by post, addressed to the party on the address/ e-mail mentioned in the Contract which shall be entered between the parties.

8. **Amendments:**

Bank reserves the right to amend terms and conditions of this EoI, however, in such case the amendments shall be informed to Applicants beforehand.

9. **Evaluation and Comparison of Applications:**

The Applicants meeting the minimum eligibility criteria will be considered for technical evaluation. Those scoring minimum qualifying marks in the technical evaluation will be eligible for empanelment by the Bank. The Applicants needs to comply with all the eligibility criteria (with proof). Non-compliance to any of the eligibility criteria would result in outright rejection of the application.

10. The Applicants should write to NHB's officers as mentioned in the EoI any clarification relating to the EoI. Any effort by any of the Applicant to influence the Bank's evaluation process or contract award decisions will result in outright rejection of the application.

The decision of NHB shall be final and binding in all matters concerning this EoI.

SPECIAL CONDITIONS FOR THE EOI

1. The Empaneled Applicants, at all times, will act as an independent broker. The selection of the Applicant will not create relationship of principal and agent between successful Applicant and NHB.

2. **Period of Contract:**

The contract shall remain in force for a period of 3 years from the date of agreement subject to annual performance review. On service being found to be satisfactory, the Contract may be extended by mutual consent for a further period.

3. **Law Governing the Contract/Dispute Resolution:**

The Contract will be governed by the Laws of India. Any disputes arising out of the Contract will be settled in the court of competent jurisdiction. The courts in Delhi shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

I / We hereby declare that I / We have read and understood the above instructions of the EoI.

Seal and Signature of the Applicant

EVALUATION OF PROPOSALS / APPLICATIONS

Applications shall be evaluated against “Minimum Eligibility Criteria” (MEC) as has been mentioned in this document. Any application found not to be qualifying in this criteria or found to be incomplete in any manner, shall be summarily rejected.

Applications qualified up to this stage (MEC), shall further be evaluated and scored based on the requirement and metrics decided by NHB. Based on requirement of NHB, a cut-off (threshold score) shall be arrived at. All interested, eligible and qualified applicants whose score shall be equal to or more than the minimum threshold score shall be considered for empanelment with NHB for the Term Deposit Scheme. Successful applicants shall be intimated by letter/ email and through publication on NHB Website.

NHB may seek clarification from any or all the Applicant(s) at any stage. All the clarifications received within the stipulated time shall be considered for evaluation.

Minimum Eligibility Criteria

Sr. No.	Eligibility Criteria	Yes/ No	Documents to be submitted
1	Entity Type The entity must be Public Ltd., LLP, Pvt. Ltd, Proprietary entities, Partnership entities, etc.		Copy of incorporation certificate/registration certificate, etc.
2	Experience The Applicant should have been in existence in India for a period of at least 5 years as on March 31, 2026.		Certified Copy of Broker Firm license (s).
3	Annual Revenue from Direct Business as per latest Audited Financials (March 31, 2026) should not be less than ₹ 10 Lakhs.		Self-Declaration on the letterhead of the Applicant by authorized personnel and copies of audited Balance Sheet of last three financial years.
4	Empanelment with Other FIs The Applicant should have been empaneled with at least one Government/ Public Sector Agencies and Financial Institutions in the last 5 years.		Self-Declaration on the letterhead of the Applicant by authorized personnel with copies of empanelment letters.
5	No Penalty Imposed No penalty imposed by any Regulatory/Statutory body including but not exclusive of RBI/SEBI/ BSE / NSE rules and other extant regulations related to non-retail clients / institutional clients during the previous 3 Financial years.		Self-Declaration on the letterhead of the Applicant by authorized personnel.
6	No criminal litigation or money laundering case should be pending against any of the directors of entity, promoters and Key Management Personnel.		Self-Declaration on the letterhead of the Applicant by the authorized personnel along with address proofs.
7	Has the Applicant submitted all the documents as per Annexures?		Annexure I to Annexure IV to be signed by authorized signatory of the Applicant and submitted along with application.

Note:

- i. Applicant should fulfil each of the above-mentioned criteria to be eligible for Technical Evaluation.

ii. The Applicant must submit documentary proof for the above eligibility criterion wherever necessary. All documents must be signed by the authorized signatory of the Applicant. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted. Page nos. / document names to be indicated properly and clearly.

Date:

Authorised Signatory Name:

Place:

Designation:

PART A: TECHNICAL EVALUATION

S. No	Particular	Score		Documents to be furnished
1	Number of years since business mobilization/ acquisition relationship (Asset/ Liability side) with any financial institution	Min Score	Max Score	Certified Copies of original license and renewals, if any.
	Nil	0	10	
	Up to 2 Years	4		
	Above 2 and up to 5 years	6		
	Above 5 years	10		
2	The number of employees on the rolls of the Applicant as on March 31, 2025:		10	Self-Declaration on the letterhead of the Applicant by the authorized personnel.
	Below 5	4		
	Above 5 and up to 10	6		
	Above 10	10		
3	Annual revenue for last three years as per latest Audited Balance Sheet (FY 2023-24, FY 2024-25 FY 2025-26) (Average of the three years):		20	Self-Declaration on the letterhead of the Applicant by the authorized personnel along with certificate by a Chartered Accountant regarding the annual turnover in the last 3 financial years.
	Upto 25 lakhs	4		
	Above 25 lakhs to 1 crores	8		
	Above 1 crores to 2 crores	12		
	Above 2 crores	20		
4	Availability of Real Time -Technology Platform to enable online boarding of depositors:		10	Self-Declaration on the letterhead of the Applicant by the authorized personnel.
	Yes	10		
	No	0		
5	Average overall business mobilization/ acquisition relationship (Asset/ Liability side) in last three financial years (₹ in crore)		20	Self-Declaration on the letterhead of the Applicant by the authorized personnel.
	Up to 50 crores	5		
	More than 50 up to 100 crores	10		

	More than 100 up to 200 crores	15		
	More than 200 crores	20		
6	Number of Government/ Public Sector Agencies and Financial Institutions with whom the Broker is empaneled with, in the last 5 years.			Certified Copies of work orders/ contract executed/empanelment notice
	Up to 2	8	20	
	up to 3	12		
	up to 5	16		
	More than 5	20		
7	Total number of clients mobilized (Asset/Liability) last three financial years(average).			Self-Declaration on the letterhead of the Applicant by the authorized personnel with details of number of Depositors
	Up to 25	4	10	
	26 - 50	6		
	50 - 100	8		
	More than 100	10		
	Total Marks in Technical Evaluation	100		Total Marks in technical evaluation

The Applicants who score minimum 60 marks in Technical Evaluation will be considered for Empanelment subjects to other Terms and conditions and discretion of NHB.

ANNEXURE I

EMPANELLEMENT PROCESS COMPLIANCE STATEMENT

The following terms and conditions are deemed as accepted by you for participation in the Application event (EoI Ref: *HO/SDD/DOC/2026/00037*)

1. Technical and other queries can be routed to the respective contact personnel of NHB indicated in the EoI document.
2. Order finalization and post order activities will be transacted directly between the Applicant and NHB.
3. Applications once made cannot be withdrawn or modified under any circumstances.
4. NHB reserves the right to extend or reschedule or annul the empanelment process.

The Applicants are advised to visit <https://www.nhb.org.in/tenders/> for any corrigendum etc.

I / We have read, understood, and agree to empanelment process compliance statement.

Date:

Organization Name:

Designation:

ANNEXURE II

EOI No. _____

Date of Issue of EOI: _____

Pre Contract Integrity Pact **(To be obtained depending on the threshold fixed)** (To be executed on a non- judicial stamp paper)

This pre-bid/pre-contract Agreement (hereinafter called “**this Integrity Pact**”) between, the National Housing Bank, a 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 EOI No. _____ (“EOI”) and the Bidder is willing to offer/has offered _____ (name of the items/services) as desired by NHB in terms of the EOI;

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 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 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 EOI.
- 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 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 monetary dealings or transactions, directly or indirectly, with any employee of NHB.
- (n) The Bidders shall disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (o) The Bidder has not entered into any undisclosed agreement or understanding with other Bidders with respect of prices, specifications, certifications, subsidiary contracts, etc.

3.4 The Bidder undertakes and affirms that it shall take all measures necessary to prevent any possible conflict of interest and in particular commit itself to the following:

- (a) The Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of NHB, while rendering any advice or service.
- (b) The Bidder shall act/perform, at all times, in the interest of NHB and render any advice/service with highest standard of professional integrity.
- (c) The Bidder undertakes that in case of its selection as the successful Bidder, it shall provide professional, objective, and impartial advice and at all times and shall hold NHB's interests paramount, without any consideration for future work, and that in providing advice it shall avoid conflicts with other assignments and its own interests.
- (d) The Bidder declares/affirms that it has not been hired by NHB for any assignment that would be in conflict with its prior or current obligations to other employers/buyers, or that may place it in a position of being unable to carry out the assignment/contract in the best interest of NHB. Without limitation on the generality of the foregoing, the Bidder further declares/affirms as set forth below:
 - (i) **Conflict between consulting activities and procurement of goods, works or non-consulting services (i.e. services other than consulting services)** - The Bidder has not been engaged by NHB to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the Bidder. The Bidder is fully aware that it shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Further, the Bidder is also aware of the fact that in case it has been hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services) resulting from or directly related to the consulting services for such preparation or implementation.

This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the Bidder's obligations under a turnkey or design and build contract.

- (ii) **Conflict among consulting assignments** - The Bidder understands that neither Bidder (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with

the firm, shall be hired for the assignment that, by its nature, may be in conflict with another assignment of the Bidder. *As an example, Bidders assisting NHB in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, Bidders hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.*

(iii) **Relationship with NHB's staff** – The Bidder is aware that the contract may not be awarded to the Bidder in case it is observed that it, including its experts and other personnel, and sub-consultants, 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-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the EOI.

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

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 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.
- (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.

11. Disqualification & Forfeiture of EMD/PBG etc

The Bidder(s) agree(s) that:

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

12. Independent External Monitors:

- 12.1 NHB has appointed Sh. Rajendra Mohan Srivastava; E-mail ID: aaremes@yahoo.com and (2) Sh. Jojneswar Sharma; E-mail ID: sharmajoj@gmail.com as independent external monitors (hereinafter referred to as "the Monitors") for this Integrity Pact in consultation with the Central Vigilance Commission.
- 12.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- 12.3 The Monitors shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.
- 12.4 Both the Parties accept that the Monitors have the right to access all the documents relating to the project procurement including minutes of meeting.
- 12.5 As soon as the Monitor notices or has reason to believe a violation of this Integrity Pact, he will so inform the Authority designated by NHB.
- 12.6 The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of NHB including that provided by the Bidder. The Bidder will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents (s) of the Bidder/sub-contractor with confidentiality.
- 12.7 NHB will provide to the Monitor sufficient information about all meetings among the Parties related to the project provided such meeting could have an impact on the contractual relations between the Parties. The Parties will offer to the Monitor the option to participate in such meeting.

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

For National Housing Bank (Authorised Signatory) Place: Date: <u>Witness</u> 1. _____ _____ (Name & Address) 2. _____ _____ (Name & Address)	For Bidder (Authorised Signatory) Place: Date: <u>Witness</u> 1. _____ _____ (Name & Address) 2. _____ _____ (Name & Address)
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STATEMENT OF NIL DEVIATIONS

(To be submitted in the Applicant's letterhead)

To,

Mr. Aditya Sharma
Deputy General Manager,
National Housing Bank
Floor 5th , Core 5A,
India Habitat Centre,
Lodhi Road, Delhi - 110003

Re: EOI Ref: *HO/SDD/DOC/2026/00037*

Dear Sir,

There are no deviations (nil deviations) from the terms and conditions of the EOI. All the terms and conditions of the EOI are acceptable to us.

Yours faithfully,

(Authorized Signatory of Applicant)

Date:

(Company Seal)

SELF-DECLARATION ON NOT BEING BLACKLISTED

(To be provided on letterhead of the Applicant)

I hereby certify that (Name of the Applicant) has not been blacklisted by any Central/ State Government/ Public Undertaking/ Institute and there is no criminal case registered/ pending against the firm or its owner/ partners anywhere in India.

I also certify that the above information is true and correct in every respect and, at a later date, it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:

Seal:

Authorized Signatory:

Place:

Name:

Designation:

Contact Number: