

**Request for Proposal for acting as Registrar to the Issue of Tax free, Secured, Redeemable, Non-convertible Bonds to be issued by NHB during 2012-13 by way of Public Offer/ Private placement for upto a sum of ₹ 5,000 crore**

**Resource Mobilization and Management Department  
Head Office, National Housing Bank  
Core 5-A, 3<sup>rd</sup> Floor, India Habitat Centre,  
Lodhi Road, New Delhi - 110 003  
Phone: 011-24617832; 011-24649038  
E-Mail: [kchakravarthy@nhb.org.in](mailto:kchakravarthy@nhb.org.in)**

<b><u>BID SUMMARY</u></b>		
1.	Last date and time for receipt of Bidding Documents	13/12/2012 17.00 hrs
2.	Date and Time of Technical Bid Opening	14/12/2012 11.00 hrs
3.	Earnest Money Deposit Amount	Rs.1,00,000/- (Refundable)
4.	Place of opening of Bids	National Housing Bank, Head Office, Core 5-A, 3 <sup>rd</sup> Floor, India Habitat Centre, Lodhi Road, New Delhi - 110003

**Note:- Technical bids will be opened in the presence of bidders who choose to attend as above**

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## 1. ABOUT NATIONAL HOUSING BANK

National Housing Bank (hereinafter referred to as “NHB”) is a bank established under the National Housing Bank Act, 1987 (Central Act No. 53 of 1987) to operate as a principal agency to promote housing finance institutions both at local and regional levels and to provide financial and other support to such institutions and for matters connected therewith or incidental thereto. NHB is wholly owned by the Reserve Bank of India. NHB has also been notified as a Public Financial Institution (PFI) under section 4A of the Companies Act, 1956.

The head office of NHB is located in New Delhi and it has a regional office located at Mumbai and representative offices at Ahmedabad, Bangalore, Chennai, Hyderabad, Kolkata , Lucknow, Bhopal and Patna.

NHB perform three main activities viz., regulation and supervision of housing finance companies, promotion and development of housing finance market and providing financial assistance to housing finance institutions, banks etc.

The long-term borrowing programme of NHB has been given AAA/Stable rating by CRISIL.

## 2. PURPOSE

- As per the CBDT Notification No. 46 dated 06/11/2012, NHB has been authorized to issue tax free, secured, redeemable, non-convertible bonds aggregating to ₹ 5,000 crore during the financial year 2012-13, subject to the terms and conditions as detailed in the said Notification.
- NHB shall be issuing these Bonds through Public Offer as well as on Private Placement basis in accordance with the conditions specified in the said notification. NHB proposes to raise tax free bonds in single or multiple tranche in the financial year 2012-13. The Bonds raised through private placement will be to the tune of maximum of ₹ 1,250/- crore and will be listed on the Wholesale Debt Market (WDM) segment of NSE/BSE. The rest ₹ 3,750 crore or balance unsubscribed portion, if any is to be raised by way of public offer and will be listed on Retail Debt Market (RDM) segment.
- The purpose of RFP is to solicit proposals from entities registered with SEBI and engaged in the business of acting as Registrar and Transfer Agent (RTA) and with a minimum continuous experience of 5 years of managing public offers of equity and/or debt; to act as Registrar and Transfer Agent (RTA) to the proposed issuance(s) by way of Public Offer/Private placement. Issue related activities are defined in the scope of work. The scope of the work can be enhanced as per requirements of NHB.
- Subject to any law to the contrary, and to the maximum extent permitted by law, NHB and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of NHB or any of its officers, employees, contractors, agents, or advisers.

### 3. INSTRUCTION TO BIDDERS

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

- No binding legal relationship will exist between any of the Bidders and NHB until execution of a contractual agreement.
- Each Bidder acknowledges and accepts that NHB may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible vendor(s). The RFP document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Bidder.
- A Bidder will, by responding to NHB for RFP, be deemed to have accepted the terms of this Introduction and Disclaimer.
- Bidders are required to direct all communications related to this RFP, through the Nominated Point of Contact person:

**Contact : K Chakravarthy**  
**Position : Deputy General Manager**  
**Email : [kchakravarthy@nhb.org.in](mailto:kchakravarthy@nhb.org.in)**  
**Telephone : +91 - 11 - 24617832**  
**Fax : +91 - 11 - 24649037**

- NHB may, in its absolute discretion, seek additional information or material from any Bidder after the RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- Bidders should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
- If NHB, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then NHB reserves the right to communicate such response to all the Bidders.
- Queries / Clarification, if any, may be taken up with the contact person detailed above before the deadline for submission of bids between 10.00 am to 5.00 pm on any working days (Monday to Friday except holidays).
- NHB may, in its absolute discretion, engage in discussion or negotiation with any Bidder (or simultaneously with more than one Bidder) after the RFP closes to improve or clarify any response.
- NHB will notify all short-listed Bidders in writing or by mail or by publishing in its website as soon as practicable about the outcome of their RFP. NHB is not obliged to provide any

reasons for any such acceptance or rejection.

- The bids qualifying Technical Evaluation will be eligible for Commercial Evaluation.

### **3.1 Soft Copy of Tender Document**

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

### **3.2 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.

### **3.3 Cost of Bidding**

The bidder shall bear all the costs associated with the preparation and submission of bid and NHB will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

### **3.4 Bidding Document**

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Document. Submission of a bid not responsive to the Bidding Document in every respect will be at the bidder's risk and may result in the rejection of its bid without any further reference to the bidder.

### **3.5 Amendment in Bidding Documents**

At any time prior to the last Date and Time for submission of bids, NHB may, for any reason, modify the Bidding Document by amendments at the sole discretion of NHB. All amendments shall be uploaded on NHB's website.

In order to provide, prospective bidders, reasonable time to take the amendment if any, into account in preparing their bid, NHB may, at its discretion, extend the deadline for submission of bids.

### **3.6 Period of Validity**

Bids shall remain valid for **30 days** from the date of opening of Commercial bid by NHB. A bid valid for shorter period shall be rejected by NHB as non-responsive.

### **3.7 Period of Contract**

- (a) The period of the contract will be initially for either 10 years or 15 years, depending upon the maturity of the Bonds, which shall cover the proposed Bond Issue(s). Interest will be paid annually. The bonds will be allotted in demat as well as in physical form.

Registrar will be required to undertake all activities at the contracted terms and conditions till payment at maturity is made to all the Bond holders, which may extend beyond the original tenure of the Bond. The likely anticipated folio strength will be upto 50,000 for the entire issue, which may increase or decrease. The payment however shall be made as per actual. Rates quoted shall be valid till the maturity of Bonds. Request for upward revision of rates shall not be entertained by NHB during the currency of the contract.

- (b) In case NHB decides to issue Bonds in multiple tranche, the Registrar with its network would be required to undertake all activities as enumerated under the scope of work for each tranche.

### **3.8 Termination of Contract**

NHB reserves the right to terminate the contract after giving one months' notice to the firm.

### **3.9 Dispute and Penalty clause**

In case of any dispute arising out of execution of contract and remaining unresolved the decision of Chairman and Managing Director of NHB shall be final.

### **3.10 Indemnity clause**

The RTA shall execute the work efficiently and with due diligence. However, the RTA shall indemnify NHB and its successors from and against all suits, claims, actions and damages, which may be made or commence against NHB by any holder of the securities issued or other third party, as a consequence of any failure or deficiency on the part of RTA in performing or fulfilling any of the functions, duties, obligations and services hereunder. RTA shall be liable for payment of damages which are caused by the negligence, willful misconduct, failure to act or recklessness of the services to be rendered.

### **3.11 Bid Currency**

Prices shall be expressed in Indian Rupees only.

### **3.12 Submission of Bids**

Bids shall be submitted in two envelopes. The bidders shall duly seal each envelope with RED LAC SEAL (Wax Seal) and place both the envelopes in a third envelope, which shall also be sealed with red lac. The bid should be addressed to NHB at the following address up to the time and date mentioned on page 1 of this document.

Deputy General Manager  
Resource Mobilization and Management Department  
National Housing Bank,  
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,  
New Delhi - 110003

### **3.13 Last Date and Time for Submission of Bids**

Bids must be received by NHB at the address specified in the Bid Document not later than

the specified date and time as specified in the Bid Document or as extended by NHB as per clause 5. In the event of the specified date of submission of bids being declared a holiday for NHB, the bids will be received up to the appointed time on next working day.

### **3.14 Late Bids**

Any bid received by NHB after the deadline for submission of bids will be rejected and/or returned unopened to the Bidder, if so desired by him.

### **3.15 Modifications and/or Withdrawal of Bids**

- Bids once submitted will be treated, as final and no further correspondence will be entertained on this.
- No bid will be modified after the deadline for submission of bids.
- No bidder shall be allowed to withdraw the bid, if the bidder happens to be a successful bidder.

### **3.16 Content of Documents to be Submitted**

#### **3.16.1 Documents required in Technical Bid Envelope (Sealed Cover):**

- i. Bidder's information as per part "I" of Annexure-'A'.
- ii. Information for Technical Evaluation as per part "II" of Annexure -'A'.
- iii. Undertaking Letter as per part "III" of Annexure -'A'.
- iv. Compliance Statement/ Declaration - Annexure-'B'

#### **3.16.2 Documents required in Commercial Bid Envelope (Sealed Cover):**

- i. Commercial Bid: The offer should be as per **Commercial Bid** format in Annexure 'C' and should be all-inclusive, including all out of pocket expense or amount of whatsoever nature but excluding service tax.

### **3.17 Bid Earnest Money**

The bidders have to submit the bid earnest money (refundable after the listing of Bonds within the time frame given by SEBI for successful bidder and after finalizing the selection process for unqualified bidders) of Rs.1,00,000 (Rs. One Lac only) in the form of a demand draft favouring "National Housing Bank", payable at New Delhi. EMD Draft should be sealed with the Technical Bid; in the absence of which the bid may not be considered for further evaluation.

- The EMD security may be forfeited:
  - If a Bidder withdraws its bids during the period of bid validity
  - If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract.
  - In case of successful Bidder, if the Bidder fails to Sign the contract.
  - The selected RTA fails to perform his responsibilities as a result of which the listing of the Bond Issue gets delayed beyond the time frame prescribed by SEBI.

#### 4. SCOPE OF WORK

4.1 The scope of the work includes all activities necessary for the Public/ Private issue of secured Bonds in the ambit of Registrars with the level of diligence required under SEBI regulations. The expected outcome from this exercise is that when the issue of NHB hits the market, applications are processed efficiently and in timely manner in close co-ordination with the collecting Bankers, allotment process is handled efficiently, listing on the exchange is completed in the specified time frame and post allotment services are given to investors.

4.2 The Registrar will be required, inter alia, to undertake the various tasks/activities related to all aspects of the Public/private issue, as laid down in the SEBI/ROC guidelines, which are broadly classified into two categories but not restricted to namely i) Pre allotment activities and ii) Post allotment activities alongwith some general activities common at both stages.

##### **i) Pre allotment activities:**

- Collection of daily figures from collecting branches and collection centres and collate the same and inform NHB and the merchant Bankers. To collect provisional and final certificate from Bankers to the Issue and preparation of the three day monitoring report and final monitoring report for submission to SEBI.
- Collection of all applications from collecting Banker(s) and preparing a data base of applications and applicants incorporating all the relevant details after reconciling with Bankers' certificate. Scrutiny of applications relating to its components and preparing a list of valid and invalid applications and presenting the information to NHB for facilitating allotment. To reconcile the number and amount of applications accepted and rejected.
- To inform stock exchange on closure of Issue.
- To process all applications for allotment/refund.
- Preservation of the applications and database.
- To prepare statement for deciding basis of allotment and or rejection (giving details) in consultation with the Designated Stock Exchange.
- Calculation of brokerage fee including Service-tax, TDS calculations and processing of payments to issue arrangers/brokers.
- To provide all certificates from registrar side required for the issue.
- All other matters not specifically mentioned above but incidental to the proposed Issue(s).

##### **ii) Post allotment activities:**

- On receipt of allotment advice from NHB, processing of refund, sending allotment advice, refund orders, intimation letters and any other communication required to be sent to all the investors.
- Printing of Bonds, refund/interest warrants etc. and dispatching them to investors after due process.
- Corporate Action for crediting the Bonds into demat account of investors.
- To assist in listing of Bonds on Stock exchange(s).
- Calculation of interest on application money, interest payable on due date and all other activities associated with payment of interest with it by any mode and reconciliation thereof.
- To maintain all records/ folio of investors including their contact details and Pan



- number, email etc.
- To act on all requests from investors regarding transmission/split/consolidation/allotment advice/ change in details regarding address and Bank mandate, nomination etc.
- To settle all kinds of grievances received from investors either directly or through NHB, merchant banker, issue arranger(s) etc.
- To deal with all issues relating to D-mat and physical certificate including dematerialisation/rematerialisation , transfer of Bonds etc. .
- Periodical downloading/uploading of data from/to the depository, confirm updation on daily basis etc.
- Calculation of payment on redemption on due date and all other activities associated with it by any mode and reconciliation thereof.
- Maintenance of records relating to all activities associated with allotment, refund, servicing, transfer, reissuance, loss and redemption of bonds.
- Sending the beneficiary position to NHB as and when required.
- Rendering such other assistance as may be required in connection with bond Issue(s).

## 5. BIDDING PROCESS (TWO STAGES)

For the purpose of the present job, a two-stage bidding process will be followed. The response to the RFP will be submitted in two parts:

- Technical bid                      Part I
- Commercial bid                    Part II

The bidder will have to submit the Technical bid and Commercial portion of the bid separately in two separate red lac-sealed envelopes (wax seal), duly super scribing “**APPOINTMENT OF REGISTRAR**”, “**TECHNICAL BID**” or “**COMMERCIAL BID**” as the case may be.

The bid shall be typed or written in indelible ink and shall be signed by the Authorised Signatory. All the pages of the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections shall be initialed by the person(s) signing the Bid.

TECHNICAL BID shall have to be submitted as per Annexure A and shall not contain any pricing or Commercial information.

In addition to the Bid, the following are to be submitted-

- Authority letter authorizing the authorized signatory by Company Secretary/ Board of Directors/ Director of the Bidder to sign the proposal and other documents. Copy of certificate to act as Registrar to the Issue , issued by SEBI for a minimum continuous period of 5 completed financial years ended March 31, 2012 and whose validity has not expired and the following certifications/ undertakings signed by the authorized signatory of the Registrar stating:
  - (a) “We certify that we have not been debarred from functioning by any regulatory authority. We further certify that there is no investigation pending against us or the CEO/ Directors of our concern. We will ensure that no such business or professional activity will be carried

out by us, which may affect the interest of NHB”.

- (b) “We hereby undertake that no action has been initiated against us by SEBI/CVC/RBI or any other Government/ Statutory agency with regard to any financial irregularities reported in various newspaper/ media or otherwise pertaining to loan syndication and any other financial dealing with various Banks/FIs/LIC and its subsidiaries/any other agency”.
- (c) Declaration to ensure compliance u/s 297 & 299 of the Companies Act 1956 that whether the proprietor or any partner of the firm or director of the company, as the case may be, has any relation with any employee working in NHB along with the name of the employee and the relationship. Also give details as to whether the proprietor or any partner of the firm or director of the company has a relationship within the meaning of Section 6 of the Companies Act, 1956 with any of the Directors of NHB.

(If the undertaking is found to be incorrect, NHB reserves the right to reject/ terminate your bid/ contract at any point of time without any notice. NHB may also take appropriate view regarding present/ future dealing with your concern. Also, no fee shall be paid in such a case).

## **6. BID OPENING AND EVALUATION**

NHB will open the technical bids, in the presence of Bidders representative who choose to attend, at the time and date mentioned in Bid document at the address mentioned at clause-12 titled “Submission of Bids”.

The bidders or their representatives who are present shall sign register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for NHB, the bids shall be opened at the appointed time and place on next working day.

In the first stage, only TECHNICAL BID will be opened and evaluated. Bidders satisfying the technical requirements as determined by NHB and accepting the terms and conditions of this document shall be short-listed. In the second stage, the COMMERCIAL BID of short-listed bidders will be opened. NHB reserve right to accept or reject any technical bid without assigning any reason thereof. Decision of NHB in this regard shall be final and binding on the bidders.

Commercial bids of those bidders whose technical bids are found suitable by NHB shall only be opened. For evaluation purpose the likely anticipated folio strength will be taken as 50,000 for the entire issue. The payment however shall be made as per actual. Rates quoted shall be valid till the maturity of Bonds.

### **6.1 Evaluation Criteria for the Bidding Process**

The bids received from the firms would be evaluated on the basis of their technical and commercial competencies. The technical competencies would be evaluated first and the firms will be ranked as per their scores. The commercial bid of the first five firms according to the technical score would only be opened. The composite score of the technical and commercial competencies would be considered as the final score for the firm and firm with highest composite score would be called for further negotiation.

### 6.1.1 Technical Bids

The bid may be submitted in the form and criteria specified in Annexure 'A' and the evaluation would be on the basis of point system specified therein. Bidders have to provide copies of supporting documents against each criteria mentioned above, without which bid may be rejected.

**NHB may decide a minimum qualification score as cut off for the Technical Bid.**

### 6.1.2 Commercial Bid

Only first five firms successfully qualifying the requisite criteria of the Technical Bid process would be considered eligible for the Commercial Bid Round. The bid may be submitted in the form specified in Annexure 'C' and the evaluation would be as follows:

- ◆ The lowest bid will be assigned the maximum Financial Score of 100 points.
- ◆ The Financial Scores of the other Financial Bids will be computed relative to the lowest evaluated Financial Bid.
- ◆ The Financial Score computing methodology is as follows:

$$\text{Financial Score}_{\text{Bid under consideration}} = \frac{100 \times \text{Price}_{\text{Lowest Bid}}}{\text{Price}_{\text{Bid under consideration}}}$$

### Final Processing

- ◆ Bids would be ranked according to their Final Score arrived at by combining Technical and Financial Scores as follows:

$$\text{Final Score} = \text{Technical Score} \times T + \text{Financial Score} \times F$$

(T - Weightage given to the Technical Bid, F - Weightage given to the Financial Bid, T + F = 1)

- ◆ Weightage for the bids are as follows:

I.	<i>Technical Bid</i>	T	60%
II.	<i>Financial Bid</i>	F	40%
<b>Total Weightage</b>			<b>100%</b>

- ◆ The firm achieving the highest combined Technical and Financial Score will be invited for negotiations.

Please note that-

- i) The Fee for acting as Registrar to the issue is to be quoted for both private placement and public issue separately.
- ii) In case of a tie in the Commercial bids/final scores, NHB reserves the right to select the registrar depending upon its internal criteria.
- iii) The Commercial Bid shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Commercial Bid, it shall be liable to be rejected.
- iv) Price quoted in Commercial bid shall be excluding of service tax and other expenses

(including out of pocket expenses) and amount of whatsoever nature as specified in the Annexure 'C'. Service tax shall be paid as per the applicable law. All bills are to be raised in INR and will be payable in INR only.

- v) All payments shall be subject to deduction of taxes at source as per applicable laws.
  - vi) All payments shall be made after completion of the each tranche for upto allotment. All the post issue charges shall be payable monthly.
- *NHB reserves the right to revise the evaluation criteria, methodology, distribution points and weightages; if it finds it necessary to do so.*

## **7. CLARIFICATIONS OF BIDS**

To assist in the examination, evaluation and comparison of Bids NHB may, at its discretion, ask the Bidder for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

## **8. PRELIMINARY EXAMINATION**

NHB will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information has been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order. The Bid determined as not in order as per the specifications will be rejected by NHB.

## **9. CONTACTING NHB**

Any effort by Bidder to influence NHB in the NHB's bid evaluation, Bid comparison or contract award decision may result in the rejection of the Bidders' bid. NHB's decision will be final and without prejudice and will be binding on all parties.

## **10. NHB'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS**

NHB reserves the right to accept or reject any Bid and the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for NHB's action. Decision of NHB in this regard shall be final and binding on the Bidders.

## **11. SIGNING OF CONTRACT.**

The successful Bidder(s) to be called as vendor, shall be required to enter into a Service Level Agreement (SLA) and Confidentiality Cum Non Disclosure Agreement (NDA) with NHB, within 15 days of the award of the tender or within such extended period as may be specified by NHB.

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**Annexure 'A'**

**PART - I: Bidder Information**

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

<b>S. No.</b>	<b>Information</b>	<b>Particulars / Response</b>		
1.	Company Name			
2.	Date of Incorporation			
3.	Company Head Office / Registered Office and Addresses Contact Person(s) Phone Fax E-mail Website			
4.	Provide the details regarding services currently provided by you to various issuers. Give details regarding issue size, number of issues, number of holders etc.			
5.	Any pending or past litigation (within five years)? If yes please give details.	Yes/No/Comments (if option is 'Yes')		
6.	Please mention turnover for last three years.	Year	Turnover	Profit/Loss(-)
		2009-10		
		2010-11		
		2011-12		

**SIGNATURE OF AUTHORISED SIGNATORY**

**NAME OF THE AUTHORISED SIGNATORY**

**SEAL OF COMPANY**

**PART - II: Information for Technical Evaluation**

	Criteria Points	(Max Marks)
1. Number of years of experience of the Firm as Registrar to the Issue for Public Offer (Equity and/or Debt)		Max Marks 20
a. Up to 5 years	5	
b. 5+ to 7 Years	10	
c. 7+ to 10 Years	15	
d. More Than 10 years	20	
2. Number of Public issues of Debt and Equity (of at least 3000 crore and above) managed in the capacity of The Registrar to the Issue in the past 5 years		Max Marks 20
a. upto 10 Issues	5	
b. 10+ to 15 Issues	10	
c. 15+ to 20 Issues	15	
d. More than 20 Issues	20	
3. Provide details regarding issues currently handled by the company. Give details regarding issue size, number of holders as on 30.09.2012, public issue or on private placement basis etc.		Max Marks 15
4. Provide details wherein any contact has been terminated by any Issuer after the firm has been appointed as Registrar to the issue mentioned therein at point number 2.		Max Marks 10
5. Manpower/Deal Team size that the applicant firm will dedicate for this particular issue/various tranche. if any, (give details alongwith name, qualifications and relevant experience)		Max Marks 10
6. Provide the details regarding infrastructure of the firm to handle such issues.		Max Marks 15
7. Escalation matrix and timeline for proposed issue in details		Max Marks 10

We confirm that, all the details mentioned above are true and correct and if NHB observes any misrepresentation of facts on any matter at any stage of evaluation, NHB has the right to reject the proposal and disqualify us from the process.

We hereby acknowledge and unconditionally accept that NHB can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP document, in short listing of RTA.

We also acknowledge the information that this bid is valid for a period of 30 days, for the short-listing purpose, from the date of opening of Commercial bid.

**SIGNATURE OF AUTHORISED SIGNATORY**

**NAME OF THE AUTHORISED SIGNATORY**

**SEAL OF COMPANY**

**PART - III:**

**(Letter to be submitted by bidder along with bid documents)**

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

Dear Sirs,

Kind Attn : Mr. K Chakravarthy, DGM

**Our proposal to act as Registrar to the Issue(s)**

We submit our Bid Document herewith.

If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by NHB to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us.

We understand that if our Bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.

We understand that you are not bound to accept the lowest or any bid received by you, and you may reject all or any bid; you may accept or entrust the entire work to one applicant or divide the work to more than one applicant without assigning any reason or giving any explanation whatsoever.

We understand that the names of short listed bidders after the completion of first stage (Technical Bid) and the name of the successful bidder to whom the contract is finally awarded after the completion of the second stage (Commercial Bid), shall be communicated to the bidders either over phone/e-mail/letter.

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

Yours faithfully,

For \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Authorised Signatory)

**Annexure-B**

National Housing Bank  
Core 5-A, Third Floor,  
India Habitat Centre,  
Lodhi Road,  
New Delhi - 110001

Dear Sirs,

Kind Attn : Mr. K Chakravarthy, DGM

**COMPLIANCE STATEMENT /DECLARATION**

- (a) "We certify that we have not been debarred from functioning by any regulatory authority. We further certify that there is no investigation pending against us or the CEO/ Directors of our concern. We will ensure that no such business or professional activity will be carried out by us, which may affect the interest of NHB".
- (b) "We hereby undertake that no action has been initiated against us by SEBI/CVC/RBI or any other Government/ Statutory agency with regard to any financial irregularities reported in various newspaper/ media or otherwise pertaining to loan syndication and any other financial dealing with various Banks/FIs/LIC and its subsidiaries/any other agency".
- (c) "We hereby confirm that provisions of section 297 and 299 of the Companies Act , 1956 have been complied with."
- (d) Following are the details as to whether the proprietor or any partner of the firm or director of the company has a relationship within the meaning of Section 6 of the Companies Act, 1956 with any of the Directors of NHB.

Sr. No.	Name of the proprietor/ partner of the firm/ director of the applicant firm/company	Name of the Director of National Housing Bank with whom the relationship exists	Nature of the relationship

- (e) If at any point of time, the undertaking is found to be incorrect, NHB reserves the right to reject/ terminate our Bid/ contract at any point of time without any notice. NHB may also take appropriate view regarding present/ future dealing with our company. Also, no fee/ brokerage shall be paid in such a case.
- (f) 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).

**SIGNATURE OF AUTHORISED SIGNATORY**

**NAME OF THE AUTHORISED SIGNATORY**

**SEAL OF COMPANY**



**Annexure 'C'**

National Housing Bank  
Core 5-A, Third Floor,  
India Habitat Centre,  
Lodhi Road, New Delhi - 110001

Dear Sirs,

Kind Attn : Mr. K Chakravarthy, DGM

**Format for Commercial Bid (On the letterhead of the Company)**

With reference to the RFP for acting as Registrar to the Proposed Public Issue of Tax Free Bonds of National Housing Bank, we hereby submit our proposal as per the following-

**1. Fees for Bonds Issue on Private Placement Basis :**

a. Fees upto allotment-

S. No.	Particulars	To be Quoted in	
		Unit	Rate in ₹
1	Processing Charges including data entry charges, validation of demat details, printing and mailing of acknowledgement letter/allotment/rejection/refund advice Bond Certificates, printing of interest/refund warrants, bulk mailing register, hosting of details on website etc.	Per application	

b. Fees Post Issue-

S. No.	Particulars	To be Quoted in	
		Unit	Rate in ₹
1	Yearly folio maintenance Charges - Lumpsum fee for all the services to be rendered as per the scope of work which will include transfer/ transmission/ consolidation/ splitting of Bonds, updation of/ change of address, POA, Lien, Bank mandate, ECS, processing of interest payment including printing of interest warrants and uploading of ECS credits, Reconciliation of interest account, Bulk mailing Register, Connectivity with NSDL/CDSL.	Per folio	
2	Any other charge: (Give details)		

**2. Fees for Bonds Issue under Public Offer**

a. Fees upto allotment-

S. No.	Particulars	To be Quoted in	
		Unit	Rate in ₹
1	Processing Charges including data entry charges, validation of demat details, printing and mailing of acknowledgement letter/allotment/rejection/refund advice Bond Certificates, printing of interest/refund warrants, bulk mailing register, hosting of details on website etc.	Per application	

b. Fees Post Issue-

S. No.	Particulars	To be Quoted in	
		Unit	Rate in ₹
1	Yearly folio maintenance Charges - Lumpsum fee for all the services to be rendered as per the scope of work which will include transfer/transmission/consolidation/splitting of Bonds, updation of/change of address, POA, Lien, Bank mandate, ECS, processing of interest payment including printing of interest warrants and uploading of ECS credits, Reconciliation of interest account, Bulk mailing Register, Connectivity with NSDL/CDSL.	Per folio	
2	Any other charge: (Give details)		

**Note:**

- ✓ However, all expenditure related to postage that may be incurred by R&T Agent in connection with execution of the assignment shall be paid by NHB at actual alongwith service tax and other statutory taxes/levies on the basis of actual levies.
- ✓ All preprinted stationary will be provided by NHB.
- ✓ Computer stationary, envelopes, binding , handling charges for dispatch, any other out of pocket expense will be charged on actual/on approximate basis.
- ✓ Fee payable to NSDL/CDSL will be borne by NHB.

**Signature of Authorised Signatory:**

**Seal of company**

XXXXXXX