

Vendor code of conduct

1. Preamble

Model Code of Conduct for the Vendor of Agrim Housing Finance Pvt Ltd (here after referred as “AHFPL”) is a non-statutory code issued by AHFPL for adoption and implementation by vendor of AHFPL while operating as Agents or employees of AHFPL.

2. SCOPE OF APPLICATION

This Code of Conduct (the “Code”) sets out the minimum standards expected from the Agrim Housing Finance Pvt Ltd (“AHFPL”) vendors (“Vendors”) and is part of the AHFPL vendor integrity policies. Failure to comply with the provisions of this Code may preclude Vendors from being eligible for a contract award and may result in a contract being terminated.

3. ETHICAL CONDUCT

Compliance with Applicable Law

Vendors must operate in full compliance with applicable laws, rules, and regulations. (including federal, national, state, provincial and municipal), including, but not limited to: all anti-trust and fair trade policies, all antimony laundering and anti-terrorist financing laws, all anti-bribery and anti-corruption laws, all tax laws, all wage and hour laws, all privacy and information security laws, all environmental laws and all laws that address child labour, forced labour, slavery, human trafficking, equal pay and non-discrimination, and occupational safety and health.

Corruption

Vendors must adhere to the highest standards of moral and ethical conduct and not engage in any form of integrity violations, including, but not limited to, fraud, corruption, coercion, collusion, and obstructive practices.

Gifts, Favour’s, and Benefits

Vendors must not offer or provide any gifts, favour’s, entertainment, hospitality or any other benefits to a AHFPL staff member or their immediate family.

Conflict of Interest

Vendors must disclose to the AHFPL Corporate Procurement unit any situation that constitutes or may appear as a conflict of interest.

Vendors must not be associated, or involved in any way, directly or indirectly, with the preparation of the design, specifications and/or other documents used as part of any selection for which Vendor is submitting a bid or proposal.

4. CONFIDENTIALITY AND NON-DISCLOSURE

- The Service Provider recognizes, accepts and agrees that all tangible and intangible information obtained or disclosed to the Service Provider and/or its Facility Staff, including all details, documents, data, business/customer information, customer transactions, information relating directly or indirectly to AHFL's practices and business trade secrets, know how, strategies, processes, methodologies (all of which are hereinafter collectively referred to as "Confidential Information" and "Confidential Material") which may be communicated and or provided to the Service Provider and/or its Facility Staff may be privy under or pursuant to this Agreement and / or in the course of performance of the Service Provider's obligations under this Agreement shall be treated as absolutely confidential and secret and the Service Provider irrevocably agrees and undertakes and ensures that the Service Provider and all its Facility Staff shall keep the same as secret and confidential and shall not disclose the same, at all, in whole or in part to any person or persons (including legal entities) at any time or use nor shall allow the Confidential Information and Confidential Material to be used for any purpose other than as may be necessary for the due performance of the Service Provider's obligations hereunder. The Service Provider further expressly agrees not to use or cause or allow to be used the Confidential Information or the Confidential Material not in any manner to promote or sell the products or services of any competitor of AHFL. The Service Provider hereby specifically agrees to indemnify and keep AHFL fully indemnified safe and harmless at all times against all/any consequences arising by any breach of this undertaking by the Service Provider and/or its Facility Staff and shall immediately reimburse, pay to AHFL on demand all damages, loss, cost, expenses (including legal costs and expenses) or any charges that AHFL may be required to suffer, pay or incur in connection therewith.
- The provisions of the aforesaid clauses and the indemnity contained therein shall survive the termination and expiry of this Agreement.
- The Service Provider further confirms that its Facility Staff shall have access to the Confidential Information only on a "need to know" basis and to the extent of and only in relation to the specific Service being provided hereunder.
- The Service Provider hereby unconditionally agrees and undertakes that it shall not and ensures that its Facility Staff shall not (if the Facility Staff come to know by any means the terms of this Agreement) disclose or publish the existence or the terms or conditions of this Agreement, or, any information relating to AHFL's business which they may come across in the normal course of performing their duties to any third party. The Service Provider shall without prejudice to its obligations herein indemnify AHFL for any loss, damage or injury caused to AHFL from any disclosure or publication.
- The preservation of Documents and data of AHFL by the Service Provider shall be in accordance with the legal / regulatory obligations of AHFL in this regard.

5. ROTATION

- The Service Provider shall ensure that there is regular rotation of the Facility Staff engaged by it under this Agreement.

6. No misleading statements/misrepresentations permitted

- Mislead the prospect on any service / product offered;
- Mislead the prospect about their business or organization's name, or falsely represent themselves.
- Make any false / unauthorised commitment on behalf of AHFPL for any facility/service

7. Important terms and conditions

1. The Vendor in whose name the appointment letter is issued will ensure that he does not employ any individual having criminal record and/or persons having criminal proceedings pending against them in any Courts or Police Station at any point of time. A thorough check of the background including that of police verification of the employees.
2. The Vendor should furnish list of personnel earmarked for the job of the Company together with their photographs, telephone numbers and their residential address. Should there be any change in the personnel in future, the same is to be intimated to the Company within 24 hours by the services provide Agent together with the photograph, residential address, contact nos. as well as background check and police verification of the new employee
3. The Vendor should issue identity cards to its employees in our approved format, who will be assigned with the task of of the Company and the same will have to be shown to the customers of the Company when the employees call on them.
4. The Vendor should also carry a copy of the notice and the authorisation letter from the Company along with the Identity Card issued to him by the agency firm containing details of the agency including telephone numbers while meeting the customers of the Company.
5. The Vendor should know that upon their appointment as services provider for the Company, his/her name or the name of the Firm (as the case may be) will be published in the website of the Company to make it known to the public at large of his/their authority to services provide on behalf of the Company. Similarly, upon his/her termination, the same will be reflected in the website as well so that the public is informed of not to deal with such Vendor

6. The Vendor and his employees should contact the customers of the Company between 7 hrs to 19 hrs.
7. The Vendor and his employees should respect the Customers privacy and the interaction with him should be in a civil manner
8. If any complaint is received against the Vendor, the Company will not forward any cases to such Agency till the complaint is finally disposed of. However, where the Company is convinced with appropriate proof that the borrower is continuously making frivolous/vexatious complaints, it may allow the vendor to continue with the services even if a grievance/complaint is pending against the Agency.
9. The Vendor or any of his employees are not authorized to use the name and/or trademark and/or logo of the Company in any sales or marketing publication or advertisement in any manner without prior written consent of the Company.
10. The Vendor and his employees will ensure that any information given to them in respect of the borrowers are to be kept as Confidential and the same shall not be misused by the Vendor.
11. The Vendor shall not enter into any Agreement with contractors/sub-contractors in connection with the intent of sub-contracting the assignment for the services required to be provided by the Vendor as per the terms of the appointment.
12. The Vendor shall compensate the Company for any loss and/or damage caused to the Company as a consequence of any misconduct, illegal and/or criminal act or negligence on his part. In the event of such a claim, the Company shall be entitled to realize the same from the future or outstanding payments due to the Vendor