

**Request for Proposal (RFP) for  
Appointment of Employees' Credential Verification Agency**

**HR & Administration Department  
Head Office, National Housing Bank  
Core 5-A, 3<sup>rd</sup> - 5<sup>th</sup> Floor, India Habitat Centre, Lodhi Road,  
New Delhi - 110 003  
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## Request for Proposal: 21.02.2018: National Housing Bank

### GLOSSARY

Abbreviation	Description
NHB	National Housing Bank
HO	Head Office, Delhi
RRO	Regional Representative Office
PSU	Public Sector Unit
PSB	Public Sector Bank
VC	Video Conference
EMD	Earnest Money Deposit
RFP	Request For Proposal
PBG	Performance Bank Guarantee
AMC	Annual Maintenance Cost
OEM	Original Equipment Manufacturer
ERV	USD-INR exchange rate variation
ORS	Online Reporting Solution

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

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### **1. IMPORTANT BID DETAILS**

1.	Date of commencement of sale of Bidding/Tender/RFP Documents	21/02/2018
2.	Pre-Bid meeting with Bidders (Date and Time)	12/03/2018
3.	Last date and time for sale of Bidding Documents	21/03/2018 : 05:00 PM
4.	Last date and time for receipt of Bidding Documents	21/03/2018 : 05:00 PM
5.	Date and Time of Technical Bid Opening	22/03/2018 : 12:00 PM
6.	Cost of RFP	NIL
7.	Earnest Money Deposit Amount	10000
8.	Place of opening of Bids	National Housing Bank, Information Technology Department Head Office Core 5-A, 5 <sup>th</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. The above schedule is subject to change. Notice of any changes will be provided through e-mail from designated contact personnel only or publishing on NHB's website. Further, please note that Commercial Bid opening Date, Time & Venue will be intimated to the technically qualified Bidders at a later date.**
- **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.**

## **2. National Housing Bank**

National Housing Bank (NHB), a statutory institution is a wholly owned subsidiary of the Reserve Bank of India, established under an Act of the Parliament.

- 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 regulate the activities of housing finance companies based on regulatory and supervisory authority derived under the Act.
  - To encourage augmentation of supply of buildable land and also building materials 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 a regional office located at Mumbai. It has representative offices located at Hyderabad, Chennai, Bengaluru, Kolkata, Ahmedabad and Bhopal.

## **3. Purpose:**

Bank recruits officers at various levels from time to time. Depending upon the requirement of the profile, these officers may have earlier work experience also. To carry out the exercise of previous employment credentials verification as well as to check the authenticity of all educational certificates like Degrees, Diplomas etc. of these officers, Bank needs to engage the services of external credential verification agency for the said purpose.

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

- (a) To verify & check the authenticity of all the credentials viz. educational certificates of the candidates, other such documents, which shall be handed over to the vendor by the Bank including Marksheets, Degrees, and Diplomas etc.
- (b) To verify the all the previous employment credentials of the candidates which shall be provided by the Bank. The vendor has to complete the exercise by the way of personal visits to the previous employers or other such means which can prove the authenticity of the documents and are acceptable to the Bank (includes the verification of signatory of the experience certificate, last salary drawn & the character of the candidate in that particular organization/ institution etc.).
- (c) The vendor has to complete all the verification and submit its final report within a month's time.
- (d) Bank will not make any separate payment towards travelling / halting etc. for the purpose of carrying out verification process.
- (e) In case the matter goes into litigation and / or disciplinary proceedings, and concerned person of the vendor is called for appearance, Bank will reimburse an amount not exceeding Rs. 5,000/- in case of internal hearings/ witness and an amount not exceeding Rs. 10,000/- per day in case of hearing / witness in court to such person.

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

The period of contract will be for 3 years subject to yearly review.

#### **Note:**

This RFP is not exhaustive in describing the functions, activities, responsibilities and services for which the bidder will be responsible. The Bidder, by participation in this tender, implicitly confirm that if any functions, activities, responsibilities or services not

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specifically described in this RFP are necessary or appropriate for the proper performance and they will be deemed to be implied by and included within the scope of services under this RFP and Bidder's response to the same extent and in the same manner as if specifically described in this RFP and Bidder's response.

### 6. Instructions to Bidders

#### 8.1 General :-

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/Tender/RFP documents may result in the rejection of its Bid and will be at the Bidder's own risk.

- All costs and expenses incurred by the Bidders in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by NHB, will be borne entirely and exclusively by the Bidder.
- No binding legal relationship will exist between any of the Bidders and NHB until execution of a contractual agreement, except the pre-contract integrity pact to be submitted along with the Bid. Post evaluation and finalization of the Bids and identification of the successful Bidder, the integrity pact will for part of the definitive agreement to be signed by the successful Bidder. For the other Bidders, the pre-contract integrity pact will be binding on them for any acts/omissions committed by the Bidder in violation/breach of the said pre-contract integrity pact in relation to the Bid submitted.
- Each Recipient 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 Consultant(s).
- 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 tender, through the nominated Point of Contact persons, mentioned below:

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Sourav Seal, Deputy General Manager, HR & Administration, National Housing Bank, Core 5-A, 4 <sup>th</sup> Floor, India Habitat Center, Lodhi Road, New Delhi - 110003	Narayan Sahai, Regional Manager, HR & Administration, National Housing Bank, Core 5-A, 4 <sup>th</sup> Floor, India Habitat Center, Lodhi Road, New Delhi - 110003
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- NHB may, in its absolute discretion, seek additional information or material from any Bidders after the tender/RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- Bidders should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
- If NHB, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then NHB reserves the right to communicate such response to all Bidders.
- Queries / Clarification if any, may be taken up with the contact persons detailed above before the deadline for submission of Bids between 11:00 am to 5:00 pm from Monday to Friday.
- NHB may, in its absolute discretion, engage in discussion or negotiation with any Bidder (or simultaneously with more than one Bidder) after the tender/RFP closes to improve or clarify any response.
- Bidder should not have been blacklisted/debarred from participation in the Bid process by any of the Govt. Departments/PSU/Banks/Financial Institutes in India.
- 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.

### 8.2 Soft Copy of Tender/RFP Document

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The soft copy of the Tender/RFP document will be made available on NHB's website <http://www.nhb.org.in> . The Bidders will need to pay the non-refundable fee of Rs. 2,000 (Rupees Two Thousand only) by way of ECS into NHB' account as described in Clause 8.12(i).

The proof of the payment should be enclosed and put in the envelope containing the Technical Bid; in the absence of which the Bid may not be considered for further evaluation.

### 8.3 Non-Transferability of Tender/RFP

This tender/RFP document is not transferable.

### 8.4 Erasures or Alterations

The offers containing erasures or alterations may not be considered. Any interlineations', erasures or overwriting 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. NHB may treat offers not adhering to these guidelines as unacceptable. NHB may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This shall be binding on all Bidders and NHB reserves the right for such waivers.

### 8.5 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.
- The amendment will be posted on NHB's website [www.nhb.org.in](http://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 some omission is done by any Bidder.
- 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.



## **8.6 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.

## **8.7 Masked Commercial Bid**

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

## **8.8 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.

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

1. Bidder's information in the format as prescribed in **Annexure I**;
2. Bidder's Experience details in the format as prescribed in **Annexure II**;
3. Compliance Statement Declaration in the format as prescribed in **Annexure III**;
4. List of Deviations, if any, in the format as prescribed in **Annexure IV**;
5. Information on Minimum Eligibility in the format as prescribed in **Annexure V**;
6. **The Technical Proposal**: The Technical Bid should be submitted in the format as prescribed in **Annexure VII** along with the covering letter in the format as prescribed in **Annexure VI**. Documents comprising the Technical Proposal should be
7. **The Commercial Proposal**: The Technical Bid should be submitted in the format as prescribed in **Annexure IX** along with the covering letter in the format as prescribed in **Annexure VIII**. Documents comprising the Commercial Proposal/Bid should be
8. ECS Mandate in the format as prescribed in **Annexure X**;
9. Letter of Competency in the format as prescribed in **Annexure XI**;

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10. Resolution Matrix in the format in **Annexure XII**;

*Note: Bids without the RFP cost and EMD amount will be rejected.*

### 8.10 Bid Currency

Bids to be quoted in Indian Rupee only.

### 8.11 Earnest Money Deposit (EMD)

- (a) All the responses must be accompanied by a refundable interest free security deposit of Rs. 10000/- (Rs. Ten Thousand Only), by way of an e-payment in favour of **National Housing Bank**.

The Accounts details are given below:

S.No	Type	Particulars
1	Beneficiary Name	National Housing Bank
2	Beneficiary Address	Core 5A, 4th Floor, India Habitat Centre, Lodhi Road, New Delhi 110 003
3	Beneficiary Bank Name	State Bank of India
4	Beneficiary Bank Branch Address	Pragati vihar Delhi Branch, Ground Floor, Core-6, Scope Complex, Lodhi Road, New Delhi – 110 003
5	Type of Bank Account	Current account
6	Beneficiary Bank A/C No	52142903844
7	IFCS code of Bank branch	<b>SBIN0020511</b>
8	MICR No	<b>110002658</b>

- (b) The proof of the payment should be enclosed and put in the envelope containing the Technical Bid; in the absence of which the Bid may not be considered for further evaluation. The Bidders are also required to submit ECS Mandate Form as enclosed in **Annexure-X**.
- (c) Any Bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

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- (d) Request for exemption from EMD will not be entertained.
- (e) Save as otherwise provided herein or in the definitive agreement, the EMD amount of all unsuccessful Bidders would be refunded on completion of the tendering process on or before 30 days post award of work/contract.
- (f) Save as otherwise provided herein or in the definitive agreement, the successful Bidder will be refunded the EMD amount after execution of SLA and submission of PBG for 100 % of EMD amount as per terms of the RFP.
- (g) 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; and
  - In case of any breach of the pre-contract integrity pact.

### 8.12 Period of Validity of Bids

- Prices and other terms offered by Bidders must be valid for an acceptance period of six months from the date of submission of commercial Bid.
- In exceptional circumstances NHB may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.

### 8.13 Format and Signing of Bids

Each Bid shall be in two parts:

- **Part I:** consists of Minimum Eligibility Criteria, Technical Bid and Masked Commercial Bid [price Bids without any price]. The above contents will be referred to as **“Technical Proposal”**.
- **Part II :** covering only the Commercial Bid herein referred to as **“Commercial Proposal”**

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- The Original Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

### 8.14 Sealing and Marking of Bids

- The envelop shall be addressed to NHB at the address given below:  
Dy. General Manager  
Human Resource & Administration Department  
National Housing Bank  
Core 5A, 4<sup>th</sup> Floor, India Habitat Centre  
Lodhi Road  
New Delhi – 110003
- All envelopes should indicate on the cover the name and address of Bidder along with contact number.
- The Bidder shall seal the envelopes containing Technical and Commercial proposals separately.
- The envelope should be non-window and separately super scribed as **“Technical Proposal for Engagement of Agency for Credential Verification”**, and **“Commercial Proposal for Engagement of Agency for Credential Verification ”**, as applicable.
- If the envelop is not sealed and marked, NHB will assume no responsibility for the Bid's misplacement or its premature opening.
- Bids not sealed properly shall not considered and will stand rejected without recourse.

### 8.15 Deadline for submission of Bids

- The Bids must be received by NHB at the addressed specified, not later than the last date of Bid submission as indicated above.
- In the event of the specified date for the submission of Bids, being declared a holiday for NHB, the Bids will be received up to the appointed time on the next working day.

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- NHB may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, 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.

### 8.16 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.

### 8.17 Modification and/or Withdrawal of Bids:

- The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification including substitution or withdrawal of the Bids is received by NHB, prior to the deadline prescribed for submission of Bids.
- The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of Bids.
- No Bid may be modified after the deadline for submission of Bids.
- No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid form. Withdrawal of a Bid during this interval may result in the Bidders' forfeiture of its EMD.
- NHB has the right to reject any or all tenders received without assigning any reason whatsoever. NHB shall not be responsible for non-receipt / no delivery of the Bid documents due to any reason whatsoever.

### 8.18 Opening of Bids by NHB

- On the scheduled date and time, Bids will be opened by NHB Committee in presence of Bidder representatives who will attend the meeting on the specified date.
- **Place of Opening of Bids:** Bank's Head Office, New Delhi

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- The Bidder name and presence or absence of requisite EMD, RFP cost and such other details as NHB, at its discretion may consider appropriate will be announced at the time of technical Bid opening.

### **8.19 Clarification of Bids**

During evaluation of Bids, NHB, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

### **8.20 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.
- 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.

### **8.21 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.

### **8.22 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.

### **8.23 Price Composition & Variation**

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- The Bidder should clearly furnish the cost matrix strictly as per the structure, if any, provided in the **Annexure IX**. Any deviation may lead to Bid rejection. Also no options should be quoted other than as per the commercial Bid. Wherever options are given, the Bid is liable to be rejected.
- The commercial offer shall be on a fixed price basis. No price variation relating to cost of consultancy excl. taxes (present and future) will be entertained for any work assigned during the period of contract.
- Only service tax will be paid as actual as per statutory revision.
- Date of implementation of project shall be 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.

### **8.24 Timely availability of Support Services**

The vendor should have proper and adequate support mechanism in place at its end to provide all necessary support under this set-up as and when required by the Bank.

### **8.25 Modification and Withdrawal**

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 Bidder happens to be successful Bidder.

### **8.26 Revelation of Prices**

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

### **8.27 Terms and Conditions of the Bidding firms**

The Bidding firms are not required to impose their own terms and conditions to the Bid and if submitted will not be considered as forming part of their Bids. The Bidders are advised to clearly specify the deviations as per section Annexure-IV, in case terms and conditions of the contract applicable to this invitation of tender are not acceptable to them. The Bidders should also describe clearly in what respect and up to what extent the equipment and services being offered differ/ deviate from the specifications laid down in the specifications and

requirements.

### **8.28 Local conditions**

The Bidder must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

### **8.29 Contacting NHB or putting outside influence**

Bidders are forbidden to contact NHB or its Consultants 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.

### **8.30 Proposal Content**

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

### **8.31 Banned or Delisted Bidder**

The Bidder has 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

### **8.32 Compliance with Laws**

- (a) The Consultant shall undertake to observe, adhere to, abide by, comply with and notify NHB about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect NHB and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise



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for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

- (b) The Consultant shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc, as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NHB and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and NHB shall give notice of any such claim or demand of liability within reasonable time to the Consultant.
- (c) In case NHB undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Consultant under this Contract.

### 8.33 Intellectual Property Rights

The Bidder warrants that in the event of its selection as the Consultant: -

- (a) The Inputs to be provided by it shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
- (b) It further warrants that the Deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
- (c) In the event that the Deliverables become the subject of a claim of violation or infringement of a third party's intellectual property rights, the Bidder shall, at its choice and expense: (a) procure for NHB the right to continue to use such Deliverables; (b) replace or modify such Deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified Deliverables as the infringing Deliverables; or (c) if the rights to use cannot be procured or the Deliverables

cannot be replaced or modified, accept the return of the Deliverables and reimburse NHB for any amounts paid to the Bidder for such Deliverables, along with the replacement costs incurred by NHB for procuring an equivalent equipment in addition to the penalties levied by NHB . However, NHB shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the Bidder shall be responsible for payment of penalties in case service levels are not met because of inability of NHB to use the proposed solution.

- (d) The indemnification obligations stated in this clause apply only in the event that the Indemnified Party provides the Indemnifying Party prompt written notice of such claims; grants the Indemnifying Party sole authority to defend, manage, negotiate or settle such claims; and makes available all reasonable assistance in defending the claims (at the expense of the Indemnifying Party). Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the Indemnified Party make any payment or bear any other substantive obligation without the prior written consent of the Indemnified Party. The indemnification obligations stated in this clause reflect the entire liability of the parties for the matters addressed thereby.
- (e) The Bidder acknowledges that business logics, work flows, delegation and decision making processes of NHB are of business sensitive nature and hence shall not be referred to other clients, agents or distributors of the software. The project shall be deemed as incomplete in case the desired objectives of the project as mentioned in the scope of the project are not met and in case the system is unable to facilitate the processes duly supported by various requirements as envisaged in the RFP.

#### **8.34 False / Incomplete statement**

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

- a. If such statement is found at the tender stage, his total earnest money shall be forfeited and tender will be summarily rejected.
- b. In case such a statement is found at the contract stage appropriate action as decided by NHB shall be applicable.

### **8.35 Pre-Bid Meeting**

For the purpose of clarification of doubts of the bidders on issues related to this RFP, NHB intends to hold a Pre-Bid meeting on March 12, 2018. The queries of all the bidders, in writing, should reach by e-mail or by post on or before 11:00 AM on \_March 12, 2018, on the address as mentioned on page no. 05 point 07. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid meeting. Clarifications on queries will be given in the Pre-Bid meeting. Only the authorized representatives of the bidders, will be allowed to attend the Pre-Bid meeting.

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

Minimum marks to be obtained by the bidders to technically qualify would be 60. All the bidders who will obtain technical score less than 60 shall be rejected by the Bank.

Financial bid of technically qualified bidders shall be opened by the Banka and the financial bids of technically disqualified bidders shall be returned as it is.

L1 bidder shall be awarded the project. The criteria for arriving at L1 bidder has been given on the Commercial Bid format.

### **8. Commercial Terms and Conditions**

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

#### **10.1 Currency**

The Bidder is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR may not be considered.

## **10.2 Price**

- a) The Price quoted by the Bidder should include all type of costs.
- b) The price should be valid for full contract period of 3 years.
- c) The price should be exclusive of GST and inclusive of all other taxes, duties, levies charges, transportation, insurance, octroi etc as per commercial Bid.
- d) The price quoted by the Bidder shall be fixed during the Bidder's performance of the contract i.e., for a period of 3 years and extended if required by NHB.
- e) Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- f) Based on the contracted rates, NHB at its discretion may place repeat order annually after performance review of the previous year/assignment.
- g) For any future requirement, order will be placed at the contracted man-day rate as mentioned in the Commercial Proposal & as per applicable terms of this RFP. Failure in accepting the order will attract terms of penalty & termination of this RFP, at discretion of NHB.

## **10.3 Payment Terms**

Any payment will be released only after submission of final investigation report acceptable to the Bank duly supported / substantiated by documentary support/evidence etc.

After receipt of final report as stated above, Bank will release the payment within a fortnight.

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

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

## **11. General Terms and Conditions**

**11.1** 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.

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- 11.2** At any time prior to the deadline for submission of Bids NHB may, for any reason, whether at his own initiative or in response to a clarification requested by prospective Bidders, modify the RFP by amendment, which will be placed on NHB's website for information of all prospective Bidders.
- 11.3** All such amendment shall become part 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.
- 11.4** Bidder must take into consideration each and every line of this RFP document while preparing technical and commercial proposal for the project. Bidder is requested to get any issue clarified by NHB before submitting the responses. The Bids submitted should be complete in all respect meeting all deliverables under the project. It will be sole responsibility of the selected Bidder to deliver each and everything as per the scope of the project during the contracted period. NHB will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right direction.
- 11.5** NHB reserves the right to extend the dates for submission of responses to this document with intimation on NHB's website.
- 11.6** NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.
- 11.7** NHB shall be under no obligation to accept the lowest or any other offer received in response to this tender notice 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 purchase. NHB will not be obliged to meet and have discussions with any Bidder, and or to listen to 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.
- 11.8** Although service window has been defined as **9.00am** to **9.00pm**, the selected Bidder must provide services on beyond the above time in case of urgent requirement of NHB without any extra cost.
- 11.9** Notwithstanding anything to the contrary contained in the contract, NHB shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available

## Request for Proposal: 21.02.2018: National Housing Bank

to it under the contract or otherwise if the selected Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.

**11.10** On faithful and satisfactory execution of assignments under contract in all respects, the PBG of the selected Bidder will be released by NHB after a period of 30 days after completion/execution of the assignments/contract.

**11.11** Bidder must deploy manpower having requisite qualification, experience, skill-set etc. for carrying out the verification process.

**11.12** 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.

**11.13** The scope of the proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this RFP, on end-to-end solution basis.

**11.14** 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.

**11.15** By submitting a proposal, the Bidder agrees to promptly contract with NHB for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with NHB, will relieve NHB of any obligation to the Bidder, and a different Bidder may be selected.

**11.16** Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by NHB.

**11.17** Time and quality of the service are the essence of this agreement. Failure to do so will be considered as breach of the terms and conditions of the contract.

### **11.18 Penalty**

If the vendor fails to complete the process within stipulated time, the Bank will impose a penalty of 10% of the order value for each weeks delay or part thereof attributable to the vendor, subject to maximum of 25% of the order value. Fraction of week is to be

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construed as one full week for arriving at the delay in terms of weeks. Once the maximum is reached the Bank may consider cancellation of the order and the performance bank guarantee submitted may be invoked.

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

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

### **11.20 Definitive Agreement**

The successful Bidder will sign Service Level Agreement (SLA) in the format as provided in **Annexure XIII** and the Confidentiality cum Non-Disclosure Agreement (NDA) in **Annexure XIV** 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 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.

### **11.21 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 Consultant.

### **11.22 Liquidated Damages**

If the Consultant fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the final contract negotiations, NHB reserves the right to recover damages at 25 percent of the contract value per week or part thereof subject to a maximum of 50% of contract value for non-performance/delayed performance.

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

## **Request for Proposal: 21.02.2018: National Housing Bank**

The vendor 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.

### **11.24 Assignment**

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

### **11.25 Duration of Contract**

The contract will be valid for 3 years from the date of the work order/letter of award.

## **12. JURISDICTION AND APPLICABLE LAW**

This agreement including all matter 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 subject to exclusive jurisdiction of the Indian Courts at Delhi.



# Annexures

**Bidder Information**

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

S. No.	Information	Particulars / Response
1.	Company Name	
2.	Date of Incorporation	
3.	Type of Company [Govt/PSU/Pub. Ltd / Pvt. Ltd/partnership/proprietary]	
4.	Registration No. and date of registration. <b>Registration Certificate to be enclosed</b>	
5.	Address of Registered Office with contact numbers [phone / fax]	
6.	PAN No	
7.	<b>Contact Details of Bidder authorized to make commitments to NHB</b>	
8.	Name	
9.	Designation	
10.	FAX No	
11.	Mail ID	
12.	Company Head Office and Addresses Contact Person(s) Phone Fax E-mail Website	
13.	Provide the range of services /options offered by you covering service description and different schemes available for: o Implementation of online reporting Solution	Yes / No / Comments (if option is 'No')
14.	Any pending or past litigation (within three years)? If yes please give details Also mention the details of claims and	Yes/No/Comments (if option is 'Yes') (If option is 'Yes' Bidder may Not be considered)

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	complaints received in the last three years (About the Company / Services provided by the company).			
15.	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(-)
		2014-15		
		2015-16		
		2016-17		

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

**Authorized Signatories**

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

**Date:**

Bidder Experience Details

1.	Bidder's experience providing consultancy in the field of credential verification (in years)			
	a) Experience in India			
	b) Global experience			
2.	Details of minimum three service/supply contracts on credential verification work executed with Public Sector Banks/FIs/Ministry of India.			
3.		Name of the customer & Contact information	Active/Expired	Contract Period (From to To Date)
4.	Project 1			
5.	Project 2			
6.	Project 3			
7.	Total number of service contracts executed.			
8.	Service Parameters			
9.	No. of qualified personnel employed			
10.	Number of operating offices in India			
11.	Details of Reference client's Sites			
	Reference site 1			
	Reference site 2			
12.	Operating Office in NCR.			

Authorized Signatories

(Name &amp; Designation, seal of the company)

Date:

Confidential

**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 company)**

**Date:**

**LIST OF DEVIATIONS**

We certify that the services offered by us for tender confirms to the requirement stipulated as per this RFP with the following deviations

Bidders are requested to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.

NHB may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by NHB will not entitle the Bidder to submit a revised Bid.

List of deviations

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

(If left blank it will be construed that there is no deviation from the specifications given above)  
(The decision of NHB is final towards evaluation of the Bid documents)

**Authorized Signatories**

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

**Date:**

Minimum Eligibility

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

S.No.	Basic Requirements
1.	The bidder must be a Pvt. Ltd./Public Ltd. Company, or Sole Proprietorship/partnership firm/LLP having license to carry out credential investigations.
2.	The bidder must be ISO 9001 (or higher) certified
3.	The bidder must have its presence in Delhi/NCR.
4.	The annual turnover of the bidder must be Rs. 25 lacs or above
5.	The bidder must not have been blacklisted by any organization and or under criminal litigation
6.	The bidder must have experience in carrying out credential investigation work for last 2 years, out of which minimum one clients should be from PSB/PSU/Govt. Sector.

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

**Technical Bid Covering Letter**

Date :

To  
The \_\_\_\_\_  
National Housing Bank,  
Information Technology Department  
Head Office  
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,  
New Delhi - 110003

Dear Sir,

**Technical Bid - Providing Corporate Investigation Service for verification of credentials**

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

We also enclose masked Commercial Bid.

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

Dated at \_\_\_\_\_ / \_\_\_\_\_ day of \_\_\_\_\_ 2014.

Yours faithfully,

**For**

**Signature**

**Name:**

**Address:**

**(Authorised Signatory)**

Confidential



**Technical Bid Format**

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

- 1. Details as detailed under Chapter G.\_\_\_\_**
- 2. List of deviations** (as per Annexure -IV )
- 3. Technical Proposal Covering Letter** (as per Annexure -VI)

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

Commercial Bid Covering Letter

The \_\_\_\_\_  
National Housing Bank,  
Information Technology Department  
Head Office  
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,  
New Delhi - 110003

Dear Sir,

**Commercial Bid - Providing Corporate Investigation Service for verification of credentials**

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

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

Yours faithfully,  
For .....

**Signature**

**Name**  
**Address**

**(Authorised Signatory)**  
Date:

Commercial Bid Format

Sr. No.	Description	Rate per individual
1.	Base Charges per employee (which includes 3 Educational Qualification & 03 Experience verification)	
2.	Additional Per Employment Verification Charges	
3.	Additional Per Educational Certificate Verification Charges	
4.	Any other document verification charges (per document)	

**L1 criteria:**

The total of Sr. No. 1 + 2 + 3+ 4 will be taken as the rate for calculation of L1 bidder.

**Note:**

1. Other than the charges mentioned above, Bank shall not make any other payments to the vendor.
2. The rate quoted in the table should be inclusive of all charges excluding GST

(Name & Designation, seal of the company)

Date:

[To be submitted along with Technical Bid]

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

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

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

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

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

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

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

Service Tax 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.

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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

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

Bank's Stamp:

Date:

Signature of the Authorized Official of the Bank

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**Letter of Competence Format**

[To be submitted along with Technical Bid]

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

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

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

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

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

**Authorized Signatories**

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

**Date:**

**Resolution Matrix**

[To be submitted along with Technical Bid]

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

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

**Authorized Signatories**

(Name & Designation, seal of the company)

Date:

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

Service Level Agreement

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

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

\_\_\_\_\_, a company registered under the Companies Act, 1956, having its registered office at \_\_\_\_\_ (hereinafter called the “**Consultant**”, which expression shall include wherever the context so permits, its successors and permitted assigns).

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

WHEREAS

- (A) NHB intends to hire the Consultant for \_\_\_\_\_, as detailed in the Request for Proposal no. \_\_\_\_\_ on \_\_\_\_\_ (date) (includes Corrigendum/Clarification issued) (hereinafter collectively referred to the “**RFP** (attached hereto as **Appendix- I**).
- (B) The Consultant, after being selected through open tendering process by way of floating the RFP by NHB followed by evaluation of Technical and Commercial Bids of the Bidders, has accepted/agreed to provide the services on the terms and conditions set forth in in the RFP, and the letter of award no. \_\_\_\_\_ dated \_\_\_\_\_ (“LoA”) (attached hereto as **Appendix- II**) issued by NHB;
- (C) The Consultant has accepted and agreed to provide the Services in accordance with terms and conditions of RFP and the LoA.



## Request for Proposal: 21.02.2018: National Housing Bank

- (D) In terms of the RFP, NHB and the Consultant have agreed to enter into this definitive service level 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 Contract have the following meanings:

- (a) "Applicable Law" 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) "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 Consultant as employees and assigned to the performance of the Services or any part thereof.
- (f) "Project" means collectively the Services and the Deliverables to be provided as detailed in the RFP.
- (g) "Services" or "Scope of Work" means and includes the scope of work to be performed by the Consultant as set out in Clause \_\_\_\_\_ of the RFP.
- (g) "Starting Date" means the date referred to in Clause-2.2 hereof;
- (h) "Third Party" means any person or entity other than NHB and the Consultant.

#### 1.2 Principles of Interpretation

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In this Contract, unless the context otherwise requires:

- a) All capitalized terms unless specifically defined in this Contract 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 Contract in accordance with such meanings;
- c) The RFP, the LoA 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 Consultant.

### 1.3 Purpose

- 1.3.1 It is hereby agreed that the Consultant shall provide the Services to NHB as set out in the RFP till the completion of the Project. The objective of the Project is to make \_\_\_\_\_.

#### 1.3.2 Performance of the Scope of Work

The Consultant 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 the date of acceptance of the LoA by the Consultant unless the period is extended in accordance with this Agreement.

#### 1.3.4 Contract Price

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The assignments to be performed under this Contract is fixed price contract and the Consultant shall be paid the total price consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) ("**Contract Price**") for the satisfactory performance/execution of the entire assignment under the Project. The Contract Price shall be paid by NHB as per the payment terms agreed at Clause 4.2 of this Agreement.

### 1.4 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between NHB and the Consultant. The Consultant, subject to this Agreement, has complete charge of personnel to be engaged by the Consultant for performing the Services and shall be fully responsible for the works to be performed by them or on their behalf hereunder.

### 1.5 Language

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

### 1.6 Headings

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

### 1.7 Notices

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

**For NHB:**

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

## Request for Proposal: 21.02.2018: National Housing Bank

### For the Consultant:

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

1.7.2 Notice will be deemed to be effective as follows

- (a) In the case of personal delivery or registered mail, on delivery;
- (b) In case of telegrams, ninety six (96) hours following confirmed transmission; and
- (c) 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 Owner.

### 1.9 Authority of Consultant

The Consultant hereby authorize \_\_\_\_\_ to act on their behalf in exercising the entire Consultant's rights and obligations towards NHB under this Contract, including without limitation the receiving of instructions and payments from NHB.

### 1.10 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

- (a) On behalf of NHB by \_\_\_\_\_ or his designated representative;
- (b) On behalf of the Consultant by \_\_\_\_\_ or his designated representative.

### 1.11 Taxes and Duties

The Consultant and the personnel shall pay the taxes including service tax duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this Agreement and NHB shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

## **2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **2.1 Effectiveness of Contract**

This Agreement will become effective for the date of signing by both the Parties. In case the Agreement is signed in different dates, the same will be effective from the date it is signed by the last Party.

### **2.2 Commencement of Services**

The Consultant shall begin carrying out the Services immediately viz. from the date of acceptance of LoA (the "Starting Date"), 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.

### **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. Pursuant to Clause-5.2 hereof, 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 clause 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 at its part.

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

### **2.6.2 No Breach of Contract**

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

### **2.6.3 Measures to be taken**

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

### **2.8 Termination**

**2.8.1 By NHB**

NHB may by not less than fifteen (15) calendar days written notice of termination to the Consultant (except in the event listed in paragraph (f) 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 Consultant 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 Consultant 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 Consultant fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause-8 hereof;
- (d) If the Consultant submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the Consultant knows to be false;
- (e) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) If NHB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**2.8.2 Cessation of Rights and Obligations**

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

- (a) Such rights and obligations as may have accrued on the date of termination or expiration,



- (b) The obligation of confidentiality set forth in Clause-3.7 hereof,
- (c) Any right which a Party may have under the Applicable Law.

### **2.8.3 Cessation of Services**

Upon termination of this Contract by notice pursuant to clauses-2.8.1 hereof, the Consultant 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 upon Termination**

Upon termination of this Contract pursuant to Clauses-2.8.1 hereof, NHB shall make the following payments to the Consultant:

- (a) Remuneration pursuant to Clause-4 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) Reimbursable expenditures pursuant to Clause-4 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) Except in the case of termination pursuant to paragraphs (a) to (d) of Clause-2.8.1 hereof reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultant's personnel and their eligible dependents.

## **3.0 OBLIGATIONS OF THE CONSULTANT**

### **3.1 Standard of Performance**

The Consultant 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 Consultant 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 Law Governing contract**

The Consultant shall perform the assignment in accordance with the applicable Law and shall take all practicable steps to ensure that the Personnel of the Consultant comply with the Applicable Law.

**3.3 Conflict of Interest**

The Consultant 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 Consultant Not to Benefit from Commissions, Discounts etc.**

The payment of the Consultant by NHB shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that its Personnel similarly shall not receive any such additional payment.

**3.5 Consultant and Affiliates not to be otherwise interested in Project**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and its affiliates shall be disqualified from providing goods, works or services resulting from or directly related to the Consultant's Services for the preparation or implementation of the Project.

**3.6 Prohibition of Conflicting Activities**

The Consultant 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 Consultant and its affiliates hired to provide services for the proposed assignment will be disqualified from services related to the initial assignment for the same Project subsequently.

**3.7 Confidentiality**

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

A separate non-disclosure cum confidentiality agreement ("NDA") will be signed between the Consultant and NHB.

### **3.8 Insurance to be taken out by the Consultant**

The Consultant 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 Consultant or their staff on the assignment

### **3.9 Liability of the Consultant**

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

- (a) The Consultant shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Consultant and its Personnel; and
- (b) The Consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultant had no control.

### **3.10 Indemnification of NHB by the Consultant**

The Consultant 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, but not limited to, legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) a wrongful action, negligence or breach of contract by the Consultant or its

personnel; and/or (ii) any negligence or gross misconduct attributable to the Consultant or its personnel; and/or (iii) any claim made by employees who are deployed by the Consultant against the Bank; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statues/various labour laws by the Consultant to its employees; and/or (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights.

### **3.11 Limitation of Liability**

- (i) The Consultant's aggregate liability, in connection with obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to \_\_\_\_\_ times the total contract value.
- (ii) The Consultant'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 service Provider shall be actual.
- (iii) Under no circumstances, NHB shall be liable to the Consultant for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if the has been advised of the possibility of such damages.

### **3.12 Consultant's Actions Requiring Owner's Prior Approval**

The Consultant shall not enter into a sub contract for the performance of any part of the Services, without the prior approval of NHB. However, the Consultant can hire the services of Personnel to carry out any part of the services. The Consultant shall remain fully liable for the performance of the services by its personnel pursuant to this Contract.

### **3.13 Reporting Obligations**

The Consultant 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 Consultant to be the Property of NHB:**

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

### **3.15 Consultant's Personnel**

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

The Consultant shall strictly comply with all applicable labour laws and such other statutory Laws in relation to the services to be provided and the personnel engaged by the Consultant 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 the Bank and said personnel so engaged by the Consultant.

The Consultant shall be responsible for making appropriate deductions in respect of income tax and any other statutory deductions under laws in respect of its personnel/employees engaged by the Consultant under this Agreement. The Consultant agrees to indemnify NHB in respect of any claims that may be made by statutory authorities against NHB on in respect of contributions relating to its personnel/employees engaged by the Consultant 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 Consultant.

### **3.16 Non-Compete**

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

**3.17 Transfer of this Agreement:**

The Consultant will inform the Bank about any change in its ownership. The Consultant will ensure that the NHB's interest will be protected with utmost care.

**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 Consultant for carrying out the assignment under the Contract.

**4.2 Payment Terms**

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

The Consultant 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 Consultant 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 Consultant under this Agreement, and, not to accept an application for employment from him/her, while he is under the term of this Agreement, and, for up to twelve (12) months from the date of last assignment of the work under this Agreement with NHB.

**5.0 FAIRNESS AND GOOD FAITH**

**5.1 Good Faith**

The Parties undertake to act in good faith 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

## **5.2 Operation of the contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the Term of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them and without detriment to the interest of either of them and that, if during the tenure of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no-failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause-7 hereof.

## **5.3 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.

## **6.0 JURISDICTION AND APPLICABLE LAW**

This agreement including all matter 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 subject to exclusive jurisdiction of the Indian Courts at Delhi.

## **7.0 SETTLEMENT OF DISPUTES**

All disputes and/or differences, which may arise out of, in relation to, or in connection with this Agreement, or the breach thereof, shall be settled amicably. If, however, the parties are not able to solve them amicably without undue delay, the same shall be settled by arbitration in accordance with the rules & procedures under the Indian Arbitration & Conciliation Act, 1996 (as amended from time to time). The place of the arbitration shall be at New Delhi. The arbitration tribunal shall consist of sole i.e. 1(one) arbitrator appointed by the Executive Director (in charge of the \_\_\_\_\_ Department of

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NHB,). The arbitrator shall be appointed within fifteen (15) days from the date of first recommendation for an arbitrator in written form for a Party to the other. The award of arbitrator made in pursuance thereof shall be final and binding on the parties. All costs of the arbitration shall be borne equally by the Parties.

Notwithstanding, it is agreed that the Consultant shall continue work for the assignment under this Agreement during the 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

**FOR AND ON BEHALF OF NATIONAL HOUSING BANK [OWNER]**

By \_\_\_\_\_

Authorized Representative

**FOR AND ON BEHALF OF LIASES FORAS REAL ESTATE RATING & RESEARCH PVT. LTD. [CONSULTANT]**

By \_\_\_\_\_

Authorized Representative

Place:

Date:



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

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

\_\_\_\_\_, a limited liability partnership firm incorporated \_\_\_\_\_, having its Registered Office at ..... (hereinafter called "the Consultant"); and

the National Housing Bank, a bank constituted under the National Housing Bank Act,1987 (Central act No. 53 of 1987) having its Head Office at Core-5A,5<sup>th</sup> Floor, India Habitat Centre, Lodhi Road, New Delhi-110003; (herein after referred to as "NHB")

The Consultant & 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

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

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

### 2. Confidentiality:

- a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far this may be required for the proper exercise of the Parties respective rights 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

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- (v) is or has been independently developed by the Recipient/Receiving party without using the confidential information;
- (vi) is disclosed with the prior consent of the disclosing party.

3. **Non -Disclosure of Proprietary Information:** For the period during the agreement or its renewal, the Recipient/Receiving Party will:
  - a) Use such Proprietary Information only for the purpose for which it was disclosed and without written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
  - b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance and
  - c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3<sup>rd</sup> party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.
4. **Limit on Obligations:** The obligations of the Recipient/ Receiving Party specified in clause 3 above shall not apply and the Recipient/ Receiving Party shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary information :
  - a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient/ Receiving Party;
  - b) is in the Recipient's/ Receiving Party's possession at the time of disclosure otherwise than as a result of the Recipient's/ Receiving Party's breach of an obligation of confidentiality owed to the Disclosing Party;
  - 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.

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

\_\_\_\_\_ NATIONAL HOUSING BANK

**(Consultant)**

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.

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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, in addition to other remedies, which may be available to the parties under law.
9. This Agreement shall be governed and construed in accordance with the laws of India and shall be under 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.

**10. Miscellaneous**

- a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.
- b) This Agreement will be binding upon & ensure 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.

In witness whereof, the parties have to 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:

**(Format of Bank Guarantee)**

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

To  
**National Housing Bank**

\_\_\_\_\_

In consideration of the National Housing Bank (hereinafter referred to as "NHB", which expression shall, unless repugnant to the context or meaning, thereof include its successors, representatives and assignees), having awarded in favour of M/s. \_\_\_\_\_ having registered office at \_\_\_\_\_ (hereinafter referred to as "the Consultant", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees), a contract for \_\_\_\_\_ under the \_\_\_\_\_ ("the RFP") (hereinafter referred to as "the Contract") on terms and conditions set out, inter-alia, in the Service Level Agreement dated \_\_\_\_\_ and the Consultant having agreed to provide a Performance Bank Guarantee for the faithful performance of the entire "Contract" including the warranty obligations /liabilities under the contract Equivalent to \_\_\_\_% of the said value of the Contract if any, to NHB amounting to \_\_\_\_\_ (in words) in the form of a bank guarantee.

We, \_\_\_\_\_ (Name) \_\_\_\_\_ (Address) (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees) do hereby irrevocably guarantee and undertake to pay NHB merely on demand without any previous notice and without any demur and without referring to any other source, any and all monies payable by the Consultant by reason of any breach by the said Consultant of any of the terms and conditions of the said Contract including non-execution of the Contract at any time till \_\_\_\_\_ (day /month/ year). Any such demand made by NHB on the Bank shall be conclusive and binding, absolute and unequivocal not withstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority. The Bank agrees that the guarantee herein contained shall continue to be enforceable till this sum due to NHB is fully paid and claims satisfied or till NHB discharges this Guarantee.

NHB shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time of performance by the

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Consultant. The Bank shall not be released from its liabilities under these presents by any exercise of NHB of the liberty with reference to the matter aforesaid.

NHB shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between NHB and the Consultant or any other course or remedy or security available to NHB and the Bank shall not be released of its obligations/ liabilities under these presents by any exercise by NHB of his liberty with reference to the matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on part of NHB or any other indulgence shown by NHB or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee. The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of NHB.

The Bank further agrees that the decision of NHB as to the failure on the part of the Consultant to fulfil their obligations as aforesaid and/or as to the amount payable by the Bank to NHB hereunder shall be final, conclusive and binding on the Bank.

The Bank also agrees that NHB shall be entitled at his option to enforce this guarantee against the Bank as a principal debtor, in the first instance notwithstanding any other security or guarantee that it may have in relation to the Consultant's liabilities.

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

Notwithstanding anything contained herein:

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

(b) this bank guarantee shall be valid up to \_\_\_\_\_; and

(c) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_.

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Note: Return of this document to us by any person before the aforesaid date will, however, extinguish our liability as on the date of return.

(Signature)

Designation/Staff Code No.

Bank's seal

Attorney as per power of Attorney No. Dated