

Expression of Interest: NHB/RMD/EOI/01/2018-19: National Housing Bank

EOI Reference no:- NHB/RMD/EOI/01/2018-19

Expression of Interest (EOI)-

Appointment of Consultant for

Review & Up gradation of Existing Rating Models and Development of Rating Model for  
Small Finance Banks & Other New Entities

Risk Management Department  
Head Office, National Housing Bank  
Core 5-A, 3<sup>rd</sup> Floor, India Habitat Centre, Lodhi Road,  
New Delhi - 110 003  
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## GLOSSARY

Abbreviation	Description
NHB	National Housing Bank
HO	Head Office, Delhi
RRO	Regional Representative Office
PSU	Public Sector Undertaking
PSB	Public Sector Bank
EMD	Earnest Money Deposit
EOI	Expression of Interest
PBG	Performance Bank Guarantee
AMC	Annual Maintenance Cost
OEM	Original Equipment Manufacturer
SLA	Service Level Agreement

## List of Annexures

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I	Bidder Information
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### **1. IMPORTANT EOI DETAILS**

1.	Date of providing / uploading EOI documents.	09.08.2018
2.	Last date and time for submission of EOI.	06.09.2018 6:00 p.m.
3.	Date and Time of EOI Bid Opening	07.09.2018 04:00 p.m.
4.	Place of opening of Bids	National Housing Bank, Risk Management Department Head Office Core 5-A, 3 <sup>rd</sup> -5 <sup>th</sup> floor, India Habitat Centre, Lodhi Road, New Delhi - 110003

**Note: -**

- **Notice of any changes will be provided through e-mail from designated contact personnel only or publishing on NHB's website.**

### **2. National Housing Bank**

National Housing Bank (NHB ), a statutory institution, is a wholly owned subsidiary of the Reserve Bank of India, established under National Housing Bank Act, 1987 ("the Act").

- a. NHB has been established to achieve, inter alia, the following objectives -
- To promote a sound, healthy, viable and cost effective housing finance system to cater to all segments of the population and to integrate the housing finance system with the overall financial system.
  - To promote a network of dedicated housing finance institutions to adequately serve various regions and different income groups.
  - To augment resources for the sector and channelize them for housing.
  - To make housing credit more affordable.
  - To 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 for housing and to upgrade

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- 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.
- c. In order to augment resources for the housing sector and channelize funds for housing, NHB extends long term funds to Primary Lending Institutions (PLIs) which are active in the housing finance sector in India. The PLIs provide finance to individual borrowers, builders, corporate houses etc. for purchase / construction, repair/upgradation of houses. NHB extends refinance in respect of loan extended by them.
- d. The main exposure of the Bank pertains to Scheduled Commercial Banks, Housing Finance Companies, Regional Rural Banks and Urban Co-operative Banks. The Bank also has a small exposure in Project Financing and ACHFS.
- e. NHB has Credit Rating Models in place for assessing different sets of PLIs against their eligibility for such funding. The models currently in use by the Bank are for the below mentioned Institutions:
- i. Scheduled Commercial Banks
  - ii. Regional Rural Banks
  - iii. Urban Co-operative Banks
  - iv. Housing Finance Companies
  - v. Apex Co-operative Housing Federations
  - vi. Project Finance:
    - Public Agency Risk Assessment Framework
    - Private Agency Risk Assessment Framework
    - EWS/LIG Housing Risk Assessment Framework
    - Micro Finance Institution Risk Assessment Framework
- f. NHB currently does not have a credit rating model for Small Finance Banks (SFBs). To enable lending to SFBs in future, the Bank plans to get developed a rating model for SFBs and any other entity which may emerge in future.

### **3. Objective:**

The purpose of EOI is to review & upgrade the existing Credit Rating Models of NHB and develop a new Credit Rating Model for Small Finance Banks and for any other entity which may be established in future.

The objective of the EOI is:

- a. To enhance & upgrade NHB's existing credit rating models and align it to industry best practices enabling integrated, efficient and effective management of Credit Risk.
- b. To develop credit rating model for Small Finance Banks which is in line with their regulatory requirements/guidelines and is based on parameters / characteristics unique / pertaining to SFBs
- c. To develop credit rating model for any other entity which may be established in future.

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

The scope of work will include:

- a. Reviewing the existing credit rating models. This exercise shall encompass qualitative as well as quantitative analysis based on the data available with NHB.
- b. Carrying out model validation exercise.
- c. The quantitative model validation will cover following aspects:
  - Discriminatory power tests
  - Stability tests
  - Granularity for concentration in rating grades
  - Benchmarking with external ratings
  - For measuring rating model efficiency, Ginni coefficient & Kandel Tau correlation analysis be carried out as a part of model validation
- d. Qualitative validation will include review of the model governance, model design, model build technique and process, the relevance of the data used to build the

model in relation to the covered portfolios, basis for selection of risk factors used in the models.

- e. The analysis will be followed by providing recommendations for improvement in the existing model and its fine tuning and also incorporation of the same in the existing Rating models and framework.
- f. Development of credit rating model along with rating manuals for rating Small Finance Banks.
- g. Development of credit rating model along with rating manuals for any other entity which may be established in future.
- h. Further, the Bank also requires annual review of each model which is to be undertaken by the selected vendor, for the next five years.

## **5. Deliverables:**

Deliverables of the aforementioned exercise should include:

- a) Presentation on Rating Methodology for Small Finance Banks along with broad parameters to be included in the model to the Rating Committee. The model development exercise shall also consider inputs received from Rating Committee during the course of presentation.
- b) Validation Report for validated rating models inclusive of recommendations, if any, on changes in quantitative parameters to improve model's prediction accuracy and recommendation, if any, on changes in qualitative parameters to improve model's prediction and accuracy.
- c) Presentation on the Findings of the Report to Rating Committee.
- d) Incorporation of suggestions, in the existing Rating Models, post - presentation to the Rating Committee.
- e) The consultant will have to carry rating exercise for three PLIs of each category in the revised models and will have to present the cases to the Rating Committee.
- f) Development of new Credit Rating Model for Small Finance Banks along with detailed rating manuals.
- g) Testing of rating model of SFBs by carrying out three to four sample ratings in the new model. The ratings will have to be presented to the Rating Committee of the Bank.

- h) Development and testing of new Credit Rating Model for any new entities in future.
- i) Validation of the rating models annually for next five years.

The vendor may visit NHB's office during the working hours to understand the systems.

## **6. Project Time Line:**

The entire project as specified in the scope of work and Deliverables at Para 4 and 5 above, has to be completed within 04 months' time from the date of completion of requirement study. However, NHB at its sole discretion may consider extension of said period subject to its satisfaction of the event / situations, costs that have actually caused / resulted in such delay.

## **7. Instructions to Bidders**

### **7.1 General :-**

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

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

Contact Persons:	<b>Naveen Chaudhary e-mail id: <a href="mailto:naveen.chaudhary@nhb.org.in">naveen.chaudhary@nhb.org.in</a>. Phone no. 011-39187185. Sourav Seal e-mail id: <a href="mailto:Sourav.seal@nhb.org.in">Sourav.seal@nhb.org.in</a> Phone no. 011-39187104.</b>
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- NHB may, in its absolute discretion, seek additional information or material from any Bidder/s even after the tender/EOI 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 EOI could be conveyed promptly.
- If NHB, in its absolute discretion, deems that the originator of any query will gain an advantage by any response to such query, then NHB reserves the right to communicate such response to all Bidders.
- Queries / Clarification if any, may be taken up with the contact person/s detailed above before the deadline for submission of Bids between 10 am to 5 pm on Monday to Friday, excluding public holidays.
- Bidder should not have been blacklisted/debarred from participation in the Bid process by any of the Govt. Departments/PSUs/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 EOI BID. NHB is not obliged to provide any reasons for any such acceptance or rejection.

## **7.2 Soft Copy of EOI Document**

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



### 7.3 Amendment to the EOI document

- At any time prior to the deadline for submission of Bids, NHB, for any reason, may modify the EOI document, by amendment or corrigendum.
- 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 EOI document have been considered by them before submitting the EOI. NHB will not have any responsibility in case of any omission by Bidder/s.
- NHB at its discretion may extend the deadline for the submission of EOI.
- NHB shall not be liable for any communication gap. Further NHB reserve the right to scrap the EOI process at any stage without assigning any reason.

### 7.4 Language of EOI

The EOI 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 and Hindi

### 7.5 Right to Alter Location / Quantities

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

### 7.6 Documents Comprising the EOI (Please follow the instructions, if any, separately prescribed in the Formats)

1. Pre-Contract Integrity Pact (wherever applicable) in the format in **Annexure XIV** (*The Pre-Contract Integrity Pact should be submitted neatly typed in on Rs.100/- non-judicial stamp paper duly signed by the authorized signatory and the same will be signed on behalf of NHB subsequently*) is to be executed by the bidders who will be selected for submitting bids in response to our RFP which will be provided only to the shortlisted bidders.

### 7.7 Implementation schedule

- The Bidder shall be responsible for delivery of the services.

S.No	EOI for Review & Up gradation of Existing Rating Models and Development of Rating Model for Small Finance Banks	Delivery Schedule (From date of acceptance of work order/letter of award)
1.	<p>Requirement study- The selected vendor has to depute its officials as per the team proposed in the Technical Bid Document at NHB Delhi for requirement study within 10 days of placement of work order. The requirement study period is exclusive of the Contract Period of 03 months for this project and the contract period shall start immediately after completion of the requirement study period.</p> <p>During this period the consultant will also have to give a presentation on rating methodology to be adopted for Small Finance Banks along with the broad parameters to be considered to the Rating Committee.</p>	15 days
2.	Review & Up gradation of Existing Rating Models and Development of Rating Model for Small Finance Banks	30 days
3.	Presentation on the findings of the validation exercise of existing rating models along with recommendations on proposed changes to Rating Committee and rating models/methodology for Small Finance Banks.	15 days
4.	Incorporation of suggestions/changes (post-presentation to the rating committee) and carrying out sample ratings for three PLIs of each category.	15 days
5.	Pilot Run of new rating model	30 days
6.	Presentation of Ratings to the Rating Committee	3 days
7.	Live implementation	12 days

### 7.8 Sealing and Marking of EOIs

- All the envelopes shall be addressed to NHB at the address given below:  
The Deputy General Manager  
Risk Management Department  
National Housing Bank  
Core 5A, 3<sup>rd</sup>-5<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 envelope should be non-window and separately super scribed as “EOI BID for Review & Up gradation of Existing Rating Models and Development of Rating Model for Small Finance Banks / Any other New entity”.

### 7.9 Deadline for submission of EOI

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

### 7.10 Late EOI

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

#### 7.11 Opening of Bids by NHB

- On the scheduled date and time, Bids will be opened by NHB Committee in presence of Bidder representatives who will attend the meeting on the specified date and time.
- **Place of Opening of Technical Bids:** National Housing Bank, Core 5A, 4th Floor, India Habitat Centre, Lodhi Road, New Delhi - 110003

#### 7.12 Clarification of EOI

During evaluation of EOI, NHB, at its discretion, may ask the Bidder for clarification of its EOI. 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.

#### 7.13 Preliminary Examinations

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

#### 7.14 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.

#### 7.15 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.

#### **7.16 Timely availability of Support Services**

The Consultant should have proper and adequate support mechanism in place at New Delhi-NCR to provide all necessary support under this project.

#### **7.17 Manuals/Drawings**

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

#### **7.18 Modification and Withdrawal**

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

#### **7.19 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 Annexure-IV, in case terms and conditions of the contract applicable to this EOI document 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.

**7.20 Local conditions**

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

**7.21 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.

**7.22 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.

**7.23 Banned or Delisted Bidder**

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

**7.24 Compliance with Laws**

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

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

- (b) The 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/contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NHB and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and NHB shall give notice of any such claim or demand of liability within reasonable time to the 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 and obligations of the Consultant under this contract.

## 7.25 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 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 EOI document.

#### 7.26 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.

#### 8. Pre-Qualification Criteria:

- The bidder company / firm or its parent organization should be engaged in the business of consultancy services in the area of Risk Management and developing credit rating modules for at least 5 years.
- The Bidder Company / firm should have provided credit rating model/Consultancy for Credit Rating to atleast 5 BFSIs in India.
- The company / firm or its parent organization should have at least 25 risk management professionals having any of the following qualification:  
CFA/ICWA/CA/FRM/MBA.

**NB: Bidder has to provide documentary proof in support of fulfilment of each pre-qualification criteria.**



## 8.1 Acceptance

The acceptance test will be carried out as per Acceptance Test Plan [ATP], which will be issued. The solution will be accepted only after acceptance testing is completed as per the agreed plan and is duly signed/certified by NHB and the Consultant.\*

*(\*may be deleted, if not applicable)*

## 9. General Terms and Conditions

- 9.1 The Bidder is expected to peruse all instructions, forms, terms and specifications in this EOI document and its Annexures. Failure to furnish all information required in the EOI 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 EOI Document may result in rejection of the proposal.
- 9.2 All such amendments made by NHB to the EOI document shall become part and parcel of the EOI document and same will be notified on NHB's website. The Bidders are required to have a watch on NHB's website for any such amendment.
- 9.3 Bidders must take into consideration each and every line of this EOI document while submitting EOI. Bidders are requested to get any issue clarified by NHB before submitting the responses. The EOI submitted should be complete in all respect meeting all deliverables under the project. It will be the sole responsibility of the successful Bidder to deliver each and everything as per the scope of the work during the contracted period. NHB will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right perspective.
- 9.4 NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.
- 9.5 NHB shall be under no obligation to accept the lowest or any other offer/Bid received in response to this EOI 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. NHB will not be obliged to meet and have discussions with any Bidder, and or to consider any representations. NHB reserves the right to accept or reject, fully or partially, any or all

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offers without assigning any reason. The decision of NHB in this regard is final and no further correspondence in this regard will be entertained.

- 9.6** Although service window has been defined as **9.00am** to **9.00pm**, the selected Bidder must provide services beyond the above time in case of urgent requirement of NHB.
- 9.7** Bidder must deploy manpower having requisite qualification, experience, skill-set etc. for the project/contract.
- 9.8** NHB reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of NHB, the information furnished is incomplete or the Bidder does not qualify for the contract.
- 9.9** The scope of the proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this EOI document, on end-to-end solution basis.
- 9.10** By submitting proposal/bid, the Bidder agrees to promptly execute contract with NHB for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract/service level agreement with NHB, will relieve NHB of any obligation to the Bidder, and a different Bidder may be selected.
- 9.11** Time and quality of the service are the essence of this agreement/contract. Failure to adhere to the same will be considered as breach of the terms and conditions of the contract.
- 9.12 Removal and/or Replacement of Personnel**
- a) If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel (personnel according to NHB engaged for key assignments under the contract by the Consultant), the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications and skills. In case of a critical vacancy, the Consultant shall provide a temporary resource for not more than 2 months. The temporary resource shall be of equivalent qualifications and shall be paid not more than 90% of the agreed rate of the personnel being replaced.
- b) If NHB finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to

be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at NHB's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to NHB.

- c) For any of the Personnel provided as a replacement under Clauses (i) and (ii) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by NHB. Except as NHB may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

#### 9.13 Pre-Contract Integrity Pact Clause

A "Pre-Contract Integrity Pact" would be signed between NHB and the Bidder. This is a binding agreement between NHB and Bidders. Under this Pact, the Bidders agree with NHB to carry out the assignment in a specified manner. The format of Pre-Contract Integrity Pact will be as per **Annexure - XIV**.

The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings under the Integrity Pact:

- (i) Denial or loss of contracts;
- (ii) Forfeiture of the EMD/Bid security and the performance bond/PBG;
- (iii) Liability for damages to the principal and the competing Bidders; and
- (iv) Debarment of the violator by NHB for an appropriate period of time.

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

## 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 whether bidder has provided services with focus on scope as defined in this EOI	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)

**Expression of Interest: NHB/RMD/EOI/01/2018-19: National Housing Bank**

	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(-)

**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 Review /Up gradation/ Development of Rating Models (in years)			
	a) Experience in India			
	b) Global experience			
2.	Whether the consultant has developed model for Small Finance Bank? If yes, then provide details of the project.			
3.	Details of minimum three service contracts on Review /Up gradation/ Development of Rating Model executed with Public Sector Banks/FIs/Ministry of India.			
4.		Name of the customer & Contact information	Active/Expired	Contract Period (From to To Date)
5.	Project 1			
6.	Project 2			
7.	Project 3			
8.	Total number of service contracts executed for Review /Up gradation/ Development of Rating Models			
9.	Service Parameters			
10.	No. of qualified personnel employed			
11.	Number of operating offices in India			
12.	Details of Reference client's Sites			
	Reference site 1			

Expression of Interest: NHB/RMD/EOI/01/2018-19: National Housing Bank

	Reference site 2	
13.	Operating Office in NCR.	

Authorized Signatories

(Name & Designation, seal of the company)

Date:



COMPLIANCE STATEMENT DECLARATION

We hereby undertake and agree to abide by all the terms and conditions stipulated by NHB in this EOI document 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 EOI document 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:**

**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 EOI 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 EOI document. This proposal is being made  
after fully understanding the objectives of the project and requirements like experience, skills etc.

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

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

**Authorized Signatories**

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

**Date:**

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

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

Format

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

2) Resource Name:

3) Nationality:

4) Date of Birth

5) Educational Qualifications:

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

6) **Certifications and Trainings attended:**

7) No. of years" of experience

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

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

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

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

11) **Membership of Professional Associations:**

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

Expression of Interest: NHB/RMD/EOI/01/2018-19: National Housing Bank

order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From (Year):                      To (Year):  
 Purchaser:

**13) Positions held:**

<b>Detailed Tasks Assigned</b>	<b>Relevant Work Undertaken that Best Illustrates the experience as required for the Role (provide maximum of 6 citations of 10 lines each)</b>
	<p>(Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 14 and as required for the role as listed in „List of the key professional positions whose CV and experience would be evaluated“)</p> <p>Name of assignment or project:            Year:            Location:            Purchaser:            Main project features:            Positions held:            Value of Project (approximate value or range value):</p>

**14) Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

Date:

*(Signature of staff member or authorized representative of the staff)*

Full name of Authorized Representative:

**Pre Contract Integrity Pact**

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

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

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

**AND**

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

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

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

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

**WHEREAS** to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

- (i) enabling NHB to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- (ii) enabling Bidders to abstain from bribing or indulging in any corrupt practice in

order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and NHB will commit to prevent corruption, in any form, by its officials by following transparent procedures.

**AND WHEREAS** the Parties hereto hereby agree to enter into this Integrity Pact on the terms and conditions mentioned hereinafter.

NOW IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

### **1. Commitments of NHB**

- 1.1** NHB undertakes that no official of NHB, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.
- 1.2** NHB will, during the pre-contract stage, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 1.3** All the officials of NHB will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.** In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to NHB with full and verifiable facts and the same is prima facie found to be correct by NHB, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by NHB and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by NHB the proceeding under the contract would not be stalled.

### **3. Commitments of Bidders**

- 3.1** Compliance of the Instructions of GOI/Guidelines of CVC/Others: The Bidder undertakes that in case of its selection as the successful Bidder, it shall perform its duties under the Contract in strict compliance of the relevant and extant instructions

of Government of India, GFR issued by Ministry of Finance, Guidelines of CVC and provisions of the Procurement Manual/relevant instructions of NHB, as applicable to the subject matter.

- 3.2 The Bidder represents that it has the expertise to undertake the assignment/contract and also has the capability to deliver efficient and effective advice/services to NHB under the contract in terms of the RFP.
- 3.3 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- (a) The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NHB, connected directly or indirectly with the Bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the Bidding, evaluation, contracting and implementation of the contract.
  - (b) The Bidder has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NHB or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
  - (c)\* The Bidder shall disclose the name and address of its agents and representatives including its foreign principals or associates.
  - (d)\* The Bidder shall disclose the payments to be made by it to agents/brokers or any other intermediary, in connection with this Bid/contract.
  - (e)\* The Bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to NHB or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect or any such intercession, facilitation or recommendation.
  - (f) The Bidder, either while presenting the Bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of NHB or their family members,



agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- (g) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- (h) The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- (i) The Bidder shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by NHB as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- (j) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (k) The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- (l) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly is a relative of any of the officers of NHB or alternatively, if any relative of an officer of NHB has financial interest/stake in the Bidders firm, the same shall be disclosed by the Bidder at the time of filing of tender.  
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- (m) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of NHB.
- (n) The Bidders shall disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (o) The Bidder has not entered into any undisclosed agreement or understanding with other Bidders with respect of prices, specifications, certifications, subsidiary contracts, etc.

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

- (a) The Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of NHB, while rendering any advice or service.

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

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

- (ii) **Conflict among consulting assignments** - The Bidder understands that neither Bidder (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be hired for the assignment that, by its nature, may be in conflict with another assignment of the Bidder. *As an example, Bidders assisting NHB in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, Bidders hired to prepare*

*Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.*

- (iii) **Relationship with NHB's staff** – The Bidder is aware that the contract may not be awarded to the Bidder in case it is observed that it, including its experts and other personnel, and sub-consultants, has/have a close business or family relationship with a professional staff of NHB (or of the project implementing agency) who are directly or indirectly involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract; or (iii) the supervision of such contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to NHB throughout the selection process and the execution of the contract.
- (iv) **A Bidder shall submit only one proposal either individually or as a joint venture partner in another proposal:** If the Bidder, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

#### **4. Previous Transgression**

- 4.1** The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.
- 4.2** The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason.

#### **5. Accountability**

- 5.1** The Bidder undertakes that in case of its selection as the successful Bidder and assignment of the contract to the Bidder, it shall be accountable for the advice/supply made/to be made and/or for any service rendered/to be rendered by it to NHB, keeping in view norms of ethical business, professionalism and the fact that such advice / services to be rendered by it for a consideration.

5.2 The Bidder shall be accountable in case of improper discharge of contractual obligations and/or any deviant conduct by the Bidder.

## 6. Personal Liability

The Bidder understands that in case of its selection as the successful Bidder, the Bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. The Bidder shall be liable to NHB for any violation of this Integrity Pact as per the applicable law, besides being liable to NHB as may be provided under the service level agreement/contract to be executed.

## 7. Transparency and Competitiveness

The Bidder undertakes that in case of its selection as the successful Bidder, it shall keep in view transparency, competitiveness, economy, efficiency and equal opportunity to all prospective tenderers/Bidders, while rendering any advice/service to NHB, in regard with matters related to selection of technology and determination of design and specifications of the subject matter, Bid eligibility criteria and Bid evaluation criteria, mode of tendering, tender notification, etc.

## 8. Co-operation in the Processes:

The Bidder shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of contractual obligations by the Bidder.

## 9. Sanctions for Violations

9.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle NHB to take all or any one of the following actions, whenever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However the proceedings with the other Bidder(S) would continue.
- (ii) The Earnest Money Deposit (in per-contract stage) and / or Security Deposit /Performance Bond/PBG (after the contract is signed) shall stand forfeited either fully or partially, as decided by NHB and NHB shall not be required to assign any reason therefor.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
  - (iv) To recover all sums already paid by NHB, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from NHB in connection with any other contract, such outstanding payment could also be utilized and appropriated by NHB to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments already made by NHB, along with interest.
  - (vi) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to NHB resulting from such cancellation /rescission and NHB shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
  - (vii) To debar the Bidder from participating in future Bidding process of NHB for a minimum period of five year which may be further extended at the discretion of NHB.
  - (viii) To recover all sums paid in violation of this Integrity Pact by Bidder(S) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by NHB with the Bidder, the same shall not be opened.
  - (x) Forfeiture of Performance Bond/PBG in case of a decision by NHB to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.
- 9.2** NHB will be entitled to take all or any the actions mentioned at para 10.1(i) to (x) of this Integrity Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention or Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 9.3** The decision of NHB to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Integrity Pact.

**10. Fall Clause:**

The Bidder undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU/Public Sector Bank and if it is found at any stage that similar product/systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to NHB, if the contract has already been concluded.

#### **11. Disqualification & Forfeiture of EMD/PBG etc**

The Bidder(s) agree(s) that:

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

#### **12. Independent External Monitors:**

- 12.1 NHB has appointed Shri Kishore Kumar Sansi ([kishoresansil@gmail.com](mailto:kishoresansil@gmail.com)) and Shri Rakesh Rewari ([r\\_rewari@yahoo.com](mailto:r_rewari@yahoo.com)) as independent external monitors (hereinafter referred to as "the Monitors") for this Integrity Pact in consultation with the Central Vigilance Commission.
- 12.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the Parties comply with the obligations under this Integrity Pact.

- 12.3** The Monitors shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.
- 12.4** Both the Parties accept that the Monitors have the right to access all the documents relating to the project procurement including minutes of meeting.
- 12.5** As soon as the Monitor notices, or has reason to believe a violation of this Integrity Pact, he will so inform the Authority designated by NHB.
- 12.6** The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of NHB including that provided by the Bidder. The Bidder will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents (s) of the Bidder/sub-contractor with confidentiality.
- 12.7** NHB will provide to the Monitor sufficient information about all meetings among the Parties related to the project provided such meeting could have an impact on the contractual relations between the Parties. The Parties will offer to the Monitor the option to participate in such meeting.
- 12.8** The Monitor will submit a written report to the designated Authority of NHB within 8 to 10 weeks from the date of reference or intimation to him by NHB/Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

**13. Facilitation of Investigation:**

In case of any allegation of violation of any provision to this Integrity Pact or payment of commission, NHB or its agencies shall be entitled to examine all the documents including the Books of Accounting of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**14. Law and Place of Jurisdiction:**

This Integrity Pact is subject to Indian Law. Any dispute arising out of this shall be subject the jurisdictions of the Courts at New Delhi.

**15. Other Legal Action:**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings. However, the Parties shall not

approach the Courts of Law while representing the matters to the Monitor/s and shall await the decision of the Monitor/s in the matter.

**16. Validity:**

**16.1** The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both NHB and the Bidder, including warranty period, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six month from the date of the signing of this Integrity Pact.

**16.2** Should one or several provisions of this Integrity Pact turn out or be invalid, the remainder of this Integrity Pact shall remain valid. In this case the Parties will strive to come to an agreement to their original intentions.

The Parties hereto sign this Integrity Pact on the day, month and year and at the place mentioned herein below.

<p><b>For National Housing Bank</b></p> <p><b>(Authorised Signatory)</b></p> <p><b>Place:</b> <b>Date:</b></p> <p><u>Witness</u> 1. _____ _____ <b>(Name &amp; Address)</b> 2. _____ _____ <b>(Name &amp; Address)</b></p>	<p><b>For Bidder</b></p> <p><b>(Authorised Signatory)</b></p> <p><b>Place:</b> <b>Date:</b></p> <p><u>Witness</u> 1. _____ _____ <b>(Name &amp; Address)</b> 2. _____ _____ <b>(Name &amp; Address)</b></p>
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*(\* provisions of these clauses would need to be amended /deleted in line with the policy of NHB in regard to involvement of Indian agents of foreign suppliers.)*



Annexure VIII

(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\_, by and 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 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) (including Corrigendum/Clarification, if any, issued) (hereinafter collectively referred to the “**RFP** (attached hereto as **Appendix- I**).
- (B) The Consultant has been selected through open tendering process by way of floating the RFP by NHB followed by evaluation of Technical & Commercial Bids of the Bidders and accordingly the letter of award no. \_\_\_\_\_ dated \_\_\_\_\_ (“**LoA**”) (attached hereto as **Appendix- II**) has been issued by NHB to the Consultant;
- (C) The Consultant has accepted and agreed to provide the Services in accordance with terms and conditions of RFP and the LoA.
- (D) In terms of the RFP, NHB and the 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 Agreement 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) "Contract" means and shall construe this Agreement;
- (c) "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 described/set out in Clause \_\_\_\_\_ of the RFP.
- (h) "Third Party" means any person or entity other than NHB and the Consultant.

## 1.2 Principles of Interpretation

In this Agreement , unless the context otherwise requires:

- a) All capitalized terms unless specifically defined in this Agreement shall have the meaning given to them in the RFP;
- b) Words and abbreviations, which have well known technical or trade/commercial meanings are used in this Agreement in accordance with such meanings;
- c) The RFP, the LoA 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 \_\_\_\_\_ by the Consultant unless the period is extended in accordance with this Agreement.

#### **1.3.4 Contract Price**

The entire assignment to be performed under this Contract is fixed price contract and the 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 relationship of master and servant or of principal and agent 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 and also for the quality of the work done by their personnel.

#### **1.5 Language**

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

#### **1.6 Headings**

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

#### **1.7 Notices**

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

**For NHB:**

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

Fax: \_\_\_\_\_

**For the Consultant:**

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

Fax: \_\_\_\_\_

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 NHB.

**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 for signing letters/communications, execution of agreements, for receiving instructions and payments from NHB.

**1.10 Taxes and Duties**

The Consultant and their personnel shall pay the taxes (excluding GST), duties, fees, levies and other impositions levied under the existing, amended or enacted laws during the tenure of this Agreement and NHB shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed from the payments to be made to the

Consultant.

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

### **2.1 Effectiveness of Contract**

This Agreement deemed to have taken effect from the date of acceptance of the Letter of Award (LoA) by the Consultant i.e. w.e.f. ....

### **2.2 Commencement of Services**

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

### **2.3 Expiration of Contract**

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

### **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 on its part.

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

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

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

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

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

- (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 (g) below, for which there shall be a



written notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause-2.8.1, terminate this Contract:

- (a) If the 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 fails to comply with any final decision reached/award passed 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) In the event it comes to the notice of NHB that any of the representations and/or warranties made by the Consultant either in the Bid Documents or in the subsequent correspondences are found to be false and/or the Consultant/its personnel are found to be involved in any fraudulent or criminal act;
- (g) If NHB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract..

### **2.8.2 Cessation of Rights and Obligations**

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

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

- (b) The obligation of confidentiality set forth in Clause-3.7 hereof,
- (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 in case of termination of contract**

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

## **3.0 OBLIGATIONS OF THE 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/benefited from the Project**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant shall not create any work/ opportunity for itself and for any of its affiliates from this Project/ assignment and/or derive any financial benefits directly or otherwise, other than what is agreed to be paid as professional fee as mentioned at Clause 4.2 for this assignment.

**3.6 Prohibition of Conflicting Activities**

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

A separate non-disclosure cum confidentiality agreement ("NDA") will be signed

between the Consultant and NHB, if required.

### **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 any 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 legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the 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 NHB; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statues/various labour laws by the Consultant to its employees; and/or (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or (vi) any

breach of the confidentiality obligations mentioned under clause 3.7 and /or NDA.

### **3.11 Limitation of Liability**

- (i) The Consultant's aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to \_\_\_\_\_ times of the total contract value.
- (ii) The 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 Consultant shall be actual and unlimited.
- (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 he 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 in writing. 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:**

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 and 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 as stipulated under the RFP 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, skill and experience acceptable to NHB as his substitute.

The Consultant shall strictly comply with all applicable labour laws and such other laws in relation to the services to be provided and the personnel engaged by the 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 NHB 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 applicable 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 in respect of contributions relating to the 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 Change in Ownership or Constitution:**

The Consultant will inform NHB immediately about any change in its ownership or its

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

#### **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 Consideration & 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 any application for employment from him/her, while he is under the term of this Agreement, and, for up to twelve (12) months from the date of last assignment of the work under this Agreement with NHB.

#### **5.0 FAIRNESS AND GOOD FAITH**

##### **5.1 Good Faith**

The Parties undertake to act in all fairness and good faith in respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract

## **6.0 UNDERTAKINGS:**

The Consultant hereby further undertakes:

- (i) That the Consultant has gone through all the required/relevant and extant instructions/ circulars of Government of India, Reserve Bank of India and /or any other concerned authority, GFR issued by Ministry of Finance, guidelines of CVC and provisions of the manual/relevant instructions of NHB, as applicable to the scope/area of its work/operation under this Agreement and the advice/services to be rendered by it as the Consultant and it complies/will comply with all such requirements.
- (ii) That the Consultant has the necessary expertise to work and execute the Project as per the scope of work set out in detail in the RFP and it has the capability to deliver efficient and effective advice/services to NHB. It shall carry out the assignment under this Agreement with due diligence and with the highest standard of professionalism and business ethics.
- (iii) That being the Consultant of NHB for a consideration, it shall be accountable for (a) any improper discharge of the assignment under this Agreement and/or (b) any deviant conduct keeping in view the norms of ethical business and professionalism.
- (iv) That NHB shall have every right at its discretion to enforce such accountability in case of any improper discharge of contractual obligations and/or any advice/service rendered in the views of NHB is found to be grossly faulty/negligent/deficient and/or any deviant conduct by the Consultant and as a consequence of it, NHB can, irrespective of anything stated herein, terminate this Agreement by giving 15 days prior notice, including to withhold/retain the dues payable to the Consultant by NHB under this Agreement and appropriate/adjust the same for the losses, if any, suffered by NHB without requiring NHB to prove the actual loss.



- (v) That the Consultant shall not do anything that will be of any conflict of interest to the Consultant while discharging the obligations under this Agreement and it shall bring to the notice/knowledge of NHB beforehand any possible instance of conflict of interest while rendering any advice or service. Further, the Consultant shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The Consultant and/or any of its affiliates shall not engage in consulting or other activities that will be in conflict with the obligations under this Agreement.
- (vi) That the Consultant has not been hired for any assignment that would be in conflict with its prior or current obligations to NHB or that may place the Consultant in a position of being unable to carry out the assignment in the best interest of NHB.
- (vii) That the Consultant shall act at all times in the interest of NHB and render advice/service with highest professional integrity and shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of the contractual obligations by the Consultant.

#### **7.0 SEVERABILITY:**

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

#### **8.0 SETTLEMENT OF DISPUTES**

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

consisting of Sole Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The award of arbitrator made in pursuance thereof shall be final and binding on the Parties. All costs and expenses of such arbitration shall be borne equally by the Parties at the first instance which however subject to the provisions of the said Act.

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

### **9.0 JURISDICTION AND APPLICABLE LAW**

This agreement including all matters connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subjected to exclusive jurisdiction of the Courts at New Delhi.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement signed in their respective names on the day and year first above written at New Delhi.

**FOR AND ON BEHALF OF NATIONAL HOUSING BANK**

By \_\_\_\_\_

Authorized Representative

**FOR AND ON BEHALF OF [CONSULTANT]**

By \_\_\_\_\_

Authorized Representative

WITNESSES:

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

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

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

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

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

WHEREAS the 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 and its personnel.

Now this Agreement witnesseth:-

1. **Proprietary Information:** As used in this Agreement, the term Proprietary information shall mean as all trade secrets or confidential or Proprietary information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary information is disclosed by the Disclosing Party to the Recipient/Receiving Party. Notwithstanding the foregoing, information which is orally or visually disclosed to the Recipient/Receiving Party by the Disclosing party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party , within 10(ten) days after such disclosure, delivers to the Recipient/Receiving Party a written document or documents describing such Proprietary Information and referencing the place and date of such oral ,visual or written disclosure and the names of the employees or officers of the Recipient/ Receiving party to whom such disclosure was made.
2. **Confidentiality:**
  - a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far this may be required for the proper exercise of the Parties respective rights and obligations under this Agreement.
  - b) The term confidential information shall mean and include all written or oral information (including information received from third parties that the Disclosing Party is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential Information shall also mean, software programs, technical data, methodologies, know how, processes, designs, customer names, prospective customer's names, customer information and business information of the Disclosing Party.
  - c) Confidential information does not include information which:
    - (i) is publicly available at the time of its disclosure; or
    - (ii) becomes publicly available following disclosure; or

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

- b) is in the Recipient's/ Receiving Party's possession at the time of disclosure otherwise than as a result of the Recipient's/ Receiving Party's breach of an obligation of confidentiality owed to the Disclosing Party;
  - c) becomes known to the Recipient/ Receiving Party through disclosure by any other source, other than the Disclosing party, having the legal right to disclose such Proprietary Information.
  - d) is independently developed by the Recipient/ Receiving Party without reference to or reliance upon the Proprietary Information; or
  - e) is required to be disclosed by the Recipient/ Receiving Party to comply with applicable laws or governmental regulation, provided that the Recipient/ Receiving Party provides prior written notice of such disclosure to the Disclosing Party and take reasonable and lawful actions for such disclosure.
5. **Return of Documents:** The Recipient/ Receiving Party shall, upon request of the Disclosing Party , in writing ,return to the Disclosing party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient/ Receiving Party pursuant to this Agreement ( and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event, it is not inclined to proceed further with the engagement, business discussions and negotiations or in the event of termination of this Agreement, the Recipient/ Receiving Party will promptly return to the other 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.
8. The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach by one party, the other party shall be entitled to appropriate remedy, which may be available under law.
9. Notwithstanding anything stated in this Agreement, any report/finding/document delivered/submitted by the Consultant to NHB as a part of the outcome or deliverables under the SLA and which, in the opinion of NHB, requires any further study/analysis by any third party agency/institution depending on the requirement of the case, the same can be shared by NHB with such third party agency/institution for conducting such study/analysis and no prior consent of the Consultant is required for the same. Such report/finding/document delivered/ submitted by the Consultant to NHB shall become exclusive property of NHB and as such NHB shall not be bound by any restriction from disclosure of such report/ finding/ document or content thereof, being the Receiving Party.
10. This Agreement shall be governed and construed in accordance with the laws of India and shall be subjected to the Jurisdiction of courts at Delhi. It is agreed that any dispute or differences arising out of or touching this Agreement if not resolved amicably shall be referred to the arbitration as per clause \_\_\_\_\_ of the SLA executed between the parties hereto.
11. **Miscellaneous**
  - a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement/amendment in writing signed by both the parties.

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- b) This Agreement will be binding upon & enure to the benefit of the parties hereto and it includes their respective successors & assigns
- c) The Agreement shall be construed & and interpreted in accordance with the laws prevailing in India.

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

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

**FOR NATIONAL HOUSING BANK**

Authorized Signatory

Authorized Signatory

Name:

Name:

Designation:

Designation:

Place:

Place:

Date:

Date:

WITNESSES:

1.

2.