

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-06-2025 21:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	17-06-2025 21:30:00
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	lhc Lodhi Road New Delhi
क्रेता ईमेल/Buyer Email	buycon88.nhbn.dl@gembuyer.in
Item Category/मद केटेगरी	Hiring of Consultants - Milestone/Deliverable Based - Tax Consultant; As per RFP; No; Hybrid(As specified in scope of work)
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)	200 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	7 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
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),Additional Doc 3 (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

Bid Details/बिड विवरण	
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
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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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 :

CFO

IHC Lodhi Road New Delhi, Department of Financial Services, National Housing Bank (NHB), Ministry of Finance (Chander Mohan Singh)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and

technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.

2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.

3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.

4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.

5. 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.

6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

7. 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

Extendability of contract requirement:As per RFP

Last 3 years average business revenue from consulting:As per RFP

Number of Consultants on payroll of firms:As per RFP

Number of projects completed in India having similar scope & size of proposed project under hiring:As per RFP

Scope Of work:[1748326117.pdf](#)

Profile of Consultants:[1748326137.pdf](#)

Payment Terms:[1748326150.pdf](#)

Price Break Up Format:[1748326162.pdf](#)

Pre-qualifications Criteria:[1748326216.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	40	View File

Total Minimum Qualifying Marks for Technical Score: 40

QCBS Weightage(Technical:Financial):70:30

Presentation Venue:Will be Informed

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
04-06-2025 16:00:00	Through VC

Hiring Of Consultants - Milestone/Deliverable Based - Tax Consultant; As Per RFP; No; Hybrid(As Specified In Scope Of Work) (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Consulting Category/ Stream	Tax Consultant
Consultant's Profile	As per RFP
Proof of Concept (POC) Required	No
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
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	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Mukul	110003,India Habitat Centre, Core - 5A, 3rd 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. 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.

3. **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](#)

4. **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.

5. **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.

6. **Buyer Added Bid Specific ATC**

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

7. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

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.

10. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution

certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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---

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

RFP Reference No:- NHB/HO/ACCOUNTS/DOC/2025/00591

**Request for Proposal (RFP)-
Appointment of Tax Consultancy Firm for
Assisting and Providing Services in Tax Matters
(Both Direct and Indirect Tax)**

**Accounts Department
Head Office, National Housing Bank
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,
New Delhi - 110 003
Phone: 011-39187106, 011-39187128
E-Mail: accounts.group@nhb.org.in**

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

GLOSSARY

Abbreviation	Description
NHB	National Housing Bank
HO	Head Office, Delhi
RO	Regional Office
RRO	Regional Representative Office
PSU	Public Sector Undertaking
PSB	Public Sector Bank
EMD	Earnest Money Deposit
RFP	Request for Proposal
PBG	Performance Bank Guarantee
SLA	Service Level Agreement
GEM	Government E-Marketplace
TDS	Tax Deducted at Source
GST	Goods & Service Tax
ICDS	Income Computation and Disclosure Standards
ECB	External Commercial Borrowing
RFP	Request for Proposal
MSE	Micro & Small Enterprises

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.

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

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1. IMPORTANT BID DETAILS		
I.	Date of commencement of sale of Bidding/Tender/RFP Documents	As per GeM
II.	Last Date of Written request for Clarifications Before the Pre-bid Meeting	As per GeM
III.	Pre-Bid meeting with Bidders (Date and Time)	As per GeM
IV.	Last date and time for sale of Bidding Documents	As per GeM
V.	Last date and time for receipt of Bidding Documents	As per GeM
VI.	Date and Time of Technical Bid Opening	As per GeM
VII.	Date for presentation of the proposal	Eligible short-listed bidders will be invited for a presentation on the Technical Proposal at the discretion of the management. Date for the presentation will be communicated to the shortlisted bidders through e-mail; the Bank's decision will be final in this regard.
VIII.	Financial Proposal Opening	The Financial Proposals of only those bidders who qualify in Technical Proposal will be opened. The date for opening of the Financial Proposal would be communicated separately.
IX.	Cost of RFP	Nil (RFP is published on GeM Portal)
X.	Earnest Money Deposit (EMD) Amount	₹2,00,000/-
XI.	Place of opening of Bids	Online on GeM portal. Interested bidders may request for online VC link on accounts.group@nhb.org.in

Note: Technical Bids will be opened online on GeM portal. 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.

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2. NATIONAL HOUSING BANK

National Housing Bank (“the Bank” or “NHB”), a statutory body under the Government of India, established under National Housing Bank Act, 1987 (“the Act”).

- a. NHB has been established to achieve, inter alia, the following objectives –
 - To promote a sound, healthy, viable and cost-effective housing finance system to cater to all segments of the population and to integrate the housing finance system with the overall financial system.
 - To promote a network of dedicated housing finance institutions to adequately serve various regions and different income groups.
 - To augment resources for the sector and channelize them for housing.
 - To make housing credit more affordable.
 - To 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 (HO) of NHB is located in New Delhi and Regional Offices (ROs) presently located at Ahmedabad, Bengaluru, Bhopal, Bhubaneswar, Chandigarh, Chennai, Delhi, Guwahati, Hyderabad, Jaipur, Kolkata, Lucknow, Mumbai, Patna, Raipur, Ranchi and Thiruvananthapuram.
- c. In order to augment resources for the housing sector and channelize funds for housing, NHB extends long term funds to Primary Lending Institutions (PLIs) which are active in the housing finance sector in India. The PLIs provide finance to individual borrowers, builders, corporate houses etc. for purchase /construction, repair/upgradation of houses. NHB extends refinance in respect of loan extended by them.
- d. The main exposure of the Bank pertains to Scheduled Commercial Banks, Housing Finance Companies, Regional Rural Banks and Urban Co-operative Banks. The Bank also has a small exposure in Project Financing, Urban Infrastructure Development Fund (UIDF), etc.

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

3. OBJECTIVE:

The purpose of RFP is to appoint a tax consultancy firm for assisting and providing services in all sorts of Tax Matters (Both Direct and Indirect Tax) of NHB as a whole.

4. SCOPE OF WORK:

The selected tax consultancy firm ("the selected Bidder") will be responsible for verifying all type of taxes payable by the Bank and also finalize the tax components for all sort of financial transactions made by the Bank. They are required to provide advisory services for any tax matter referred by the Bank, hence to ensure undisputed taxation for the Bank.. The illustrative list of Scope of Work is given below:

- Vetting of Advance Tax under the Income Tax Act on quarterly basis.
- Vetting of tax Deferred Tax Asset (DTA)/ Deferred Tax Liability (DTL) computation. for quarterly/ half-yearly/ annual closing of accounts.
- Preparation/checking/scrutinizing/filing of the income tax return (including revised returns) of the Bank and any other related returns.
- Assist in direct tax & Indirect tax proceedings i.e. preparation of details required to be submitted to the tax department and appearance before the tax authorities.
- Preparation and filing of required applications with tax authorities.
- Assessment/ Re-assessment proceedings, Drafting, filing of appeals, refund claims and attending/appearing to assessments / appeals before the appellate authorities (no separate lawyer will be hired by the Bank to represent the case further no additional fees will be paid).
- Follow up with tax authorities.
- Preparing direct tax & indirect tax status report on quarterly basis.
- Furnishing information/ opinion to NHB on the various day to day tax matters and Promptly advising on queries being received from various Departments/ Regional offices, as referred by the Bank.
- Update the Bank about various amendments taking place in tax laws/ rules, regulations, circulars, directions, etc. on regular basis. Besides, guidance regarding applicability of amendments on NHB may also be updated without delay.
- Guide Bank in respect of existing rules/laws as also rules/laws to be introduced or made applicable in future in respect of Direct/Indirect Tax and assist in making policy for the same.
- Tax planning.
- Impact of Indian Accounting Standard (Ind-AS), if any, in compliance with Income tax provisions.

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

- Certificates, if any, to be issued in pursuance to the provisions of the Income Tax Act 1961.
- Calculation of tax liability of staff and verification of Tax Deducted at Source (TDS) in respect of contractors, consultants, rent, payment to NRIs and interest payments etc.
- Computation/checking of monthly TDS as per the prevailing laws applicable to the Bank.
- Verification of TDS computation with regard to payment towards salary and perquisite of every employee of NHB and verification of TDS certificate as per Form 16.
- Filing of quarterly TDS Returns including correction returns, if required and Verification of TDS certificate as per Form 16A.
- Calculation/ verification of GST liability on a monthly basis along with utilization of Input Tax Credit therein.
- Preparation of GST returns and filing thereof to the GST Department.
- Calculation/ verification of liability towards TDS under GST on a monthly basis.
- Availment of Central Value Added Tax(CENVAT) credit / Input Tax credit of various input services utilized /goods purchased by the Bank. and Invoice Management System under GST
- Preparation of TDS under GST returns and filing thereof to the GST Department.
- Invoice Management System
- Drafting, filing appeals, and appearing before the appellate authorities – including but not limited to Commissioner of Service Tax/GST (Appeals) and Custom Excise & Service Tax Appellate Tribunal, or any other Appellate Tribunal including GST for this purpose). All matters related to the appearance before appellate / Tribunal / higher authorities will be handled by the tax consultant.
- Guidance on GST Vouchers/Invoices etc. and coordinate with Bank for generation of the same.
- Advising on accounting issues, suggesting improvement in systems, procedures, and accounting records with respect to Taxation and compliance with Accounting Standards and ICDS etc.
- Opinion on the issues raised in Audit conducted by the various authorities
- Advising on issues related to international taxation. Certificates, if any, to be issued in pursuance of TDS & Double Taxation Avoidance Agreement (DTAA) in case of foreign remittance like FORM-15CB.
- Checking of tax computation of retiring employees.
- Appearing before the tax authorities in connection with show cause notices.

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

- Preparation of Statement of Financial Transactions (SFT)
- Certification of ECB returns of NHB
- State level compliance in different states where NHB operates, such as but not limited to registration with local tax authorities, preparation and filing of returns if any, applicability of local taxes in various states etc. under the current tax statute as well as GST.
- Assisting in professional tax matters like registration, computation and return filing.
- Assist in compliance to ICDS (Income computation disclosure standards).
- All other Direct & Indirect tax matters
- Meeting all Direct and Indirect tax compliance requirement of the Bank under the current tax statute as well as GST and certification on quarterly basis that all compliance requirements of Direct and Indirect taxes have been met by the Bank.
- Providing training to officers/staff of the Bank in Taxation related matters as and when required by the Bank.
- Preparing and annually updating ready reference booklet on various tax compliances applicable to NHB.
- Finalization of form 16 & form 12B or any other related forms as per the prevailing laws for all the employees & Ex-employees of the Bank.
- Tax calculation for any arrear payments to the employee/ retired employee of the Bank.
- Calculation of tax for any new perquisites/ scheme introduced for the employees of the Bank.
- For the said agreement, GST/ Service Tax shall mean any other similar law which may be in force in future. In addition to the references received for direct/ indirect taxes, any other tax law, that may be introduced/ announced by the Govt. of India in future is covered as a part of this agreement
- Any other tax references made by the Bank to the consultant.

The team of the selected Bidder is required to have necessary expertise, experience, capabilities and knowledge in the area to perform the task mentioned in the Scope of Work. The selected Bidder is expected to allocate one qualified Chartered Accountant (CA) as point of contact for handling all NHB queries. One qualified CA with expertise in tax matters must be deployed at NHB onsite for minimum 8 working days in a month. The Bank will not make any extra payment other than the annual consultancy charges quoted in the commercial section.

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However, based on the requirement, the selected Bidder will be required to depute consultant onsite at NHB office (*additional Man days Charges over and above 8 man days per month*), and the Bank would make payment as per the man-day rate (*hourly fee payable will be pro-rated based on man-day of 08 Hrs.*) based on the commercial proposal.

Note:

This RFP is not exhaustive in describing the functions, activities, responsibilities and services for which selected Bidder will be responsible. The selected 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.

5. DURATION OF CONTRACT:

The Contract will be valid for three years. The Bank will enter into a service contract with selected Bidder for 3 years, however, will place work order initially for one year, which will be renewed annually subject to satisfactory performance review.

6. INSTRUCTIONS TO BIDDERS:

6.1. GENERAL:

- All costs and expenses incurred by the Bidders in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by NHB, will be borne entirely and exclusively by the Bidder.
- No binding legal relationship will exist between any of the Bidders and NHB until execution of a contractual agreement, except the pre- contract Integrity Pact to be submitted along with the Bid. Post evaluation and finalization of the Bids and identification of the successful Bidder, the Integrity Pact will form part of the definitive agreement to be signed by the successful Bidder. For the other Bidders,

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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.

- Integrity Pact to be submitted along with the Bid. Post evaluation and finalization of the Bids and identification of the selected Bidder, the Integrity Pact will form part of the definitive agreement to be signed by the selected Bidder. For the other Bidders, the pre-contract Integrity Pact will be binding on them for any acts/omissions committed by the Bidder in violation/breach of the said pre-contract Integrity Pact in relation to the Bid submitted.
- Each Bidder acknowledges and accepts that NHB may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible Bidder(s).
- Every Bidder will, by submitting his Bid in response to this RFP document, be deemed to have accepted the terms of this RFP and the Disclaimer.
- Bidders are required to direct all communications related to this RFP, through the nominated Point of Contact persons, mentioned below:

Contact Persons:	Shri C. Gopalarengan, Manager National Housing Bank Core 5 A, 3rd Floor, India Habitat Centre, Lodhi road, New Delhi, 110003 Phone No: 8130393460 Shri Parikshit Vashistha, Deputy Manager National Housing Bank Core 5 A, 3rd Floor, India Habitat Centre, Lodhi road, New Delhi, 110003 Phone No: 7428365252 e-mail id: accounts.group@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.

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- If NHB, in its absolute discretion, deems that the originator of any query will gain an advantage by any response to such query, then NHB reserves the right to communicate such response to all Bidders.
- Queries / Clarification, if any, may be taken up with the contact person/s detailed above before the deadline for submission of Bids between 10:00 am to 6:00 pm on Monday to Friday, excluding public holidays.
- **Bidder should not have been blacklisted/debarred from participation in the Bid process by any of the Department of Financial Services/Department of Expenditure of Ministry of Finance or NHB on the date of opening of the bid and/or on the date of signing of the contract.**
- NHB will notify 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.

6.2. 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. The queries of all the Bidders, in writing, should reach by e-mail on or before 02-06-2025 on the address as 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.

6.3. SOFT COPY OF TENDER/RFP DOCUMENT:

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

6.4. NON-TRANSFERABILITY OF TENDR/RFP:

This tender/RFP document is not transferable.

6.5. 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

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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 service 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.

6.6. 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 document 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 reserves the right to scrap the tender or drop the tendering process at any stage without assigning any reason.

6.7. 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.

6.8. RIGHT TO ALTER LOCATION/QUANTITIES:

NHB reserves the right to alter the proposed location/s specified in the RFP. NHB also reserves the right to add/delete one or more location/s from the list specified in

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this RFP document, from time to time. Changes if any, will be notified on the Bank's website.

6.9. DOCUMENTS COMPRISING THE BID (Please follow the instructions, if any, separately prescribed in the Formats):

- a) Bidder's information in the format as prescribed in **Annexure I**;
- b) Bidder's Experience details in the format as prescribed in **Annexure II**;
- c) Compliance Statement Declaration in the format as prescribed in **Annexure III**;
- d) List of Deviations, if any, in the format as prescribed in **Annexure IV**;
- e) Information on Minimum Eligibility in the format as prescribed in **Annexure - IVA**

f) The Technical Proposal:

The Technical Bid should be submitted in the format as prescribed in **Annexure VII** along with the covering letter in the format as prescribed in **Annexure V**. Documents comprising the Technical Proposal should be

- 1. **Annexure V** – Technical Proposal Covering Letter
- 2. **Annexure VI** – Letter of Authorisation to Bid
- 3. **Annexure VII** – Technical Bid Format
- 4. **Annexure X** – ECS Mandate
- 5. **Annexure XI** – Letter of Competence
- 6. **Annexure XII** - Curriculum Vitae (CV) of the Key Personnel.
- 7. Copies of Certificates, Documentary Proofs etc.

g) The Commercial Proposal:

The Commercial Bid should be submitted in the format as prescribed in **Annexure IX** along with the covering letter in the format as prescribed in **Annexure VIII**.

- h) **Pre-Contract Integrity Pact** in the format in **Annexure-XIII** (*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.**

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- i) Declaration by the Bidder for Code of Integrity for Public Procurement in the format as prescribed in **Annexure XVIII**.

Note: Bids without EMD amount will be rejected summarily.

6.10. BID CURRENCY

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

6.11. EARNEST MONEY DEPOSIT (EMD):

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

The Account Details are given below:

Sl. No.	Type	Particulars
1	Beneficiary Name	National Housing Bank
2	Beneficiary Address	Core 5A, 3 rd Floor, India Habitat Centre, Lodhi Road, New Delhi 110 003
3	Beneficiary Bank Name	State Bank of India
4	Beneficiary Bank Branch Address	Pragati Vihar Delhi Branch, Ground Floor, Core-6, Scope Complex, Lodhi Road, New Delhi – 110 003
5	Type of Bank Account	Current account
6	Beneficiary Bank A/C No	52142903844
7	IFCS code of Bank branch	SBIN0020511
8	MICR	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 ECS Mandate Form as enclosed in **Annexure-X**.

- c) Any Bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

- d) **Exemption from Earnest Money Deposit :**

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I. **Micro and Small Enterprises (MSEs)** – registered with District Industries Centres or Khadi and Village Industries commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by the Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, and further amendments for goods produced and service rendered –shall be issued Tender Documents free of cost and shall be exempted from paying Earnest Money Deposit (EMD).

Document Required for Availing Exemption of EMD Amount for NSIC/ MSEs

a. MSMEs, which are specified by the Ministry of Micro, Small and Medium Enterprises under MSMED Act 2006 and Public Procurement Policy, 2012 as Manufacturing/Service Enterprises should have registered with NSIC under its Single Point Registration Scheme (SPRS).

b. The certificate with monetary limit indicated should be valid on the scheduled date/Extended date of submission of tender. Certificates without monetary limit will not be considered.

c. The items of Product/Services mentioned under NSIC certificate should be the same or similar to the tendered items (Schedule of items of Tendered).

d. The monetary limit stipulated in the certificate of MSMEs/NSIC should be equal or more than the value of work in hand awarded under MSME benefits during the financial year plus estimated cost of this tender for availing EMD exemptions.

If monetary limit is less than the value of work in hand awarded under MSME/NSIC benefits during the financial year plus estimated cost of this tender, they should obtain “Competency Certificate” from NSIC for participating in this tender as well as to avail MSME benefits.

II. Special Provisions for Startups

NHB is governed by Public Procurement Policy for Startups as circulated by The Ministry of finance, GoI. These provisions shall be applicable to Startups registered with Department of Industrial Policy and Promotion (DIPP) now renamed as Department for Promotion of Industry and Internal Trade (DPIIT) subject to meeting of quality & technical making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017) then such criteria will be not applicable.)

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Further, such Startups would also be entitled for tender sets free of cost and exemption from payment of earnest money deposit. In case of any issue on the subject matter, the Startups may approach the tender inviting authority to resolve their grievances.

Document Required for Availing Exemption of EMD Amount for Startups:

Bidders desirous of availing preference under above provisions should submit a copy of proof of Registration as Startups

- e) Any request for exemption of EMD other than from Startups or MSEs will not be entertained.
- f) 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.
- g) Save as otherwise provided herein or in the definitive agreement, the EMD amount of the selected Bidder will be refunded after execution of SLA and submission of PBG for value amounting to 5% of total contract value as per terms of the RFP.
- h) 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 selected Bidder, if the Bidder fails to Sign the contract; and
 - In case of any breach of the pre-contract Integrity Pact.

6.12. PERFORMANCE BANK GUARANTEE (PBG)

The successful Bidder will be required to provide performance bank guarantee (PBG) of 5% of the total cost of contract value, in the form of bank guarantee from a scheduled commercial bank in the format as substantially prescribed in Annexure-XIX. The PBG should be valid till at least 06 months beyond the expiry of contract period 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 Consultant/Bidder results into imposition of Liquidated Damages/penalty, then

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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 selected Bidder.

6.13. PERIOD OF VALIDITY OF BIDS:

- i. Prices and other terms offered by Bidders must be valid for a period of six months from the date of submission of commercial Bid for acceptance by NHB.
- ii. The selected Bidder shall be required to enter into a Service level Agreement (SLA) with the Bank, within 7 days of the award of the tender or within such extended period as may be specified by the Bank.
- iii. In exceptional circumstances NHB may solicit the Bidders' consent for extension of the period of validity of Bid. Any such request and response thereto shall be made in writing. The Bid security/EMD provided shall also be extended.

6.14. 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**”
- Commercial bid is to be submitted along with duly filled annexures as mentioned in Clause 6.9 of the RFP.

6.15. DEADLINE FOR SUBMISSION OF BIDS:

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

6.16. OPENING OF BIDS BY NHB:

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On the scheduled date and time, Commercial Bids will be opened online thorough GeM portal.

6.17. CLARIFICATION OF BIDS:

During evaluation of Bids, NHB, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification shall be given via GeM Portal asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his bid will be liable to be rejected. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained.

6.18. 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.

6.19. 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.

6.20. 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.

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6.21. PRICE COMPOSITION & VARIATION:

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

6.22. TIMELY AVAILABILITY OF SUPPORT SERVICES:

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

6.23. MANUALS / DRAWINGS:

The selected 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.

6.24. 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 selected Bidder.

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- 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.

6.25. 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.

6.26. TERMS AND CONDITIONS OF THE BIDDING FIRMS:

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

6.27. 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.

6.28. CONTACTING NHB, CANVASSING, LOBBYING 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 canvassing/lobbying/influence Bid evaluation process or contract award decision may result in the rejection of the Bid.

6.29. 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.

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6.30. BANNED OR DELISTED BIDDER:

Bidders have to give a declaration (*a self-declaration by the Bidder on Bidder's letter head*) 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 nonresponsive. This declaration will be submitted along with the Technical Bid .

6.31. COMPLIANCE WITH LAWS:

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

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6.32. INTELLECTUAL PROPERTY RIGHTS:

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

- (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 under the Scope of Work shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
- (c) In the event that the deliverables become the subject of a claim of violation or infringement of a third party's intellectual property rights, the Bidder shall, at its choice and expense: (a) procure for NHB the right to continue to use such deliverables; (b) replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or (c) if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse NHB for any amounts paid to the Bidder for such deliverables, along with the replacement costs incurred by NHB for procuring an equivalent equipment in addition to the penalties levied by NHB . However, NHB shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the Bidder shall be responsible for payment of penalties in case service levels are not met because of inability of NHB to use the proposed solution.
- (d) The Bidder acknowledges that business logics, work flows, delegation and decision making processes of NHB are of business sensitive nature and hence shall not be referred to other clients, agents or distributors of the software. The project shall be deemed as incomplete in case the desired objectives of the project as mentioned in the scope of the project are not met and in case the system is unable to facilitate the processes duly supported by various requirements as envisaged in the RFP document.

6.33. FALSE/ INCOMPLETE STATEMENT:

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

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- 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.

6.34. 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 XVI**. If such certificate given by the selected 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:

- a) "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.
- b) "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

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- 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.
- c) 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.

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

6.35. PURCHASE PREFERENCE

- a) NHB reserves its right to allow Micro and Small Enterprises (MSEs) and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) or Women entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy/ Guidelines. Purchase preference to a MSE and a MSE owned by SC/ST/Women entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to L1 Bidder at the time of evaluation of the price bid.
- b) NHB reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives relating to Make in India, Start-ups etc.

7. BIDS (TECHNICAL & COMMERCIAL) AND BID EVALUATION METHODOLOGY:

7.1 MINIMUM ELIGIBILITY CRITERIA

1. Proposals not complying with the 'Minimum Eligibility criteria' are liable to be rejected and will not be considered for further evaluation.
2. The proposal should adhere to the following minimum eligibility criteria.

S.N	Criteria	Documents to be submitted
a)	Should be a Chartered Accountant firm, inter alia, engaged in providing services under direct and indirect tax laws.	Registration certificate from ICAI
b)	Minimum 7 years' experience (<i>5 years for Startups & MSE bidders</i>) in taxation field	As per Annexure-II of RFP and latest Constitution Certificate of Firm with ICAI
c)	Head office of the Bidder in Delhi/ NCR "Or" A Branch office of the firm in Delhi/ NCR with at least 2 partners stationed in Delhi/ NCR, and Head Office at any place in India	Certificate of Incorporation/ Registration Certificate of MCA. Copy of GST Registration Certificate.
d)	The Bidder should have 4 full-time qualified CAs as partners	As per Annexure -XII of RFP.

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	<i>*Above partners must be associated with the bidder for a period not less than one year as on 31.03.2025</i>	
e)	The Bidder should have minimum 5 full-time qualified CAs as Employees out of which at least 2 (Two) should be having at least 5 years' experience in the field of taxation <i>*Above employees must be associated with the bidder for a period not less than one year as on 31.03.2025</i>	Bidder will provide a list of its Employee which include, CA Passing Month, Membership No., Date of Membership, Date of Joining Firm, Designation, No of Year of Experience (Total)
f)	The Bidder should have average turnover/receipts of INR 2 crores (<i>INR 1 crores for Startups & MSE bidders</i>) in last three financial years (2021-22, 2022-23, 2023-24) from Audit & Advisory/ Consultancy services	Signed copy of 3CB/CD report of Firm/LLP
g)	The Bidder should have served as Tax consultant or Statutory Central Auditor for SCBs/Govt. FIs/AIFIs/PSUs and other Government Organizations in India during last 10 years.	Copy of Work Order. Confidential Clauses can be masked by the Bidder.
h)	The Bidder's Firm should not be owned or controlled by any Director or Employee of NHB and its subsidiaries/associate institutions.	A self-declaration by the bidder on Bidder's letter head

3. Conflict of Interest

- a) The selected Bidder shall not receive any remuneration in connection with the assignment except as provided in the contract.
- b) The selected Bidder and its affiliates shall not engage in consulting activities that conflict with the interest of the client under the contract. The selected Bidder should provide professional, objective, and impartial advice and at all times hold the bank's interest's paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. It is clarified that the bidder shall not undertake any assignment that would conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the bank.
- c) Without limitation on the generality of the fore-goings, the selected bidder and any of their affiliates and member firms, shall be considered to have conflict of

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interest and shall not be engaged under any of the circumstances set forth below:

- i. Conflict among consulting assignments: selected Bidder (including their personnel) or any of their affiliates and members shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the selected Bidder to be executed for the same or /and any other employer.
- ii. Relationship with the staff: selected Bidder (including their personnel) that have a business or family relationship with a member of NHB's staff who are directly or indirectly involved in any part of (a) the preparation of the RFP or the contract or terms of reference or assignment, (b) the selection process for such assignment / contract, or (c) supervision of such contract; may not be awarded a contract, unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of selected Bidder's work because of resolution of conflict stemming from such relationship in a fair and reasonable manner throughout selection process and execution of the contract.
- d) The bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of the bank, or that may reasonably be perceived as having this effect. The bidders will disclose in their tender details of any circumstances, including personal, financial and business activity that will, or might, give rise to a conflict of interest if they are awarded contract pursuant to RFP.
- e) If Bidder identifies any potential conflict, at any stage of their engagement, they should forthwith inform the Bank and state how they intend/plan to avoid such conflicts.
- f) NHB reserves the right to reject any tender which, in NHB's opinion, gives rise, or could potentially give rise to, a conflict of interest.

7.2 EVALUATION OF TECHNICAL BID:

- a. Criteria and Marks system for the evaluation of the Technical Bids are as under:

Sl. No.	Descriptions	Marks	Max. Marks	Document Required
1	No. of years of experience of the Bidder		10	As per Annexure-II of RFP and latest Constitution Certificate of Firm with ICAI
	7 Years	2		
	Above 7 Years and upto 10 Years	5		
	Above 10 Years and upto 15 Years	7		
	Above 15 Years	10		

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	No. of years of experience of the Bidder (For Startups & MSE bidders)		
	5 Years	2	
	Above 5 Years and upto 8 Years	5	
	Above 8 Years and upto 12 Years	7	
	Above 12 Years	10	
2	The Bidder should have 4 full time qualified CAs as partners <i>*Above partners must be associated with the bidder for a period not less than one year as on 31.03.2025</i>	5	As per Annexure -XII of RFP.
	No. of partners = 4	2	
	No. of partners > 4 and <=6	3	
	No. of partners >6 and <=10	4	
	No. of partners >10	5	
3	The Bidder should have minimum 5 full time qualified CAs as Employees out of which at least 2(Two) should be having at least 5 years' experience in the field of taxation <i>*Above employees must be associated with the bidder for a period not less than one year as on 31.03.2025</i>	5	Bidder will provide a list of its Employee which include, CA Passing Month, Membership No., Date of Membership, Date of Joining Firm, Designation, No of Year of Experience (Total)
	2 CAs having 5 years' experience	3	
	2 CAs having 7 years' experience	4	
	2 CAs having 10 years' experience	5	
4	The Bidder should have average turnover/receipts of INR 2 crores in last three financial years (2021-22, 2022-23, 2023-24) from Audit & Advisory/ Consultancy services	10	Signed copy of 3CB/CD report of Firm/LLP
	₹2 Crore	5	
	Above ₹2 Crore and upto ₹5 Crore	7	
	Above ₹5 Crore	10	
	The Bidder should have average turnover/receipts of INR 1 crores in last three financial years (2021-22, 2022-23, 2023-24) from Audit & Advisory/ Consultancy services (For Startups &MSE bidders)		
	₹1 Crore	5	
	Above ₹1 Crore and upto ₹3 Crore	7	
	Above ₹3 crore	10	
5	The Bidder should have served as Tax consultant or Statutory Central Auditor for SCBs/Govt. FIs/PSUs and other Government Organizations in India during last 10 years	10	Copy of Work Order. Confidential Clauses can be masked by the Bidder.
	Upto 2 SCBs/Govt. FIs/PSUs	5	
	Above 2 and upto 5 SCBs/Govt. FIs/PSUs	7	
	Above 5 SCBs/Govt. FIs/PSUs	10	
6	Number of Clients (turnover of ₹250 crore and above) Served as tax consultant in last 5 years	10	Copy of Work Order and Extract of the Profit & Loss Account where turnover of
	More than 2 and upto 5	5	

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	<i>More than 5 and upto 10</i>	7		Client indicated with duly signed and stamped of Client on such extract.
	<i>Above 10</i>	10		
7	Satisfactory Services Certificate from clients mentioned at Sl.No. 5 mentioned above		10	Certificate from the Client on their Letter Head.
	<i>More than 2 and upto 5</i>	5		
	<i>More than 5 and upto 10</i>	7		
	<i>Above 10</i>	10		
8	Experience in handling ITAT Cases in last 10 Financial Year (01.04.2015 to 31.03.2025)		10	Copy of first and last page of ITAT Order with Certificate on Letter head of Bidding Firm to the same. [Each Assessment Year order will counted as one; Announcement Date of Order will be considered.]
	<i>More than 5 and upto 10</i>	5		
	<i>More than 10 and upto 15</i>	7		
	<i>Above 15</i>	10		
9	Presentation of Proposed Solution & Deployment of team		30	-
	TOTAL MARKS		100	

- b. The minimum qualification marks for the Technical Bid is 40 out of 70 Marks (excluding presentation component), bidders scoring less than 40 marks will not be invited for presentation;
- c. A presentation before the Technical Evaluation Committee of the Bank is to be made by eligible, shortlisted firm/LLP on the understanding of the key challenges before the Bank, proposed Methodology and Approach to be adopted, time frame for implementation of activities in the Bank and proposed team. The technical capabilities and competence of the firm should be clearly reflected in the presentation. The date and time of the presentations will be notified by the Bank; no changes in the schedule will be entertained thereafter.
- d. The Bidders have to provide documentary proof in support technical evaluation parameter.
- e. During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted.
- f. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the Bidders to this document and the Bank will not entertain any correspondence in this regard.
- g. The evaluation of the Commercial Bids would be as follows:

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- The Highest Technical Marks 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 Bid.
- The Technical Score computing methodology is as follows:

Marks for Technical evaluation + Marks of Presentation = Total Marks for Technical Bid (T)

Technical Score of Bid under Consideration	= $\frac{100 \times \text{Total Marks for Technical Bid (T)}}{\text{Highest Technical Marks among the firms (T High)}}$
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7.3 EVALUATION OF FINANCIAL / COMMERCIAL BIDS:

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

Financial Score of Bid under Consideration	= $\frac{100 \times \text{Lowest Cost Among the (Z Low)}}{\text{Cost under consideration (Z)}}$
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- The Price / Bid amounts shall be arrived at as detailed out in **Annexure-IX - Commercial Bid Format**.

7.4 TECHNO COMMERCIAL EVALUATION CRITERIA OF BIDS:

This will be a techno commercial evaluation and accordingly the Technical evaluation will have 70% weightage and Commercial evaluation shall have 30% weightage. These weightages shall be taken into consideration for arriving at the Successful firm. The evaluation methodologies vis-a-vis the weightages are as under:

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The fee to be considered for commercial evaluation quote provided by the Bidder (Cost “Z” mentioned in **Annexure-IX**.

Final score will be calculated for all technically qualified firms using the following formula:

$$FS = (T / T \text{ High} \times 70\%) + (Z \text{ Low} / Z \times 30\%)$$

Or

$$\text{Final Score (FS)} = \text{Technical Score} \times 70\% + \text{Financial Score} \times 30\%$$

- 1.2. Bank reserves the right to negotiate the price with the finally short listed bidder before awarding the contract. It may be noted that Bank will not entertain any price negotiations with any other bidder, till the Least Price bidder declines to accept the offer.
- 1.3. In the case of tie between two or more bidders a fresh commercial bid will be called upon from these bidders for evaluation and selection of the Consulting Agency.

8. COMMERCIAL TERMS AND CONDITIONS:

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

8.1. PRICE:

- a) The Price quoted by the Bidder should include all type of costs such as out of pocket expenses, travel, accommodation, charges levied and insurance etc.
- b) The price should be **inclusive** of all taxes.
- c) The price should be valid and firm for full contract period.
- d) The price should be quoted in Indian Rupees.
- e) The price quoted by the Bidder shall remain firm during the Bidder's performance of the contract i.e., for full contract period which may be extended, if required, by NHB.
- f) Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- g) For any future requirement, order will be placed at the contracted man-day rate as mentioned in the Commercial Proposal & as per applicable terms of this RFP. Failure in accepting the order will attract terms of penalty & termination of this RFP, at discretion of NHB.

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8.2. PAYMENT TERMS:

In consideration of the services performed by the selected Bidder, NHB shall make to the selected Bidder such payments as under post-signing of SLA:

- (i) The Bank will release payment after deduction of applicable taxes at source.
- (ii) Fees shall be paid on monthly basis based on invoices raised by the selected Bidder.
- (iii) **Payment in case of Termination:** 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.

9. GENERAL TERMS AND CONDITIONS:

- 9.1 The Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP document 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.
- 9.2 All such amendments made by NHB to the RFP document shall become part and parcel of the RFP document and same will be notified on NHB's website. The Bidders are required to have a watch on NHB's website for any such amendment.
- 9.3 Bidders must take into consideration each and every line of this 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 selected Bidder to deliver each and everything as per the scope of the work during the contracted period. NHB will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right perspective.
- 9.4 NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.

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- 9.5 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. 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.
- 9.6 Although service window has been defined as 10.00am to 6.00pm, the selected Bidder must provide services beyond the above time in case of urgent requirement of NHB without any extra cost.
- 9.7 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.
- 9.8 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 90 days after completion/execution of the assignments/contract.
- 9.9 Bidder must deploy manpower having requisite qualification, experience, skill-set etc. for the project/contact.
- 9.10 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.
- 9.11 The scope of the proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this RFP document, on end-to-end solution basis.

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- 9.12 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.
- 9.13 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.
- 9.14 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.
- 9.15 Penalty:
In case there is penalty/ late payment charges/interest imposed on the Bank or any other pecuniary loss incurred on account of negligence/lapse/error within the scope of work as prescribed in Para 4 of this RFP, the Bank will recover the amount equivalent to the penalty/ interest/ charges imposed on or loss incurred by the Bank from the Service Provider. Once the maximum is reached, NHB may consider cancellation of the order and the performance bank guarantee submitted may be invoked.
- 9.16 Removal and/or Replacement of Personnel
- a) If, for any reason beyond the reasonable control of the selected Bidder, it becomes necessary to replace any of the Key Personnel (personnel according to NHB engaged for key assignments under the contract by the selected Bidder), the selected Bidder shall forthwith provide as a replacement a person of equivalent or better qualifications and skills. In case of a critical vacancy, the selected Bidder 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 selected Bidder shall, at NHB's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to NHB.

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- 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 selected Bidder 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 selected Bidder shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

9.17 ACCEPTANCE OF WORK ORDER/LETTER OF AWARD:

NHB will notify the selected Bidder in writing by issuing a letter of award/work order in duplicate. The selected 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.

9.18 DEFINITIVE AGREEMENT:

The selected Bidder will sign Service Level Agreement (SLA) substantially in the format as provided in **Annexure-XIV** and the Confidentiality cum Non-Disclosure Agreement (NDA) in **Annexure-XV** with NHB within 30 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 selected Bidder. Copy of Board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and non-disclosure agreement, should be submitted.

9.19 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 selected Bidder.

9.20 LIQUIDATED DAMAGES

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

If the selected Bidder fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the final contract negotiations or abandons the project/contract without completing the same as per the agreed terms,, NHB reserves the right to recover damages maximum of Bank Guarantee Value for non-performances/delayed performance as and by way of liquidated damages from the applicable payments consolidated on quarterly basis. It is clarified that the liquidated damages shall be over and above the penalty, if any.

9.21 USE OF CONTRACT DOCUMENTS AND INFORMATION:

The selected 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.

9.22 ASSIGNMENT:

The selected Bidder shall not enter into a sub-contract or permit anyone other than the Consultant's personnel for the performance of any part of the work, services or other performance required of the Consultant under this Agreement, without the prior approval of NHB in writing.

9.23 CODE OF INTEGRITY FOR PUBLIC PROCUREMENT:

The bidders should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. The format of the declaration and the Code of Integrity for Public Procurement are enclosed as **Annexure- XVIII**-. In case of any transgression of this code, the bidder is not only liable to be removed from the list of empanelment, but it/he would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

9.24 PRE-CONTRACT INTEGRITY PACT CLAUSE

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

In this regard, NHB has appointed Shri Rajendra Mohan Srivastava & Sh. Jojneswar Sharma as independent external monitors for the Integrity Pact in consultation with the Central Vigilance Commission.

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

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;
- (iii) Liability for damages to the principal and the competing Bidders; and
- (iv) Debarment of the violator by NHB for an appropriate period of time.

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

9.25 DEBARMENT/BLACKLISTING:

Bidder(s) will be debarred/blacklisted, if the bidder breaches the Code of Integrity for Public Procurement. Bidder can also be debarred for any other actions or omissions by the bidder, which in the opinion of NHB, warrants debarment, for the reasons like breach of the provisions of PreContract Integrity Pact, supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide the declarations etc.

Annexures

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

Annexure - I

BIDDER INFORMATION

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

S. No.	Information	Particulars / Response		
1.	Partnership Firm/LLP Name			
2.	Date of Incorporation			
	Type of Firm [Partnership Firm / LLP]			
4.	Registration No. and date of registration.	Registration Certificate to be enclosed		
5.	Address of Registered Office with contact numbers [phone / fax]			
6.	PAN No.			
7.	GSTIN			
8.	No. of Offices (GSTIN Certificate/s is to be enclosed)	City	Address	GSTIN
9.	No. of partners	Name	Membership No	
10.	Contact Details of Bidder authorized to make commitments to NHB			
11.	Name			
12.	Designation			
13.	FAX No			
14.	Mail ID			
15.	Company Head Office and Addresses Contact Person(s) Phone Fax E-mail Website			

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16.	Provide whether bidder has provided services with focus on scope as defined in this RFP	Yes / No / Comments (if option is 'No')		
17.	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 LLP / Services provided by the Firm or LLP).	Yes/No/Comments (if option is 'Yes') (If option is 'Yes' Bidder may Not be considered)		
18.	Please mention turnover and Net Profit/Loss for last three years and include the copies of Balance Sheet in support of it.	Year	Turnover	Net Profit/Loss(-)

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

Authorized Signatories

(Name & Designation, Stamp of the Firm/LLP)

Date:

Place:

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

Annexure - II

BIDDER EXPERIENCE DETAILS

1.	Bidder's experience providing Consultancy in the field of Audit and Advisory Services (tax matters):			
	a) <i>Experience in India</i>			
	b) <i>Global experience</i>			
2.	Total number of service contracts executed providing consultancy in the field of Audit and Advisory Services (tax matters) or experience as Statutory Central Auditor (SCA) as on 31.03.2025			
3.	Whether the consultant has implemented the GST in any organization? If yes, please provide the details like organization name and period of implementation along with the certification from the implementation organization to that effect.			
4.	Details of minimum three recently service contracts on providing consultancy in the field of Audit and Advisory Services (tax matters):	Name of the Organization & Contact information	Active/Expired	Contract Period (From To Date)
	Contract 1			
	Contract 2			
	Contract 3			
5.	Service Parameters			

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

6.	No. of qualified CA personnel employed	
7.	Number of operating offices in India	
8.	Details of Reference client's Sites	
	<i>Reference site 1</i>	
	<i>Reference site 2</i>	
9.	Address of Operating Office in Delhi-NCR	

Authorized Signatories

(Name & Designation, Stamp of the Firm/LLP)

Date:

Place:

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

Annexure - III

COMPLIANCE STATEMENT DECLARATION

We hereby undertake and agree to abide by all the terms and conditions stipulated by NHB in this RFP document including all addendum, corrigendum etc. Any deviation may result in disqualification of Bids.

Authorized Signatories

(Name & Designation, Stamp of the Firm/LLP)

Date:

Place:

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

Annexure - IV

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, Stamp of the Firm/LLP)

Date:

Place:

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

Annexure-IVA

MINIMUM ELIGIBILITY CRITERIA

Following format has to be filled by the Bidder and has to be submitted in a separate envelope (**Envelope-1**) along with softcopy and relevant documentary proof:

S.No	Criteria	Documents being submitted
a)	Should be a Chartered Accountant firm, inter alia, engaged in providing services under direct and indirect tax laws.	
b)	Minimum 7 years' experience (<i>5 years for Startups & MSE bidders</i>) in taxation field	
c)	Head office of the Bidder in Delhi/ NCR "Or" A Branch office of the firm in Delhi/ NCR with at least 2 partners stationed in Delhi/ NCR, and Head Office at any place in India	
d)	The Bidder should have 4 full-time qualified CAs as partners <i>*Above partners must be associated with the bidder for a period not less than one year as on 31.03.2025</i>	
e)	The Bidder should have minimum 5 full-time qualified CAs as Employees out of which at least 2 (Two) should be having at least 5 years' experience in the field of taxation <i>*Above employees must be associated with the bidder for a period not less than one year as on 31.03.2025</i>	
f)	The Bidder should have average turnover/receipts of INR 2 crores (<i>INR 1 crores for Startups & MSE bidders</i>) in last three financial years (2021-22, 2022-23, 2023-24) from Audit & Advisory/ Consultancy services	
g)	The Bidder should have served as Tax consultant or Statutory Central Auditor for SCBs/Govt. FIs/AIFIs/PSUs and other Government Organizations in India during last 10 years.	
h)	The Bidder's Firm should not be owned or controlled by any Director or Employee of NHB and its subsidiaries/associate institutions.	

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

Annexure - V

TECHNICAL PROPOSAL COVERING LETTER

Date:

To The _____

National Housing Bank,

Accounts Department

Head Office Core 5-A,

5th Floor, India Habitat Centre, Lodhi Road,

New Delhi – 110003.

Dear Sir,

Technical Bid - Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your RFP Document No. **[Insert RFP Number]** dated **[Insert Date]**. We are hereby submitting our Proposal, which includes Minimum Eligibility Criteria, this Technical Proposal and a Commercial Proposal.

2. We confirm that we have not made any changes in the offer documents, except for filling in appropriate columns.

3. We confirm that our firm/LLP has not been black listed/ debarred by any Government Financial Institutions/Banks/ RBI/ ICAI/ Government/ Semi- Government departments/ PSUs in India.

4. We confirm that our firm/LLP do not have any pecuniary liabilities nor any judicial proceedings or any restraint restricting us in fulfilling the consultancy services.

5. We also enclose masked Commercial Bid.

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

Dated at _____ / _____ day of _____ 2025

Yours faithfully,

For [Name of the Firm/LLP]

Signature

Name:

Address:

(Authorised Signatory)

Stamp of the Firm/LLP

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

Annexure - VI

LETTER OF AUTHORISATION TO BID

Date:

To The _____

National Housing Bank,
Accounts Department
Head Office Core 5-A,
5th Floor, India Habitat Centre, Lodhi Road,
New Delhi – 110003.

Dear Sir,

RFP Reference No.....

This has reference to the your above RPF for Appointment of “Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)”.

Mr./Mrs. _____ is hereby authorized to sign the Bid documents and the contract on behalf of our organization for the given scope of work vide the Bank’s Request for Proposal. He/ She is also authorized to take decision on behalf of the organization till the RFP process is complete.

Certified Photocopy of power of Attorney (PoA) for the person authorizing such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by our firm against this RFP.

The specimen signature is attested below:

Specimen signature of the Representative:

Attestation by the Authorizing Authority:

Name of the Authorizing Authority (Certified Xerox copy of POA of authorized Signatory/authority is to be submitted)

Note: 1) This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its proposal.

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

Annexure - VII

TECHNICAL BID FORMAT

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

Table of Contents (list of Documents enclosed)

1. Annexure I - Bidder's information
2. Annexure II - Bidder's Experience details
3. Annexure III - Compliance Statement Declaration
4. Annexure IV - List of Deviations
5. Annexure V - Technical Proposal Covering Letter
6. Annexure VI - Letter of Authorization to Bid
7. Annexure X - ECS mandate
8. Annexure XI - Letter of Competence Format
9. Annexure XII - Curriculum Vitae (CV) of the Key Personnel.
10. Copies of Certificates, Documentary Proofs etc.
11. Annexure XVII- EMD/Bid security Declaration

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

Annexure - VIII

COMMERCIAL PROPOSAL COVERING LETTER

Date:

To The _____

National Housing Bank,

Accounts Department

Head Office Core 5-A,

5th Floor, India Habitat Centre, Lodhi Road,

New Delhi – 110003.

Dear Sir,

Commercial Bid - Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your Request for Proposal (RFP) No. **[Insert RFP Number]** dated **[Insert Date]**, and our Proposals (Technical and Commercial Proposals). The Total fee is exclusive of GST and inclusive of all other cost such as out of pocket expenses, travel, accommodation, levies charges and insurance etc. 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].

Dated at _____ / _____ day of _____ 2025

Yours faithfully,

For [Name of the Firm/LLP]

Signature

Name:

Address:

(Authorised Signatory)

Stamp of the Firm/LLP

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

Annexure - IX

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 specified in Annexure VIII format of Commercial Bid is as under:

Sl. No.	Scope of work	Indicator	Weightage	Fee (₹)
1.	Annual Consultancy Fee	X	90%	
2.	Additional Man days Charges over and above the 8-man days per month for onsite support	Y	10%	
3.	Total Fee /Cost	Z	100%	90% (X) + 10% (Y)
4.	Total Consultancy Fee for 3 Years	Z*3		

The value mentioned at S no. 4 in the above table (Z*3) will be considered for commercial evaluation.

In the event of hire of man work on hourly basis as decided by the Bank, the hourly fee payable will be pro-rated based on man-day of 08 Hrs.

**Yours faithfully,
For [Name of the Firm/LLP]**

**Signature
Name:**

**Address:
(Authorized Signatory)
Stamp of the Firm/LLP**

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

Annexure - X

ECS MANDATE FROM

**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: _____
3. E-mail id	_____
4. Phone and Mobile No.	_____
5. PAN	_____
6. GST Registration No.	_____
7. Particulars of Bank Account:	
a) Name of Account holder same as in the Bank	_____
b) Name of the Bank	_____
c) Name of Branch	_____
d) Address of Branch with Tel. No.	_____
e) Account No. (Appearing in Cheque Book	_____
f) Account Type (SB, Current etc.)	_____
g) MICR No.	_____
h) IFS 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.

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

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

Stamp of the Firm/LLP

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

Bank's Stamp:

Date:

Signature of the Authorised Official of the Bank

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

Annexure – XI

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

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

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

Authorized Signatories

(Name & Designation, Stamp of the Firm/LLP)

Date:

Place:

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

Annexure- XII

Curriculum Vitae (CV) of Key Personnel

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

Format

1.	Proposed Position: <i>[only one candidate shall be nominated for each position Expert]:</i>					
2.	Resource Name:					
3.	Nationality:					
4.	Date of Birth:					
5.	Educational Qualifications: <i>[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:</i>					
6.	Certifications and Trainings attended:					
7.	No. of years of experience:					
8.	Total No. of years with the firm:					
9.	Areas of expertise and no. of years of experience in this area (as required for the Profile - mandatory):					
	Sl. No.	Contract Name	Year & Period spent on contract	Brief of Contract	Contract Relevance to scope of work of this RFP document (section details)	Contract Customer Name, Contact Details & Address
10.	Languages <i>[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:</i>					

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11.	Membership of Professional Associations:	
12.	Employment Record <i>[Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:</i>	From (Year): To (Year): Organization:
13.	Positions held:	
	Detailed Tasks Assigned	Relevant Work Undertaken that Best Illustrates the experience as required for the Role (provide maximum of 6 citations of 10 lines each) (Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 14 and as required for the role as listed in „List of the key professional positions whose CV and experience would be evaluated”)
		Name of assignment or project: Year: Location: Purchaser: Main project features: Positions held: Value of Contract:(approximate value or range value): Activities performed:
14.	Certification: I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.	

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

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

Full name of Authorized Representative:

Date:

Place:

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

Annexure - XIII

RFP No. : _____

Date of issue of RFP : _____

Pre Contract Integrity Pact

(To be obtained depending on the threshold fixed)

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

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 _____, Chief Executive Officer (hereinafter called the "Bidder" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

WHEREAS the Bidder is a private company/public company/Government undertaking/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

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

(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 selected Bidder, it shall perform its duties

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

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.

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- (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 selected 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.

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(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

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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.

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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

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- money(s) due to the Bidder.
- (vii) To debar the Bidder from participating in future Bidding process of NHB for a minimum period of three years which may be further extended at the discretion of NHB.
 - (viii) To recover all sums paid in violation of this Integrity Pact by Bidder(S) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by NHB with the Bidder, the same shall not be opened.
 - (x) Forfeiture of Performance Bond/PBG in case of a decision by NHB to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.

9.2 NHB will also be entitled to take all or any of the actions mentioned at para 9.1(i) to (x) of this Integrity Pact on commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence under the Bharatiya Nyaya Sanhita, 2023 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

9.3 The decision of NHB to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Integrity Pact.

10. Fall Clause:

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

11. Disqualification & Forfeiture of EMD/PBG etc

The Bidder(s) agree(s) that:

- (a) Prior to award of contract or during execution of the contract, if the Bidder (s) has/have committed any transgression/breach of this Integrity Pact, NHB is entitled to disqualify the Bidder(s) from the tendering process/terminate the contract.

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(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 selected Bidder of this Integrity Pact under clause (a) above shall entail forfeiture of performance bond/Performance Bank Guarantee (PBG).

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

12. Independent External Monitors:

12.1 NHB has appointed Shri Rajendra Mohan Srivastava (*Address: Near old RTO Office, Lucknow, 122, Chandralok, Aliganj, Bakshi Ka Talab, Lucknow, 226024, Mobile - 9415047666/8707723739*) and Shri Jojneswar Sharma (*Address: Sarumotoria, Hengrabari, House No 27, Dr Zakir Husain Path, Kamrup Metro, Guwahati, 781306, Mobile - 8806777701*) 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.

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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 selected 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.

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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.)*

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Annexure -XIV

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

THIS SERVICE LEVEL AGREEMENT (hereinafter referred to “the **Agreement**”) is made on this _____ day of the month of _____, 2025, by and between,

National Housing Bank, a Statutory Body under the Government of India, constituted 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 “**Consultant**”), which expression shall include wherever the context so permits, its successors and permitted assigns.

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

WHEREAS

(A) NHB intends to hire the Consultant for _____, as detailed in the Request for Proposal no. _____

_____ on _____ (date) (including Corrigendum/Clarification, if any, issued) (hereinafter collectively referred to the “**RFP**” (attached hereto as **Appendix- I**).

(B) The Consultant has been selected through expression of interest (EOI), further two-stage bidding process and accordingly the Letter of Award no. _____ dated _____ (“**LoA**”) (attached hereto as **Appendix- II**) has been issued by NHB to the Consultant;

(C) The Consultant has accepted and agreed to provide the Services in accordance with terms and conditions of RFP and the LoA.

(D) In terms of the RFP, NHB and the Consultant have agreed to enter into this definitive Service Level Agreement in the manner hereinafter appearing:

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NOW THEREFORE the Parties hereby agree as follows:

1. GENERAL PROVISIONS

1.1. Definitions

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

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means and shall construe this Agreement;

(c) "Deliverables" means and includes the major deliverables as specified in Clause _____ of the RFP.

(d) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;

(e) "Personnel" means persons hired/to be hired by the Consultant as employees and assigned to the performance of the Services or any part thereof.

(f) "Project" means collectively the Services and the Deliverables to be provided as detailed in the RFP.

(g) "Services" or "Scope of Work" means and includes the scope of work to be performed by the Consultant as described/set out in Clause _____ of the RFP.

"Third Party" means any person or entity other than NHB and the Consultant.

1.2. Principles of Interpretation

In this Agreement, unless the context otherwise requires:

a) All capitalized terms unless specifically defined in this Agreement shall have the meaning given to them in the RFP;

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- b) Words and abbreviations, which have well known technical or trade/commercial meanings are used in this Agreement in accordance with such meanings;
- c) The RFP, the LoA and the NDA along with the Appendices/ Attachments hereto, shall form part and parcel of this Agreement and shall be read together for all purpose and effect.
- d) In case of any inconsistency or repugnancy between the provisions contained RFP, LoA and this Agreement, unless the context otherwise requires, the opinion of NHB shall prevail to the extent of such inconsistency or repugnancy and the same shall be binding on the Consultant.

1.3. Scope of Work

1.3.1. It is hereby agreed that the Consultant shall provide the Services, perform the work and execute the Contract, till the completion of the Project as per the scope of work as set out in the RFP (attached hereto as **Appendix-__**).

1.3.2. Performance of the Scope of Work

The Consultant shall perform all the services as set out in the Scope of Work and complete all the services 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 valid for a period of five years ("**Term**") starting from _____ by the Consultant unless the period is extended in accordance with this Agreement. The contract with Service Provider is for five years; however, as specified in Clause _____ of the RFP, work order is placed initially for one year, which will be renewed annually subject to satisfactory performance review

The Bank's Accounting Year is from July to June; however, for taxation purpose in terms of the provisions of the Income-tax Act, 1961, Bank prepares annual accounts for the Financial Year ending March (April – March).

1.3.4. Contract Price

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The entire assignment to be performed under this Contract is fixed price contract and the Consultant shall be paid the consideration ("**Contract Price**") for the satisfactory performance/execution of the entire assignment under the Contract as under:

Item Description	Total Fees per annum in ₹
Annual Consultancy Fees	
Additional Man days charges over and above 8 man days per month for onsite support	

The Contract Price shall be paid by NHB as per the payment terms agreed at Clause 4.2 of this Agreement.

1.4. Relation between the Parties

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

1.5. Language

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

1.6. Headings

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

1.7. Notices

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

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For NHB:

Attention:_____

Fax:_____

For the Consultant:

Attention:_____

Fax:_____

1.7.2. Notice will be deemed to be effective as follows

- (a) In the case of personal delivery or registered mail, on delivery;
- (b) In case of telegrams, ninety six (96) hours following confirmed transmission; and
- (c) In the case of facsimiles, seventy two (72) hours following confirmed transmission.

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

1.8. Location

The Services required to be rendered under this Agreement shall be performed at Delhi-NCR or at such location required/ approved by NHB.

1.9. Authority of Consultant

The Consultant hereby authorize _____ to act on their behalf in exercising the entire Consultant's rights and obligations towards NHB under this Contract, including without limitation for signing letters/communications, execution of agreements, for receiving instructions and payments from NHB.

1.10. Taxes and Duties

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

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2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1. Effectiveness of Contract

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

2.2. Commencement of Services

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

2.3. Expiration of Contract

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

2.4. Entire Agreement

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

2.5. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services/Scope of Work, may only be made by written agreement between the Parties and shall not be effective until the consent of the Parties has been obtained, 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

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the Party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

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

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

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

2.6.2. No Breach of Contract

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

2.6.3. Measures to be taken

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

(b) A Party affected by an event of Force Majeure shall notify the other Party such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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2.6.4. Extension of Time

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

2.6.5. Consultation

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

2.7. Suspension

NHB may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if NHB is not satisfied with the performance of the Consultant or if the Consultant fails to perform any of their obligations under this Contract, including the carrying out of services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension and shall invoke contract performance guarantee.

2.8. Termination

2.8.1. By NHB

NHB may by not less than fifteen (15) calendar days written notice of termination to the Consultant, (except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause-2.8.1, terminate this Contract:

(a) If the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause-2.7 here-in-above, within thirty (30) days of receipt of such notice of suspension or within such further period as NHB may have subsequently approved in writing;

(b) If the Consultant becomes insolvent or bankrupt or enters into an agreement with its creditors for relief of debt or take advance of any law for the benefit of debtors or goes into liquidation receivership whether compulsory or voluntary;

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(c) If the Consultant fails to comply with any final decision reached/award passed as a result of arbitration proceedings pursuant to Clause-8 hereof;

(d) If the Consultant submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the Consultant knows to be false;

(e) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(f) In the event it comes to the notice of NHB that any of the representations and/or warranties made by the Consultant either in the Bid Documents or in the subsequent correspondences are found to be false and/or the Consultant/its personnel are found to be involved in any fraudulent or criminal act;

(g) If NHB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.8.2. Cessation of Rights and Obligations

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

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

(b) The obligation of confidentiality set forth in Clause-3.7 hereof,

(c) Any right which a Party may have under the Applicable Law.

2.8.3. Cessation of Services

Upon termination of this Contract by notice pursuant to clauses-2.8.1 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

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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. OBLIGATIONS OF THE CONSULTANT

3.1. Standard of Performance

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

3.2. Law Governing contract

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

3.3. Conflict of Interest

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

3.4. Consultant Not to Benefit from Commissions/Discounts etc.

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

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

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

3.6. Prohibition of Conflicting Activities

The Consultant and its affiliates shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. The Consultant and its affiliates hired to provide services for the proposed assignment will be disqualified from services related to the initial assignment for the same Project subsequently.

3.7. Confidentiality

The Consultant and its Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Agreement or NHB's business or operations without the prior written consent of NHB. A separate confidentiality cum non-disclosure agreement ("NDA") will be signed between the Consultant and NHB.

3.8. Insurance to be taken out by the Consultant

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

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3.9. Liability of the Consultant

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

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

3.10. Indemnification of NHB by the Consultant

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

3.11. Limitation of Liability

- (i) The Consultant's aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to the total contract value
- (ii) The Consultant's liability in case of claims against NHB resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the Consultant shall be actual and unlimited.

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- (iii) Under no circumstances, NHB shall be liable to the Consultant for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages

3.12. Consultant's Actions Requiring Owner's Prior Approval

The Consultant shall not enter into a sub-contract or permit anyone other than the Consultant's personnel for the performance of any part of the work, services or other performance required of the Consultant under this Agreement, without the prior approval of NHB in writing.

3.13. Reporting Obligations

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

3.14. Documents prepared by the Consultant to be the Property of NHB

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

3.15. Consultant's Personnel

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

The Consultant shall strictly comply with all applicable labour laws and such other laws in relation to the services to be provided and the personnel engaged by the Consultant and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between NHB and said personnel so engaged by the Consultant.

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

3.16. Non-Compete

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

3.17. Change in Ownership or Constitution

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

3.18. Penalty

In case there is penalty/ late payment charges/interest imposed on the Bank or any other pecuniary loss incurred on account of negligence/lapse/error within the scope of work as prescribed in Para 4 of this RFP, the Bank will recover two times of the penalty/ interest/ charges imposed on or loss incurred by the Bank from the Service Provider. Once the maximum is reached, NHB may consider cancellation of the order and the performance bank guarantee submitted may be invoked.

4. OBLIGATIONS OF NHB

4.1. Support:

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

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4.2. Consideration & Payment Terms

In consideration of the Services performed by the Consultant under this Agreement, NHB shall make to the Consultant such payments as under:

- (i) The quoted lump-sum fee is fixed and firm for the entire tenure of the contract. The Bank will release payment after deduction of applicable taxes at source.
- (ii) **The payment will be released in phases as mentioned:** Fees shall be paid on monthly basis based on invoices raised by the Service Provider.
- (iii) **Payment in case of Termination:** In case the contract is terminated, payment towards services will be made on pro-rata basis, for the period services have been delivered, after deducting applicable penalty and TDS/other taxes as provided in clause 2.8.4.
- (iv) The Bank's Accounting Year is from July to June; however, for taxation purpose in terms of the provisions of the Income-tax Act, 1961, Bank prepares annual accounts for the Financial Year ending March (April – March).

4.3. Non-Solicitation:

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

5. FAIRNESS AND 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. UNDERTAKINGS

The Consultant hereby further undertakes:

- (i) That the Consultant has gone through all the required/relevant and extant instructions/ circulars of Government of India, Reserve Bank of India and /or any other concerned authority, GFR issued by Ministry of Finance, guidelines of CVC and provisions of the manual/relevant instructions of NHB, as applicable to the scope/area of its work/operation under this Agreement and the advice/services to be rendered by it as the Consultant and it complies/will comply with all such requirements.

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- (ii) That the Consultant has the necessary expertise to work and execute the Project as per the scope of work set out in detail in the RFP and it has the capability to deliver efficient and effective advice/services to NHB. It shall carry out the assignment under this Agreement with due diligence and with the highest standard of professionalism and business ethics.
- (iii) That being the Consultant of NHB for a consideration, it shall be accountable for (a) any improper discharge of the assignment under this Agreement and/or (b) any deviant conduct keeping in view the norms of ethical business and professionalism.
- (iv) That NHB shall have every right at its discretion to enforce such accountability in case of any improper discharge of contractual obligations and/or any advice/service rendered in the views of NHB is found to be grossly faulty/negligent/deficient and/or any deviant conduct by the Consultant and as a consequence of it, NHB can, irrespective of anything stated herein, terminate this Agreement by giving 15 days prior notice, including to withhold/retain the dues payable to the Consultant by NHB under this Agreement and appropriate/adjust the same for the losses, if any, suffered by NHB without requiring NHB to prove the actual loss.
- (v) That the Consultant shall not do anything that will be of any conflict of interest to the Consultant while discharging the obligations under this Agreement and it shall bring to the notice/knowledge of NHB beforehand any possible instance of conflict of interest while rendering any advice or service. Further, the Consultant shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The Consultant and/or any of its affiliates shall not engage in consulting or other activities that will be in conflict with the obligations under this Agreement.
- (vi) That the Consultant has not been hired for any assignment that would be in conflict with its prior or current obligations to NHB or that may place the Consultant in a position of being unable to carry out the assignment in the best interest of NHB.
- (vii) That the Consultant shall act at all times in the interest of NHB and render advice/service with highest professional integrity and shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of the contractual obligations by the Consultant.

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7. 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. SETTLEMENT OF DISPUTES

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

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

9. JURISDICTION AND APPLICABLE LAW

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

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

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

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

**BY _____
Authorized Representative**

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

**BY _____
Authorized Representative**

WITNESSES:

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

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

Annexure - XV

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

This Confidentiality -cum-Non Disclosure Agreement is entered into at New Delhi on thisdayof _____, 201__, by and between; _____, a incorporated _____, having its Registered Office at (hereinafter referred to as “the Consultant”), which expression shall include wherever the context so permits, its successors and permitted assigns;

and

The National Housing Bank, a bank constituted under the National Housing Bank Act, 1987 (Central act No. 53 of 1987) having its Head Office at Core-5A, 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 Consultant & NHB would be having discussions and negotiations concerning _____ (“Purpose”) between them as per the Service Level Agreement dated (hereinafter referred to as “SLA”). In the course of such discussions & negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential & proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as “the **Disclosing Party**” & will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as “the **Recipient/Receiving Party**”, and will include its affiliates & subsidiaries and its personnel.

Now this Agreement witnesseth:-

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

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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.

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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

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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 to be in compliance with its statutory, regulatory, internal policy or professional obligations.

6. **Communications :**Written communications requesting transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

NATIONAL HOUSING BANK

6.36. (Consultant)

7. Term: The obligation pursuant to clause 2 and 3 (Confidentiality & Non-Disclosure of Proprietary Information) will survive for a period of _____ years from the termination of the SLA.

8. The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach by one party, the other party shall be entitled to appropriate remedy, which may be available under law.

9. Notwithstanding anything stated in this Agreement, any report/finding/document delivered/submitted by the Consultant to NHB as a part of the outcome or deliverables under the SLA and which, in the opinion of NHB, requires any further study/analysis by any third party agency/institution depending on the requirement of the case, the same can be shared by NHB with such third party

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agency/institution for conducting such study/analysis and no prior consent of the Consultant is required for the same. Such report/finding/document delivered/ submitted by the Consultant to NHB shall become exclusive property of NHB and as such NHB shall not be bound by any restriction from disclosure of such report/ finding/ document or content thereof, being the Receiving Party.

10. This Agreement shall be governed and construed in accordance with the laws of India and shall be subjected to the Jurisdiction of courts at Delhi. It is agreed that any dispute or differences arising out of or touching this Agreement if not resolved amicably shall be referred to the arbitration as per clause _____ of the SLA executed between the parties hereto.

11. Miscellaneous

a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement/amendment in writing signed by both the parties.

b) This Agreement will be binding upon & ensure to the benefit of the parties hereto and it includes their respective successors & assigns

c) The Agreement shall be construed & and interpreted in accordance with the laws prevailing in India.

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

FOR _____

FOR NATIONAL HOUSING BANK

Authorized Signatory

Authorized Signatory

Name:

Name:

Designation:

Designation:

Place:

Place:

Date:

Date:

WITNESSES: 1_____ 2_____

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

Annexure XVI

CERTIFICATE

I have read the **Clause 6.33** 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 fulfills 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 Company/Firm)

Date:

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Annexure XVII

EMD / BID SECURITY DECLARATION

On behalf of M/s _____ (bidder's company 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 Company/Firm)

Date:

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Annexure XVIII

**FORMAT FOR DECLARATION BY THE BIDDER FOR CODE OF INTEGRITY FOR
PUBLIC PROCUREMENT**

Date: _____

To,
(Name of the Officer)
(Designation of the Officer)
National Housing Bank ("Procuring Entity")
(Address of NHB)

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
appended 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)

Request for Proposal: Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

(Appendix to the Declaration relating to Code of Integrity for Public Procurement)

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

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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

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

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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
(Name of the Authorized Signatory and Seal)

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Annexure XIX

(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 Consultant", 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 Consultant 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 Consultant 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 Consultant by reason of any breach by the said Consultant of any of the terms and conditions of the said Contract including non-execution of the Contract at any time till _____ (day /month/ year). Any such demand made by NHB on the Bank shall be conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority by and between the Consultant 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.

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

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

The Bank also agrees that NHB shall be entitled at his option to enforce this 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 Consultant's liabilities.

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

Notwithstanding anything contained herein:

(a) our liability under this bank guarantee shall not exceed 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 _____.

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(Signature)

Designation/Staff Code No.

Bank's seal

Attorney as per power of Attorney No. ____ dated____.

List of categories where trials are allowed:

- Simulators
- Ship's propulsion machinery, radars and sensors, navigation equipment, communication equipment, RO plants, compressors, cranes, boats, Pilotless Target aircraft, pumps, dehumidifiers etc.
- Aircraft engine/generator/flight deck equipment/air conditioning system/radars
- Tank engine/ generator/ air conditioning system
- Bullet Proof Helmet, Bullet Resistance Jacket
- Drones
- All-Terrain Vehicles (ATV)
- **Communication Equipment for Defense:**
 - Radio Sets:**
 - HF/VHF/FM Manpack Radio
 - Vehicle Radio Set
 - Tactical Communication Systems:**
 - Software Defined Radio (SDR) Systems
 - VHF/UHF Tactical Communication Systems
 - Handheld Satellite Phones (e.g., Iridium)
 - Combat Net Radio (CNR) Systems
 - Satellite Communication Systems:**
 - Very Small Aperture Terminal (VSAT) Systems
 - Satellite Phones
 - Mobile Satellite Communication Systems
 - Command and Control Systems:**
 - Battlefield Management Systems (BMS)
 - Tactical Data Links
 - Encryption Devices (e.g., VINBAX)
 - Surveillance and Reconnaissance Communication:
 - Unmanned Aerial Vehicle (UAV) Communication Systems
 - Ground Control Stations (GCS) for UAVs
 - Remote Video Terminals (RVTs)
 - Electronic Warfare (EW) Communication:**
 - EW Communication Jamming Systems
 - Communication Intelligence (COMINT) Systems
 - Network Infrastructure:**
 - Field Deployable Communication Nodes
 - Tactical Communication Switches
 - Mobile Communication Shelters
 - Navigation and Positioning Systems:**
 - GPS Receivers
 - Navigation Systems for Vehicles and Personnel
 - Specialized Communication Equipment:**
 - Underwater Communication Systems
 - Special Forces Communication Gear
 - Mountain Warfare Communication Equipment
- Contamination Monitor

- Fiber Reinforced Plastic Boat with Motor (RIBs)
- Bukhari Improved Version
- Fire Fighting Equipment's as per DGQA specifications
- Victim Location System with Breaching System
- HDPE Boats
- Pontoon Boats
- Medical equipment
- **Engineering and Mining Equipment for Bomb Disposal Units:**
- Modular protection vehicles
- High Altitude Clothing including Snow Boots