

Can Fin Homes Ltd
(Registered Office: Bengaluru)

Request for Quotation (RFQ)
For
“Selection of External Auditor for Review and Assessment of Company’s Internal Audit Functions as per the Quality Assurance and Improvement Program (QAIP)”

Tender.Ref. No: RFQ-QAIP/Inspection & Audit-2/2025-26

Date of commencement of issue of RFQ	:09/12/2025 at 10.00 am
Last date for receipt of queries on RFQ	:15/12/2025 at 16:00 hrs.
Last date for Bid Submission of RFQ	:16/12/2025 at 16:00 hrs.
Date of Opening of Bids of RFQ	:16/12/2025 at 16:30 hrs.

Issued by : Assistant Vice President
Inspection & Audit Department
Can Fin Homes Ltd.,
Registered Office,
Sir MN Krishna Rao Road,
Basavanagudi
Bengaluru 560004.

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Contact Numbers : Tel – 9483491834/7997665274/9606949873
Email: inspection@canfinhomes.com

Bid Details: Selection of External Auditor for Review & Assessment of Company's Internal Audit Functions as per the Quality Assurance and Improvement Program (QAIP) for Can Fin Homes Ltd.

Sl. No.	Description	Details
1.	RFQ No. and date	Tender.Ref.No.: RFQ-QAIP/Inspection & Audit-2/2025-26
2.	Brief Description of the RFQ	Selection of External Auditor for Review & Assessment of Company's Internal Audit Functions as per the Quality Assurance and Improvement Program (QAIP) for Can Fin Homes Ltd
3.	Company's Address for Communication and Submission of Tender	Assistant Vice President Inspection & Audit Department, Can Fin Homes Ltd., Registered office, M N Krishna Rao Road, Basavanagudi, Bengaluru 560004
		Tel: +91 9483491834/7997665274/9606949873 Email: inspection@canfinhomes.com
4.	Date of Issue	09/12/2025 at 10.00 am (Tuesday)
5.	Last date for receipt of queries on RFQ	15/12/2025 at 16:00 hrs. Email: inspection@canfinhomes.com
6.	Last Date of submission of Bids	16.12.2025 at 16:00 hrs.
7.	Date and time opening of Part A, conformity to Eligibility criteria.	16.12.2025 at 16:30 hrs.
8.	Date and time opening of Part-B and commercial bid Part-C.	Will be intimated at later date.

DISCLAIMER

The information contained in this Request for Quotation ("RFQ") document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Can Fin Homes Ltd, is provided to the bidder(s) on the terms and conditions set out in this RFQ document and all other terms and conditions subject to which such information is provided. This RFQ document is not an agreement and is not an offer or invitation by Can Fin Homes Ltd to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as "Bidder" or "Bidders" respectively). The purpose of this RFQ is to provide the Bidders with information to assist the formulation of their proposals. This RFQ does not claim to contain all the information each Bidder require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFQ. Can Fin Homes Ltd makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFQ. The information contained in the RFQ document is selective and is subject to updation, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require. Can Fin Homes Ltd does not undertake to provide any Bidder with access to any additional information or to update the information in the RFQ document or to correct any inaccuracies therein, which may become apparent.

Can Fin Homes Ltd (CFHL), reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFQ and/or the bidding process, without assigning any reasons whatsoever. Such change will be communicated to the bidders and it will become part and parcel of RFQ.

Can Fin Homes Ltd in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFQ. Can Fin Homes Ltd reserves the right to reject any or all the request for quote received in response to this RFQ document at any stage without assigning any reason whatsoever. The decision of Can Fin Homes Ltd shall be final, conclusive and binding on all the parties.

TABLE OF CONTENTS

Content

1.Introduction:	6
2. About RFQ:	6
3. Objective:	6
4. Requirement Details	6
5. Eligibility Criteria:	7
6. Scope of Work:	7
7. Bidding Process	7
8. Evaluation Criterion:	8
9.Amendment of bidding documents:	10
10. Period of validity of Bids	10
10. RFQ Requirements:	10
11. Timelines, Deliverables & Service Level Agreements (SLAs)	10
13. Payment Terms:	11
14. Local Support:	11
15. Documents, Standard Operating Procedures and Manuals:	12
16. Termination for Owner's Convenience	12
17. Settlement of disputes:	12
18. Legal Disputes:	12
19. Governing Law and Jurisdiction:	12
20. Limitation of Liability	13
21. Confidentiality:	13
22. Data Protection, Security and Use of Information:	13
23. Directors and Employees of the Company Not Individually Liable:	13
24. Defense of Suits:	13
25. Indemnity:	14
26. Performance Bank Guarantee:	14
27. Visit Rights:	14
28. Order Cancellation/Termination of Contract:	14
29. Enforceability:	15
30. Change in Constitution:	15
31. Termination of insolvency:	15
32. Governance	15
33. Force Majeure:	15
Annexure-I: Checklist:	16
Annexure -II: Bid Covering Letter	17

Annexure -III: Pre-Qualification Criteria.....	18
Annexure -IV: Bidders Information.....	20
Annexure -V: Acceptance of Terms & Conditions	21
Annexure - VI: - Technical Bid Covering Letter Format	22
Annexure - VII: Functional requirements:.....	24
ANNEXURE - VIII: UNDERTAKING	26
ANNEXURE - IX: KYE Undertaking	27
ANNEXURE – X– Commercial Bid Covering Letter Format	28
ANNEXURE – XI – Bill of Material (Indicative).....	29
ANNEXURE– XII Integrity Pact	30
APPENDIX -A	37
APPENDIX-B	38
APPENDIX-C	39
APPENDIX-D	40
APPENDIX-E	41
APPENDIX-F	42

1. Introduction:

Can Fin Homes Ltd, was incorporated in the year 1987, "The International Year of Shelter for the Homeless", (hereinafter referred to as Company") The main objective of setting up the company was, promoting home ownership and increasing the housing stock in the country. Company is having its Registered office at 29/1, Sir M N Krishna Rao Road, Basavanagudi, Bengaluru 560004. The company has around 200+ branches/offices spread across various locations of the country and all these branches and satellite offices are linked to the Registered Office through a Core banking platform. Being a south based company, 70% of its branches are located in southern India and the remaining 30% in Northern India.

2. About RFQ:

The Company intends to engage an experienced auditor (Individual Fellow Chartered Accountant or Firm or LLP) by selecting a vendor with proven expertise in conducting audits of Banks/HFCs/NBFCs as per the Quality Assurance & Improvement Program (QAIP). In this connection, the Company invites sealed offers ("Part-A Conformity to Eligibility Criteria", "Part-B Technical Scope", and "Part-C Commercial Bid") for undertaking a Comprehensive Review and Assessment of the Internal Audit functions of Can Fin Homes Ltd as per the Terms & Conditions, Requirements, and Scope of Work described elsewhere in this document.

Note: This RFQ should not be considered as a statement of intent for availing the services, unless a purchase order or notification of award is published by Can Fin Homes Ltd if any, as a result of this RFQ process.

3. Objective:

The Company is seeking quotations from qualified and experienced auditors to conduct a comprehensive Review & Assessment of Internal Audit Functions as per the QAIP at Can Fin Homes Ltd. – Bengaluru.

The objective of this engagement is to:

- Implement a structured quality assurance process to improve audit effectiveness.
- Maintain objectivity, consistency, and accuracy in audit planning, execution, and reporting.
- Establish and adhere to review mechanisms for audit work at different levels and identify the area for improvements.
- Conduct evaluations of internal audit team performance.
- Receive feedback about internal audit team's performance and identify opportunities for improvement.
- Ensure that the internal audit activity is continuously improving and conforming to the highest professional standards
- Ensure compliance with standards such as RBI/NHB guidelines, ICAI SIAs, and IIA QAIP requirements.

4. Requirement Details

Company invites sealed offers ("Part-A Conformity to Eligibility Criteria", "Part-B Technical Scope", and "Part-C Commercial Bid") from eligible bidders to engage in providing contract staffing personnel to Can Fin Homes Limited as per the Terms & Conditions, Scope of Work as described elsewhere in this document.

This RFQ consists of the requirement as given below:

Sl. No	Item details
1	Conducting Review and Assessment of Internal Audit Functions at Can Fin Homes Ltd as per the Quality Assurance and Improvement Program (QAIP).

5. Eligibility Criteria:

- A vendor submitting the proposal in response to this RFQ shall hereinafter be referred to as the "Bidder", and the audit services related to Review & Assessment of Internal Audit Functions as per the Quality Assurance and Improvement Program at Can Fin Homes Limited shall hereinafter be referred to as the "Services".
- Interested Bidders, who possess the requisite qualifications, experience, and expertise to conduct the audit as set forth in the Scope of Work at Can Fin Homes Limited, and who meet the Pre-Qualification Criteria as per **Annexure-III**, may submit their proposals.
- Can Fin Homes, reserves the right to verify/evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection/disqualification of the offer.

6. Scope of Work:

- 6.1 The Scope of work shall include but not limited to the details as mentioned in **Annexure-VII**. Bidder has to conform compliance to the Scope of Work as mentioned in **Annexure-VII**. The bidders are required to go through the complete RFQ document thoroughly. The obligation / responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.
- 6.2 **Method to be followed:** Conduct comprehensive review and assessment of Internal Audit Functions of the Company as per Scope of work, Evaluate and submit preliminary draft reports on findings and submission of final report as per agreed format of the Company and any work defined elsewhere in the RFQ document. CFHL is governed by RBI/NHB/Other authorities etc., hence the Review and Assessment should be in compliance with the directions from such organizations.
- 6.3 **Project Completion and Management:** For smooth completion of project, the Bidder should identify one or two of its representatives at Bengaluru as primary point of contact for the Company.

7. Bidding Process

Bid shall have the following 3 (Three) parts; Eligibility conformity, Technical Proposal and Commercial. The three parts must be submitted at the same time but in separate sealed covers, giving full particulars, addressed to the **"Assistant Vice President – Inspection & Audit Department", Can Fin Homes Ltd, No. 29/01 – Sir MN Krishna Rao Road, Basavanagudi, Bengaluru 560004** and duly super-scribed "Eligibility conformity for Conducting Comprehensive Review and Assessment of Company's Internal Audit Functions as per the Quality Assurance and Improvement Program (QAIP)", "Technical Proposal for Conducting Comprehensive Review and Assessment of Company's Internal Audit Functions as per the Quality Assurance and Improvement Program (QAIP)" and "Indicative Commercial for Conducting Comprehensive Review and Assessment of Company's Internal Audit Functions as per the Quality

Assurance and Improvement Program (QAIP)". These covers should also indicate name, address and contacts of the bidder submitting the offers.

7.1 Part-A – Eligibility Conformity:

Indicating their compliance to Eligibility Criteria. The format for submission of Conformity to Eligibility Criteria is as per **Appendix-A**.

7.2 Part-B – Technical Proposal:

Indicating the response to the Technical and Functional requirement specification for Conducting Comprehensive Review and Assessment of Internal Audit Functions in Can Fin Homes Ltd. The format for submission of Technical Proposal is as per **Appendix-B**. Technical proposal will NOT contain any pricing or commercial information at all.

7.3 Part-C – Commercial Proposal:

Furnishing all relevant information as required as per Bill of Material as per **Annexure-X**. The format for submission of Commercial bid is as per **Appendix-C**.

In the first stage, only **Part-A** will be opened and evaluated. Those bidders satisfying the eligibility criteria as determined by the CFHL and accepting the terms and conditions of this document shall be short-listed for **Part-B**.

The offers should either be hand delivered at the given address or couriered before the stipulated date and time. In case designated date of bid submission is declared to be public holiday, the same may be extended to next working day.

The Canfin Homes Limited reserves the right to **reject, cancel, or terminate** any bid submission at its sole discretion under the following circumstances:

- If the bidder fails to submit all three parts of the bid, namely Part A (Eligibility Criteria), Part B (Technical Proposal), and Part C (Commercial Proposal), in separate sealed covers in together as specified in the bid document.
- If any part of the bid is missing, incomplete, or not submitted simultaneously with the other parts.
- If the bid does not comply with the format, content, or annexures prescribed in Appendices A, B, and C for each respective part.

Such incomplete or non-compliant submissions shall be summarily rejected without further notice, and the Canfin Homes Limited shall bear no responsibility for any loss or liability incurred by the bidder as a result.

8. Evaluation Criterion:

The technical evaluation and the commercial evaluation shall have the weightage of 70% and 30% respectively and this weightage shall be considered for arriving at the successful bidder. The evaluation methodology vis-à-vis the weight-ages are as under:

Technical scoring matrix:

Sl. No	Criteria	Maximum Marks	Documents Required
	Sub-Criteria		
1	Past experience of the bidder (track record) In case of Individuals: No. of Audits of the individual auditor will be considered. In case of other than Individuals: Number of Audits and relevant consultation services to Banking/HFCs/NBFCs/Financial Institutions/other private organization conducted by the auditors registered with the Institute of Chartered Accountants of India (ICAI) and hold a valid certificate of practice (COP) from the above institution Scoring: More than 5 Audits during last 4 years – 50 marks >4 and ≤ 5 – 40 marks ≥3 and ≤4 – 30 marks Less 3 – 0 marks	50	PO copies/letters/ proof of assignment. Project details to be furnished in Appendix-E.
2	a. In case of individuals or other than Individuals: Details are given in eligibility criteria as per Annexure-III (In case of firms or LLP 7.5 Marks per auditor)	15	Copy of Certificate to be submitted.
3	Audit Approach and methodology for the proposed scope of work along with illustrative deliverables.	15	Copy of details showing adoption of audit methodology.
4	Bidder Audit presentation on the deliverables	10	
5	a. In case of individuals: CIA/DISA/CISA/CRMA Any other relevant certifications by the auditor (10 Marks) b. In case of other than Individuals: : Valid CIA/DISA/CISA/CRMA Any other relevant certifications by the auditor (5 Marks per Auditor)	10	Copy of Certificate to be submitted.
	Total	100	

8.1 Evaluation of Technical Bids:

8.1.1 The Company/Individuals evaluation of the technical bids will take into account the following factors and based on such evaluation the technically qualified bidders will be short-listed:

8.1.1.1 Conformation to pre-qualification criteria.

8.1.1.2 Compliance of terms and conditions stipulated in the RFQ duly supported by certified documentary evidence called for therein.

8.1.1.3 Submission of duly signed compliance statement as stipulated in **Annexure-VII**.

8.1.1.4 Review of written reply, if any, submitted in response to the clarification sought by the Company, if any.

8.1.2 CFHL reserves the right to reject an offer under any of the following circumstances:

8.1.2.1 Offer is incomplete and/or not accompanied by all stipulated documents.

8.1.2.2 Offer is not in conformity with the terms and conditions stipulated in this document.

8.1.2.3 Unpriced Commercial Offer is not submitted along with Technical Offer.

8.1.2.4 Format of Commercial Offer differs from unpriced commercial Offer

9. Amendment of bidding documents:

9.1 At any time prior to the date for submission of Bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFQ by amendments.

9.2 Amendments, if any will be notified through email to all prospective Bidders, to whom RFQ is shared for submission of bids and will be binding on them.

9.3 In order to provide, prospective Bidders, reasonable time to take the amendments, if any, into account for preparing their bid, the company may, at its discretion, extend the last date of submission of bid.

10. Period of validity of Bids

Bids shall remain valid for a period of 180 days from the date of opening of commercial bid (PART – C) or as may be extended from time to time. CFHL reserves the right to reject a bid valid for a period shorter than 180 days as non-responsive/non-compliant, without any correspondence.

11. RFQ Requirements:

The Bidder shall comply with Scope of work narrated in **Annexure-VII** and adhere to the guidelines issued by Company, Reserve Bank of India (RBI), NHB (National Housing Bank) and other Regulatory bodies.

12. Timelines, Deliverables & Service Level Agreements (SLAs)

I. Project Timeline

- a. Bidders are requested to conduct the Audit and needs to be completed within **30 days** from the date of acceptance of Purchase Order.

- b. The Audit have to be conducted on the date and time specified in mail as per the request sent by the respective department/office without any deviation.
- c. The periodicity of the Audit should be **only 1 year**. However, the Company at its own discretion can change the frequency. The start date of each Audit will be decided by the Company.

II. Security

- Bidder should take adequate security measures to ensure the confidentiality of the information.
- The selected bidder needs to execute NDA (Non-Disclosure Agreement) as per Appendix-F and contract with the Company.

III. Penalties / Liquidated Damages:

- **Liquidated Damages for non-delivery of Services:** Delay in completion of activities beyond the agreed timelines, shall attract a penalty at the rate of Rs. 10,000/- (excl GST) per day delay. However, the total penalty under this clause shall be restricted to 10% (excl GST) of the total project cost.
- **Penalties/ Liquidated Damages for non-performance:** If the bidder does not meet the requirements of the RFQ during various assessments, the bidder shall rectify the same at bidder's cost to comply with the requirements immediately to ensure completion of the activity.
- If any act or failure by the bidder under the agreement, contravention of the terms and conditions stipulated herein or the terms of Confidentiality agreement executed by Bidder with the Company reserves the right to impose a penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Company reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as and goodwill.
- Company may impose the penalty to the extent of damage to any of its equipment, if the damage was due to the actions directly attributable to the staff of the Bidder.
- All the above LDs are independent of each other and are applicable separately and concurrently.
- LD is not applicable for the reasons attributable to the Company and Force Majeure.

13. Payment Terms:

- The vendor has to submit documentary proof for completion of activities.
- Email and Phone support till final closure report provided by the auditor
- The Company shall finalize the Sign-off and Acceptance format mutually agreed with the bidder. The bidder shall strictly follow the mutually agreed format and submit the same while claiming payment. Sign offs to be obtained by the bidder from the concerned functional departments.
- Payment shall be released within **30 days** from submission of relevant documents as per RFQ terms.

14. Local Support:

The bidder should have resources at CFHL premises capable of meeting the service & support standards as specified in this RFQ, Service support should be available as required by the company. All resources

need to adhere to CFHL working hours (including Saturdays) and holidays or as and when required by CFHL. In case of leaves planned by any resources, the same should be approved by CFHL.

15. Documents, Standard Operating Procedures and Manuals:

All related documents, manuals, Standard Operating Procedures (SOPs), best practice documents and information furnished by the bidder shall become the property of the Company.

16. Termination for Owner's Convenience

The Company, by written notice of at least 90 days prior, of its intention to terminate services without assigning any reasons shall send to the Bidder, to terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Company's convenience, the extent to which performance of the Bidder under the Agreement is terminated and the date upon which such termination becomes effective.

The Work that is complete and ready for commissioning as on the date of Bidder's receipt of notice of termination shall be accepted by the Company on the terms and prices mutually agreed at that time.

17. Settlement of disputes:

17.1 All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these tender documents or breach thereof shall be settled amicably.

17.2 If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactments thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings. The sole arbitrator shall be appointed with the mutual consent of both the parties. The seat of the arbitration shall be Bengaluru.

17.3 During the arbitration proceedings the bidder shall continue to work under the contract unless otherwise directed in writing by the company.

18. Legal Disputes:

The Company clarifies that the Company shall be entitled to file an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFQ. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Company may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages. In addition, notwithstanding the foregoing, claims for preliminary injunctive relief, other pre-judgement remedies and claims for the Company's failure to pay for Service(s) in accordance with the Agreement, may be brought in a court of competent jurisdiction over the parties and the subject matter.

19. Governing Law and Jurisdiction:

This agreement shall be governed exclusively by the laws of India and the transaction contemplated herein shall be subject to the exclusive jurisdiction of the competent courts in Bangalore only.

20. Limitation of Liability

In no event shall Can Fin Homes Ltd. be liable for any proven consequential, special, punitive, incidental or indirect damages.

21. Confidentiality:

Bidder acknowledges that it is, may be or will be privy to Confidential Information (as defined below). Bidder agrees it will use the Confidential Information only in furtherance of its work under this Purchase Order and shall not transfer or otherwise disclose the Confidential Information to any third party except as provided for herein. Bidder shall:

(i) Give access to such Confidential Information solely to those of its employees with a need to have access thereto in furtherance of or in connection with this Purchase Order or as required by applicable law; and

(ii) Take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that Bidder takes with its own confidential information, but in no event shall Bidder apply less than a reasonable standard of care to prevent such disclosure or unauthorized use. As used herein, "Confidential Information" means any and all information relating to Company and any of its respective affiliates that may be received by or be provided to Bidder from time to time, including, without limitation, equipment and business specifications, business records or data, trade secrets, and confidential planning or policy matters, business strategies, internal policies, and procedures, matters subject to attorney-client privilege, and any financial or accounting information, the existence of this or any other agreements or communications between Bidder and Company, and the terms of any such agreement, and all data, reports, interpretations, forecasts and records containing or otherwise reflecting information concerning any such person or entity, together with analysis, compilations, studies or other documents, whether prepared by Bidder or Company, which contain or otherwise reflect such information. Bidder shall not use the Company's name, or the names of its respective subsidiaries or affiliates, in any sales or marketing publication or advertisement, without the prior written consent of Company.

The Successful bidder shall execute separate NDA on the lines of the format provided in the Appendix-F.

22. Data Protection, Security and Use of Information:

Bidder hereby unequivocally agrees to undertake all measures, including security safeguards, to ensure that the information in the possession or control of the Bidder, as a result of operation of this engagement, is secured and protected against any loss or unauthorized access or use or unauthorized disclosure thereof. It is hereby mutually agreed between the parties that Company, assumes no responsibility or liability for any misuse of the Confidential Information and other data in the control of Bidder. This clause shall survive the termination or expiration of this order.

23. Directors and Employees of the Company Not Individually Liable:

No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

24. Defense of Suits:

If any action in court is brought against the Company or an officer or agent of the Company, for the failure, omission or neglect on the part of the bidder to perform any acts, matters, covenants or things

under the Contract, or damage or injury caused by the alleged omission or negligence on the part of the Bidder, his agents, representatives or his Sub-Contractor's, or in connection with any claim based on lawful demands of Sub-Contractor's workmen, suppliers or employees, the Bidder, shall in such cases indemnify and keep the Company and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

25. Indemnity:

The Bidder shall, at its own expense, defend and indemnify the Company against any third-party claims for infringement of patent, trademark, design or copyright arising from use of proposed product/products or any part thereof. Bidder will provide infringement remedies and indemnities for third party Products, on a pass-through basis. If the company is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible to pay such compensation along with all costs, damages and attorney's fees and other expenses that a court may finally award, in the event of the matter being adjudicated by a court or that be included in a Bidder approved settlement. The Company will issue notice to the Bidder of any such claim without delay and provide reasonable assistance to the Bidder in disposal of such claim, and shall at no time admit to any liability for, or express any intent, to settle the claim. The Bidder shall also reimburse all incidental costs, which the Company may incur in this regard.

26. Performance Bank Guarantee:

The selected Bidder would be required to submit a Performance Bank Guarantee to CFHL for an amount equivalent to 3% of Total Cost of Ownership as mentioned in the Bill of Material in ANNEXURE-X within 30 (Thirty) days of purchase order acceptance date. The Performance Bank Guarantee(s) will be valid for 1 year with a claim period of 3 months from the date of expiry of the validity period of the Bank Guarantee (BG) and such other extended period which is co-terminus to the life of the work order. The Performance Bank Guarantee(s) should be issued by any Nationalized or Indian Scheduled Commercial Bank. A format for Performance Bank Guarantee will be shared with the successful Bidder. The Performance Bank Guarantee is required to protect the interest of purchaser against the risk of non-performance of the successful Bidder in respect of successful implementation of the project which may warrant the invoking of Performance Bank Guarantee (PBG), also if any act of the bidder results in imposition of Penalties/Liquidated Damages then CFHL reserves the right to invoke the submitted Performance Bank Guarantee.

27. Visit Rights:

CFHL and/or its authorized representatives, including auditors, consultants shall have the right to visit any of the Bidder's premises with prior notice. RBI or any regulatory body can conduct audit without notice.

The Bidder will have to cooperate with the authorized representative/s of CFHL and/or regulators and will have to provide access to the Selected Bidder's IT infrastructure, applications, data, documents, and other necessary information/ documents given to, stored or processed by the Selected Bidder and/or its Partners in relation to the contract with CFHL.

The successful bidder has to provide access to locations relating to the scope of work defined in this RFQ.

28. Order Cancellation/Termination of Contract:

The Company reserves its right to cancel the entire/unexecuted part of the service at any time by assigning appropriate reasons and recover expenditure incurred by the Company in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:

- Delay in Completion of Scope of work beyond the specified period by CFHL.
- Breaches in the terms and conditions of the Order.

29. Enforceability:

All the Terms & Conditions of this RFQ, after acceptance, shall be binding on both the parties of this RFQ and shall be enforceable as per the applicable laws of India.

In the event of any conflict or inconsistency between the terms of this RFQ and the Purchase Order/Agreement, the terms of this RFQ shall prevail to the extent of such conflict or inconsistency.

30. Change in Constitution:

The prior information, in writing, to the Company shall be given before any change is made in the constitution of the Bidder. If prior information is not provided to Company, the Contract shall be deemed to have been allotted in contravention of Clause entitled "sub-contracting" hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

31. Termination of insolvency:

The Company, may at any time, terminate the Contract by giving written notice of 90 days to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Company.

32. Governance

The selected bidder shall ensure proper governance throughout the engagement. This includes active participation in all required meetings and reporting mechanisms as outlined below:

- i. **Fortnightly Status Meeting Meetings:** The bidder shall attend fortnightly governance meetings with system integrator, consultants and relevant stake holders to review progress, track issues, and discuss ongoing activities.
- ii. **Reporting and Presentations:** The bidder may be required to prepare and deliver presentations to the Audit Committee and the Board of CFHL on project status, audit findings, and other relevant matters.
- iii. **Documentation:** The bidder shall maintain records of all governance meetings, including minutes, action items, and follow-ups, to ensure transparency and accountability.

33. Force Majeure:

For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics. If a Force Majeure situation arises, the Bidder shall promptly notify the Company in writing of such condition and the cause thereof. Unless otherwise directed by the Company in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

Annexure-I: Checklist:

Checklist

Annexures (To be submitted with Part A- Conformity to Eligibility Criteria)		
I	Check List	
II	Bid Covering Letter Format	
III	Pre-Qualification (Eligibility) Criteria Declaration	
IV	Bidders Information	
V	Acceptance of Terms and Conditions	
Annexures (To be submitted with Part-B –Technical Proposal)		
VI	Technical Bid Covering Letter format	
VII	Functional / Technical requirements (Scope of Work)	
VIII	Undertaking of Authenticity	
IX	KYE Undertaking	
Annexures (To be submitted with Part-C -Commercial Bid)		
X	Commercial Bid Covering Letter Format	
XI	Bill of Material (Indicative)	

Vendors to verify the checkpoints and ensure accuracy of the same before submission of the bid.

Date:

Signature with seal

Place:

Name & Designation

Bid Covering letter

Reference No:

Date:

To,
**Assistant Vice President
Inspection & Audit Department
Can Fin Homes Ltd.,
Registered Office – Bengaluru
No. 29/1, Sir M N Krishna Rao Road,
Basavanagudi, Bengaluru 560004.**

Dear Sir,

Sub: RFQ for Selection of External Auditor for Conducting Review & Assessment of Internal Audit Functions of the Company as per the QAIP for Can Fin Homes Ltd.

Ref: Your RFQ (RFQ– Inspection & Audit-02/2025-26) Dt.

Having examined the tender document including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer for subject items are in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

If our offer is accepted, we undertake to complete Audit and issuance of final compliance certificate within **30 days** from the date of receipt of the Purchase order.

We agree to abide by this offer till 180 days from the date of submission of bids and for such further period as mutually agreed between the Company and successful bidder, and agreed to in writing by the bidder. We agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or Authorized nominees such sums of money as are stipulated in the conditions contained in tender together with the return acceptance of the contract.

We accept all the Instructions, Technical Specifications, Terms and Conditions and Scope of Work of the subject RFQ. We understand that the Company is not bound to accept the lowest or any offer the Company may receive without assigning any reason whatsoever.

Date:

Signature with seal

Place:

Name & Designation

Annexure -III: Pre-Qualification Criteria

A vendor submitting the proposal in response to this RFQ who shall conduct a Review & Assessment of Internal Audit Functions of the Company as per the QAIP and meeting the following Eligibility Criteria may respond:

Sl. No.	Eligibility Criteria	Documents to be submitted with this RFQ	Compliance (Yes/No)
1	Individual or Firm or LLP Bidder should have a certificate of Practice(CoP) from ICAI as on date of submission of Bid.	Copy of certificate of practice containing the name of Bidder.	
2	The bidder should be an Individual or Regd. Partnership firm or LLP.	In case of Partnership firms, Copy of Certification of Registration/Partnership deed and Details of partnership. The registration no. of the firm /LLP along with Sales Tax no. / Valid IT Certificate. Individuals should submit the copy of PAN card, Aadhar Card, GST Certificate, Brief on Experience etc.	
3.	The Bidder should have their support offices / local representative in Bengaluru to conduct and support the audit activities.	The Bidders to furnish their existing service center infrastructure details like contact details with postal address, no. of auditors, jurisdiction of the auditors etc. besides Local Contact Person Name, Address, Phone No, Mobile No, Email etc.	
4.	The firm or LLP should have a pool of minimum of 2 professionals with valid CA certificates. In case of individual, Bidder should have a valid COP from ICAI.	Self-declaration from Company letter head with list of 2 professionals ie., name, employee id, Qualification, Certification, experience (in years), On company payroll since. Individuals should submit the below details in the letter head with name, Qualification, Valid CA Certifications, experience (in years).	
5.	The Bidder should not be a blacklisted/debarred company as on date of submission of RFQ by ICAI or any Government entity, Bank or Financial Institutions.	Bidder should submit self-declaration by authorized signatory to this effect in Letter Head.	

6.	The Bidder should not been involved in any legal case that may affect the solvency existence of their firm or LLP or in any other way that may affect capacity to provide/continue the services of the company.	Bidder should submit self-declaration by authorized signatory to this effect in Firm or LLP or Individual Letter Head.	
7.	Turnover & profitability: A) The entity must have recorded a turnover not less than Rs. 50 Lakhs in the preceding financial year and should be duly registered under the Goods and Services Tax (GST) Act within the jurisdiction of the state of Karnataka.	A) Submit any one or more of the following: 1. Certified copies of Audited Financial Statements (Profit & Loss statement and Balance Sheet for the previous financial years) 2. GST Registration Certificate (clearly mentioning the state as Karnataka and the GSTIN starting with state code 29) 3. Self declaration stating the turnover for the previous financial year. 4. Income Tax Return (ITR) Acknowledgement for the preceding financial year	
	B) The individual must have recorded a turnover not less than Rs. 30 lakhs from audit profession in the preceding financial year and should be duly registered under the Goods and Services Tax (GST) Act within the jurisdiction of the state of Karnataka.	B) Submit any one or more of the following: 1. GST Registration Certificate (clearly mentioning the state as Karnataka and the GSTIN starting with state code 29) 2. Income Tax Return (ITR) Acknowledgement of the previous financial year 3. Form 26AS.	

Date:

Authorised Signatory

Place:

Name & Designation

Seal of the Auditor/Firm/LLP

Annexure -IV: Bidders Information

Name _____

Constitution _____

Address _____

Names & Addresses of the Partners if applicable _____

Contact Person(s) _____

Telephone, Fax, e-mail _____

Number of years of experience in Audit _____

Please give brief financial particulars of your firm for the last 2 years along with the volume of business handled. (The information will be kept confidential)

Year	Financial year 2024-25 /AY 2025-26	Financial year 2023-24 /AY 2024-25
Operating Profit:		
Total Turnover:		

Date: _____

Place: _____

Authorised Signatory
Name & Designation

Seal of the Auditor/Firm/LLP

(Letter to the CFHL on the vendor's letter head)

To,
**Assistant Vice President
Inspection & Audit Department
Can Fin Homes Ltd.,
Registered Office – Bengaluru
No. 29/1, Sir M N Krishna Rao Road,
Basavanagudi, Bengaluru 560004.**

Dear Sir,

Sub: RFQ for Selection of External Auditor for Conducting Review & Assessment of Internal Audit Functions of the Company as per the QAIP for Can Fin Homes Ltd.

Ref: Your RFQ (RFQ– Inspection & Audit-02/2025-26) Dt.

With reference to the above RFQ, having examined and understood the instructions, terms and conditions forming part of the RFQ, we hereby enclose our offer for conduct of comprehensive Review & Assessment of Internal Audit Functions as per QAIP for Can Fin Homes Ltd.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFQ and all required information as per Annexures enclosed.

We also confirm that the offer shall remain valid for 180 days from the date of submission of bids.

We understand that the Company is not bound to accept the offer either in part or in full and that the Company has right to reject the offer in full or in part without assigning any reasons whatsoever.

Dated at _____ this _____ day of _____ 2025.

Yours faithfully,

Date:

Authorised Signatory

Place:

Name & Designation

Seal of the Auditor/Firm/LLP

Annexure - VI: - Technical Bid Covering Letter Format

To,
**Assistant Vice President
Inspection & Audit Department
Can Fin Homes Ltd.,
Registered Office – Bengaluru
No. 29/1, Sir M N Krishna Rao Road,
Basavanagudi, Bengaluru 560004.**

Date:

Dear Sir,

Sub: RFQ for Selection of External Auditor for Conducting Review & Assessment of Internal Audit Functions of the Company as per the QAIP for Can Fin Homes Ltd.

Ref: Your RFQ (RFQ– Inspection & Audit-02/2025-26) Dt.

We have carefully gone through the contents of the above referred RFQ and furnish the following information relating to Technical Bid/Specification.

Sl. No	Particulars	Details to be furnished by the Bidder
1	Technical specification as per Annexure-VII	
2	Name of the Bidder	
3	E-mail address of contact persons	
4	Details of: Description of individuals/ business and business background Service profile & Client profile	
5	Approach and methodology for the proposed scope of work along with illustrative deliverables.	
6	Details of similar assignments executed by the bidder/Auditors of the company during the last four years in India (Name of the HFCs/NBFCs, time taken for execution of the assignments and documentary proof from the HFCs/NBFCs are to be furnished)	
7	List of applicant's major customers in last 4 years and details as below may be taken:	

	i)	Name and complete postal Address of the customer.	
	ii)	Name, designation, Telephone, Fax, Telex Nos., e-mails and address of the contact person(customer)	
	iii)	Whether reference letter enclosed.	

Declaration:

- a. We confirm that we will abide by all the terms and conditions contained in the RFQ.
- b. We hereby unconditionally accept that Company can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFQ, in short listing of bidders.
- c. All the details mentioned by us are true and correct and if Company observes any misrepresentation of facts on any matter at any stage, Company has the absolute right to reject the proposal and disqualify us from the selection process.
- d. We confirm that we have noted the contents of the RFQ and have ensured that there is no deviation in filing our response to the RFQ and that the Company will have the right to disqualify us in case of any such deviations.

Date:

Authorised Signatory

Place:

Name & Designation

Seal of the Auditor/Firm/LLP

Scope of Work:

The scope defined below is only illustrative but not exhaustive. Bidders are expected to update and include additional relevant items in these activities to conform to global best practices, currently available knowledge base and the newer laws/regulations that come up during the contract period.

1. The Overview of the Review/Audit

The review shall assess the Internal Audit Functions across governance, risk-based planning, execution, reporting, follow-up, technology use, and compliance with standards such as RBI/NHB guidelines.

2. Assessment of Internal Audit Functions:

Assess the overall internal audit functions of the Company including Audit Planning & Execution, Quality of Audit, Closure of Audit Reports, Structure of Audit Report etc. and recommendations to improve the governance processes on business decision making, risk management and control through implementation of new audit tools/technology thus reducing manual monitoring/compliance testing/transaction testing etc.

3. Compliance & Regulatory Alignments:

Evaluate adherence to RBI/NHB Master Directions/guidelines on RBIA for NBFCs/HFCs, focusing on statutory, regulatory, and internal code of ethics including fraud risk management.

- (i) RBI Master Direction-Non-Banking Financial Company – Housing Finance Company (Reserve Bank) Directions, 2021.
- (ii) Master Directions Fraud Risk Management in Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies) -Dt. July 15, 2024
- (iii) RBI Notification dt. February 03, 2021 regarding Risk Based Internal Audit (RBIA)

4. Sampling Review of RBIA Audits at Branches and a Zonal Office:

External Auditor shall verify **2%** percent of all Risk-Based internal Audits (RBIA) conducted at different category of Branches and a Zonal Office. This verification will specifically evaluate audit methodology, sample selection, findings, recommendations and follow-up actions to assess weaknesses and improvement opportunities. Recommendations must be made to enhance the effectiveness and efficiency of branch and Zonal level audits. This structured sample review provides an evidence-based assessment of audit execution quality and facilitates targeted improvements.

5. Audit Report Evaluation:

Review and evaluate the existing audit reporting framework and recommend enhancements to strengthen the coverage and effectiveness of the RBIA function across all governance layers of the Company.

6. Technology, Automation & Data Security:

Review implementation and security of audit technology platforms, use of analytics, IT audit coverage and cyber compliance processes in line with regulatory directions.

7. Documentation, Record Retention and Accessibility: Assess completeness and accessibility of audit workpapers, proper retention, and readiness for regulatory inspection. Review supportiveness of QAIP documentation for audit findings.

All Functional Requirements are Mandatory and Non-Compliance to any will lead to Disqualification.

Date:

Authorised Signatory

Place:

Name & Designation

Seal of the Auditor/Firm/LLP

(LETTER OF UNDERTAKING ON COMPANY LETTER HEAD)

To

THE ASSISTANT VICE PRESIDENT
INSPECTION & AUDIT DEPT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR MN KRISHNA RAO ROAD
BASAVANAGUDI
BENGALURU-560 004

Sir / Madam,

Reg.: RFQ for selection of Auditor for Conducting Comprehensive Review & Assessment of Internal Audit Function of Can Fin Homes Ltd as per QAIP.

We submit our Bid Document herewith. We understand that

You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.

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

You may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever.

If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.

Vendor means the bidder who is decided and declared so after examination of commercial bids.

Dated at _____ this _____ day of _____ 2025 yours faithfully,

Name:

Signature:

Seal of Company:

(To be submitted by all bidders on their letter head)

To,

THE ASSISTANT VICE PRESIDENT
INSPECTION & AUDIT DEPT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR MN KRISHNA RAO ROAD
BASAVANAGUDI
BENGALURU-560 004

UNDERTAKING

1. I/We _____ (name of the Firm/Individual/LLP/) hereby confirm that all the resource (both on-site and off-site) deployed/to be deployed on Company's project (the RFQ for Engagement of Auditor for Conducting Comprehensive Review & Assessment of Company's Internal Audit Functions as per the QAIP for Can Fin Homes Ltd) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.
2. We further undertake and agree to save defend and keep harmless and indemnified the Company against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Company.

Signature of Competent Authority with Firm/LLP/Individual seal _____

Name of Competent Authority _____

Individual/Firm/LLP/Company / Organization _____

Designation within Firm/LLP/Company / Organization _____

Date _____

Name of Authorised Representative _____

Designation of Authorized Representative _____

Signature of Authorised Representative

Representative

Verified above signature

Signature of Competent Authority _____

Date _____

Covering letter format for Commercial Bid

[Note: This Covering letter should be on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company]

Reference No:

Date:

To

THE ASSISTANT VICE PRESIDENT
INSPECTION & AUDIT DEPT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR MN KRISHNA RAO ROAD
BASAVANAGUDI
BENGALURU-560 004

Dear Sir,

SUB: RFQ for selection of Auditor for Conducting Comprehensive Review & Assessment of Internal Audit Function of Can Fin Homes Ltd as per QAIP

Ref: Your RFQ-QAIP/Inspection & Audit-2/2025-26 Dated

We thank you for providing us an opportunity to participate in the subject RFQ. Please find our commercial offer as per **ANNEXURE-XI** Commercial bid format of the subject RFQ along with this covering letter.

We also confirm that we are agreeable to the payment schedule mentioned in the subject RFQ.

Date

Signature with

seal Name:

Designation:

ANNEXURE – XI – Bill of Material (Indicative)

(Indicative Bill of Material/ Price Schedule)

[Amount Indian Rupees]

Sl. No.	Description	Cost Price			
		Cost in Rs	Tax for Column A		Total Cost in Rs
			B % of tax	C Tax Amt in Rs	
		A			D=A+C
1.	Comprehensive Review & Assessment of Internal Audit Function of Can Fin Homes Ltd as per QAIP				
	TOTAL				

Total Cost D= Rs__YES____(In words Rs__YES_____)

Authorized Signatories

(Name & Designation, seal of the
Individual/Firm/LLP/company)

Date:

Pre-Contract Integrity Pact

(This has to be submitted in the non-judicial Stamp Paper of requisite value in Bangalore, Karnataka)

1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on _____ day of the month _____, 20____, between, M/s Can Fin Homes Ltd., a company incorporated under the Companies Act, 1956, and having its Registered office at 29/1, Sir M N Krishna Rao road, Basavanagudi, Bangalore 560004, with branches spread over India (hereinafter referred to as BUYER which expression shall unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) acting through Shri _____, Can Fin Homes Limited, RO, Bengaluru representing Can Fin Homes Limited, of the BUYER, of the FIRST PART

AND

M/s. _____ represented by Shri _____ Chief Executive Officer/Authorised Signatory (hereinafter called the "BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

1.2. WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) /engage the services and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

1.3. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/public company/Government undertaking/ partnership/ LLP/registered export agency/service provider/Individual, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Companies Act, 1956.

1.4. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of _____ proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

2. NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFQ as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement 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 Contract to be entered into with a view to:-

- 2.1.**Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials 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
- 2.2.**Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following: -

- 3.1.**The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take 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/SELLER/CONTRACTOR/SERVICE PROVIDER 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.
- 3.2.**The BUYER will, during the pre-contract stage, treat all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS alike, and will provide to all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER which could afford an advantage to that particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER in comparison to the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS.
- 3.3.**The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER 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 the BUYER, the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER 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: -

- 4.1.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER 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 the BUYER, 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.
- 4.2.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it 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 the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.
- 4.3.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorized Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER 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.
- 4.5.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER 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.
- 4.6.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.
- 4.7.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

4.10. PREVIOUS TRANSGRESSION

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

- 4.11.** If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

5. EARNEST MONEY

- 5.1.** Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFQ/Tender Documents as Earnest Money, with the BUYER through any of the instruments as detailed in the tender documents.
- 5.2.** The Earnest Money will be valid for period of one year from Bid Submission date and must be extended as required by CFHL (till the onboarding of successful bidder and submission of PBG).
- 5.3.** In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4.** No interest shall be payable by the BUYER to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

6. SANCTIONS FOR VIOLATIONS

- 6.1.** Any breach of the provisions herein contained by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required: -
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.
 - ii. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
 - iv. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER.
 - v. To cancel all or any other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
 - vi. To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.

- vii. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.
 - viii. Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - ix. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
- 6.2.** The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3.** The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7. FALL CLAUSE

- 7.1.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, 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/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

8. INDEPENDENT EXTERNAL MONITORS

- 8.1.** The BUYER has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.
- 8.2.** 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 Pact.
- 8.3.** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.

8.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.

8.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFQ/Tender is being /has been submitted by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors () with confidentiality. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an Impact on the contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.

8.7. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and submit proposals for correcting problematic situations.

9. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

10. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction is Bangalore.

11. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

12. VALIDITY

The validity of this Integrity Pact shall be from the date of its signing and extend up to 6 years or contract period as mentioned in RFQ/Contract or the complete execution of the contract as per the scope defined in this RFQ whichever is later. In case BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after three months from the date of the signing of the contract.

12.1. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at Bengaluru on

BUYER

Name of the Officer

Designation

Can Fin Homes Limited

BIDDER

Chief Executive Officer/Authorised Signatory

Witness

1)

2)

Witness

1)

2)

APPENDIX –A

Instructions to be noted while preparing/submitting **Part A- Conformity to Eligibility Criteria**

The Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the Authorized signatory.

- 1) Index of all the document submitted with page numbers.
- 2) Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the tender documents.
- 3) Checklist as per ANNEXURE-I.
- 4) Bidder's Covering letter as per ANNEXURE-II.
- 5) Pre-Qualification (Eligibility) Criteria declaration as per ANNEXURE-III **with documentary proof in support of the Eligibility Criteria.**
- 6) Bidder Information as per ANNEXURE-IV
- 7) Acceptance of Terms and Conditions as per ANNEXURE-V
- 8) Write up on the Work Experience / Expertise in Conducting Comprehensive Audit in the HFCs/NBFCs.

APPENDIX-B

Instructions to be noted while preparing/submitting **Part B- Technical Proposal**

The Technical Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the Authorized signatory. Technical Offer for this RFQ shall be made as under:

- 1) Index of all the documents submitted with page numbers.
- 2) Technical Bid Covering Letter as per ANNEXURE-VI.
- 3) Compliance to Technical specifications should be complete with all columns filled in as per ANNEXURE-VII.
- 4) Required documents as per technical scoring matrix under clause 8 (Evaluation Criteria)
- 5) Undertaking of Authenticity as per ANNEXURE-VIII.
- 6) KYE Undertaking as per ANNEXURE-IX.

APPENDIX-C

Instruction to be noted while preparing/submitting Part C-Commercial Bid

The commercial Bid should be made in an organized, structured, and neat manner. Brochures / leaflets etc., should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the Authorized signatory.

The suggested format for submission of commercial Offer for this RFQ is as follows:

1. Commercial Bid Covering letter as per **ANNEXURE-X**.
2. Bill of Materials (Indicative) as per **ANNEXURE-XI**.

REQUEST FOR QUOTATION (RFQ) FOR "Selection of External Auditor for Review & Assessment of Internal Audit Functions as per the QAIP for CAN FIN HOMES LTD"

APPENDIX-D

PRE-BID QUERY FORMAT

Sl No	Section and Clause Reference No.	Page No.	RFQ Text	Query	Response to query (to be left To company by the vendor)

Authorized Signatories

(Name & Designation, seal of the
Individual/Firm/LLP/company)

Date:

REQUEST FOR QUOTATION (RFQ) FOR "Selection of External Auditor for Review & Assessment of Internal Audit Functions as per the QAIP for CAN FIN HOMES LTD"

APPENDIX-E

Project Details

Sl no	Name of Auditor in the pay roll of the company as on date of submission of Bid	Whether FCA holding COP	Company (HFCs/ NBFCs) for which Audit Conduct ed	Year of Audit	Scope of Audit in brief	Copy of PO/Reference ltr /proof etc

Authorized Signatories

(Name & Designation, seal of the Individual/Firm/LLP/company)

Date:

APPENDIX-F

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT (hereinafter referred as the "Agreement") is made on this ___ day _____(Month) 202__ (hereinafter referred as the 'Effective Date') between

M/s. Can Fin Homes Ltd, was incorporated in the year 1987, Registered office at 29/1, Sir M N Krishna Rao road, Basavanagudi, Bangalore 560 004. (Hereinafter referred to as the "Disclosing Party") which expression shall, unless repugnant to or inconsistent with the context or meaning thereof and mean include their successors and assigns of the FIRST PART;

AND

_____a company incorporated under the provisions of the Companies Act, 1956, having its registered office at (hereinafter referred to as "Receiving Party") which expression shall, unless repugnant to or inconsistent with the context or meaning thereof mean and include its successors and permitted assigns), of the SECOND PART.

The Disclosing Party and Receiving Party are hereinafter individually referred to as "Party" and collectively as "Parties"

WHEREAS:

- A. Disclosing Party is engaged in the business of Housing Finance Company having its business across various locations of India.
- B. Receiving Party is engaged in Various Audits of HFCs/NBFCs
- C. Disclosing Party has _____ (PURPOSE). Receiving Party has submitted _____

In the process of availing the said services by Receiving Party, the Disclosing Party shall be disclosing certain confidential information to Receiving Party in respect of their business.

NOW, THEREFORE, in consideration for the mutual promises and covenants hereunder the Parties agree as follows:

1. DEFINITIONS

"Confidential Information" means the information disclosed or submitted to the Receiving Party by the disclosing Party, in written, representation, electronic, verbal or other form and includes but not limited to all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, human resource information and any other information disclosed or submitted from the Effective Date of this Agreement or thereafter including without limitation, the information on the contents and existence of this Agreement and analysis, compilations, studies and other documents which contain any Confidential Information. Confidential Information disclosed orally shall be considered Confidential Information only if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within three (3) days of disclosure by the disclosing Party.

"Representative" of a Party means any employee, director, advisor, affiliate, investor, potential financing source or any other person concerned or acting on their behalf

"Affiliates" of either Party means and includes:

Any company which is the holding company or subsidiary of a Party, or

A person under the control of or under common control with a Party directly or indirectly

For the purpose hereof, the expression "control" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or otherwise.

"Agent/Business Associates" means each agent, including distributors, associate distributors and retailers, appointed by CAN FIN HOMES LTD as per the selection criteria for providing Facilities and conducting the Enrolment Process.

"Agreement" means this Agreement; all amendments and modifications made thereto from time to time, the Addendum and Schedules hereto as also all other related documents which are agreed between the Parties to form a part of this Agreement.

"Applicable Laws" means all central, state and local statutes, ordinances, rules, regulations, codes, guidelines, policies, notices, directions, effective orders (not subject to an effective stay), decisions, injunctions, judgments, awards and decrees or other requirements of any authority applicable to a Party in its performance of its own obligations under this Agreement.

"Authority" means any governmental, quasi-governmental, departmental, statutory authority, agency or public body or authority, including, without limitation, courts of competent jurisdiction, the Ministry of Finance, including the Reserve Bank of India (RBI)/NHB.

"Year" shall mean a period of twelve (12) consecutive calendar months.

"Business Day" means a day when the offices of each of Client and the Vendor are open for normal business transactions.

"Working Hours" means 9:30 A.M. to 6:00 P.M. IST on Business Day.

"Dispute" means any dispute, difference, controversy or question directly or indirectly arising at any time hereafter between the Parties or their respective representatives under, out of, in connection with or in relation to this Agreement (or the subject matter of this Agreement) including, without limitation, all disputes, differences, controversies and questions relating to the validity, interpretation, construction, performance and enforcement of any provision of this Agreement, dispute, difference or contention arising between the Parties in relation to any of the provisions of this Agreement or the interpretation hereof, or as to rights, liabilities or duties of the Parties.

"Effective Date" shall have the meaning as assigned to it in Section ____.

"Force Majeure" shall have the meaning as assigned to it in Section ____.

"RBI" means the Reserve Bank of India.

"Term" shall have the meaning assigned to it in Section ____

2. NON DISCLOSURE

The Confidential Information divulged by the Disclosing Party to the Receiving Party will be received and treated by the Receiving Party as confidential and the Receiving Party shall not, without the prior consent of the Disclosing Party or as expressly permitted herein, disclose or make available to any other person, or use or allow others to disclose or use, the Confidential Information in any manner whatsoever other than for the sole purpose as described in clause 2(B) below.

Notwithstanding the provisions of clause 2(A) above, the Receiving Party may disclose the Confidential Information disclosed under this Agreement to its Representatives on a "need to know" basis, for the sole purpose of executing the contract awarded to them by disclosing party.

The Receiving Party and its Representatives shall exercise no lesser security or degree of care than it applies to its own Confidential Information of an equivalent nature, but in any

event not less than the degree of care which a reasonable person with knowledge of the confidential nature of the information would exercise.

The Confidential Information shall not be copied or reproduced by the Receiving Party or its Representatives at any time except on a "need basis" for the purpose of executing the contract awarded to them by disclosing party.

Confidential Information furnished in tangible form shall not be duplicated or caused to be duplicated by Receiving Party or any of its Representatives. Upon the written request of Disclosing Party, Receiving Party shall return all Confidential Information received from the Disclosing Party in any form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. Any documents or other media developed by the Receiving Party containing Confidential Information shall be destroyed by Receiving Party. Receiving Party shall provide a written certificate to Disclosing Party regarding destruction within ten (10) days thereafter.

Notwithstanding anything to the contrary contained herein, the Receiving Party and any of its Representatives shall be entitled to disclose Confidential Information if required by law, rule, regulation (including the regulations of any relevant securities exchange), court order or any order from a regulatory, statutory or governmental authority of any jurisdiction or other legal or judicial process of any jurisdiction.

3. EXCEPTIONS

The Receiving Party's obligations in this Agreement, shall not apply to any information, which:

- a. at the time of its disclosure, is in public domain or which after disclosure becomes part of public domain through no fault of the Receiving Party or its Representatives; or
- b. prior to its disclosure to the Receiving Party in connection with the Transaction was already in the possession of the Receiving Party or thereafter becomes known to the Receiving Party on a non-confidential basis from a source other than the disclosing Party; or
- c. is or has been developed independently by the Receiving Party without reference to or reliance on the disclosing Party's Confidential Information.
- d. The Party using or disclosing any information with reference to any of these exceptions bears the burden of proof to establish that the relevant exception applies.

4. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party shall:

1. Use the Confidential Information solely for the purpose of providing the services under the outsourcing arrangement with the Disclosing Party.
2. Implement and maintain adequate technical, administrative, and physical security measures to protect Confidential Information, in line with RBI Master Direction on Information Technology Governance, Risk, Controls and Assurance Practices

Directions 2023, the Information Technology Act, 2000 and other statutory regulations, DPDP Act, 2023.

3. Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party.
4. Promptly notify the Disclosing Party in writing of any inadvertent or unauthorized disclosure of Confidential Information, or any breach or suspected breach of such confidentiality obligations.

5. LIABILITY

The Receiving Party understands and agrees that neither the Disclosing Party nor any of its directors, officers, employees, agents, advisors or representatives (i) have made or make any representation, warranty or guaranty, expressed or implied, as to the accuracy or completeness of the Confidential Information or (ii) shall have any liability, responsibility or obligation to Receiving Party or its affiliates relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom.

6. INJUNCTIVE RELIEF

The Parties acknowledge that monetary damages alone may be an inadequate remedy for breach of the Receiving Party's obligations under this Agreement. In addition to any other remedy which may be available in law or equity, Disclosing Party shall be entitled to injunctive order or other equitable relief to prevent a breach of this Agreement and to compel specific performance of this Agreement.

7. NOTICE

7.1 All notices or other communications under or in connection with this Agreement shall be given in writing and, unless otherwise stated may be made by letter or facsimile or email. Any such notice or other communication will be deemed effective:

- i. If sent by letter via registered or certified post or by a recognized courier service, when delivered;
- ii. If sent by facsimile, on receipt of a confirmation; and
- iii. If sent by email, upon the same being dispatched from the sender's outbox and the sender not having received any automatic notification that the email could not be delivered upon the same.

Notices or communication may be made to:

If to the Vendor:

If to CAN FIN HOMES LTD:

CAN FIN HOMES LTD Limited,

29/1, Sir M N Krishna Rao Road,

Basavanagudi, Bangalore -560004

Changes in the designated person are to be communicated by the authorized person of the party desirous of changing its designated person to the other party.

8. SUB-CONTRACTORS

The Receiving Party shall not subcontract, transfer, or otherwise delegate the whole or any part of the Services under this Agreement without the prior written consent of the Disclosing Party. The Receiving Party shall ensure that the subcontractor is bound by written contractual obligations consistent with the terms of this Agreement, including but not limited to confidentiality, data security, audit/inspection rights, fraud risk management, and regulatory compliance requirements as per the RBI regulations ("RBI"). The Receiving Party remains fully responsible to the Disclosing Party for the performance of the Services and for any acts, omissions, or defaults of its subcontractors and shall disclose to the Disclosing Party, on a continuing basis, details of all subcontractors engaged for providing Services under this Agreement, including the nature and scope of the subcontracted work.

9. BUSINESS CONTINUITY AND DISASTER RECOVERY

The Receiving party shall establish, maintain, and implement at all times a robust and documented Business Continuity Plan ("BCP") and Disaster Recovery Plan ("DRP") appropriate to the nature, scale, and complexity of the Services, in compliance with applicable laws, regulations, and the guidelines issued by the Reserve Bank of India ("RBI"). In the event of any disruption, disaster, or force majeure event affecting the Services, the Receiving Party shall:

Immediately notify the Disclosing Party of the occurrence and expected impact;

Restore full functionality of the Services within the reasonable time agreed under this Agreement; and

Ensure that data integrity, confidentiality, and security are preserved at all times.

10. EXIT STRATEGY

The Receiving party acknowledges that the Disclosing Party is required under the guidelines issued by the Reserve Bank of India ("RBI") to maintain an effective exit strategy in respect of outsourced arrangements. Accordingly, the Receiving party shall cooperate fully with the Disclosing party in developing, implementing, and executing a smooth transition of the Services without disruption to business operations or customer service.

Upon expiry or termination of this Agreement, for any reason, the Receiving party shall:

- (a) Continue providing the Services, at the Disclosing Party's option, for a transitional period on the same terms and conditions;
- (b) Provide all necessary assistance, documentation, records, data, and technical support required to ensure continuity of the Services;
- (c) Assist the Client in migrating the Services to an alternate Receiving party or in-sourcing the Services, including transfer of knowledge, processes, technology (where applicable); and
- (d) Not withhold or delay the release of any data, information, or assets belonging to the Disclosing Party, its customers, or RBI.

11. FORCE MAJEURE

11.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

11.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Vendor and / or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

11.3 If Force Majeure situation arises, the non-performing Party shall promptly notify to the other Party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing Party shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

11.4 If the Force Majeure situation continues beyond 30 (thirty) days, either Party shall have the right to terminate the Agreement by giving a notice to the other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure.

12. TERM

This Agreement shall remain valid and binding on the Parties until _____ from the Effective Date of this Agreement. The obligations under this Agreement shall survive for a period of one (1) year from the expiry of this Agreement. Provided however that the obligation of the Receiving Party to keep the Confidential Information in confidence as set out in this Agreement shall survive the Term, including any early termination of this Agreement in accordance with the terms hereof.

13. GOVERNING LAW, JURISDICTION & ARBITRATION

This Agreement shall be governed and construed in accordance with the laws of India and the Parties consent to the exclusive jurisdiction of the courts in Bangalore for any dispute arising out of this Agreement. If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually agreed upon. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each Party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. Arbitration shall be held in Bangalore, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the Parties.

15. MISCELLANEOUS

- a. In the event of any conflict or inconsistency between the terms of this RFQ and the Purchase Order/Agreement, the terms of this RFQ shall prevail to the extent of such conflict or inconsistency.
- b. This Agreement may not be amended except in writing signed by both Parties hereto. No failure or delay by any Party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right hereunder.
- c. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. Nothing in this Agreement shall be implied, except as required under statute.
- d. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties. The obligations under this Agreement shall not be assigned or otherwise transferred in whole or in part by Receiving Party without the prior written consent of the Disclosing Party.

Signed and delivered by

M/s _____

Signed by:

Signed and delivered by

Can Fin Homes Ltd

Signed by:

Name.....

Designation.....

Name.....

Designation.....

In the presence of

in the presence of

1.

2.

-----End of the Document-----

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