

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

RFP Reference no:- NHB/HO/DOS/2026/00001

**Request for Proposal (RFP)- Forensic Audit of a non-deposit taking Housing Finance Company
based in Udaipur, Rajasthan**

National Housing Bank,
Delhi Head Office
Core 5A, 3rd to 5th Floor,
India Habitat Centre,
Lodhi Road New Delhi- 110003

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

1. IMPORTANT BID DETAILS

1.	Date of providing Bidding/Tender/RFP Documents	03-10-2026
2.	Last date and time for receipt of Bidding Documents	13-10-2026, 06:00 PM
3.	Date and Time of Commercial Bid Opening	14-10-2026 during office hours
4.	Place of Opening of Bids	National Housing Bank. Head Office, Core 5A, 3rd to 5 th Floor, India Habitat Centre, Lodhi Road - 110003

Note: -

- 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.
- All data/information, submitted vide documentary proofs/company records along this RFP, must be reported & will be treated as on date of publication of this RFP
- The tender application shall be submitted by the bidder in sealed envelope scribing "**Commercial Quotation for Forensic Audit**", and has to be received by NHB within stipulated time, in the below mentioned address:

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

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

2. National Housing Bank

National Housing Bank (NHB), a statutory institution established under the 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 are located at Ahmedabad, Bengaluru, Bhopal, Bhubaneswar, Chandigarh, Chennai, Delhi, Guwahati, Hyderabad, Jaipur, Kolkata, Lucknow, Mumbai, Patna, Raipur, Ranchi & Thiruvananthapuram.

3. SCOPE OF WORK-

The Audit Firm is expected to take into consideration the following points (illustrative and not exhaustive):

- i) Understanding of complaints and other aspects with NHB officials.
- ii) To undertake preliminary discussions with the Top management, Key Managerial Persons and other team members of the Company to understand the various processes and data management in the Company's accounting system.
- iii) To examine the Company's loan origination system and accounting/loan management systems, including user access controls, maker-checker controls, system-generated audit trails and logs, wherever available, for creation, modification, deletion, back-dating or alteration of loan accounts, customer information, repayment entries, NPA classification and accounting entries, and to identify unusual user activities or system overrides.

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

- iv) To independently verify the accuracy and completeness of material information furnished by the Company in regulatory returns and other submissions.
- v) To examine whether loan accounts assigned/flagged to lenders were correctly classified and whether NPA/stressed accounts were represented as standard assets to any lender.
- vi) To identify all instances where the same loan account, borrower, underlying security or receivable has been flagged, assigned, pledged or otherwise represented to more than one lender. Further, to identify the fictitious loan accounts which have been assigned/flagged to lenders.
- vii) To identify / verify all loan accounts flagged to the NHB that were provided as security for obtaining refinance from the NHB.
- viii) To identify and investigate fictitious, dummy, non-genuine or unsupported loan accounts appearing in the books, including verification of existence of borrowers, KYC, sanction, disbursement, bank account details, loan documentation, repayment trail and end-use of funds, and to trace the creation and subsequent accounting treatment of such accounts.
- ix) Verification of physical loan files (loan documents / property documents / title deeds, KYC, bank details etc) of customers loans accounts in which false EMI collection postings, as highlighted in the observations, were made.
- x) To independently determine the loan-wise NPA position of the Company as of March 31, 2025, and March 31, 2026 and for the relevant preceding periods, including review of DPD, overdue amounts, repayment history, restructuring/rescheduling, cash/other collections, reversals and subsequent recoveries, and to identify instances where stressed/NPA accounts were retained or reported as standard.
- xi) Other points/ observation as may be discussed/ arrived at based on the timely meeting between the NHB Officials and the Audit Firm.

4. Instructions to Bidders

4.1. General: -

- 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

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

by the Bidder in violation/breach of the said pre-contract Integrity Pact in relation to the Bid submitted.

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

Contact Person	1. Sh. Rahul Kumar, Regional Manager - 011-3918-7166 (Rahul.kumar@nhb.org.in)
	2. Sh. Saket Mishra, Deputy Manager - 011-3918-7390 (saket.mishra@nhb.org.in)

- 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.
- Queries / Clarification, if any, may be taken up with the contact person/s detailed above before the deadline for submission of Bids between 10.30 am to 5.30 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 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.

4.2. Erasures or Alterations

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

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

any non-conformity or irregularity in the offer, which in the opinion of NHB is ancillary and not essential. This shall be binding on all Bidders and NHB reserves the right for such waivers.

4.3. 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
- 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.

4.4. 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 or Hindi.

4.5. RIGHT TO ALTER LOCATION / QUANTITIES:

NHB reserves the right to alter the proposed location/s specified in the RFP. NHB also reserves the right to add/delete one or more location/s from the list specified in this RFP document, from time to time. Changes, if any, will be notified on the Bank's website

4.6. 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. Compliance Statement Declaration in the format as prescribed in **Annexure II**
3. Commercial Bid covering letter **Annexure III**
4. Commercial Bid Format **Annexure IV**
5. ECS Mandate **Annexure V**
6. Pre Contract Integrity Pact **Annexure VI**
7. Service Level Agreement **Annexure VII**
8. Confidentiality Cum Non-Disclosure Agreement **Annexure VIII**

Note: Bids without the amount will be rejected summarily.

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

4.7. Bid Currency

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

4.8. Period of Validity of Bids

- Prices and other terms offered by Bidders must be valid for a period of 12 months from the date of opening of commercial Bid for acceptance by NHB.
- 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. The Bid security/EMD provided shall also be extended.

4.9. Deadline for submission of Bids

- NHB may, at its discretion, extend the deadline for submission of Bids by amending the Bid documents with intimation on NHB's website, in which case, all rights and obligations of NHB and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

4.10. Late Bids

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

4.11. Opening of Bids by NHB

- On the scheduled date and time, Bids will be opened by NHB Committee.

Place of Opening of Bids: National Housing Bank Head Office, New Delhi

- On the scheduled date and time, Bids will be opened by NHB Committee.

Place of Opening of Commercial Bids:

National Housing Bank,
Delhi Head Office
Core 5A, 3rd to 5th Floor,
India Habitat Centre,
Lodhi Road New Delhi- 110003.

- Bids may also be opened through virtual mode.

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

4.12. Preliminary Examinations

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

4.13. 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.

4.14. Instructions to the Bidders

The Bidder shall not outsource the work assigned by NHB, to any third party except with NHB's prior written consent and attend all complaints registered by NHB through its own service/support infrastructure only.

4.15. Price Composition & Variation

- The commercial offer shall be on a fixed price basis. No price variation relating to cost of consultancy excluding 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 assignment shall be the date of acceptance of the letter of award (Starting Date) or such other date as may be fixed by NHB. The same date shall be considered for renewal of support services etc., if applicable.

4.16. TIMELY AVAILABILITY OF SUPPORT SERVICES:

The selected Bidder should have proper and adequate support mechanism in place to provide all necessary support under this contract.

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

4.17. Bid Evaluation

4.17.1 MINIMUM ELIGIBILITY CRITERIA

Audit Firms fulfilling the following criteria shall be eligible for bidding:

- i) The Audit Firm must be empaneled with the Securities and Exchange Board of India (SEBI) for undertaking forensic audits;
- ii) The Audit Firm should have its Head Office situated in Delhi NCR.

Proposals not complying with the 'Minimum Eligibility criteria' are liable to be rejected and will not be considered for further evaluation

The Audit Firm qualifying the eligible criteria as defined above, shall be evaluated on the basis of the Commercial Quotations submitted by them. Further, the Audit Firm quoting the lowest professional fees (L1) shall be selected by the Bank for undertaking the forensic audit.

4.18. Terms and Conditions of the Bidding firms

The Bidding firms are not required to impose their own terms and conditions to the Bid and the same, if submitted, will not be considered as forming part of their Bids.

4.19. Contacting NHB or putting outside influence

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

4.20. Banned or Delisted Bidder

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

4.21. Compliance with Laws

- (a) The Audit Firm/Bidder shall undertake to observe, adhere to, abide by, comply with and notify NHB about all laws in force or as are made applicable.

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

4.22. Definitive Agreement

The successful Bidder will sign Service Level Agreement (SLA) substantially in the format as provided in **Annexure VII** with NHB within 15 days of the letter of award (LoA) or within such extended period as may be decided by NHB. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement/s as a result of this RFP process shall be borne by successful Bidder. Copy of Board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and non-disclosure agreement, should be submitted.

4.23. Pre-Contract Integrity Pact Clause (To be mentioned only in cases depending on the threshold fixed as per the policy of NHB)

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 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 - VI**.

In this regard, NHB has appointed Shri Jojneswar Sharma (email id: sharmajoj@gmail.com) and Shri Rajendra Srivastava (email id: aaremes@yahoo.com) as independent external monitors for the Integrity Pact in consultation with the Central Vigilance Commission.

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.

5. Commercial Terms and Conditions

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

5.1. Price

- a) Bidder shall submit its Commercial Quotation in the format as provided in **Annexure IV**. The Price quoted by the Bidder should include all type of costs such as out of pocket expenses, travel, accommodation, charges levied and insurance etc.

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

- b) It is expressly clarified that no other expenses, costs, charges, or additional payments of any nature whatsoever shall be admissible or reimbursable by the Bank, over and above the professional fees specifically quoted by the Audit Firm in its Commercial Quotation.
- c) The price should be valid and firm for full contract period.
- d) The price should be quoted in Indian Rupees.
- e) The price quoted by the Bidder shall remain firm during the Bidder's performance of the contract i.e., for full contract period which may be extended, if required, by NHB.
- f) Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.

5.2. Payment Terms

Any payment will be released only after signing of Service Level Agreement as per draft mentioned in **Annexure VII**. No part payment shall be made to the Audit Firm during execution of assignment. After completion of the assignment, the Audit Firm can raise his/her final bill for settlement.

5.3. Duration and Place of Execution of Assignment

The audit duration will be for 10 working days and has to be carried out at Udaipur.

5.4. Submission of Forensic Audit Report by the Audit Firm

The Audit Firm shall submit the final Forensic Audit Report to NHB within 10 working days from the date of completion of the forensic audit, duly covering the executive summary, regularities/fraudulent or fictitious transactions identified, findings, observations and financial impact etc. identified during the course of the audit.

6. General Terms and Conditions

- 6.1. 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.
- 6.2. 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.
- 6.3. Bidders must take into consideration each and every line of this RFP document while preparing technical and commercial proposal for the assignment. Bidders are requested to get any issue clarified by NHB before submitting the responses/Bids. The Bids submitted should be complete

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

in all respect meeting all deliverables.

- 6.4. NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.
- 6.5. 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.
- 6.6. Bidder must deploy manpower having requisite qualification, experience, skill-set etc. for the assignment.
- 6.7. 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.
- 6.8. 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.
- 6.9. 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.
- 6.10. Time and quality of the service are the essence of this agreement/contract. Failure to adhere to the same will be considered as breach of the terms and conditions of the contract.

6.11. Penalty

If the Audit Firm fails to complete the assignment within stipulated time, NHB will impose a penalty of 5% of the order value for each weeks' delay or part

6.12. 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 3 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.

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

6.13. 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 Audit Firm.

6.14. Use of Contract Documents and Information

The Audit Firm 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.

6.15. Assignment

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

6.16. Confidential Information

The Bidder/Selected Firm shall maintain strict confidentiality with respect to all information, documents, records, data, reports, correspondence and other materials, whether in physical, electronic or any other form, made available, provided or disclosed by the Bank and/or the Housing Finance Company to the Bidder/Selected Firm.

6.17. 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: Forensic Audit of a non-deposit taking Housing Finance Company
Annexure - I

Bidder Information

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

S. No.	Information	Particulars / Response		
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. Registration Certificate to be enclosed			
5.	Address of Registered Office with contact numbers [phone / fax]			
6.	PAN No			
7.	Contact Details of Bidder authorized to make commitments to NHB			
	a.	Name		
	b.	Designation		
	c.	FAX No		
	d.	Mail ID		
	e.	Bidder Head Office and Addresses Contact Person(s) Phone: Fax: E-mail: Website:		
8.	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).	Yes/No/Comments (if option is 'Yes') (If option is 'Yes' Bidder may Not be considered)		
9.	Please mention turnover and Net Profit/Loss for last three years and include the copies of Balance Sheet in support of it.	Year	Turnover	Net Profit/Loss (-)

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: Forensic Audit of a non-deposit taking Housing Finance Company
Annexure – II

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: Forensic Audit of a non-deposit taking Housing Finance Company

Annexure -III

Commercial Bid Covering Letter

To
General Manager
Department of Supervision
National Housing Bank,
Delhi Head Office
Core 5A, 3rd to 5th Floor,
India Habitat Centre,
Lodhi Road New Delhi - 110003

Dear Sir,

**Commercial Bid: Forensic Audit of a non-deposit taking Housing Finance Company based in
Udaipur, Rajasthan**

We, the undersigned, offer to provide services for the above-mentioned assignment, in accordance with your Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company. 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:

Confidential

Page | - 17 -

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company
Annexure -IV

Commercial Bid Format

Commercial bid for Forensic Audit of a non-deposit taking housing finance company

Name of the Audit Firm: _____

Address of Head Office: _____

Contact Person: _____

Contact No.: _____

Email ID: _____

S.No	Particulars	Amount (₹)
1.	Professional Fees for conducting the Forensic Audit	XXXX
4.	Applicable GST, if any: ₹	XXXX
5.	Grand Total including GST:	XXXX

Declaration

We hereby submit our Financial Bid/Commercial Quotation for undertaking the forensic audit as specified in the Expression of Interest (EOI).

We confirm that the above quotation is inclusive of all costs and expenses, as specifically indicated above. No other expenses, costs, charges, reimbursements, or additional payments of any nature whatsoever shall be claimed from or payable by the Bank over and above the amount quoted herein.

We further confirm that the quoted fees and charges shall remain valid for the period specified in the EOI and shall be binding upon us.

Sincerely Yours,

Signature of Applicant

[Full name of applicant]

Stamp.....

Date.....

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company
Annexure - V

ECS MANDATE

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

1. Name of the Bidder _____

2. Address of the Bidder _____

City: _____ Pin Code: _____

E-mail id: _____

Phone /Mobile No. _____

Permanent Account Number (PAN) _____

GST Registration No. _____

TIN No. _____

3. Particulars of Bank Account

A. Name of Account same as in the Bank: _____

B. Name of the Bank: _____

C. Name of the Branch: _____

D. Address of the Branch with Tel No. _____

E. Account No. (appearing in Cheque book): _____

F. Account Type (SB, Current, etc.): _____

G. MICR No. _____

H. IFSC Code of the Bank Branch: _____

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

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

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

Place:

Date:

Authorized Signatory/ies

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

Confidential

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

Bank's Stamp:

Date:

Signature of the Authorized Official of the bank

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company
Annexure VI

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 “**Buyer/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 _____, partner / director (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 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.

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

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 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

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

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

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

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 assignment, 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 assignment, 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 (Audit Firms, 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-Audit Firms), 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*

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

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-Audit Firms, if permitted, has/have a close business or family relationship with a professional staff of NHB (or of the assignment 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-Audit Firm, 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.

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

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company
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.

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

- (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

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

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).
- (b) It is agreed that the decision of NHB regarding forfeiture of EMD/performance bonds/ PBG shall be final and binding.

12. Independent External Monitors:

- 12.1 NHB has appointed Shri Jojneswar Sharma (email id: sharmajoj@gmail.com) and Shri Rajendra Srivastava (email id: aaremes@yahoo.com) as independent external monitors (hereinafter referred to as "the Monitors") for this Integrity Pact in consultation with the Central Vigilance Commission.
- 12.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- 12.3 The Monitors shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.
- 12.4 Both the Parties accept that the Monitors have the right to access all the documents relating to the assignment 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 assignment 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 assignment 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 assignment 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.

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

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.

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

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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(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.)*

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company
Annexure VII

(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, 3rd -5th floors, India Habitat Centre, Lodhi Road, New Delhi-110003 (hereinafter called “**NHB**”), which expression shall include wherever the context so permits, its successors and assigns ; AND

_____, a partnership firm / proprietorship firm / LLP, having its registered office at _____ (hereinafter called the “**Audit Firm**”), which expression shall include wherever the context so permits, its successors and permitted assigns.

(Hereinafter NHB and the Audit Firm are collectively referred to as “the Parties” and individually as “the Party”)

WHEREAS

- (A) NHB intends to hire the Audit Firm for _____, as detailed in the Request for Proposal no. _____ on _____ (date) (including Corrigendum/Clarification, if any, issued) (hereinafter collectively referred to the “**RFP** (attached hereto as **Appendix- I**)).
- (B) The Audit Firm has been selected through open tendering process by way of floating the RFP by NHB followed by evaluation of Technical & Commercial Bids of the Bidders and accordingly the letter of award no. _____ dated _____ (“**LoA**”) (attached hereto as **Appendix- II**) has been issued by NHB to the Audit Firm;
- (C) The Audit Firm has accepted and agreed to provide the Services in accordance with terms and conditions of RFP and the LoA.
- (D) In terms of the RFP, NHB and the Audit Firm 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:

Confidential

Page | - 31 -

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

- (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 Audit Firm as employees and assigned to the performance of the Services or any part thereof.
- (f) "Assignment" 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 Audit Firm as described/set out in Clause _____ of the RFP.
- (h) "Third Party" means any person or entity other than NHB and the Audit Firm.

1.2 Principles of Interpretation

In this Agreement , unless the context otherwise requires:

- a) All capitalized terms unless specifically defined in this Agreement shall have the meaning given to them in the RFP;
- b) Words and abbreviations, which have well known technical or trade/commercial meanings are used in this Agreement in accordance with such meanings;
- 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 Audit Firm.

1.3 Purpose

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

1.3.1 It is hereby agreed that the Audit Firm shall provide the Services to NHB as set out in the RFP till the completion of the Assignment. The objective of the Assignment is to make _____.

1.3.2 Performance of the Scope of Work

The Audit Firm 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 Audit Firm unless the period is extended in accordance with this Agreement.

1.3.4 Contract Price

The entire assignment to be performed under this Contract is fixed price contract and the Audit Firm shall be paid the total price consideration of Rs. _____ (Rupees _____) ("**Contract Price**") for the satisfactory performance/execution of the entire assignment under the Assignment. 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 Audit Firm. The Audit Firm, subject to this Agreement, has complete charge of personnel to be engaged by the Audit Firm for performing the Services and shall be fully responsible for the works to be performed by them or on their behalf hereunder and also for the quality of the work done by their personnel.

1.5 Language

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

1.6 Headings

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

1.7 Notices

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

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

For NHB:

Attention: _____

Ph. No.: _____

Fax: _____

For the Audit Firm:

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 Audit Firm

The Audit Firm hereby authorize _____ to act on their behalf in exercising the entire Audit Firm'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 Audit Firm and their personnel shall pay the taxes (excluding GST), duties, fees, levies and other impositions levied under the existing, amended or enacted laws during the tenure of this Agreement and NHB shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed from the payments to be made to the Audit Firm.

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

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 Audit Firm i.e. w.e.f.

2.2 Commencement of Services

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

2.3 Expiration of Contract

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

2.4 Entire Agreement

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

2.5 Modification

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

2.6 Force Majeure

2.6.1 Definition

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

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

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

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

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

2.6.2 No Breach of Contract

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

2.6.3 Measures to be taken

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

2.6.4 Extension of Time

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

2.6.5 Consultation

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

2.7 Suspension

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

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

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 Audit Firm, (except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause-2.8.1, terminate this Contract:

- (a) If the Audit Firm fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause-2.7 here-in-above, within thirty (30) days of receipt of such notice of suspension or within such further period as NHB may have subsequently approved in writing;
- (b) If the Audit Firm becomes insolvent or bankrupt or enters into an agreement with its creditors for relief of debt or take advance of any law for the benefit of debtors or goes into liquidation receivership whether compulsory or voluntary;
- (c) If the Audit Firm fails to comply with any final decision reached/award passed as a result of arbitration proceedings pursuant to Clause-8 hereof;
- (d) If the Audit Firm submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the Audit Firm knows to be false;
- (e) If, as a result of Force Majeure, the Audit Firm is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) In the event it comes to the notice of NHB that any of the representations and/or warranties made by the Audit Firm either in the Bid Documents or in the subsequent correspondences are found to be false and/or the Audit Firm/its personnel are found to be involved in any fraudulent or criminal act;
- (g) If NHB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.8.2 Cessation of Rights and Obligations

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

- (a) Such rights and obligations as may have accrued on the date of termination or expiration,
- (b) The obligation of confidentiality set forth in Clause-3.7 hereof,

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

(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 Audit Firm shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.8.4 Payment in case of termination of contract

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

3.0 OBLIGATIONS OF THE AUDIT FIRM

3.1 Standard of Performance

The Audit Firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, technical and engineering practices, and employ appropriate advanced technology, safe and effective equipment, machinery, materials and methods. The Audit Firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to NHB, and shall at all times support and safeguard NHB's legitimate interests in any dealings with third parties.

3.2 Compliance with Laws

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

3.3 Conflict of Interest

The Audit Firm shall hold NHB's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

3.4 Audit Firm Not to Benefit from Commissions/Discounts etc.

The payment of the Audit Firm by NHB shall constitute the Audit Firm's only payment in connection with this Contract or the Services, and the Audit Firm shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Audit Firm shall use their best efforts to ensure that its Personnel similarly shall not receive any such additional payment.

3.5 Audit Firm and Affiliates not to be otherwise interested in /benefited from the Assignment

The Audit Firm agrees that, during the term of this Contract and after its termination, the Audit Firm shall not create any work/ opportunity for itself and for any of its affiliates from this Assignment/ 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 Audit Firm 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 Audit Firm and its affiliates hired to provide services for the proposed assignment will be disqualified from services related to the initial assignment for the same Assignment subsequently.

3.7 Confidentiality

The Audit Firm and its Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Assignment, the Services, this Agreement or NHB's business or operations without the prior written consent of NHB.

A separate non-disclosure cum confidentiality agreement ("NDA") will be signed between the Audit Firm and NHB, if required.

3.8 Insurance to be taken out by the Audit Firm

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

3.9 Liability of the Audit Firm

The Audit Firm shall be liable to NHB for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by NHB as a result of a default of the Audit Firm in such performance, subject to the following limitations:

- (a) The Audit Firm shall not be liable for any damage or injury caused by or arising out of any act, neglect, default or omission of any persons other than the Audit Firm and its Personnel; and

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

- (b) The Audit Firm shall not be liable for any loss or damage caused by or arising out of circumstances over which the Audit Firm had no control.

3.10 Indemnification of NHB by the Audit Firm

The Audit Firm shall indemnify NHB and shall always keep NHB, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the Audit Firm or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Audit Firm or its personnel; and/or (iii) any claim made by employees who are deployed by the Audit Firm against NHB; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statutes/various labour laws by the Audit Firm to its employees; and/or (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or (vi) any breach of the confidentiality obligations mentioned under clause 3.7 and /or NDA.

3.11 Limitation of Liability

- (i) The Audit Firm's aggregate liability, in connection with the obligations undertaken as a part of this Assignment, whether arising under this Assignment 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 Audit Firm'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 Audit Firm shall be actual and unlimited.
- (iii) Under no circumstances, NHB shall be liable to the Audit Firm for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages.

3.12 Audit Firm's Actions Requiring Owner's Prior Approval

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

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

3.13 Reporting Obligations

The Audit Firm shall submit to NHB the reports and documents within the timelines set forth in the Offer Letter, including any supporting data required by NHB.

3.14 Documents prepared by the Audit Firm to be the Property of NHB:

All software, algorithms, reports and other documents prepared/ developed by the Audit Firm in performing the Services shall become and remain the property of NHB, and the Audit Firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to NHB, together with a detailed inventory thereof. The Audit Firm may retain a copy of such documents and shall not use them for purposes unrelated to this Contract without the prior written approval of NHB.

3.15 Audit Firm's Personnel

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

The Audit Firm 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 Audit Firm and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between NHB and said personnel so engaged by the Audit Firm.

The Audit Firm shall be responsible for making appropriate deductions in respect of income tax and any other statutory deductions under applicable laws in respect of its personnel/employees engaged by the Audit Firm under this Agreement. The Audit Firm agrees to indemnify NHB in respect of any claims that may be made by statutory authorities against NHB in respect of contributions relating to the personnel/employees engaged by the Audit Firm for performing the work under this Agreement. NHB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the Audit Firm.

3.16 Non-Compete

The Audit Firm will neither approach nor make any proposal for work for any employee of NHB directly or indirectly during the validity of this Agreement and for one year from the date of termination of this Agreement.

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

3.17 Change in Ownership or Constitution:

The Audit Firm will inform NHB immediately about any change in its ownership or its constitution. The Audit Firm will ensure that the NHB's interest will be protected with utmost care. If NHB is not satisfied with the change of ownership or constitution of the Audit Firm and/or with the new owner, NHB shall have the right of termination and in that event, the payment, if any, upon termination may be made as provided in clause 2.8.4.

3.18 Monitoring

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

3.19 Rights to Access

All records (including data, books, information, logs, alerts etc.) of the Audit Firm 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 assignment at the site of the Audit Firm or at the place where the services are being rendered by the Audit Firm.

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

3.20 Audit

The Audit Firm 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 Audit Firm, directly related to the Services.

In case any of the Services are further outsourced/ assigned/ subcontracted to other Audit Firms in terms of the RFP, it will be the responsibility of the Audit Firm 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

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

The Audit Firm shall arrange and ensure proper Data Recovery Mechanism, Attrition Plan and other contingency plans to meet any unexpected obstruction to the Audit Firm or any employees or sub-contractors of the Audit Firm 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 Audit Firm 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 Audit Firm. In such case, upon receiving notice from NHB, the Audit Firm shall continue to provide the Services as per the terms of the Contract until the new Audit Firm completely takes over the work. During the transition phase, the existing Audit Firm shall render all reasonable assistance to the new Audit Firm 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 Audit Firm for carrying out the assignment under the Contract.

4.2 Consideration & Payment Terms

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

The Audit Firm shall submit the bills to NHB of firms printed bill forms indicating the work done by him during the period for which payment is sought. NHB shall make payments to the Audit Firm as per the payment schedule given in the RFP. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.

4.3 Non-Solicitation:

NHB agrees not to make an offer for employment to any personnel provided/deployed by the Audit Firm under this Agreement, and, not to accept any application for employment from him/her, while he is under the term of this Agreement, and, for up to twelve (12) months from the date of last assignment of the work under this Agreement with NHB.

5.0 FAIRNESS AND GOOD FAITH

5.1 Good Faith

Confidential

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

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 Audit Firm hereby further undertakes:

- (i) That the Audit Firm has gone through all the required/relevant and extant instructions/circulars of Government of India, Reserve Bank of India and /or any other concerned authority, GFR issued by Ministry of Finance, guidelines of CVC and provisions of the manual/relevant instructions of NHB, as applicable to the scope/area of its work/operation under this Agreement and the advice/services to be rendered by it as the Audit Firm and it complies/will comply with all such requirements.
- (ii) That the Audit Firm has the necessary expertise to work and execute the Assignment 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 Audit Firm of NHB for a consideration, it shall be accountable for (a) any improper discharge of the assignment under this Agreement and/or (b) any deviant conduct keeping in view the norms of ethical business and professionalism.
- (iv) That NHB shall have every right at its discretion to enforce such accountability in case of any improper discharge of contractual obligations and/or any advice/service rendered in the views of NHB is found to be grossly faulty/negligent/deficient and/or any deviant conduct by the Audit Firm and as a consequence of it, NHB can, irrespective of anything stated herein, terminate this Agreement by giving 15 days prior notice, including to withhold/retain the dues payable to the Audit Firm by NHB under this Agreement and appropriate/adjust the same for the losses, if any, suffered by NHB without requiring NHB to prove the actual loss.
- (v) That the Audit Firm shall not do anything that will be of any conflict of interest to the Audit Firm while discharging the obligations under this Agreement and it shall bring to the notice/knowledge of NHB beforehand any possible instance of conflict of interest while rendering any advice or service. Further, the Audit Firm shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The Audit Firm 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.

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

- (vi) That the Audit Firm has not been hired for any assignment that would be in conflict with its prior or current obligations to NHB or that may place the Audit Firm in a position of being unable to carry out the assignment in the best interest of NHB.
- (vii) That the Audit Firm shall act at all times in the interest of NHB and render advice/service with highest professional integrity and shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of the contractual obligations by the Audit Firm.
- (viii) The Audit Firm 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 Audit Firm about the third parties engaged by the Service Provider in the supply chain.
- (x) The Audit Firm 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 Audit Firm or Service Provider's employees during the course of performance of this Agreement/Contract.

7.0 SEVERABILITY:

Each clause of this Agreement is enforceable independently. Should any clause of this Agreement become not enforceable due to any reason, it will not affect the enforceability of the other clauses.

8.0 SETTLEMENT OF DISPUTES

In the event of any dispute or difference arising out of, in relation to, or in connection with this Agreement, or the breach thereof, shall be settled amicably through mutual discussions. If, however, the parties are not able to settle them amicably without undue delay, the same shall be settled by the process of arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 (as amended from time to time). The seat of such arbitration shall be at New Delhi and the proceedings shall be conducted in English. The arbitration tribunal shall consist of Sole i.e. 1(one) Arbitrator to be appointed jointly by the Parties within thirty (30) days from the date of first recommendation for appointment of arbitrator in written form one Party to the other. If the Parties fail to agree on appointment of such Sole Arbitrator, arbitral tribunal consisting of Sole Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The award of arbitrator made in pursuance thereof shall be final and binding on the Parties. All costs and expenses of such arbitration shall be borne equally by the Parties at the first instance which however subject to the provisions of the said Act.

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

Notwithstanding, it is agreed that the Audit Firm shall continue the remaining work for the assignment under this Agreement during the pendency of arbitration proceedings unless otherwise directed in writing by NHB or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained.

9.0 JURISDICTION AND APPLICABLE 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 [AUDIT FIRM]

By _____

Authorized Representative

WITNESSES:

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

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

Annexure VIII

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

This Confidentiality -cum-Non Disclosure Agreement is entered into at New Delhi on thisdayof _____, 201__, by and between;

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

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

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

Now this Agreement witnesseth:-

1. **Proprietary Information:** As used in this Agreement, the term Proprietary information shall mean as all trade secrets or confidential or Proprietary information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time 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

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party , within 10(ten) days after such disclosure, delivers to the Recipient/Receiving Party a written document or documents describing such Proprietary Information and referencing the place and date of such oral ,visual or written disclosure and the names of the employees or officers of the Recipient/ Receiving party to whom such disclosure was made.

2. Confidentiality:

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

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

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

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

NATIONAL HOUSING BANK

(Audit Firm)

7. Term: The obligation pursuant to clause 2 and 3 (Confidentiality & Non-Disclosure of Proprietary Information) will survive for a period of _____ years from the termination of the SLA.
8. The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach by one party, the other party shall be entitled to appropriate remedy, which may be available under law.
9. Notwithstanding anything stated in this Agreement, any report/finding/document delivered/submitted by the Audit Firm to NHB as a part of the outcome or deliverables under the SLA and which, in the opinion of NHB, requires any further study/analysis by any third party agency/institution depending on the requirement of the case, the same can be shared by NHB with such third party agency/institution for conducting such study/analysis and no prior consent of the Audit Firm is required for the same. Such report/finding/document delivered/ submitted by the Audit Firm to NHB shall become exclusive property of NHB and as such NHB shall not be bound by any restriction from disclosure of such report/ finding/ document or content thereof, being the Receiving Party.
10. This Agreement shall be governed and construed in accordance with the laws of India and shall be subjected to the Jurisdiction of courts at Delhi. It is agreed that any dispute or differences arising out of or touching this Agreement if not resolved amicably shall be referred to the arbitration as per clause _____ of the SLA executed between the parties hereto.

11. Miscellaneous

- a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement/amendment in writing signed by both the parties.
- b) This Agreement will be binding upon & enure to the benefit of the parties hereto and it includes their respective successors & assigns.
- c) The Agreement shall be construed & and interpreted in accordance with the laws prevailing in India.

Request for Proposal: Forensic Audit of a non-deposit taking Housing Finance Company

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.

*****END*****