



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5637890
Dated/दिनांक : 22-11-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-12-2024 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-12-2024 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Financial Services
Organisation Name/संगठन का नाम	National Housing Bank (nhb)
Office Name/कार्यालय का नाम	Ihc Lodhi Road New Delhi
Item Category/मद केटेगरी	Custom Bid for Services - For Selection of Audit firms for their Appointment as Concurrent Auditors of National Housing Bank for the Year 2024 2025 July June and onwards
Similar Category/समान श्रेणी	<ul style="list-style-type: none">Financial Audit Services
Contract Period/अनुबंध अवधि	3 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	300 Lakh (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण

Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	200000

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

DGM

IHC Lodhi Road New Delhi, Department of Financial Services, National Housing Bank (NHB), Ministry of Finance (Hod-audit Department)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of

quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Introduction about the project /services being proposed for procurement using custom bid functionality:[1732269093.pdf](#)

Scope of Work:[1732269102.pdf](#)

Payment Terms:[1732269108.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1732269121.pdf](#)

GEM Availability Report (GAR):[1732269667.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1732269676.pdf](#)

Instruction To Bidder:[1732269709.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
As per RFP	100	65	View File

Total Minimum Qualifying Marks for Technical Score: 65

QCBS Weightage(Technical:Financial):50:50

Presentation Venue:Shall be communicated to the technically qualified bidders.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
02-12-2024 15:00:00	through VC. Link shall be published on the Bank's Website.

Custom Bid For Services - For Selection Of Audit Firms For Their Appointment As Concurrent Auditors Of National Housing Bank For The Year 2024 2025 July June And Onwards (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	For Selection of Audit firms for their Appointment as Concurrent Auditors of National Housing Bank for the Year 2024 2025 July June and onwards
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES

Specification	Values
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Shailendra Kumar	110003,India Habitat Centre, Core - 5A, 4th Floor, Lodhi Road, New Delhi	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

3. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

National Housing Bank
Account No.
52142903844
IFSC Code
SBIN0020511
Bank Name
State Bank of India
Branch address

Pragati vihar Delhi Branch, Ground Floor, Core-6, Scope Complex, Lodhi Road, New Delhi – 110 003

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

5. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

6. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

7. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file](#).

8. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

9. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.

12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



RFP Reference No: -

NHB/AUDIT/RFP/01/2024-25 dated 22.11.2024: National Housing Bank

Request for Proposal (RFP) -

For Selection of Audit firms for their Appointment as Concurrent Auditors of National Housing Bank (NHB) for the Year 2024-2025 (July-June) and onwards

**Audit Department
Head Office, National Housing Bank
Core 5A, 4th Floor, India Habitat Centre, Lodhi Road,
New Delhi - 110 003
Phone: 011-39187374, 011-39187074,
E-Mail: yashoda.malvi@nhb.org.in; bhavna@nhb.org.in**

GLOSSARY

Abbreviation	Description
NHB	National Housing Bank
HO	Head Office, Delhi
RO	Regional Office
Tenderer/Bidder	Means a party or parties/ audit firms submitting an offer for the work covered by the tender/RFP documents.
PSU	Public Sector Undertaking
PSB	Public Sector Bank
VC	Video Conference
EMD	Earnest Money Deposit
GeM	Government e-Marketplace
PBG	Performance Bank Guarantee
AMC	Annual Maintenance Contract
RFP	Request For Proposal
SLA	Service Level Agreement
GST	Goods and Services Tax
GSTIN	Goods and Services Tax Identification Number
LoA	Letter of Award
NDA	Non-Disclosure Agreement
PAN	Permanent Account Number
VOF	Visiting Officers Flat
IOT	Inter Office Transfer
ACB	Audit Committee of the Board
Notice in Writing	or written notice shall mean a notice in writing, type or printed characters sent (unless delivered personally or otherwise provided to have been received) by Registered post to the last known private or business address or Registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.

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

The term Bidder, Auditor & Concurrent Auditor have been used interchangeably and it shall be treated as one and same for the purpose of this RFP Document.

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1. IMPORTANT BID DETAILS

1.	Date of commencement of sale of Bidding/Tender/RFP Documents	As per GeM
2.	Pre-Bid meeting with Bidders (Date and Time)	As per GeM
3.	Last date and time for sale of Bidding Documents	As per GeM
4.	Last date and time for receipt of Bidding Documents	As per GeM
5.	Date and Time of Technical Bid Opening	As per GeM
6.	Technical Presentation by the Bidders	Will be intimated later
7.	Cost of RFP	Nil (RFP is published on GeM Portal)
8.	Earnest Money Deposit Amount	Rs. 2,00,000/- (Rupee Two Lakhs only) by way of e-payment to NHB. Exemption of EMD for bidders falling under Micro & Small Enterprise category, subject to submission of valid MSE Registration Certificate and EMD /Bid Security declaration.
9.	Last date of submission of EMD	Friday, December 13, 2024, by 02:00 PM
10.	Security Deposit/ Performance Bank Guarantee	5% of the total Contract Value (to be submitted by successful/selected bidder).
11.	Place of opening of Bids	Bids will be opened on GeM Portal (Online)

Note: -

- Technical Bids will be opened in the presence of Bidders who choose to attend as above. The above schedule is subject to change. Notice of any changes will be provided through e-mail from designated contact personnel only or publishing on NHB's website. Further, please note that Commercial Bid opening Date, Time & Venue will be intimated to the technically qualified Bidders at a later date.
- All data/information, submitted vide documentary proofs/firm's records along this RFP, must be reported & will be treated as on date of publication of this RFP.
- Technical and Financial bids shall be uploaded separately over GeM portal. The financial bid shall not be uploaded along with technical bid over GeM portal, failing which such applications /bids shall be rejected.

2. National Housing Bank

National Housing Bank (NHB), a statutory institution 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 supervise the activities of housing finance companies based on supervisory authority derived under the Act.
 - To encourage augmentation of supply of buildable land for housing and to upgrade the housing stock in the country.
- To encourage public agencies to emerge as facilitators and suppliers of serviced land, for housing.
- b. The head office of NHB is located in New Delhi and regional offices located at Ahmedabad, Bengaluru, Bhopal, Bhubaneswar, Chandigarh, Chennai, Delhi, Guwahati, Hyderabad, Jaipur, Kolkata, Lucknow, Mumbai, Patna, Raipur Ranchi & Thiruvananthapuram.

3. Purpose

- National Housing Bank ("NHB") (*hereinafter also referred to as the "Bank"*) proposes to invite Request for Proposal (RFP) from reputed eligible practicing Chartered Accountants Firms [*Partnership Firms /Limited Liability Partnership (LLP) (Audit Firms)*] , fulfilling the minimum eligibility criteria (*as prescribed in this RFP*), to provide their services for conducting Concurrent Audit of the Bank as described under scope of work, for a period of three years, subject to satisfactory annual performance and service rendered by the Audit Firms.
- The invitation for RFP document is now being issued to enable Chartered Accountants Firms to submit their responses to the Bank.
- The purpose of this RFP is to select Chartered Accountants Firms to provide their services for conducting concurrent audit.
- The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with NHB. Neither NHB nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither NHB nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

Subject to any law to the contrary, and to the maximum extent permitted by law, NHB and its officers, employees, contractors, agents, and advisors disclaim all liability from any loss or damage

(whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of NHB or any of its officers, employees, contractors, agents, or advisers.

4. Objective:

Concurrent audit is an examination which is contemporaneous with the occurrence of transactions or is carried out as near thereto as possible. It attempts to shorten the interval between a transaction and its examination by an independent person. There is an emphasis in favor of substantive checking in key areas rather than test checking. This audit is essentially a management process integral to the establishment of sound internal accounting functions and effective controls and setting the tone for a vigilant internal audit to preclude the incidence of serious errors and fraudulent manipulations. The audit will necessarily have to see whether the transactions or decisions are within the policy parameters laid down by the NHB, they do not violate the instructions or policy prescriptions of the RBI, and that they are within the delegated authority. The audit will have to pick up and report early warning signals and report serious irregularities /fraudulent activities noticed at the Bank. Concurrent audit has a very important role in identifying system lapses, irregularities of every type, income leakage, ensuring compliance of terms of sanction for advances, detecting frauds, pointing out symptoms of sickness in time etc. The Concurrent Auditor is required to keep himself updated as to all subsequent regulatory and other changes affecting the audit areas.

The Concurrent Auditors are required to maintain an online repository (on file servers of the Bank), where relevant publications, RBI Circulars, NHB Circulars and Books / reference material on Concurrent Audit are available for use of their staff.

5. Scope of Work:

Broad Scope of Department/Regional Office wise work in NHB.

- A. Business Operations-Loans and Advances {*Refinance Operations Department (ROD), Project Finance Department (PFD), Government Schemes Department (GSD)-w.r.t. Urban Infrastructure Development Fund (UIDF)*}**

Concurrent auditor will audit the loans and advances/ funds sanctioned and disbursed on 100% basis.

Audit of Processing & underwriting of Loans

- (a) Adherence to defined policies/ guidelines & related SOPs for credit & risk.
- (b) Review of financials and verification of ratios
- (c) Process workflow adherence
- (d) Verification of various reports & documents
- (e) Capturing of correct details in system

- (f) CIBIL/ CRIF Highmark/Experian/ CRILC/CIMS/willful defaulter checks / RBI guidelines relating to default list/ caution advice/ IBA caution list / fraudulent borrowers list, etc.
- (g) Verification of reporting and filing of returns to Credit Information Companies

Documentation controls

- (a) KYC documentation and adherence to the KYC policy of the NHB and RBI.
- (b) Maintenance of client master file as per Bank's Policy/ Guidelines.

Loan Approval & disbursement

- (a) Verification of adherence to defined Authority Matrix and delegation of powers
- (b) Verification and confirmation of timely legal audit / legal vetting of the loan documents.
- (c) Verification of repayment instruments as per policy and their reconciliation.
- (d) Ensuring compliance of terms and conditions of sanction for loans & advances/ funds.
- (e) Verification of adherence to Pricing Policy and Approved Authority Matrix and delegation of powers
- (f) Verification of timely and accurate disbursal of loan, funds.
- (g) Verification of delivery of payments.
- (h) Whether validations of sanction/ review of undisbursed sanctions have been carried out as per Bank's policy.
- (i) To ensure that sanction and disbursements do not violate the instructions/ policy prescriptions of RBI, NHB, GoI Issued from time to time.
- (j) Whether security creation is proper and charges on all assets hypothecated / mortgaged are Registered with ROC, CERSAI.
- (k) Reporting to Credit Information Companies.
- (l) Verification of SMA and NPA classification and reporting
- (m) Verification of information pertaining to existing loans correctly captured in the system.
- (n) Whether end use certificate / CA certificate as stipulated in the terms as per respective schemes received.
- (o) Ensuring that loan pool verifications is carried out in line with sanctions terms and conditions under the respective refinance schemes as well as guidelines / circulars issued by Bank/RBI from time to time.

Restructuring/ Rescheduling of loans.

- (a) Adherence to policy/ process/ provisioning aspects/ RBI guidelines relevant to restructuring/ Rescheduling.
- (b) Documentation and adherence to terms of restructuring/ Rescheduling
- (c) Adherence to approval matrix
- (d) Verify whether there are any borrowed accounts which are showing early warning signals/ as can be classified as NPAs. If so, ascertain reasons thereof and steps taken by the department.
- (e) Verify whether the classifications of loan assets have been done properly and income recognition norms have been followed/adhered to as per Bank's norms/ RBI's norms.

B. Adherence to RBI Prudential Norms & Provisioning Policy (IRAC norms)

C. Compliance with Fair Practice Code (FPC) of Bank

D. Revenue Leakage & Financial Loss

- (a) Verification of interest calculation and accounting
- (b) Verification of levy of various charges and accounting
- (c) Verification of any other income other than interest
- (d) verify whether demand advice is raised correctly and sent on time as per the policy guidelines.
- (e) Detections and arresting leakage of income, if any.
- (f) Detections and arresting financial loss, if any

E. Human Resource Management Department (HRMD)

- (a) Verification of all books of accounts as per Accounting Manual, Pre-audit of all third-party payments of INR 2.00 lakh and above in HO.
- (b) Verification of all expenses incurred through SAP.
- (c) Verification of processing of reimbursements to Bank employees as per HR Manual/circulars issued by Bank from time to time and verification of the bills wherever they are warranted.

Scrutiny of all types of bills for ensuring

- (a) Booking to proper heads of account
- (b) Proper sanction of expenditure as per delegated powers
- (c) Certification of proper receipt of goods and services
- (d) Issue of cheques and receipts thereof, if applicable
- (e) Ensuring of proper maintenance of books of accounts and Registers.
- (f) Verification of settlement of telephone/mobile bills

- (g) Procedure for purchase and providing of mobile phones to officers - maintenance of records

Scrutiny of Leave & Increments

- (a) Checking sanction of increments & pay fixation.
- (b) Checking of employee wise pay details.
- (c) Checking of process of leave records, attendance and their reconciliation.

Audit of Payment of salaries & Audit of Staff Loans

- (a) Checking of calculation of salary
- (b) Checking of calculation of overtime
- (c) Checking of sanction of various loans and advances to staff
- (d) Checking of interest calculation on all staff loans and advances
- (e) Recovery of installments of all staff loans and advances
- (f) Reconciliation of employee- wise outstanding under various advances and staff loans with Loan ledgers

Sanction & Release of Staff Loans

- (a) Checking of sanctions and their adherence to the policy/guidelines /circulars of the Bank.
- (b) Checking of release of installments
- (c) Checking of documents
- (d) Checking of calculation of interest
- (e) Checking of interest on annual basis
- (f) Reconciliation of Individual Recovery Sheets, staff loans on the HRMS portal with General Ledgers.

F. Pension Cell

- (a) Verification of compliance with the instructions given in regulation related to Pension of NHB officials.
- (b) Verification of maintenance of records by HR Department (Officers due for retirement in next financial year)
- (c) Verification of approvals by HR Department from competent authorities.
- (d) Calculation of Average Monthly Emoluments (AME) / Pension
- (e) Delay in sanctioning / communicating / payment of pension / family pension.
- (f) Redressal of grievances of pensioners / family pensioners
- (g) Pre audit of all superannuation payments.

G. General Administration Department (GAD)

Settlement of Final Bills-Refund of Security Deposits

- (a) Verification of final bill payment is made as per approval from competent authority.
- (b) Verification of Final Security Deposit is refunded as per terms stipulated in RFP and after obtaining approval from competent authority.
- (c) Whether maintenance of all site records e.g. attendance register, Stock register, Complaint register etc. up to date have been maintained.

Examination of Financial Aspects:

- (a) Examine the correctness of amounts sanctioned and vouchers passed vis-à-vis the claims/bills received.
- (b) Whether provision of Income Tax Act, other Acts (like GST etc.) and recoveries have been complied with.
- (c) Financial sanctions must be available for all payment made under appropriate head and no excess is paid without revised sanction.
- (d) Whether expenditure has been booked under proper Heads of Accounts. Whether Maintenance of Registers was proper and provides all the necessary data required.
- (e) Verification of all books of accounts as per NHB's policies and manuals, pre-audit of all third-party payments of Rs.2.00 lakh and above in HO.

Safe custody of Documents:

Verify all the relevant documents related to General Administration Department. This includes amongst others, Bank Guarantee, Original Tender Documents, approved notes and approvals thereof for costs, variations etc., performance guarantee, set of tender drawings, and set of as-built drawings, completion certificate and approvals of local authorities. Conveyance deeds of all the properties, etc. In case complete documents are not available, efforts made by the department to obtain the same may be commented upon.

- (a) Verification of Preparation / maintenance of list of documents kept in safe custody / with provision for columns for removal / restoration of documents for official purpose.
- (b) Verification of Custody of keys of safes and operation thereof.
- (c) Verification of Key Movement register.
- (d) Joint custody of important documents, valuables.

Maintenance of NHB's properties:

In case of all properties owned by NHB, all the repairs and maintenance thereof shall be the

responsibility of NHB. However, in case of property taken on lease, the maintenance responsibility thereof shall devolve on NHB / lessor in accordance with the terms and conditions of the agreement. If the owner does not carry out the repairs on request / demand as per terms of the agreement, NHB shall serve a notice to the owner and carry out such repairs and recover the cost thereof from the owner on actual basis. A provision to this effect in the agreement shall be made as and when agreement is made/ renewed. All such agreements/renewals may be verified and seen that such clause (s) have been incorporated in the agreements/renewals.

Insurance

- (a) Checking of adequacy of timeliness and appropriateness of the policy and coverage of all insurable related to bank's property.
- (b) Obtaining of car insurance and timely renewal of car insurance policies.

Premises and Leased Flats

- (a) Verification / safe custody of bank's title deeds.
- (b) Checking of rent payments
- (c) Checking of adjustments of advances
- (d) Checking of Renewal of lease agreements
- (e) Verification of documents
- (f) Checking of awarding of contract for security arrangement for Office Premises and Staff Quarters.
- (g) Checking of awarding of contracts for maintenance of Visiting Officers' Flats.
- (h) Checking of whether rent, rates and taxes paid on time.
- (i) Verification of VOF maintenance certificates and VoF Register
- (j) Checking of AMCs of VOFs / Bank's properties.
- (k) Verification of reconciliation of VOF charges with SAP GLs

Staff Canteen

- (a) Performance of the caterers - whether as per the terms of agreement.
- (b) Timely settlement of bills of caterers.
- (c) Checking of deduction of tax at source

Telephone/Mobile

- (a) Verification of settlement of telephone/mobile bills
- (b) Checking of recovery of excess telephone/mobile call charges.

Checking of calculation of overtime paid to outsourced resources related to GAD.

H. Knowledge Center - Library

- (a) Verification of acquisition / Accessioning and numbering of Books and settlement of Bills
- (b) Verification of subscription/ Need based Renewal of subscription to Journals/Magazines/On line databases phasing
- (c) Verification of issue and Return of Books/Magazines/Journals, Recovery of cost of lost books/ books out unused subscription.
- (d) Verification of physical Verification of Books/Writing off missing publications/Weeding out of unwanted and outdated books / ongoing subscriptions to online material.

I. Verification of Statutory Dues

- (a) Filing of Tax returns in time and issuance of requisite certificates (related to TDS, GST) in time.
- (b) Timely & accurate deposit of statutory dues (TDS, GST, WCT, PF, ESI, NPS, PT etc.)
- (c) Correct & accurate accounting of statutory dues.
- (d) Reconciliation of liability, input tax credit as per books & returns
- (e) Reconciliation of 26 AS & books
- (f) Whether quarterly review of accounts as per the policy has been conducted.
- (g) Whether GST input tax credit has been booked correctly.

J. Borrowings {Resource Mobilization and Management Department (RMMD)}

Audit of Bonds, Debentures etc.

- (a) Checking of maintenance of Records and Registers viz. Registrar Bills Register, Arrangers Bill Registers, Redemption Registers, Interest rate Registers, etc. visit to Registrar office regarding Issue of Bonds, Issue of Bonds Certificate as well as Demat form.
- (b) Detailed checking of existing bonds and other bonds, if any (in future).
- (c) Pre-audit of Issue of bonds in physical as well as Demat form and matching the issue size with daily inflow of funds received by NHB.
- (d) Pre-Audit of Interest on application money for bonds.
- (e) Pre-Audit of semiannual and annual interest payments, accrued interest in case of cumulative interest opted and Redemption payment of Pre-audit of Registrar/ Bank / Arrangers Bills.
- (f) Reconciliation with monthly Trial Balance with respect to bond accounts.
- (g) Audit of Bank reconciliation of all banks accounts.
- (h) Pre-audit and checking of Annual Closing Statements.
- (i) Checking of Tax Deduction at Source.

Audit of bonds & borrowings - Institutional Borrowings

- (a) Scrutiny of Bond applications / CDs /CPs / TMBs / Borrowings from GoI and various other agencies/Banks.
- (b) Compliance with RBI / SEBI / BSE & National Stock Exchange guidelines / instructions. Maintenance of records and Registers, issue of Bonds / CDs/CPs, etc.
- (c) Pre-audit of interest payments of Bonds, CPs, CDs, it deposits, loans from GoI, other agencies/Banks and monthly provisions / memorandum for the same.
- (d) Pre-audit of redemption of Bonds, release of TDS amount to Income Tax Dept. and net interest to Bondholders.
- (e) Payments to Depository Agents, Arrangers, rating agencies, debenture trustee, BSE, bankers and to NSDL, if any.
- (f) Checking of Annual Closing Statements in respect of Institutional Borrowings Section
- (g) Checking of Tax Deduction at Source
- (h) Checking of remittance transit, A/c
- (i) Checking of monthly provisions for bonds, CP & CD in case of GoI borrowings.
- (j) Checking of revenue leakage (penal payments/ late payments fee etc.) if any.
- (k) Checking for payment of interest as per terms of the borrowing agreement and also for timely payments of interest on monthly basis.
- (l) Pre-Audit and certifications of documents requested by RBI/SEBI/NSE/BSE/CDSL/NSDL as and when required.
- (m) Checking for timely reporting and prudential breach if any in the Structural Liquidity Statement (SLS).
- (n) verification of cost of borrowings.

Retail Borrowings

- (a) Scrutiny of Bond applications / TDs etc.
- (b) Compliance with RBI / SEBI / BSE/NSE guidelines / instructions. Maintenance of records Registers, Issue of Bonds, etc.
- (c) Scrutiny of Investor Grievances
- (d) Pre-audit of interest payments of Bonds and Corporate loans and monthly provisions / memorandum for the same.
- (e) Pre-audit of redemption of Bonds, Repayments made to Commercial Banks, release of payment to Income Tax Dept. and net interest payment to Bondholders.
- (f) Pre-audit of monthly interest provision & calculation.
- (g) Payments to Depository Agents, Registrar, Arrangers and bankers, if any.

- (h) Checking of Annual Closing Statements in respect of retail borrowings section
- (i) Checking of Tax Deduction at Source
- (j) verification of cost of borrowings.

Audit of transactions of Accounts Department

- (a) Checking of Vouchers - 100 percent checking of all cash and Journal Vouchers and ensuring proper accounting and compliance with Accounting Policy/Manual/Procedures of the Bank.
- (b) Verification of maintenance of books as per Accounts Manual.
- (c) Checking of voucher postings.
- (d) Checking of disbursement notes/advice received from departments for release of refinance /project finance to Primary Lending Institutions/ Public Agencies.
- (e) Checking of posting of loan ledger
- (f) Pre-audit of principal demand.
- (g) Pre-audit of calculation of interest.
- (h) Reconciliation of loan ledger balances with general ledgers, NHB General Accounts/ Inter Office Accounts
- (i) Inter office Accounts - passing of vouchers.
- (j) Checking of reconciliation of loan ledgers with due date registers.
- (k) Verification of Bank Reconciliation Statements, Trial Balance
- (l) Checking of quarterly provisions including interest payable.
- (m) Checking of calculation of penal interest on defaults.
- (n) Calculation of interest payable on borrowings on a quarterly basis and provisioning thereof
- (o) Checking Balance confirmation certificates
- (p) Reporting of all Advances (outstanding of more than three months)
- (q) Whether proper controls over petty cash and cheques are maintained by department
- (r) Whether KYC norms of NHB are followed for new vendors creation.

K. Investments

System Audit of Treasury as defined by RBI from time to time.

Transactions

- (a) Segregation of its investments into held to Maturity/ Available for Sale/ Held for trading
- (b) Presence of proper conversation recording system of the dealing room and if it is tested periodically.
- (c) Execution of proper authority letter in favor of the dealer

- (d) Accurate serial numbering and inclusion of all relevant details in the deal slips
- (e) Approval of deals by the competent authority as per the delegation of power defined in the Investment policy.
- (f) Execution of deals inside the dealing room and if any deal has been done on mobile phones or outside the dealing room.
- (g) Timely passing the deal slips to back-office post recording and processing deals as per authorization.
- (h) Presentation of Daily statement of investment transactions to the Top Management
- (i) Compliance with terms and conditions
- (j) Timely receipt of confirmation from counterparty has been obtained.
- (k) Timely receipt of interest and redemption proceeds
- (l) Accurate interest accrual on transactions and products
- (m) Monthly reconciliation of sub ledgers and books of accounts
- (n) Timely settlement of deals on E-KUBER system
- (o) Voucher preparation for all settled transactions
- (p) Deal entry of all transactions in SAP
- (q) Procedural adherence by back office before handing over cheque to the counter party.
- (r) Reporting of forthcoming maturity to Front Office

Broker Empanelment

- (a) Adherence to the procedure for empanelment of brokers
- (b) Empanelment and de-listing of brokers as per the defined criteria
- (c) Review of broker panels annually/ periodically
- (d) Review of transactions entered through individual brokers.
- (e) Adherence to RBI guidelines for deals entered through brokers.
- (f) Review of cases of substitution of counterparty or security in deals by brokers, if any
- (g) Adherence to process by brokers for settlement

Cash Management

- (a) Timely preparation and presentation of cash flow

Committee Meetings

- (a) Verification of Frequency of the committee meetings held and documentation of minutes.
- (b) Provision of agenda / data for consideration in meetings

Derivatives

- (a) Verification of entering into forward contracts and other permitted derivative transactions. only in permitted securities

- (b) Verification of approvals of all derivative transactions as per competent authority

Funds Transfer

- (a) Verification of timely processing of payment instructions and entry for investments (IOT)
- (b) Verification of timely response and making payment effects of IOT by Mumbai Office
- (c) Verification of actioning the open IOTs post properly examining them and the corrective action taken

Verification of Investments

- (a) Segregation of its investments into held to Maturity/ Available for Sale/Held for trading
- (b) Adherence to RBI guidelines in respect of transfer of positions from Available for Sale to Held for Trading
- (c) Review of investment portfolio on a half yearly basis to certify adherence to Bank's investment policy guidelines and RBI guidelines and presentation to the Board.
- (d) Reporting exceptions in securities transactions including other investment transactions in committee
- (e) Adherence to RBI guidelines for Valuation of Investments
- (f) Accurate accounting, receipt and accrual of investments
- (g) Adherence to accounting policies and statutory regulation for recording and accounting of all investment related transaction.
- (h) Addition / consideration of acquisition of securities cost while calculating the cost of investment.
- (i) Accounting of investments in the books of accounts as per RBI Guidelines
- (j) Accurate yield statement preparation of investments portfolio on a quarter ended and half years basis
- (k) Collection and accounting of profit on sale of investments
- (l) The audit will cover areas such as Dealing Room procedures to ensure that all deals executed were promptly captured by the accounting system, full scrutiny of sample deals, limit system, etc.,
- (m) To verify the compliance of latest RBI directions on Commercial Paper, conditions of CP offer documents and the operational guidelines on Commercial papers Issued by FIMMDA; and to submit a quarterly certificate within a week from the quarter end specifically indicating the following lines:
 - 1. the CP was Issued for the purpose as mentioned in the offer document and the CP proceeds are used for the disclosed purpose.
 - 2. the other conditions of the offer document and the CP issuance directions are adhered to.
 - 3. the asset classification of fund-based facilities from banks/financial institutions continues to be "Standard".

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4. there has been no material change in Bank's financial status which may adversely affect the credit rating of the Commercial Paper.
5. the CPs have not been invested by related parties either in primary market or in secondary market as per the list of beneficial owners.

Liquidity Management

- (a) Adherence to liquidity ratios as per liquidity policy presented in ALCO.

Market Monitoring

- (a) Preparation of off market reports
- (b) Timely macro-economic interest rate review

Record Management

- (a) Safekeeping, custody and record management of documents
- (b) Whether records are maintained as per the Records Management Policy

Risk Management

- (a) Adherence to limits and limits approvals as per investment policy
- (b) If the exposure with the counterparty is within the single/ group exposure limit
- (c) Month end reconciliation of Single / Group Limit balances with balances in the books of Public Debt Office of RBI (PDO)
- (d) Reporting of Limit monitoring of outstanding balances on a daily basis
The above area of operations are illustrative only and not criteria exhaustive.
- (e) Validation of Structural liquidity statement

L. *Government Schemes Department (GSD) w.r.t. all the live schemes being managed by the department.*

- (a) To check if amount sanctioned, amount advised/released through RTGS to the banker & amount transferred to Primary Lending Institutions (PLIs) are matching.
- (b) Verification of Refund Sanctioned and Settlement (PMAY-CLSS Portal, RHISS Portal , any other related portal & in SAP Accounting Software).
- (c) Verification of Bank Reconciliation on monthly basis.
- (d) TDS Reconciliation on monthly basis.

Compliance

Verification of Adherence / Compliance to various statutory requirements furnished by the Bank.

M. *Mumbai Regional Office (MRO)*

- Verification of cash and cash equivalents and tallying it with the Books.

- Verification of Payments, Receipts and disbursements
- Asset/Investments Verification
- Clearing of transactions in IOT accounts on timely basis.
- Whether petty cash expenses properly supported
- Checking of awarding of contracts for maintenance of Visiting Officers' Flats.
- Verification of VOF maintenance certificates and VoF Register
- Checking of AMCs of VOFs / Bank's properties.
- Verification of reconciliation of VOF charges with SAP GL

N. All Department and Regional Offices

Verification of Vouchers and Accounting transactions

- (a) 100 % audit of all vouchers and supporting documents for ensuring compliance with the provisions of the NHB policies/guidelines/manuals.
- (b) 100 % verification of TDS and GST cases and certification towards prompt and timely remittance of TDS to the IT Authorities including GST/professional tax etc.
- (c) Reconciliation of Bank Accounts.
- (d) Vetting of provision Vouchers /Statements at the time of closing of Books of Accounts and also quarterly provisions.
- (e) Verification of Booking of transactions in proper heads of account and accounting entries made in the books.
- (f) Verification of all expenses incurred through SAP.
- (g) 100% checking of assets accounting.
- (h) Checking of short / excess provisions
- (i) Review of Sundry Advances & Sundry Creditors, Sundry Deposits Accounts.
- (j) Checking of voucher postings, whether there is any error of principal
- (k) Reconciliation of loan ledger balances with general ledgers, NHB General Accounts/ Inter Office Accounts
- (l) Inter office Accounts - passing of vouchers.
- (m) Checking of calculation of penal interest on defaults/delays .
- (n) Reporting of all Advances (outstanding of more than three months)
- (o) Whether all value dated entries have been approved as per the policy of the Bank.
- (p) Whether EOD /exception reports are duly issued and checked/monitored by the respective authority.
- (q) Proper sanction of expenditure as per delegated powers.

O. Verification of departmental procurements

- (a) To ensure adherence to procedure for procurements i.e. Bank's & departmental policies, DOP etc.
- (b) Maintenance of quotation register.
- (c) Purchase Approval Committee Recommendations.
- (d) Sanction of expenditure as per delegated powers.
- (e) Maintenance and updating of Inventory/ stock register.
- (f) Allocation of Inventory Numbers / display thereof on inventory etc.
- (g) To ensure disposal of unserviceable items at regular intervals as per NHB's circulars/policies.
- (h) Maintenance of Repairs /maintenance of property register, arrangement for repair and maintenance of stock items was satisfactory / unsatisfactory.
- (i) Annual/half yearly physical verification and reconciliation with books of accounts.
- (j) The effectiveness of the AMCs.
- (k) Procedure followed for Issue and receiving of Inventory.
- (l) Surprise verification of stock / maintenance of record thereof.
- (m) The mechanism to receive the deliveries as per order specification in terms of number and quality.
- (n) Timely payment of bills of suppliers/vendors, delay if any and reasons therefor, wherever applicable.
- (o) Assets are adequately insured against damage/burglary or similar threats and insurance is in force.

P. Audit of Dealing Room and Systems in operations of the Bank on an annual basis broadly as per the scope defined in the RBI internal control guidelines.

Q. Verification of EoD system /exception reports maintained by departments and issuance of EoD reports/exception reports certificates as per requirements of the Bank.

R. Any modifications in the scope mentioned above, as decided by Bank from time to time, at no extra cost.

S. The audits are to be carried out as per the frequency mentioned below: -

S. No.	Functions / Departments	Periodicity of Concurrent Audit
1.	Accounts Department	Monthly
2.	Refinance Operations Department	Monthly
3.	Treasury	Monthly
4.	Government Schemes Department	Monthly

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5.	General Administration Department	Monthly
6.	Human Resource Management Department	Monthly
7.	Procurements	Monthly
8.	Knowledge Centre	Quarterly
9.	Borrowings	Quarterly
10.	Pension Cell	Quarterly
11.	Mumbai Regional Office	Quarterly
12.	Project Finance Department	Quarterly
13.	Verification of Vouchers of all Departments and Regional Offices	Monthly

Note: The frequency of audits may change as per requirement /policy of the Bank.

- The Firm should depute at least **three** article assistants/ staff qualified as CA inter, having minimum experience of 12-15 months, on daily basis and one Chartered Accountant with minimum experience of 2 years for a minimum of **15 working** days in a month for the Concurrent audit assignment (at NHB's head office in New Delhi). The auditor is required to visit Mumbai Regional Office for conduct of the audit as per the frequency defined above, cost of travel /other expenses for the same shall be borne by the auditor. Continuity in the matter of personnel should be ensured.
- The partner of the auditing firm should spell out clear supervision check controls / guidelines for auditing of the bank and Partner should visit the bank at least once in a week and attend briefing sessions on the Concurrent Audit with the Audit Head in order to ensure effective follow-up of the rectification of the irregularities and also attend periodical review meetings as and when convened by the Bank at his own cost. Further, if desired by the Top Management / Board, a senior partner shall visit the Bank. It may be noted that no cost towards these visits will be borne by the bank.
- The monthly/quarterly consolidated reports in the prescribed format should be submitted within 30 days post the completion of audited month/ quarter. Delay beyond this may cause 0.25% penalty of the Invoice amount of the per day delay with a maximum of 5% of the Invoice amount. In the event, the default in submission of monthly/quarterly reports still continues beyond the period for which maximum penalty is prescribed, the Bank may at its discretion take appropriate action as provided in RFP including termination of the contract.

Concurrent Auditors can be assigned any Special Audit/assignment as per the requirement of the Bank, beyond the scope of the work. In such case, the task is to be completed at the man-day rate quoted by the auditor post assessment of man days required for completion of the task.

6. Deliverables

The deliverables are applicable as defined in scope of work and required to accomplish requirements laid down in this RFP and implementation of various services including but not limited to as defined in Commercial Bid for this enablement.

The Auditors shall carry out audit activities and furnish monthly /quarterly audit reports for various business / support functions separately. Critical business functions to be audited more frequently, than the support functions of the Bank. In addition to the reports, the Auditors shall also provide Compliance Certificates.

Periodicity of submission of Reports & Certificates/Timelines for Deliverables

S. No.	Type of Report /Certificate	Periodicity of Submission of Reports and certificates
1.	Monthly Concurrent Audit Report	Within 30 days post the completion of audited month
2.	Quarterly Concurrent Audit Report	Within 30 days post the completion of audited quarter
3.	Compliance Certificate on KYC Documentation	Within 30 days post the completion of audited quarter
4.	Compliance Certificate on Revenue Leakage	Within 30 days post the completion of audited quarter
5.	Compliance Certificate on Delegation of Powers	Within 30 days post the completion of audited quarter
6.	Certificate on EoD system /exception reports	Within 30 days post the completion of audited quarter
7.	Report on Audit of Dealing Room and Systems in operations of the Bank	Annually (within 45 days of the end of NHB's financial year, i.e. by August 15)
8.	Verification of Vouchers reports of all the Department and Regional Offices	Within 30 days post the completion of audited month

Concurrent Auditors may be asked to issue any other Certificates as per the requirement of the Bank, (based on the examinations conducted by the Concurrent Auditors under the scope of the RFP).

Documentation Format:

- ❖ All reports and evidence will be handed over in single copies, legible, neatly and robustly bound on A-4 size, good-quality paper, duly signed and sealed by the authorized signatory.
- ❖ Soft copies of the reports & Certificates along with evidence in MS Word & PDF format will also be submitted along with the hard copies.

- ❖ All documents will be in plain English or Hindi.
- ❖ Vouchers along with supporting documents examined by the concurrent auditors shall be stamped (seen & verified) and signed.

7. Period of Contract

The contract will be valid for three years from the date of implementation of project. However, the performance under the contract will be reviewed annually at the end of each year during the period of contract by the Bank and accordingly, the contract will be renewed by issuance of fresh letter of award/work order for the subsequent year, subject to satisfactory performance review on the same payment terms/rate quoted in the commercial Bid. If the performance is not found satisfactory, the Bank reserves the right to cancel the contract.

The date of implementation of project shall be the date of acceptance of the letter of award /work order (Starting Date) or such other date as may be fixed by NHB.

Note:

This RFP is not exhaustive in describing the functions, activities, responsibilities and services for which bidder will be responsible. The Bidder, by participation in this tender, implicitly confirm that if any functions, activities, responsibilities or services which are either not specifically described in this RFP or specifically described but has to undergo suitable changes/modifications due to regulatory/statutory changes and are termed necessary or appropriate by NHB for the proper performance of the contract, such functions, activities, responsibilities or services (with applicable changes, if any) will be deemed to be implied by and included within the scope of services under this RFP and Bidder's response to the same extent and in the same manner as if specifically described in this RFP and Bidder's response.

8. Instructions to Bidders

8.1 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. It is deemed a part of the contract. 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 Auditors.

Request for Proposal: For Selection & Appointment of Concurrent Auditors of National Housing Bank

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

Yashoda Malvi Regional Manager Audit Department National Housing Bank Head Office Core 5 A, 4 th Floor, India Habitat Centre, Lodhi road, New Delhi, 110003 Phone No: 011-39187074 Email: yashoda.malvi@nhb.org.in	Bhavna Assistant Manager Audit Department National Housing Bank Head Office Core 5 A, 4 th Floor, India Habitat Centre, Lodhi road, New Delhi, 110003 Phone No: 011-39187374 Email: bhavna@nhb.org.in
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- NHB may, in its absolute discretion, seek additional information or material from any Bidder/s even after the tender/RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- Bidders should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
- 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 regarding bid documents/RFP if any from the authorized representative of firms **may be taken up through the emails with the contact person/s detailed above on or before i.e. Friday 29.11.2024 before 02:00PM.** The Authorised Representative of firms may contact Audit Department, National Housing Bank between 10:00 am to 6:00 p.m. at Head Office on Monday to Friday, excluding public holidays, for any query/clarification.
- **Bidder should not have been blacklisted/debarred from participation in the Bid process by any of the Department of Financial Services/Department of Expenditure of Ministry of Finance or NHB on the date of opening of the bid and/or on the date of signing of the contract.**
- NHB will notify all short-listed Bidders in writing or by mail or by publishing in its website as soon as practicable about the outcome of their RFP. NHB is not obliged to provide any reasons for any such acceptance or rejection.
- The bids qualifying the Minimum Eligibility Criteria will be eligible for further evaluation and subsequently the bids qualifying both Minimum Eligibility Criteria and Technical Evaluation will be eligible for Commercial Evaluation.

- NHB reserves the right to cancel the entire tendering process at any point of time prior to award of contract if deemed fit.

8.2 Pre-Bid Meeting

- For the purpose of clarification of doubts of the Bidders on issues related to this tender/RFP, NHB intends to hold a Pre-Bid meeting on the date and time as indicated in the RFP on GeM Portal. **The queries of all the Bidders, in writing, should reach by e-mail on or before Friday, 29.11.2024 before 02:00PM on the e-mail IDs mentioned above.** It may be noted that no query of any Bidder shall be entertained after the Pre-Bid meeting. Clarifications on queries will be given in the Pre-Bid meeting itself. Only the authorized representatives of the Bidders will be allowed to attend the Pre-Bid meeting.

Pre-bid queries need to be submitted in the following format:

Name of the Firm:		
Authorised person Name, designation & contact details:		
S. No.	Relevant Clause of the RFP	Query

- Interested Bidders can attend the scheduled Pre-bid Meeting online by accessing the link which will be published on NHB's website www.nhb.org.in. Further, Bank shall not be responsible if any bidder(s) who desires to attend the online meeting but fails to do so.

8.3 Soft Copy of Tender/RFP Document

The soft copy of the Tender/RFP document will be made available on NHB's website <http://www.nhb.org.in> and on GeM Portal. The Bidders are required to pay refundable fee of Rs. 2,00,000/- (Rupees Two Lakhs Only) by way of e-payment /NEFT/RTGS into NHB' account as described in **Clause 8.13(a)**. and shall **notify NHB immediately post payment of the same with details on the e-mail IDs mentioned in Clause 8.1 above.**

The proof of the payment should be uploaded along with the Technical Bid on the GeM Portal. In the absence of which the Bid may not be considered for further evaluation.

8.4 Non-Transferability of Tender/RFP

This tender/RFP document is not transferable.

8.5 Erasures or Alterations

The offers containing erasures or alterations may not be considered. Any interlineations', erasures or overwriting in technical Bids may be considered at the discretion of NHB only if they are initialed by the person signing the Bids. However, any interlineations', erasures or overwriting in any form will not be accepted in the commercial Bid. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the services being offered must be filled in. Filling up of the information using terms such as "OK",

“accepted”, “noted”, “as given in brochure/manual” is not acceptable. However, NHB may treat offers not adhering to these guidelines as unacceptable. NHB may, in its absolute discretion, waive any non-conformity or irregularity in the offer, which in the opinion of NHB is ancillary and not essential. This shall be binding on all Bidders and NHB reserves the right for such waivers.

8.6 Amendment to the Bidding/Tender/RFP document

- At any time prior to the deadline for submission of Bids, NHB, for any reason, may modify the Bidding/Tender/RFP document, by amendment or corrigendum.
- The amendment will be posted on NHB’s website www.nhb.org.in and on GeM Portal.
- All Bidders must ensure that all amendments/enhancements (if any) in the RFP have been considered by them before submitting the Bid. NHB will not have any responsibility in case of any omission by Bidder/s.
- NHB at its discretion may extend the deadline for the submission of Bids.
- NHB shall not be liable for any communication gap. Further NHB reserve the right to scrap the tender or drop the tendering process at any stage without assigning any reason.

8.7 Language of Bid

- The Bid prepared by the Bidders, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and NHB and supporting documents and printed literature shall be written in English.

8.8. Masked Commercial Bid

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

8.9 Right to Alter Location/ Quantities

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

8.10 Prevention of Corrupt and Fraudulent Practices:

- As per Central Vigilance Commission (CVC) directives, it is required that every participating bidder is required to sign an integrity pact as per the **Annexure-XV** of this RFP.
- Every Bidder is expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the

Bank of the benefits of free and open competition.

- The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing or during the past services rendered for or in executing the contract.

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

1. Bidder's information/Firm's profile in the format as prescribed in **Annexure I**
2. Bidder's Experience details in the format as prescribed in **Annexure II**
3. Compliance Statement Declaration in the format as prescribed in **Annexure III**
4. List of Deviations, if any, in the format as prescribed in **Annexure IV**
5. Information on Minimum Eligibility Criteria in the format as prescribed in **Annexure V**
6. **The Technical Proposal: The Technical Bid should be submitted in the format as prescribed in Annexure VI along with the covering letter in the format as prescribed in Annexure VI. Documents comprising to be submitted along with the Technical Proposal should be Annexure I, II, III, IV, V, VII, VIII, IX, XI, XII, XIII, XIV, XV, XVII, XVIII.**
7. ECS Mandate in the format as prescribed in **Annexure VII.**
8. Letter of Competence in the format as prescribed in **Annexure VIII.**
9. Resolution Matrix in the format in **Annexure IX.**
10. The Commercial Proposal: The Commercial Bid along with the covering letter should be submitted in the format as prescribed in **Annexure X**
11. Declaration Regarding Clean Track Record) as prescribed in **Annexure XI**
12. Declaration by the Bidder for Code of Integrity as prescribed in **Annexure XII**
13. Certificate for Restriction on procurement from a Bidder of a country which shares a land border with India as prescribed in **Annexure XIII**
14. EMD / Bid Security Declaration prescribed in **Annexure XIV.**
15. Pre-Contract Integrity Pact (wherever applicable) in the format in **Annexure XV** (*The Pre-Contract Integrity Pact should be submitted neatly typed in on Rs.100/- non-judicial stamp paper, each page duly signed by the authorized signatory and the same will be signed on behalf of NHB subsequently. The date of execution should be the date as mentioned in the Technical Bid by the Bidder*). **Any Bid not accompanied by pre-contract Integrity Pact duly signed by the authorised signatory of the Bidder shall be considered to be a non-responsive bid and shall be rejected straightaway.**
16. Format of Bank Guarantee in **Annexure XVI.**
17. Service Level Agreement as prescribed in **Annexure XVII**
18. Confidentiality cum Non-Disclosure Agreement (NDA) as prescribed in **Annexure XVIII**

Documents Comprising the Financial/ Commercial Bid (Please follow the instructions, if any, separately prescribed in the Formats)

The Commercial Proposal: The Commercial Bid along with the covering letter should be submitted in the format as prescribed in **Annexure X**

Note: Bids without the EMD amount/ Bid Security Declaration will be rejected summarily.

8.12 Bid Currency

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

8.13 Earnest Money Deposit (EMD):

1. For non-MSE Bidders:

- (a) All the Bids must be accompanied by a refundable interest free security deposit of Rs. 2,00,000/- (Rs. Two Lakhs only), by way of e-payment /NEFT/RTGS in favour of **National Housing Bank**.

The Accounts details are given below:

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

- (b) The proof of the payment should be uploaded in the GeM portal along with the technical Bid. In the absence of which the Bid may not be considered for further evaluation. The Bidders are also required to submit duly filled ECS Mandate Form as enclosed in **Annexure-VII**.
- (c) Any Bid received without EMD (other than Bids claiming exemption under para 8.13(2) in proper form and manner shall be considered unresponsive and rejected.
- (d) Any request for exemption from EMD will not be entertained, unless such exemption is provided by the Government of India.
- (e) Save as otherwise provided herein or in the definitive agreement, the EMD amount of all unsuccessful Bidders would be refunded on completion of the tendering process on or before 30 days post award of work/contract.

- (f) Save as otherwise provided herein or in the definitive agreement, the EMD amount of the successful Bidder will be refunded after execution of SLA and submission of PBG for value amounting to 5% of the total contract value as per terms of the RFP.
- (g) The EMD security may be forfeited:
- If Bidder withdraws its Bid/s during the period of Bid validity;
 - If Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract.
 - In case of successful Bidder, if the Bidder fails to Sign the contract; and
 - In case of any breach of the pre-contract Integrity Pact.
 - In case of successful bidder fails to furnish the required Performance Security within the specified period.

2. For MSE bidders:

As per Rule 170 of General Financial Rules (GFRs) 2017, MSE Bidders are exempted from submission of bid security i.e., EMD deposit. Further, in lieu of Bid Security, Bidders are required to submit the "EMD/Bid Security Declaration" on their firm's letter head duly signed and stamped by their authorized signatory accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fail to submit a performance security before the deadline defined in the request for proposal (RFP) document, they will be Suspended/Blacklisted at Bank's discretion as prescribed in **annexure XIV**.

8.14 Implementation schedule

- The selected bidder will be required to report at the NHB Head Office for commencement of the concurrent audit services within 10 days of placement of work order.
- The Bidder shall be responsible for delivery of the services.
- Billing cycle will commence only after execution of SLA as per terms of the RFP.

8.15 Performance Bank Guarantee (PBG)

The selected/successful Bidder will be required to provide performance bank guarantee (PBG) of value **amounting to 5% of the total cost of contract value (i.e. Contract value for this will be 36*X {X is Monthly Charges towards Concurrent Audit Services (as quoted in Commercial Bid) , in the form of bank guarantee from a scheduled commercial bank in the format as substantially prescribed in Annexure-XVI of the RFP within 14 days of placement of work order.** The PBG should be valid for a period of 60 days **beyond the expiry of contract period** (*completion of all contractual obligations, including warranty obligations*) or such other extended period as NHB may decide. The PBG is required to protect the interest of NHB against the risk of non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions including labour laws and any other laws/rules/regulations, by the successful Bidder. Default in successful implementation of the conditions of the contract, may warrant the invoking of PBG, and also if any act of the Bidder results into imposition of Liquidated Damages/penalty, then NHB reserves the right to invoke the Performance Bank Guarantee submitted by such Bidder. The decision of NHB as to non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions etc., shall be

final and binding on the successful Bidder.

8.16 Period of Validity of Bids

- Prices and other terms offered by Bidders must be **valid for a period of 06 months** from the date of submission of commercial Bid for acceptance by NHB.
- In exceptional circumstances NHB may solicit the Bidders' consent for extension of the period of validity. Any such request and response thereto shall be made in writing. The Bid security/EMD provided shall also be extended.

8.17 Format and Signing of Bids

Each Bid shall be submitted in two parts:

- **Part I:** consists of Minimum Eligibility Criteria, Technical Bid and Masked Commercial Bid [price Bids without any price]. The above contents will be referred to as **“Technical Proposal”**.
- **Part II :** covering only the Commercial Bid herein referred to as **“Commercial Proposal”**
- The Original Bids shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the Bids shall put their initials on all pages of the Bids, except for un-amended printed literature.
- The commercial bid as per **Annexure- X** of the RFP documents must not form part of the technical bid and shall be submitted separately, as per GeM.

8.18 Sealing and Marking of Bids

- Bidding process is to be carried out as per GeM portal. Submission of physical bids will not be considered.

8.19 Deadline for Submission of Bids

- The bids must be submitted to the Bank only through GeM portal before the last date and time as indicated in the RFP.
- 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.

8.20 Late Bids

- Any Bid received by NHB after the deadline for submission of Bids prescribed by NHB will be rejected.

8.21 Opening of Bids by NHB

- On the scheduled date and time, Bids will be opened by NHB Committee in presence of Bidder authorized representatives who will attend the meeting on the specified date and time.
- Place of Opening of Technical Bids: Online over GeM Portal
- The Bidder name and presence or absence of requisite EMD amount/declaration and such other details as NHB, at its discretion may consider appropriate, will be announced at the time of Technical Bid opening.

8.22 Clarification of Bids

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

8.23 Preliminary Examinations

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

8.24 Proposal Ownership

The proposal and all supporting documentation submitted by the Bidder shall become the property of NHB unless NHB agrees to the Bidder's specific request/s, in writing that the proposal and documentation be returned or destroyed.

8.25 Instructions to the Bidders

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

8.26 Price Composition & Variation

- The Bidder should clearly furnish the cost matrix strictly as per the structure, if any, provided in the **Annexure X**. Any deviation may lead to Bid rejection. Also, no options should be quoted other than as per the Commercial Bid. Wherever options are given, the Bid is liable to be rejected.

- The commercial offer shall be on a fixed price basis. No price variation relating to cost of audit services excl. taxes (present and future) will be entertained for any work assigned during the period of contract.
- Only GST will be paid as actual as per statutory revision.
- Date of implementation of project shall be the date of acceptance of the letter of award (Starting Date) or such other date as may be fixed by NHB. The same date shall be considered for renewal of services etc., if applicable.

8.27 Timely availability of Support Services

- The Bidder should have proper and adequate support mechanism in place at Delhi-NCR, Mumbai and/or as per the requirement of NHB to provide all necessary support under this project.
- If, for any reason beyond the reasonable control of the Auditor, it becomes necessary to replace any of the Key Personnel (personnel according to NHB engaged for key assignments under the contract by the Auditor), the Auditor shall forthwith provide as a replacement a person(s) of equivalent or better qualifications and skills.

8.28 Manuals/Drawings

The Bidder 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.

8.29 Bid Evaluation: -

- NHB will constitute Technical Evaluation & Processing Committee (TEPC) /Consultancy Evaluation Committee (CEC) for the purpose of assessment, and selection of the bidder under this RFP. The decision of the Committee shall be final, and the bidder shall have no right to challenge the decision of NHB.
- NHB shall intimate a date and time for the eligible bidders to make a presentation before TEPC/CEC on the areas/aspects which will be intimated only to the eligible bidders.
- Detailed Bidding Process and Bid Evaluation Methodology for selection of bidder is given in **Clause 9**.

8.30 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.

8.31 Revelation of Prices

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

8.32 Terms and Conditions of the Bidding firms

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

8.33 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.

8.34 Contacting NHB or putting outside influence

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

8.35 Proposal Content

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

8.36 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 as Annexure XI.**

8.37 Compliance with Laws

a.) The 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 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.

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.

8.38 Intellectual Property Rights

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

- (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, workflows, delegation and decision-making processes of NHB are of business sensitive nature and hence shall not be referred to other clients, agents or distributors of the software. The project shall be deemed as incomplete in case the desired objectives of the project as mentioned in the scope of the project are not met and in case the system is unable to facilitate the processes duly supported by various requirements as envisaged in the RFP.

8.39 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/his Bid(s)/tender(s)/contract(s) liable to be cancelled/rescinded, in addition to the followings:

- a. If such statement is found at the tender stage, his total earnest money/EMD shall be forfeited, and tender/Bid will be summarily rejected.
- b. In case such a statement is found at the contract stage, NHB may take at its discretion appropriate action as provided in the RFP for termination of the contract including invocation of the PBG.

8.40 Restriction on procurement from a Bidder of a country which shares a land border with India:

- Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

However, such registration is not required for being eligible under this RFP in case the Bidders are from countries (even if sharing land border with India) to which Government of India has extended lines of credit or in which the Government of India is engaged in development projects, as per the updated list of such countries given on website of Ministry of External Affairs.

- The Bidder shall also submit a certificate as per the format enclosed as **Annexure XIII**. If such certificate given by the successful Bidder is found to be false, this would be a ground for immediate termination of the contract and for further legal action in accordance with law.
- For the purpose of this clause:

8.40.1 "Bidder" (including the term 'tender', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

8.40.2 "Bidder from a country which shares a land border with India" for the purpose of this Order means:-

- (i) An entity incorporated, established or registered in such a country; or
- (ii) A subsidiary or an entity incorporated, established or registered in such a country;
or
- (iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (iv) An entity whose beneficial owner is situated in such a country; or
- (v) An Indian (or other) agent of such an entity; or

- (vi) A natural person who is a citizen of such a country; or
- (vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

8.40.3 The beneficial owner for the purpose of (b) above will be as under.

- i. In case of company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

“Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company;

“Control” shall include the right to appoint majority of the directors or to control the management or policy decision including by virtue of their shareholding or management rights or shareholders agreement or voting agreement;

- ii. In case of partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control ownership.

8.40.4 An Agent is a person employed to do any act for another, or to preset another in dealings with third person.

8.41 Termination by NHB

NHB may by not less than fifteen (15) calendar days written notice of termination to the successful Bidder, (except in the event listed in paragraph (i) below, for which there shall be a written notice of not less than thirty (30) days) such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (h) of this Clause, terminate this contract:

- (a) In the event of breach of terms and condition and/ or failure in the performance of any of its obligations of the contract in the manner and/or within the time frames agreed in this behalf and/or abandons the services or unduly delays the performance under the contract, the applicable schedules and the instructions issued by NHB to the successful Bidder from time to time;
- (b) In the event, the services provided herein is / are in contravention of any law and regulation, as may be applicable from time to time or industrial practice.
- (c) If the successful Bidder 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;
- (d) If the successful Bidder fails to comply with any final decision reached/award passed as a result of arbitration proceedings in respect of this contract;
- (e) If the successful Bidder submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the successful Bidder knows to be false;
- (f) If, as a result of Force Majeure, the successful Bidder is unable to perform a material portion of the services for a period of not less than sixty (60) days;
- (g) In the event it comes to the notice of NHB that any of the representations and/or warranties made by the successful Bidder either in the Bid Documents or in the subsequent correspondences are found to be false and/or the successful Bidder /its personnel are found to be involved in any fraudulent or criminal act;
- (h) If successful Bidder suffers any material adverse change or material adverse effect which is likely or calculated to hinder performance of successful Bidder's obligations under the contract;
- (i) If NHB, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

9 Bids (Technical & Commercial) and Bid Evaluation Methodology

i. Bid Evaluation Methodology

Introduction

- a. To meet the Bank's requirements, as spelt out in the RFP, the selected Bidder must have the requisite experience in providing services in the field of Concurrent Audit that would be required to successfully provide the services sought by the Bank, for the entire period of the contract. The evaluation process of the bids proposed to be adopted by the Bank is indicated below. The purpose of it is only to provide the Bidder an idea of the evaluation process that the Bank may adopt. The Bank reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation the Bank may seek specific clarifications from any or all the Bidders.
- b. **The Bank reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RFP document.**
- c. The details of '**Minimum Eligibility Criteria**', provided by the bidder in its response to this RFP, will be evaluated first, based on the criteria described in section. **The technical**

and commercial responses to this RFP will be considered further only for those bidders who meet the Minimum Eligibility Criteria.

Techno-Commercial Evaluation i.e., Quality cum Cost Based System (QCBS):

- i. Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) where Technical Bid Score will get a weightage of 50 and Commercial Bid Score a weightage of 50.
- ii. The technical and commercial response evaluation will be based on the criteria described in following section onwards.

a. Minimum Eligibility Criteria

S. No	Criteria
1.	The bidder should be a reputed Chartered Accountancy firm (<i>Partnership Firm/ Limited Liability Partnership Firm</i>) registered with ICAI, to be eligible for appointment as Concurrent Auditor. The firm/LLP itself should have been in existence for 10 years or more, to prove that it is a well-established firm/LLP. Format A may be filled.
2.	The Bidder should have its head office in Delhi-NCR. Format B to be filled along with Declaration on the letter head.
3.	Average annual professional income of the firm during latest available last three consecutive audited years i.e., 2021-2022, 2022-23 & 2023-24, should be minimum Rs. 5.00 Crore for non-MSE Firms and Rs. 3.00 Crores for MSE Firms. Format C to be filled along with Declaration on the letterhead and valid MSE registration certificate.
4.	<ul style="list-style-type: none"> • The Bidder should have minimum 5 CAs Full time associated with the firm. • Out of above 5 CAs , 3 should be full time partners as on date of publication of RFP. • At least one full time CA partner should have an association of 10 years or more with the firm/LLP. • Out of the total full -time partners of the firm/LLP, at least 02 full time partners are stationed at Head Office of the Firm/LLP. Format D to be filled along with Declaration on the letterhead.
5.	At least one of the full time CA partners of the Firm/LLP must possess CISA qualification from ISACA, USA or DISA qualification from ICAI. Format E to be filled.
6.	During last five years (i.e. between 01.04.2019 to 31.03.2024) the Bidder should have carried out Concurrent Audit of at least two SCBs/All India FI (including audits currently being conducted), having balance sheet size of more than ₹10,000 Crores as on March 31, of respective financial year. Format F to be filled along with supporting documents.

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7.	<ul style="list-style-type: none"> • Neither the firm nor any of its partners should have been subjected to any disciplinary proceedings initiated by the ICAI. • The Bidder firms should not have been blacklisted/ debarred by any Government Financial Institutions /NFRA/Banks / RBI/ ICAI/ IBA / Government / Semi Government Departments/ PSUs / in India during last 5 years and Blacklisting should not be in force. <p>Format G to be filled along with Declaration on the letterhead.</p>
8.	<p>The Bidder should not be owned or controlled by any Director or Employee of National Housing Bank, both present and those who have retired in the last two Years, or by any of their Relatives. Further, the Bidder shall not engage any of the foregoing persons as partners, employees or contractors for any work whether connected with the “Assignment/ Job/ Engagement” nor shall they benefit directly or indirectly from the “Assignment/ Job/ Engagement” in any manner.</p> <p>Format H to be filled along with Declaration on the letterhead.</p>
9.	<p>The Bidder or its subsidiary or sister concern should not have been engaged with National Housing Bank as Statutory Auditors/Concurrent Auditors/ Tax Consultant/IndAS Consultant/GST Auditor/ auditor in any other audit assignment within last three years. (as on closing date of bid).</p> <p>Format I to be filled along with Declaration on the letterhead.</p>

A. Bidder should submit documentary evidence (acceptable to the Bank) of the Information given in the related formats in respect of all above-mentioned criteria while submitting the proposal, and clearly flag the same. Proposal of bidder who do not fulfill the above criteria or who fail to submit documentary evidence to the satisfaction of the Bank would be rejected.

B. Bidders fulfilling the Minimum Eligibility Criteria will only be considered for further technical evaluation.

- i. **Technical bids** received from the Bidder **will be opened on GeM** in the presence of authorised representatives of the bidders whoever choose to attend the meeting. A detailed check & analysis will be subsequently carried out by NHB. Based on responses to ‘Minimum Eligibility Criteria’, Bidder(s) will be shortlisted for further technical evaluation.
- ii. The technical bid will be analyzed and evaluated, based on which the Technical Score (TS) shall be assigned to each bid. The mark distributions criteria of the technical evaluation are as follows:
Technical Bids -Mark Distributions (Maximum Points/Marks 100)

S. No.	Details	Marks
Part I		
1.	Existence of the firm in the field of providing Audit services (Max Marks: 10)	

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	<p>More than 25 Years</p> <p>More than 20 but ≤ 25 Years</p> <p>More than 15 but ≤ 20 Years</p> <p>≥10 years but ≤ 15 Years</p>	<p>10</p> <p>07</p> <p>05</p> <p>03</p>
2.	<p>The number of professional staff (excluding typists, stenographers, computer operators, secretary/ies and subordinate staff etc.), including audit and articled clerks with knowledge in book-keeping and accountancy and engaged in accountancy and Audit:</p> <p>(Bidder will provide a list of staff signed by authorized signatory on their letter head which will include Qualification, designation, No. of year of Experience etc.)</p> <p>(Max Marks: 10)</p> <p>More than 50</p> <p>More than 40 but ≤ 50</p> <p>More than 30 but ≤ 40</p> <p>More than 20 but ≤ 30</p>	<p>10</p> <p>07</p> <p>05</p> <p>03</p>
3(a)	<p>Concurrent Audit undertaken of SCBs/ All India FIs, having balance sheet size of more than ₹10,000 Crores as on March 31, of respective financial years in the last 5 years (i.e. between 01.04.2019 to 31.03.2024) (Max Marks: 15):</p> <p>More than 8 entities</p> <p>More than 6 but ≤ 8 entities</p> <p>More than 4 but ≤ 6 entities</p> <p>≥ 2 but ≤ 4 entities</p>	<p>15</p> <p>10</p> <p>07</p> <p>05</p>
3 (b)	<p>For each year of continuous Concurrent Audit engagement in the individual / specific SCB/ All India FIs [as referred in 3(a) above], 1 mark will be awarded.</p> <p>(Max Marks: 05):</p>	<p>0-5</p>
4. (a)	<p>No. of Full time CA Partners of the firm/LLP-(Max Marks: 10):</p> <p>More than 10</p> <p>More than 8 but ≤ 10</p>	<p>10</p> <p>07</p>

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	More than 5 but ≤ 8	05
	≥ 3 but ≤ 5	03
4. (b)	No. of full-time CA partners having association with the firm/LLP for more than ten years (Max Marks: 10) :	
	More than 5	10
	More than 3 but ≤ 5	07
	More than 1 but ≤ 3	05
	1 full time partner	03
5.	Average annual professional income of the firm during latest available last three consecutive audited years i.e. 2021-22, 2022-23 & 2023-24 (Max Marks: 15)	
	More than ₹10 Crore	15
	More than ₹8 Crore but ≤ 10 Crore	10
	More than ₹5 Crore but ≤ 8 Crore	07
	$\geq ₹ 3$ Crore but $\leq ₹5$ Crore	05
6.	Number of full time CA partners of the Firm/LLP having CISA qualification from ISACA, USA or DISA qualification from ICAI. (Max Marks: 05)	
	More than 3 partners	05
	3 full time partners	04
	2 full time partners	03
	1 full time partner	02
Part II		
7.	Presentation on proposed roadmap for carrying out Concurrent Audit	20

- i. Bidders have to provide certified copies of supporting documents against each criterion mentioned above and clearly flag the same, without which bid may be rejected.
- ii. The Technical Bids obtaining the Technical marks of 50 or more in part I (S. No. 1 to 6 in Table mentioned above) out of 80 marks are only eligible for consideration for the presentation. Further, out of 20 marks allocated for presentation, minimum qualifying marks are 05 marks.
- iii. Eligible Bidders shall be informed about the date, time and venue/mode for making the presentation.

iv. The minimum qualification score for the Technical Bids (Part I & Part II as mentioned above) would be 65-(cut-off marks) out of Total 100 marks (Including marks for presentation).

v. The Evaluation of the Technical Bids is given below:

- The bidder securing highest marks as per marks distribution in the above table will be assigned the maximum Technical Score of 100 points.
- The Technical Scores of the other Technical Bids will be computed relative to the highest evaluated Technical Bidder's score.
- The Technical Score computing methodology is as follows:

$$\text{Technical Score (Bid under Consideration)} = \frac{100 \times \text{Marks of the Bidder under consideration}}{\text{Marks of the Highest Scoring Bidder}}$$

iii. Commercial/Financial Bid

- Only firms/ bidders successfully qualifying the requisite criteria of the Technical Bid process shall be considered eligible for the Commercial/Financial Bid Round. The evaluation of the Commercial/Financial Bids would be as follows:
- The lowest bid shall be assigned the maximum Financial Score of 100 points.
- The Financial Scores of the other Commercial/Financial Bids will be computed relative to the lowest evaluated Commercial/Financial Bid.
- The Financial Score computing methodology is as follows:

- Financial Score (Bid under consideration) = $\frac{100 \times \text{Price of the lowest bid}}{\text{Price of the bid under consideration}}$

iv. Final Processing

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

Final Score = Technical Score * T + Financial Score * F

(T - Weightage given to the Technical Bid, F - Weightage given to the Commercial/Financial Bid, T + F = 100)

Weightage for the bids are as follows:

Technical Bid (T)	50%
Commercial /Financial Bid (F)	50%
Total Weightage	100%

- The firm achieving the highest combined Technical and Financial Score may be invited for

negotiations, if required.

- The Bank reserves the right to revise the evaluation criteria, methodology, distribution points and weightage, if it finds it necessary to do so, it would be done before the opening of the bid and having issued necessary corrigendum to RFP giving sufficient time/ notice for making the change, so that there is no undue advantage to any particular tenderer.

10. Commercial Terms and Conditions

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

10.1 Price

- The Price quoted by the Bidder should include all type of costs.
- The price should be valid and firm for full contract period of 3 years.
- The price should be inclusive of all taxes (except GST), duties, levies charges, transportation, insurance, and other charges , as per Commercial Bid.
- The price quoted by the Bidder shall remain firm and irreversible during the Bidder's performance of the contract i.e., for a period of contract i.e., for a period of 3 years, which may be extended, if required, by NHB.
- Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- Based on the contracted rates, NHB at its discretion may place repeat order/s annually after satisfactory performance review of the previous year.
- If a Bidder quotes NIL consideration/charges, the Bid shall be treated as unresponsive and will not be considered.
- As per ICAI Guidelines, minimum remuneration/fee is to be indicated for inviting bids. **The minimum monthly fee will be ₹90,000/- (Rupees Ninety Thousand Only) ("Minimum Fee")** inclusive of applicable taxes (except GST) , duties, levies, charges, transportation ,insurance and other charges etc., for carrying out the Concurrent Audit of the Bank as per the scope of work defined in the RFP. **The bids shall be rejected in case the monthly fee quoted by the bidder is less than the Minimum Fee as above.**
- For any future requirement, order will be placed at the contracted man-day rate as mentioned in the Commercial Proposal & as per applicable terms of this RFP. Failure in accepting the order will attract terms of penalty & termination of this RFP, at discretion of NHB.

10.2 Payment Terms

Any payment will be released to the successful bidder only after submission of PBG & post-signing of SLA and NDA as per the following payment terms.

- The concurrent auditor shall be paid on a quarterly basis after deducting all applicable statutory taxes, based on invoices raised by the concurrent auditor after completion of the Audits and submission of the final reports and certificates to the Bank and subject to meeting the

deliverables detailed in RFP.

- No advance shall be paid. The payment shall be made within 60 days from the date of submission of complete invoice and subject to acceptance of services by Bank (through NEFT/RTGS).
- The GST will be borne by the bank as per actual statutory rates prevalent at the time of service been provided to the Bank.
- Any additional requirement will be invoiced based on financial terms of RFP. Bidder will invoice only after taking approval from the Bank.
- All the payments will be made by NHB electronically through RTGS/ NEFT. Hence, Bidder to submit ECS Mandate Form along with cancelled cheque with Minimum Eligibility bid.
- The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted.
- Any delay in providing support and delivery may lead to levy of penalty or cancellation of contract as per the Penalty Clause defined in RFP.
- NHB shall not be liable for any penalty for delay in payment for reasons beyond its control.

10.3 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 period services have been delivered, after deducting applicable penalty and TDS/other applicable taxes.

11. General Terms and Conditions

- 11.1** The Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures. Failure to furnish all information required in the RFP documents, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information as part of response to this RFP Document may result in rejection of the proposal.
- 11.2** All such amendments as made by NHB to the RFP shall become part and parcel of the RFP and same will be notified on NHB's website. The Bidders are required to have a watch on NHB's website for any such amendment.
- 11.3** Bidders must take into consideration each and every line of this RFP document while preparing technical and commercial proposal for the project. Bidders are requested to get any issue clarified by NHB before submitting the responses/Bids. The Bids 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.
- 11.4** NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.

- 11.5** NHB shall be under no obligation to accept the lowest or any other offer/Bid received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. NHB reserves the right to make any changes in the terms and conditions of contract. NHB will not be obliged to meet and have discussions with any Bidder, and or to consider any representations. NHB reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of NHB in this regard is final and no further correspondence in this regard will be entertained.
- 11.6** 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 without any extra cost.
- 11.7** Notwithstanding anything to the contrary contained in the contract, NHB shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if the successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
- 11.8** On faithful and satisfactory execution of assignments under the contract in all respects, the PBG of the successful Bidder will be released by NHB, if not forfeited due to any reason as provided herein, after a period of 60 days after completion/execution of all the assignments/contract.
- 11.9** Bidder must deploy manpower having requisite qualification, experience, skill-set etc. for the project/contract.
- 11.10** NHB reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of NHB, the information furnished is incomplete or the Bidder does not qualify for the contract.
- 11.11** The scope of the proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this RFP, on end-to-end solution basis.
- 11.12** The Commercial and Technical Bids will have to be signed on all pages of the Bid by the authorized signatory. Unsigned Bids would be treated as incomplete and would be rejected.
- 11.13** 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.
- 11.14** 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.

11.15 Penalty

The monthly/quarterly consolidated reports in the prescribed format should be submitted within 30 days post the completion of audited month/ quarter. Delay beyond this may cause 0.25% penalty of the Invoice amount of the per day delay with a maximum of 5% of the Invoice amount. In the event, the default in submission of monthly/quarterly reports still continues beyond the

period for which maximum penalty is prescribed, the Bank may at its discretion take appropriate action as provided in RFP including termination of the contract and the performance bank guarantee submitted may be invoked.

Penalty for absence of the personnels:

- i. In the case of absence (apart from allowed leaves) of a resource during project period, no payment may be made for the days a resource is absent (Per day payment will be calculated based on man-day rate). In addition, a penalty of Rs 1000/- per working day per resource will be levied on such absence. In the event, the default continues beyond the period of five working days, the Bank may at its discretion end take appropriate action including termination of the contract.
- ii. Penalty would be deducted from the applicable payments consolidated on quarterly basis.

In this regard, resources shall be advised to strictly adhere to the office timings of the Bank.

However, for any reasons, if it is mutually agreed between the Bank and the bidder in writing, Bank may waive the above penalties. The Bank reserves the right to terminate the services, if the assignment is not proceeding in accordance with the terms of contract by Issuing a notice for the period as mentioned in the RFP above.

11.16 Removal and/or Replacement of Personnel

- a) If, for any reason beyond the reasonable control of the Audit Firm, it becomes necessary to replace any of the Key Personnel (personnel according to NHB engaged for key assignments under the contract by the Audit Firm), the Audit Firm shall forthwith provide as a replacement a person of equivalent or better qualifications and skills. In case of a critical vacancy, the Audit Firm 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 Audit Firm shall, at NHB's written request specifying the grounds therefor, 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 Audit Firm 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 Audit Firm 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.

11.17 Acceptance of Work Order/Letter of Award

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

11.18 Definitive Agreement

The successful Bidder will sign a Service Level Agreement (SLA) substantially in the format as provided in **Annexure XVII** and the Confidentiality cum Non-Disclosure Agreement (NDA) in **Annexure XVIII** with NHB within 15 days of the letter of award (LoA) or within such extended period as may be decided by NHB. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement/s as a result of this RFP process shall be borne by successful Bidder. Copy of Board Resolution or Power of Attorney showing that the signatory has been duly authorized by the company/firm to sign the acceptance letter /work order, service level contract, and non-disclosure agreement, should be submitted. Requisite KYC documents of the successful bidder (company/firm) and the authorized signatory also should be submitted. The resultant contract shall be governed by Indian Laws.

Taxes

Only GST will be paid by NHB on actual basis as per statutory rates prevalent during the period of service provided. All other taxes as applicable will be borne by the Bidder. NHB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the Auditors.

11.19 Liquidated Damages

If the Audit Firm fails to complete the due performance of the contract in accordance with agreed specifications and conditions to the satisfaction of NHB or abandons the project/contract without completing the same as per the agreed terms, NHB reserves the right to recover damages at maximum of Bank Guarantee Value for non-performances/delayed performance by way of liquidated damages, but not as penalty. It is clarified that the liquidated damages shall be over and above the penalty, if any, imposed under Clause 11.15.

11.20 Use of Contract Documents and Information

The Bidder shall not, without NHB's prior written consent, make use of any document or information provided by NHB in Bid document or otherwise except for purposes of performing the contract.

11.21 Assignment

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

11.22 Duration of Contract

The contract will be valid for three years from the date of implementation of project and the Bank will enter into a service level agreement with successful Bidder for the said period. However, the performance under the contract will be reviewed annually at the end of each year during the period of contract by the Bank and accordingly, the contract will be renewed by issuance of fresh letter of award/work order for the subsequent year, subject to satisfactory performance review on the same payment terms/rate quoted in the commercial Bid. If the performance is not found satisfactory, the Bank reserves the right to cancel the contract.

The date of implementation of project shall be the date of acceptance of the letter of award /work order (Starting Date) or such other date as may be fixed by NHB.

The resultant contract will be interpreted under Indian Laws.

11.23 Pre-Contract Integrity Pact Clause

A "Pre-Contract Integrity Pact" would be signed between NHB and the Bidder. In case sub-contract is permitted, the Pre- Contract Integrity Pact would be required to sign between NHB, Bidder & the sub-contractor. This is a binding agreement between NHB and Bidders and/or sub-contractors. Under this Pact, the Bidders agree with NHB to carry out the assignment in a specified manner. The format of Pre-Contract Integrity Pact will be as per **Annexure - XV**. Signing of the Pre-Contract Integrity Pact does not guarantee awarding of the contract to the bidder signing the Pre-Contract Integrity Pact.

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

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 code of conduct (clearly rejecting the use of bribes and other unethical behavior compliance program for the implementation of the code of conduct.

ANNEXURES

Annexure - I

Profile of the firm/Bidder Information

Please provide following information about the firm. Attach separate sheet if required (use capital letters only): -

S. No.	Information	Particulars / Response
1.	Firm Name	
2.	Date of Incorporation/constitution	
3.	Type of Firm /partnership/LLP]	
4.	Registration No. and date of registration. Registration Certificate/constitution certificate to be enclosed	
5.	Address of Registered Office with contact numbers [phone]	
6.	PAN No	
7.	GSTIN	
8.	Contact Details of Bidder authorized to make commitments to NHB	
9.	Name	
10.	Designation	
11.	Mail ID	
12.	Firm Head Office and address Contact Person(s) Phone E-mail Website	
13.	Provide the range of services /options offered by you covering service description and different schemes available for: o Concurrent Audit	Details to be provided
14.	Any pending or past litigation (within three years) If yes please give details. Also mention the details of claims and complaints received in the last three years (About the Firm or the Services provided by the Firm).	Yes/No/Comments (if option is 'Yes') (If option is 'Yes' Bidder may Not be considered)

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15.	Net worth of the Firm of last three years. Paid up Capital: Income/Revenue: Borrowings: Net worth: PAT: (Please enclose copies of past three years audited financial statements/ annual reports or copies of provisional financial statements in the absence of audited accounts)			
16.	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(-)
		2021-22		
		2022-23		
		2023-24		

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

Authorized Signatories

(Name & Designation, seal of the firm)

Date:

Bidder/Firm Experience Details

1.	Bidder's experience in the Audit field of _____ (in years)	
	a) Experience in India	
	b) Global experience	
2.	Details of minimum three service contracts on _____ executed with Banks/FIs/AIFIs of India.	
3.	No. of qualified personnel employed	
4.	Number of operating offices in India and details of offices	
5.	Number and details of Operating Office in NCR.	

Authorized Signatories

(Name & Designation, seal of the firm)

Date:

COMPLIANCE STATEMENT DECLARATION

We hereby undertake and agree to abide by all the terms and conditions stipulated by NHB in this RFP no..... dated including all addendum, corrigendum etc. We also declare that our firm, viz..... fulfills criteria as per Clause no. 09 titled "Bid Evaluation Methodology", stipulated in the RFP. Any deviation may result in disqualification of Bids.

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

LIST OF DEVIATIONS

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

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

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

List of deviations

- 1) _____
- 2) _____
- 3) _____

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

Authorized Signatories

(Name & Designation, seal of the firm)

Date:

Minimum Eligibility Criteria

S. No	Criteria
1.	<p>The bidder should be a reputed Chartered Accountancy firm (<i>Partnership Firm/ Limited Liability Partnership Firm</i>) registered with ICAI, to be eligible for appointment as Concurrent Auditor. The firm/LLP itself should have been in existence for 10 years or more, to prove that it is a well-established firm/LLP. Format A may be filled.</p>
2.	<p>The Bidder should have its head office in Delhi-NCR. Format B to be filled along with Declaration on the letter head.</p>
3.	<p>Average annual professional income of the firm during latest available last three consecutive audited years i.e., 2021-2022, 2022-23 & 2023-24, should be minimum Rs. 5.00 Crore for non-MSE Firms and Rs. 3.00 Crores for MSE Firms. Format C to be filled along with Declaration on the letterhead and valid MSE registration certificate.</p>
4.	<ul style="list-style-type: none"> • The Bidder should have minimum 5 CAs Full time associated with the firm. • Out of above 5 CAs, 3 should be full time partners as on date of publication of RFP. • At least one full time CA partner should have an association of 10 years or more with the firm/LLP. • Out of the total full -time partners of the firm/LLP, at least 02 full time partners are stationed at Head Office of the Firm/LLP. <p>Format D to be filled along with Declaration on the letterhead.</p>
5.	<p>At least one of the full time CA partners of the Firm/LLP must possess CISA qualification from ISACA, USA or DISA qualification from ICAI. Format E to be filled.</p>
6.	<p>During last five years (i.e. between 01.04.2019 to 31.03.2024) the Bidder should have carried out Concurrent Audit of at least two SCBs/ All India FI (including audits currently being conducted), having balance sheet size of more than ₹10,000 Crores as on March 31, of respective financial year. Format F to be filled along with Annexed supporting documents.</p>
7.	<ul style="list-style-type: none"> • Neither the firm nor any of its partners should have been subjected to any disciplinary proceedings initiated by the ICAI. • The Bidder firms should not have been blacklisted/ debarred by any Government Financial Institutions /NFRA/Banks / RBI/ ICAI/ IBA / Government / Semi Government Departments/ PSUs / in India during last 5 years and Blacklisting should not be in force.

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	Format G to be filled along with Declaration on the letterhead.
8.	The Bidder should not be owned or controlled by any Director or Employee of National Housing Bank, both present and those who have retired in the last two Years, or by any of their Relatives. Further, the Bidder shall not engage any of the foregoing persons as partners, employees or contractors for any work whether connected with the "Assignment/ Job/ Engagement" nor shall they benefit directly or indirectly from the "Assignment/ Job/ Engagement" in any manner. Format H to be filled along with Declaration on the letterhead.
9.	The Bidder or its subsidiary or sister concern should not have been engaged with National Housing Bank as Statutory Auditors/Concurrent Auditors/ Tax Consultant/IndAS Consultant/GST Auditor/auditor in any other audit assignment within last three years. (as on closing date of bid). Format I to be filled along with Declaration on the letterhead.

(All the formats to be submitted on the letter head of the firm duly signed and stamped by authorised signatory)

Format A:

Name of the firm	Category (Partnership, LLP etc.)	ICAI Registration no. & date	Reference document with reference number
			1. Copy of the partnership deed/Certificate of incorporation/constitution certificate/ similar other relevant documents & copy of ICAI registration certificate along with the valid GST registration certificate & PAN should be attached as annexure - Format A (attached documents to be named as - Format A)

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Format B:

Location	Office Address	Category of office (Head office/branch office)	Name of the Partner associated with the office	Reference document with reference number
Delhi -NCR				Declaration on the letter head of the firm to be attached be attached as annexure - Format B(attached documents to be named as - Format B)
Other offices				

Format C:

Year	Professional income of the firm	Reference document
2021-22		1. Declaration on the letter head of the firm to be attached. 2. copy of audited Balance Sheet. 3. Self- attested valid MSE registration certificate. Above docs to be attached as annexure - Format C (attached documents to be named as - Format C)
2022-23		
2023-24		

Format D:

Sr no.	Name of CA	CA Membership No.	Full time association with firm (Yes/No)	Full time CA partner (Yes/No)	Date (DDMMYYYY) of association with the firm as partner.	Stationed at Head office (Delhi-NCR) Yes /No	Reference document with reference number
							1.Constitution certificate indicating the details of

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							partners. 2. Declaration/ details on the letter head of the firm. Above documents to be attached as annexure - Format-D (attached documents to be named as - Format D)
--	--	--	--	--	--	--	---

Format E:

Sr no.	Name of Full time CA Partner	CISA/DISA	Reference document with reference number
			1.Certificates of CISA/DISA qualification of full time partners. 2. Declaration/details on the letter head of the firm. Above documents to be attached as annexure - Format-E (attached documents to be named as - Format E)

Format F:

Name of the auditee entity	Category (SCB/AIFI)	Balance sheet size of auditee entity as on March 31 of the respective financial year.	Period of Concurrent Audit		Reference document
			From date (DDMMYYYY)	To date (DDMMYYYY)	
					1. Copy of Work orders/LOA in

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					<p>support of the Concurrent audit activity.</p> <p>2.Declaration/ details on the letter head of the firm.</p> <p>Above documents to be attached as annexure - Format-F (attached documents to be named as - Format F)</p>
--	--	--	--	--	---

Second and subsequent assignments to be mentioned in separate rows above.

Format G:

Has the bidder been blacklisted/ debarred by any Government Financial Institutions /Banks/ RBI/ ICAI/ IBA / Government / Semi Government Departments/ PSUs / NFRA in India during last 5 years.	Yes/No (if yes, details of the entity blacklisted/debarred and reasons thereof)
Has the bidder or any of its partners been subjected to any disciplinary proceedings initiated by the ICAI.	Yes/No (if yes, reasons thereof)

Format H:

<p>Is Bidder owned or controlled by any Director or Employee of National Housing Bank, both present and those who have retired in the last two Years, or by any of their Relatives.</p> <p>Is the Bidder engaged in any of the foregoing persons as partners, employees or contractors for any work whether connected with the "Assignment/ Job/ Engagement" or they benefit directly or indirectly from the "Assignment/ Job/ Engagement" in any manner.</p>	Yes/No
If yes, Details of so	

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Format I:

Is the bidder engaged with National Housing Bank as Statutory Auditors/Concurrent Auditors/ Tax Consultant/IndAS Consultant/GST Auditor/auditor in any other audit assignment within last three years. (as on closing date of bid).	Yes/No
If yes, Details of so	

Format J:

Name of the Bidder	Establishment date of the firm*	Reference document with referencing number
*If Name/ category of the bidder and Established firm is not same, then event chain along with supporting document must be given.		
The declaration along with supporting document to be attached as annexure - Format-J (attached documents to be named as - Format J)		

Format K:

Sr no.	Name of the Professional Staff*	Designation,	Highest Qualification	No. of year of Experience	Reference document with referencing number
					The declaration along with supporting document to be attached as annexure - Format-K (attached documents to be named as - Format K)

(*excluding typists, stenographers, computer operators, secretary/ies and subordinate staff etc., including audit and articulated clerks with knowledge in book-keeping and accountancy and engaged in accountancy and Audit)

(All the formats (A to K) to be submitted on the letter head of the firm duly signed and stamped by authorised signatory)

Technical Bid Covering Letter

Date:

To
The Deputy General Manager
National Housing Bank,
Audit Department
Head Office
Core 5-A, 4th Floor, India Habitat Centre,
Lodhi Road, New Delhi - 110003

Madam,

Technical Bid - Concurrent Audit Services

We, the undersigned, offer to provide services for the above-mentioned assignment in accordance with your RFP document [Insert RFP Number] dated [Insert Date]. We are hereby submitting our Proposal, which includes Minimum Eligibility Criteria, this Technical Proposal and a Commercial Proposal. The minimum eligibility criteria and Technical Proposal are uploaded separately, and the Commercial Proposal uploaded separately.

We also enclose masked Commercial Bid.

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

Dated at _____ / _____ day of _____ 2024

Yours faithfully,

For

Signature

Name & Designation

Address:

(Authorized Signatory of the Firm)

Technical Bid Format

Bidder response to the Technical Bid of this RFP document must be provided as detailed in clause 9. Any extra information may be provided as separate section at the end of Technical Bid document. Technical Bid should be submitted with covering letter.

1. **Details as detailed under Clause 9:**
2. **List of deviations (as per Annexure -IV)**
3. **Technical Bid Covering Letter (as per Annexure -VI)**
4. **Others as described above.**

[To be submitted along with Technical Bid]

ECS MANDATE

FORM FOR PROVIDING DETAILS OF BANK ACCOUNT FOR CREDIT OF PAYMENT FROM NATIONAL HOUSING BANK

(Please fill in the information in CAPITAL LETTERS)

1. Name of the Bidder _____

2. Address of the Bidder _____

City: _____ Pin Code: _____

E-mail id: _____

Phone /Mobile No. _____

Permanent Account Number (PAN) _____

GST Registration No. _____

TIN No. _____

3. Particulars of Bank Account

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

B. Name of the Bank: _____

C. Name of the Branch _____

D. Address of the Branch with Tel No. _____

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

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

G. MICR No. _____

H. IFSC Code of the Bank Branch: _____

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

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

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

Place:

Date:

Authorized Signatory/ies

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

Bank's Stamp:

Date:

Signature of the Authorized Official of the bank

Letter of Competence Format

[To be submitted along with Technical Bid]

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

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

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

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

Authorized Signatories

(Name & Designation, seal of the firm)

Date:

Resolution Matrix

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

Level	Name	Designation	Contact details
First Level			
Second level			
Third Level			

Authorized Signatories

(Name & Designation, seal of the firm)

Date:

Commercial Bid Covering Letter

The Deputy General Manager
National Housing Bank,
Audit Department
Head Office
Core 5-A, 4th Floor, India Habitat Centre,
Lodhi Road, New Delhi - 110003

Madam,

Commercial Bid - Concurrent Audit Services

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

Our Commercial Proposal shall be binding upon us, subject to the modifications resulting from contract discussions, up to expiration of the validity period of the Proposal i.e. _____up to _____[date].

Yours faithfully,
For

Signature

Name
Designation
Address

(Authorized Signatory of the Firm)
Date:

Commercial Bid Format

The structure of the Bidder's commercial response to this RFP must be as per following order. The Commercial Bid Response must be submitted with Commercial Bid covering letter, format of which is given above.

S. No.	Services	Price in (INR)
1.	Monthly Charges towards Concurrent Audit Services as defined in scope of work*: X (Weightage 80%)	
2.	Daily charges towards additional onsite manpower: Y (Minimum Qualification: CA with two years post qualification experience) (Weightage 10%)	
3.	Daily charges towards additional onsite manpower: Z (Article assistants/ staff qualified as CA inter, with minimum experience of auditing: 12-15 months.) (Weightage 10%)	

* Including mandatory manpower sought under Scope of work.

Price to be considered for Commercial evaluation $C = \{.8X+.1(22*Y)+.1(22*Z)\}$

Bidders are requested to note the following:

- All the details must be provided as per above format. Incomplete formats will result in rejection of the proposal.
- **Masked commercial Bids must be given with technical Bid. All the pages of commercial Bids must be sealed and signed by authorized signatory.**
- All the quoted costs must include all applicable taxes, duties, charges and other levies. And all the rates must be quoted in INR. GST shall be paid over and above the quoted price at actual rates.
- The prices in any form or by any reasons should not be disclosed in the technical or other parts of the Bid except in the commercial Bid. Failure to do so will make the Bid liable to be rejected.
- The commercials quoted in the commercial Bid are valid for six months from the date of opening of commercial Bids.
- The Commercial Bid to be signed by the Authorized Signatory of the Firm.
- Bids/price to be quoted in Indian Rupee only.
- If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

Note: Any interlineations', erasures or overwriting in any form will not be accepted in the Commercial Bid. There should be no hand-written material, corrections, or alterations in the Commercial Bid.

Authorized Signatories

(Name & Designation, seal of the firm)

Date:

Annexure XII

Declaration by the Bidder for Code of Integrity

Date

To,
Deputy General Manager
Audit Department
National Housing Bank,
India Habitat Centre, Lodhi Road,
New Delhi

Madam/Sir,

With reference to your Request for Proposal (RFP) No. _____ dated _____, I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as annexed hereto.

I/ We undertake that we shall be liable for any punitive action in case of transgression/ contravention of this code.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory and Seal)

**(Annexure to the Declaration
relating to Code of Integrity)**

Code of Integrity for Public Procurement

1. The Procuring authorities as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

(i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

(ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

(iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

(iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(v) **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and

(vi) **“Obstructive practice”**: materially impede the Procuring Entity’s investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity’s rights of audit or access to information;

2. Obligations for Proactive disclosures

i) The Procuring authorities as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

(signature and seal)

ii) The bidder must declare, whether asked or not in a bid document, any previous

transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;

iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the Procuring Entity. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

3. Punitive Provisions

Without prejudice to and in addition to the rights of the Procuring Entity to other penal provisions as per the bid documents or contract, if the Procuring Entity comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Procuring Entity may take appropriate measures including one or more of the following:

- (i) If his/its bids are under consideration in any procurement:
 - (a) Forfeiture or encashment of bid security;
 - (b) Calling off of any pre-contract negotiations; and
 - (c) Rejection and exclusion of the bidder from the procurement process.

- (ii) If a contract has already been awarded:
 - (a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
 - (b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - (c) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate.

- (iii) Provisions in addition to above:
 - (a) Removal from the list of empanelled/registered suppliers and banning/debarment of the bidder from participation in future procurements of the Procuring Entity for a period not less than one year;
 - (b) In case of anti-competitive practices, information for further processing may be filed with the Competition Commission of India;
 - (c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

(signature and seal)

CERTIFICATE

I have read the Clause 8.40 of this RFP regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that << **name of the Bidder** >> is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached.]

Authorized Signatories

(Name & Designation, seal of the firm)

Date:

EMD / BID SECURITY DECLARATION

On behalf of M/s _____ (bidder's firm name), we do hereby declare that we are accepting that if we withdraw or modify our bids during period of validity of the bid, or if we are awarded the contract and then fail to sign the contract, or fail to submit a performance security, also on other points wherever EMD/Bid Security Declaration is applicable before the deadline defined in the request for proposal (RFP) document, failure to do these may result in our suspension or we may be Blacklisted at Bank's Discretion.

Authorized Signatories

(Name & Designation, seal of the firm)

Date:

Annexure XV

RFP No. _____

Date of Issue of RFP: _____

Pre- Contract Integrity Pact

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

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

AND

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

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

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

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

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

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

will also abstain from bribing and other corrupt practices and NHB will commit to prevent corruption, in any form, by its officials by following transparent procedures.

WHEREAS the Parties are required to execute this Integrity Pact as a prequalification for the Bidder to participate in the bidding process;

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

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

1. Commitments of NHB

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

3. Commitments of Bidders

- 3.1** Compliance of the Instructions of GOI/Guidelines of CVC/Others: The Bidder undertakes that in case of its selection as the successful Bidder, it shall perform its duties under the Contract in strict compliance of the relevant and extant instructions of Government of India, GFR issued by Ministry of Finance, Guidelines of CVC and provisions of the Procurement Manual/relevant instructions of NHB, as applicable to the subject matter.

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

- (i) The Bidder shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by NHB as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier and shall not commit any offence under Prevention of Corruption Act, 1988 and Bharatiya Nyaya Sanhita 2023. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- (j) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (k) The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- (l) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly is a relative of any of the officers of NHB or alternatively, if any relative of an officer of NHB has financial interest/stake in the Bidders firm, the same shall be disclosed by the Bidder at the time of filing of tender.
The term 'relative' for this purpose would be as defined in Section 2 of the Companies Act 2013.
- (m) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of NHB.
- (n) The Bidders shall disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (o) The Bidder has not entered into any undisclosed agreement or understanding with other Bidders with respect of prices, specifications, certifications, subsidiary contracts, etc.

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

- (a) The Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of NHB, while rendering any advice or service.
- (b) The Bidder shall act/perform, at all times, in the interest of NHB and render any advice/service with highest standard of professional integrity.
- (c) The Bidder undertakes that in case of its selection as the successful Bidder, it shall provide professional, objective, and impartial advice and at all times and shall hold NHB's interests paramount, without any consideration for future work, and that in providing advice it shall avoid conflicts with other assignments and its own interests.
- (d) The Bidder declares/affirms that it has not been hired by NHB for any assignment that would be in conflict with its prior or current obligations to other employers/buyers, or that may place it in a position of being unable to carry out the assignment/contract in the best interest of NHB. Without

limitation on the generality of the foregoing, the Bidder further declares/affirms as set forth below:

- (i) **Conflict between consulting activities and procurement of goods, works or non-consulting services (i.e. services other than consulting services)** - The Bidder has not been engaged by NHB to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the Bidder. The Bidder is fully aware that it shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Further, the Bidder is also aware of the fact that in case it has been hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services) resulting from or directly related to the consulting services for such preparation or implementation.

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

- (ii) **Conflict among consulting assignments** - The Bidder understands that neither Bidder (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be hired for the assignment that, by its nature, may be in conflict with another assignment of the Bidder. *As an example, Bidders assisting NHB in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, Bidders hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.*
- (iii) **Relationship with NHB's staff** - The Bidder is aware that the contract may not be awarded to the Bidder in case it is observed that it, including its experts and other personnel, and sub-consultants, if permitted, has/have a close business or family relationship with a professional staff of NHB (or of the project implementing agency) who are directly or indirectly involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract; or (iii) the supervision of such contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to NHB throughout the selection process and the execution of the contract.
- (iv) **A Bidder shall submit only one proposal either individually or as a joint venture partner in another proposal:** If the Bidder, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a

consulting firm to participate as a sub-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

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

4. Previous Transgression

4.1 The Bidder declares that no previous transgression occurred in the last 3 (three) years reckoned backward from the date of submission of bid, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process. The transgression(s) for which cognizance was taken even before the said period of 3 (three) years, but are pending conclusion shall also be reported by the bidder to NHB. Further, the Bidder shall disclose immediately instances of transgression, if any, that may have occurred and taken cognizance of elsewhere and of which the Bidder has come to know, during the execution of the contract .

4.2 The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason.

5. Accountability

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

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

6. Personal Liability

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

7. Transparency and Competitiveness

The Bidder undertakes that in case of its selection as the successful Bidder, it shall keep in view transparency, competitiveness, economy, efficiency and equal opportunity to

all prospective tenderers/Bidders, while rendering any advice/service to NHB, in regard with matters related to selection of technology and determination of design and specifications of the subject matter, Bid eligibility criteria and Bid evaluation criteria, mode of tendering, tender notification, etc.

8. Co-operation in the Processes:

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

9. Sanctions for Violations

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(S) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit /Performance Bond/PBG (after the contract is signed) shall stand forfeited either fully or partially, as decided by NHB and NHB shall not be required to assign any reason therefor.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by NHB, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from NHB in connection with any other contract, such outstanding payment could also be utilized and appropriated by NHB to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments already made by NHB, along with interest.
- (vi) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to NHB resulting from such cancellation /rescission and NHB shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (vii) To debar the Bidder from participating in future Bidding process of NHB for a minimum period of three years which may be further extended at the discretion of NHB.

- (viii) To recover all sums paid in violation of this Integrity Pact by Bidder(S) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by NHB with the Bidder, the same shall not be opened.
 - (x) Forfeiture of Performance Bond/PBG in case of a decision by NHB to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.
- 9.2** NHB will also be entitled to take all or any the actions mentioned at para 9.1(i) to (x) of this Integrity Pact on commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence under the Bharatiya Nyaya Sanhita, 2023 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 9.3** The decision of NHB to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Integrity Pact.

10. Fall Clause:

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

11. Disqualification & Forfeiture of EMD/PBG etc

The Bidder(s) agree(s) that:

- (a) Prior to award of contract or during execution of the contract, if the Bidder (s) has/have committed any transgression/breach of this Integrity Pact, NHB is entitled to disqualify the Bidder(s) from the tendering process/terminate the contract.
- (b) If NHB disqualifies the Bidders(s) from the tendering process prior to award of contract under clause (a) above, NHB is entitled to demand and recover the damages equivalent to the EMD and in such event, the EMD shall be forfeited.
- (c) After selection of the successful Bidder and/or during execution of the contract, any breach/violation by the successful Bidder of this Integrity Pact under

clause (a) above shall entail forfeiture of performance bond/Performance Bank Guarantee (PBG).

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

12. Independent External Monitors:

- 12.1** NHB has appointed **Shri Jojneswar Sharma, email id - sharmajoj@gmail.com,** and **Shri Rajendra Srivastava- E-mail: aaremes@yahoo.com,** as independent external monitors (hereinafter referred to as "the Monitors") for this Integrity Pact in consultation with the Central Vigilance Commission.
- 12.2** The task of the Monitors shall be to review independently and objectively whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- 12.3** The Monitors shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.
- 12.4** Both the Parties accept that the Monitors have the right to access all the documents relating to the project procurement including minutes of meeting.
- 12.5** As soon as the Monitor notices or has reason to believe a violation of this Integrity Pact, he will so inform the Authority designated by NHB.
- 12.6** The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of NHB including that provided by the Bidder. The Bidder will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents (s) of the Bidder/sub-contractor with confidentiality.
- 12.7** NHB will provide to the Monitor sufficient information about all meetings among the Parties related to the project provided such meeting could have an impact on the contractual relations between the Parties. The Parties will offer to the Monitor the option to participate in such meeting.
- 12.8** The Monitor will submit a written report to the designated Authority of NHB within 8 to 10 weeks from the date of reference or intimation to him by NHB/Bidder and, should the occasion arise, submit proposals for correcting problematic situations.
- 12.9** In the event of any dispute between NHB and the Bidder, the same will be first referred to the panel of IEMs with the consent of both the parties for mediation, and the IEMs will try to resolve the dispute in a time bound manner. The fee and expenses incurred for holding meetings of IEMs for dispute resolution shall be shared equally by NHB and the Bidder. In case, the dispute remains unsolved even after mediation by the panel of IEMs, NHB may take further action as per the terms and conditions of the contract.

13. Facilitation of Investigation:

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

14. Part of the Contract:

This Integrity Pact shall form a part of the contract to be executed between NHB & the successful Bidder.

15. Law and Place of Jurisdiction:

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

16. Other Legal Action:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings. However, the Parties shall not approach the Courts of Law while representing the matters to the Monitor/s and shall await the decision of the Monitor/s in the matter.

17. Validity:

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

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

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

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

(Format of Bank Guarantee)

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

To

National Housing Bank

In consideration of the National Housing Bank (hereinafter referred to as "NHB", which expression shall, unless repugnant to the context or meaning, thereof include its successors, representatives and assignees), having awarded in favour of M/s. _____ having its registered office at _____ (hereinafter referred to as "the Concurrent auditor", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees), a contract to provide _____ on terms and conditions set out in the Request for Proposal dated _____ ("the RFP") and the Service Level Agreement dated _____ ("the SLA") (hereinafter the RFP and the SLA are together referred to as "the Contract"), and the Concurrent auditor having agreed to provide a performance bank guarantee for the faithful performance of the services as per the terms of the "Contract" including the warranty obligations /liabilities under the Contract of equivalent value amounting to _____ (Rupees _____ Only), which is ___ % of the value of the Contract, to NHB in the form of a bank guarantee,

We, _____ (Name) _____ (Address) (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees) at the request of the Concurrent auditor do hereby irrevocably guarantee for an amount of Rs. _____ (Rupees. _____) (hereinafter referred to as the "Guaranteed Amount") and undertake to pay NHB the Guaranteed Amount merely on demand, without any previous notice from NHB, without any demur or protest and without referring to any other source, any and all monies payable by the Concurrent auditor by reason of any breach by the said Concurrent auditor of any of the terms and conditions of the said Contract including non-execution of the Contract at any time till

_____ (day / month/ year). Any such demand made by NHB on the Bank shall be conclusive and binding, absolute and unequivocal not withstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority by and between the Concurrent auditor and NHB. The Bank agrees that the guarantee herein contained shall continue to be enforceable till the sum due to NHB under this bank guarantee is fully paid and claims satisfied or till NHB discharges this bank guarantee. Unless a demand for claim under this bank guarantee is made on the Bank in writing on or before _____, the Bank shall be discharged from all liabilities under this bank guarantee thereafter.

NHB shall have the fullest liberty without affecting in any way the liability of the Bank under this bank guarantee, from time to time, to extend the time of performance by the Concurrent auditor. The Bank shall not be released from its liabilities under these presents by any exercise of NHB of the liberty with reference to the matter aforesaid.

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

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

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

Notwithstanding anything contained herein:

(a) our liability under this bank guarantee shall not exceed Rs. _____ (Rupees ____ in words);

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

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

(Signature)

Designation/Staff Code No.

Bank's seal

Attorney as per power of Attorney No. ____ dated ____.

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

Service Level Agreement

THIS SERVICE LEVEL AGREEMENT (hereinafter referred to "this **Agreement**") is made on this _____ day of the month of _____, 202..., by and between,

National Housing Bank, a body corporate established under the National Housing Bank Act, 1987, having its Head Office at Core 5A, 3rd-5th floors, India Habitat Centre, Lodhi Road, New Delhi-110003 (hereinafter called "**NHB**"), which expression shall include wherever the context so permits, its successors and assigns ; AND

_____, a company registered under the Companies Act, 1956, having its registered office at _____ (hereinafter called the "**Concurrent auditor**"), which expression shall include wherever the context so permits, its successors and permitted assigns.

(Hereinafter NHB and the Concurrent auditor are collectively referred to as "the Parties" and individually as "the Party")

WHEREAS

(A) NHB intends to hire the Concurrent auditor 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 Concurrent auditor 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 Concurrent auditor;

(C) The Concurrent auditor 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 Concurrent auditor have agreed to enter into this Agreement in the manner hereinafter appearing:

NOW THEREFORE the Parties hereby agree as follows:

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Agreement have the following meanings:

- (a) "Applicable Laws" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" or "this Contract" means and shall construe this Agreement.
- (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 Concurrent auditor 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 Concurrent auditor as described/set out in Clause _____ of the RFP.
- (h) "Third Party" means any person or entity other than NHB and the Concurrent auditor.

1.2 Principles of Interpretation

In this Agreement, unless the context otherwise requires:

- a) All capitalized terms unless specifically defined in this Agreement shall have the meaning given to them in the RFP;
- b) Words and abbreviations, which have well known technical or trade/commercial meanings are used in this Agreement in accordance with such meanings;
- c) The RFP, the LoA, the Pre-Contract Integrity Pact and the NDA along with the Appendices/ Attachments hereto, shall form part and parcel of this Agreement and shall be read together for all purpose and effect.

- d) In case of any inconsistency or repugnancy between the provisions contained RFP, LoA and this Agreement, unless the context otherwise requires, the opinion of NHB shall prevail to the extent of such inconsistency or repugnancy and the same shall be binding on the Concurrent auditor.

1.3 Purpose

- 1.3.1 It is hereby agreed that the Concurrent auditor 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 Concurrent auditor 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 Concurrent auditor 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 Concurrent auditor 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

The Contract shall be on a principal-to-principal basis, and nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between NHB and the Concurrent auditor. The Concurrent auditor, subject to this Agreement, has complete charge of personnel to be engaged by the Concurrent auditor 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, email, or facsimile to such Party at the following address:

For NHB:

Attention: _____

Ph. No.: _____

Fax:

For the Concurrent auditor:

Attention: _____

Ph. No.: _____

Fax:

1.7.2 Notice will be deemed to be effective as follows:

(a) In the case of personal delivery, email or registered mail, on delivery.

(b) In the case of facsimiles, seventy-two (72) hours following confirmed transmission.

1.7.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

1.8 Location

The Services shall be performed at Delhi or at such location required/ approved by NHB.

1.9 Authority of Concurrent auditor

The Concurrent auditor hereby authorize _____ to act on their behalf in exercising the entire Concurrent auditor'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 Concurrent auditor 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 Concurrent auditor.

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 Concurrent auditor i.e. w.e.f.

2.2 Commencement of Services

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

2.3 Expiration of Contract

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

2.4 Entire Agreement

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

2.5 Modification

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

2.6 Force Majeure

2.6.1 Definition

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

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

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

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 Concurrent auditor, suspend all payments to the Concurrent auditor hereunder if NHB is not satisfied with the performance of the Concurrent auditor or if the Concurrent auditor 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 Concurrent auditor to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the Concurrent auditor 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 Concurrent auditor, (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 Concurrent auditor 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 Concurrent auditor 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 Concurrent auditor fails to comply with any final decision reached/award passed as a result of arbitration proceedings pursuant to Clause-8 hereof.
- (d) If the Concurrent auditor submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the Concurrent auditor knows to be false;
- (e) If, as a result of Force Majeure, the Concurrent auditor 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 Concurrent auditor either in the Bid Documents or in the subsequent correspondences are found to be false and/or the Concurrent auditor/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 Laws.

2.8.3 Cessation of Services

Upon termination of this Contract by notice pursuant to clauses-2.8.1 hereof, the Concurrent auditor 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 CONCURRENT AUDITOR

3.1 Standard of Performance

The Concurrent auditor 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 Concurrent auditor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to NHB, and shall at all times support and safeguard NHB's legitimate interests in any dealings with third parties.

3.2 Compliance with Laws

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

3.3 Conflict of Interest

The Concurrent auditor 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 Concurrent auditor Not to Benefit from Commissions/Discounts etc.

The payment of the Concurrent auditor by NHB shall constitute the Concurrent auditor's only payment in connection with this Contract or the Services, and the Concurrent auditor 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 Concurrent auditor shall use their best efforts to ensure that its Personnel similarly shall not receive any such additional payment.

3.5 Concurrent auditor and Affiliates not to be otherwise interested in/benefited from the Project.

The Concurrent auditor agrees that, during the term of this Contract and after its termination, the Concurrent auditor 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 Concurrent auditor 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 Concurrent auditor 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 Concurrent auditor 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 Concurrent auditor and NHB, if required.

3.8 Insurance to be taken out by the Concurrent auditor.

The Concurrent auditor 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 Concurrent auditor or their staff on the assignment

3.9 Liability of the Concurrent auditor

The Concurrent auditor 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 Concurrent auditor in such performance, subject to the following limitations:

- (a) The Concurrent auditor 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

- Concurrent auditor and its Personnel; and
- (b) The Concurrent auditor shall not be liable for any loss or damage caused by or arising out of circumstances over which the Concurrent auditor had no control.

3.10 Indemnification of NHB by the Concurrent auditor

The Concurrent auditor 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 Concurrent auditor or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Concurrent auditor or its personnel; and/or (iii) any claim made by employees who are deployed by the Concurrent auditor 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 Concurrent auditor 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 Concurrent auditor'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 Concurrent auditor'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 Concurrent auditor shall be actual and unlimited.
- (iii) Under no circumstances, NHB shall be liable to the Concurrent auditor 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 Concurrent auditor's Actions Requiring Owner's Prior Approval

The Concurrent auditor 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 Concurrent auditor can hire the services of Personnel to carry out any part of the services. The Concurrent auditor shall remain fully liable for the performance of the services by its personnel/ sub-contractors, as well as the risk management practices of the sub-contractors, pursuant to this Contract.

3.13 Reporting Obligations

The Concurrent auditor 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 Concurrent auditor to be the Property of NHB:

All software, algorithms, reports and other documents prepared/developed by the Concurrent auditor in performing the Services shall become and remain the property of NHB, and the Concurrent auditor shall, not later than upon termination or expiration of this Contract, deliver all such documents to NHB, together with a detailed inventory thereof. The Concurrent auditor 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 Concurrent auditor's Personnel

The Concurrent auditor 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 Concurrent auditor will do its utmost to ensure that the personnel identified by the Concurrent auditor to work under this Agreement completes the Term. If any such personnel resigns from his job and leaves the Concurrent auditor, the Concurrent auditor will provide NHB with another personnel of equivalent knowledge, skill and experience acceptable to NHB as his substitute.

The Concurrent auditor 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 Concurrent auditor 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 Concurrent auditor. The Concurrent auditor 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 Concurrent auditor under this Agreement. The Concurrent auditor 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 Concurrent auditor 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 Concurrent auditor.

3.16 non-compete

The Concurrent auditor 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 Concurrent auditor will inform NHB immediately about any change in its ownership or its constitution. The Concurrent auditor 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 Concurrent auditor and/or with the new owner, NHB shall have the right of termination and in that event, the payment, if any, upon termination may be made as provided in clause 2.8.4.

3.18 Monitoring

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

3.19 Rights to Access

All records (including data, books, information, logs, alerts etc.) of the Concurrent auditor relating to any matters covered by the RFP shall be made available to NHB including its authorized personnel at any time, as often as NHB deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

NHB, including its regulatory authorities like Reserve Bank of India shall have the right to verify, through their officials or such other persons as may be authorized, the progress of the project at the site of the Concurrent auditor or at the place where the services are being rendered by the Concurrent auditor.

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

3.20 Audit

The Concurrent auditor shall allow and grant NHB, its authorized personnel, its auditors (internal and external) and/or the Reserve Bank of India/ other regulatory & statutory authorities, and their authorized personnel, unrestricted right to inspect and/ or audit its books and accounts, to provide copies of any audit or review reports and findings made on the Concurrent auditor, directly related to the Services.

In case any of the Services are further outsourced/ assigned/ subcontracted to other Concurrent auditors in terms of the RFP, it will be the responsibility of the Concurrent auditor to ensure that the authorities /officials as mentioned above are allowed access to all the related places, for inspection and/ or audit.

3.21 Contingency Plans

The Concurrent auditor shall arrange and ensure proper Data Recovery Mechanism, Attrition Plan and other contingency plans to meet any unexpected obstruction to the Concurrent auditor or any employees or sub-contractors of the Concurrent auditor in rendering the Services or any part of the same under this Agreement to NHB.

3.22 Transition Requirement

In the event of failure of the Concurrent auditor to render the Services or in the event of termination of the Agreement or expiry of term or otherwise, without prejudice to any other right, NHB at its sole discretion may make alternate arrangement for getting the Services contracted with another Concurrent auditor. In such case, upon receiving notice from NHB, the Concurrent auditor shall continue to provide the Services as per the terms of the Contract until the new Concurrent auditor completely takes over the work. During the transition phase, the existing Concurrent auditor shall render all reasonable assistance to the new Concurrent auditor within such period prescribed by NHB.

4.0 OBLIGATIONS OF NHB

4.1 Support:

NHB will provide the support as required necessary by it including giving access to the relevant and limited data maintained in its system to the Concurrent auditor for carrying out the assignment under the Contract.

4.2 Consideration & Payment Terms

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

The Concurrent auditor 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 Concurrent auditor 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 Concurrent auditor 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 Concurrent auditor hereby further undertakes:

- (i) That the Concurrent auditor 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 Concurrent auditor and it complies/will comply with all such requirements.
- (ii) That the Concurrent auditor 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 Concurrent auditor 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 Concurrent auditor 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 Concurrent auditor 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 Concurrent auditor shall not do anything that will be of any conflict of interest to the Concurrent auditor 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 Concurrent auditor shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The Concurrent auditor 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 Concurrent auditor 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 Concurrent auditor in a position of being unable to carry out the assignment in the best interest of NHB.
 - (vii) That the Concurrent auditor 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 Concurrent auditor.

- (viii) The Concurrent auditor shall have suitable back-to-back arrangements/ agreements with the OEMs, in relation to the Scope of Work under this Agreement.
- (ix) NHB reserves the right to seek any information from the Concurrent auditor about the third parties engaged by the Service Provider in the supply chain.
- (x) The Concurrent auditor shall periodically provide to NHB details of all the data (relating to NHB and its customers/ constituents) captured or processed or stored or come to the knowledge of Concurrent auditor or Service Provider's employees during the course of performance of this Agreement/Contract.

7.0 SEVERABILITY:

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

8.0 SETTLEMENT OF DISPUTES

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

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

9.0 JURISDICTION AND APPLICABLE LAWS

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

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

FOR AND ON BEHALF OF NATIONAL HOUSING BANK

By _____
Authorized Representative

FOR AND ON BEHALF OF [CONCURRENT AUDITOR]

By _____
Authorized Representative

WITNESSES:

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

Annexure XVIII

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

This Confidentiality -cum-Non Disclosure Agreement is entered into at New Delhi on thisdayof _____, 202__, by and between;

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

and

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

WHEREAS the CONCURRENT auditor & 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 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees,

who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4. **Limit on Obligations:** The obligations of the Recipient/ Receiving Party specified in clause 3 above shall not apply and the Recipient/ Receiving Party shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary information :
 - a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient/ Receiving Party;
 - b) is in the Recipient's/ Receiving Party's possession at the time of disclosure otherwise than as a result of the Recipient's/ Receiving Party's breach of an obligation of confidentiality owed to the Disclosing Party;
 - c) becomes known to the Recipient/ Receiving Party through disclosure by any other source, other than the Disclosing party, having the legal right to disclose such Proprietary Information.
 - d) is independently developed by the Recipient/ Receiving Party without reference to or reliance upon the Proprietary Information; or
 - e) is required to be disclosed by the Recipient/ Receiving Party to comply with applicable laws or governmental regulation, provided that the Recipient/ Receiving Party provides prior written notice of such disclosure to the Disclosing Party and take reasonable and lawful actions for such disclosure.
5. **Return of Documents:** The Recipient/ Receiving Party shall, upon request of the Disclosing Party, in writing, return to the Disclosing party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient/ Receiving Party pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event, it is not inclined to proceed further with the engagement, business discussions and negotiations or in the event of termination of this Agreement, the Recipient/ Receiving Party will promptly return to the other party or with the consent of the other party, destroy the Proprietary Information of the other party. Provided however, the Receiving Party shall retain copies if it is required to be retained for compliance with its statutory, regulatory, internal policy or professional obligations.
6. **Communications:** Written communications requesting transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

NATIONAL HOUSING BANK

(CONCURRENT auditor)

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 Concurrent auditor 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 Concurrent auditor is required for the same. Such report/finding/document delivered/ submitted by the Concurrent auditor to NHB shall become exclusive property of NHB and as such NHB shall not be bound by any restriction from disclosure of such report/ finding/document or content thereof, being the Receiving Party.
10. This Agreement shall be governed and construed in accordance with the laws of India and shall be subjected to the Jurisdiction of courts at Delhi. It is agreed that any dispute or differences arising out of or touching this Agreement if not resolved amicably shall be referred to the arbitration as per clause _____ of the SLA executed between the parties hereto.
11. **Miscellaneous**
 - a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement/amendment in writing signed by both the parties.
 - b) This Agreement will be binding upon & enure to the benefit of the parties hereto and it includes their respective successors & assigns.
 - c) The Agreement shall be construed & and interpreted in accordance with the laws prevailing in India.

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 _____

Authorized Signatory

Name:

Designation:

Place:

Date:

For NATIONAL HOUSING BANK

Authorized Signatory

Name:

Designation:

Place:

Date:

WITNESSES:

1.

End of RFP