

Request for Proposal: dated: 25.08.2017: National Housing Bank

RFP Reference date:- 25.08.2017

Request for Proposal (RFP)-

**Selection of Agency for Providing Maintenance Services for Civil, Electrical, Plumbing, Carpentry and Miscellaneous Work at Office and Officers' Flats (at various locations) to
NHB**

**Premises Department
Head Office, National Housing Bank
Core 5-A, 4th Floor, India Habitat Centre, Lodhi Road,
New Delhi - 110 003
Phone: 011-24649031-35, 011-39187160
E-Mail: estate.helpdesk@nhb.org.in, Jagdish@nhb.org.in**

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GLOSSARY

Abbreviation	Description
NHB	National Housing Bank
HO	Head Office, Delhi
RRO	Regional Representative Office
PSU	Public Sector Unit
PSB	Public Sector Bank
VC	Video Conference
EMD	Earnest Money Deposit
RFP	Request For Proposal
PBG	Performance Bank Guarantee
OEM	Original Equipment Manufacturer
SLA	Service Level Agreement
ERV	USD-INR exchange rate variation
ORS	Online Reporting Solution
IHC	India Habitat Centre
ITI	Industrial Training Institute
AMC	Annual Maintenance Contract
VOF	Visiting Officer's Flat
ECS	Electronic Clearing Service
TDS	Tax Deduction at Source
EPF	Employee Provident Fund
ESI	Employees' State Insurance

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

The RBI empanelled vender for IFM category III and category IV are eligible to submit this tender. Tenders from other category of contractors shall not be considered and are liable to be rejected summarily without assigning any reason thereof.

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1. IMPORTANT BID DETAILS

1.	Date of commencement of sale of Bidding/Tender/RFP Documents	25.08.2017 onwards
2.	Pre-Bid meeting with Bidders (Date and Time)	05.09.2017
3.	Last date and time for collection of Bidding Documents	12.09.2017 / 16:00 PM
4.	Last date and time for receipt of Bidding Documents	15.09.2017 / 15:00 PM
5.	Date and Time of Bid Opening	15.09.2017 / 16:00 PM
6.	Earnest Money Deposit Amount	Rs. 50,000/-
7.	Place of opening of Bids	National Housing Bank, 5 th Floor, Core 5-A India Habitat Centre, Lodhi Road, New Delhi - 110003

2. ABOUT NATIONAL HOUSING BANK

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

- a. NHB has been established to achieve, inter alia, the following objectives –
- To promote a sound, healthy, viable and cost effective housing finance system to cater to all segments of the population and to integrate the housing finance system with the overall financial system.
 - To promote a network of dedicated housing finance institutions to adequately serve various regions and different income groups.
 - To augment resources for the sector and channelize them for housing.
 - To make housing credit more affordable.
 - To regulate the activities of housing finance companies based on regulatory and supervisory authority derived under the Act.
 - To encourage augmentation of supply of buildable land and also building materials for housing and to upgrade the housing stock in the country.
 - To encourage public agencies to emerge as facilitators and suppliers of serviced land, for housing.
- b. The head office of NHB is located in New Delhi and a regional office located at Mumbai. It has representative offices located at Hyderabad, Chennai, Bengaluru, Kolkata, Ahmedabad and Bhopal.

3. Purpose/Objective:

Bids are invited for providing maintenance services for civil / electrical / plumbing / carpentry and miscellaneous work at 32 NHB Officers' flats at Jangpura Extension, 20 NHB Officers' flats at Vasant Kunj, Sector-D6, 09 flats at Vasant Kunj, Sector A, Pocket B, 2 Officers Flats at Sukhdev Vihar and NHB office premises at IHC Lodhi Road, New Delhi

4. Scope of Work /Deliverables and Job Requirement:

4.1 To provide services for maintenance work (civil, electrical, plumbing, carpentry, miscellaneous etc.) at 32 NHB Officers' flats at Jangpura Extension, 20 NHB Officers' flats at Vasant Kunj, Sector-D6, 09 flats at Vasant Kunj, Sector A, Pocket B, 2 Officers Flats at Sukhdev Vihar and NHB office premises at IHC Lodhi Road, New Delhi.

A broad outline of the scope of the work relevant to both office and residential premises has been detailed in **Annexure I** and a list of approved material to be used by the Service Provider has been given in **Annexure II**.

4.2 Minimum Requirements for Personnel

The Service Provider shall ensure that the personnel to be deployed for the job should meet the minimum requirement as detailed hereunder:-

- (i) One technically qualified preferably Diploma / ITI holder in civil engineering and a well experienced supervisor is required to be deployed full time at least six days in a week. The person should have an E-Mail ID and mobile phone for which no any extra expenses shall be paid by the Bank.
- (ii) One well qualified preferably Graduate with good knowledge of Computer Operator cum helpdesk attendant is required to be deployed full time at least six days in a week for any liasoning work and preparing reports as per bank requirement. The person shall have to attend complaints from NHB officials and needs to forward the same to supervisor / successful Bidder timely any immediately. The person should have a valid E-mail ID and mobile phone for which no expenses will be paid by the Bank.
- (iii) One ITI experienced electrician for the office premises full time for six days in a week has to be deployed. Mobile phone is essential for which no expenses will be paid by the Bank.
- (iv) One ITI experienced electrician each for the Jangpura & Vasant Kunj flats full time six days a week. And they should have a mobile phone for which no expenses will be paid by the Bank. However, on requirement basis he will have to visit Sukhdev Vihar flats.

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- (v) One well experienced carpenter full time at least three days a week for Jungpura Flats and at least three days a week for Vasant Kunj flats. However, on requirement basis he will have to visit Sukhdev Vihar flats.
- (vi) One well experienced carpenter full time six days in a week for office premises at NHB. On emergency he can be deployed / diverted in any emergency at other centers.
- (vii) One well experienced mason on demand and at least Ten days in a month each for Jangpura flats and Vasant Kunj flats / Sukhdev Vihar flats or as and when required.
- (viii) One well experienced plumber full time six days a week for Jangpura flats and one adequately experienced plumber full time six days a week for Vasant Kunj flats. However, on requirement basis he will have to visit Sukhdev Vihar flats.
- (ix) Total three helpers full time at least six days in a week to assist other skilled workers and to attend to other sundry jobs as may be assigned to them from time to time each for Jangpura flats, Vasant Kunj & bank premises including cleaning / shifting of necessary furniture as per requirement on daily basis as per the instructions given .
- (x) One well experienced gardener 6 days in a week to attend gardening work at Jangpura Extension for NHB Premises and surrounding areas. He is also expected to arrange trimming of trees with all necessary tools including grass trimmer in the complex and as directed / requirement.
- (xi) The roster should be prepared of the personnel to be deployed by the Service Provider in such a manner that the desired services should be made available to the Bank for all the seven days in a week.

5. Period of Contract:

The contract will be valid for three (3) years subject to yearly review of the performance of the Service Provider/ personnel being found satisfactory by the Bank.

Date of acceptance of LOA or such other date as may be fixed by NHB shall be date of commencement of the contract ("Starting Date").

Note:

This RFP is not exhaustive in describing the functions, activities, responsibilities and services for which Service Provider will be responsible. The Bidder, by participation in this tender, implicitly confirm that if any functions, activities, responsibilities or services

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not specifically described in this RFP are necessary or appropriate for the proper performance and they will be deemed to be implied by and included within the scope of services under this RFP and Bidder's response to the same extent and in the same manner as if specifically described in this RFP and Bidder's response.

6. Instructions to Bidders

6.1 General:-

- All costs and expenses incurred by the Bidders in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by NHB, will be borne entirely and exclusively by the Bidder.
- Each Recipient acknowledges and accepts that NHB may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible Service Provider(s).
- A Bidder will, by responding to NHB for RFP, be deemed to have accepted the terms of this Bid/RFP and Disclaimer.
- Bidders are required to direct all communications related to this tender, through the nominated Point of Contact persons, mentioned below:

Shri Jagdish, (Desi.): Deputy Manager (Contact details): 011-24629031-35 (1138)	Shri Vishal Goyal, (Desi.): Deputy General Manager (Contact details):011-24649031-35(1037)
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- NHB may, in its absolute discretion, seek additional information or material from any Bidders after the tender/RFP closes and all such information and material provided must be taken to form part of that Bidder's response.

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- Bidders should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
- If NHB, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then NHB reserves the right to communicate such response to all Bidders.
- Queries / Clarification if any relating to submission of bids may be taken up with the Premises Department of NHB between 11:00 AM to 04:00 PM on or before pre-bid meeting.
- NHB may, in its absolute discretion, engage in discussion or negotiation with any Bidder (or simultaneously with more than one Bidder) after the tender/RFP closes to improve or clarify any response.
- Bidder should not have been blacklisted/ debarred from participation in the bid process by any of the Government Departments/Public Sector Undertakings ("PSUs")/Public Sector Banks ("PSBs"/Financial Institutes in India.
- NHB will notify all short-listed Bidders in writing or by mail or by publishing in its website as soon as practicable about the outcome of their RFP. NHB is not obliged to provide any reasons for any such acceptance or rejection.

6.2 Pre-Bid Meeting

For the purpose of clarification of doubts of the Bidders on issues related to this tender/RFP, NHB intends to hold a Pre-Bid meeting on the date and time as indicated above. The queries of all the Bidders, in writing, should reach by e-mail or by post on or before **xx.xx.2017**, on the address as mentioned above. It may be noted that no queries of any Bidder shall be entertained received after the Pre-Bid meeting. Clarifications on queries will be given in the Pre-Bid meeting. Only the authorized representatives of the Bidders, will be allowed to attend the Pre-Bid meeting.

6.3 Soft Copy of Tender/RFP Document

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

6.4 Non-Transferability of Tender/RFP

This tender/RFP document is not transferable.

6.5 Erasures or Alterations

The offers containing erasures or alterations may not be considered. Any interlineations', erasures or overwriting may be considered at the discretion of NHB only if they are initialed by the person signing the Bids. However, any interlineations', erasures or overwriting in any form will not be accepted in the commercial Bid. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. NHB may treat offers not adhering to these guidelines as unacceptable. However, NHB may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This shall be binding on all Bidders and NHB reserves the right for such waivers.

6.6 Amendment to the Bidding/Tender/RFP document

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

6.7 Language of Bid

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

6.8 Right to Alter Location / Quantities

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

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

1. Scope of Work as detailed in **Annexure I**;
2. List of approved materials as prescribed in **Annexure II**;
3. List of Registers to be maintained as prescribed in **Annexure III**;
4. Bidder's information in the format as prescribed in **Annexure IV**;
5. Compliance Statement Declaration in the format as prescribed in **Annexure V**;
6. Commercial Bid covering letter in the format as prescribed in **Annexure VI**;
7. Minimum wages payable to the skilled / semi-skilled / un-skilled / clerical staff as prescribed in **Annexure VII**;
8. The **Commercial Proposal**: to be submitted as per **Annexure VIII**;
9. ECS Mandate in the format as prescribed in **Annexure IX**;
10. Resolution Matrix in the format in **Annexure X**;

The Bidder is required to produce a copy of last income tax clearance certificate. Tax clearance certificate issued by Works Contracts Cell of the Sales Tax Department of NCT of Delhi, if required.

Note: Bids without the EMD amount will be rejected.

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6.10 Bid Currency

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

6.11 Earnest Money Deposit (EMD)

The Bid shall be accompanied by earnest money amounting to Rs. 50, 000/- (Rupees Fifty thousand only) in its proper mode as per details given below.

The Accounts details are given below:

S.No	Type	Particulars
1	Beneficiary Name	National Housing Bank
2	Beneficiary Address	Core 5A, 4th Floor, India Habitat Centre, Lodhi Road, New Delhi 110 003
3	Beneficiary Bank Name	State Bank of India
4	Beneficiary Bank Branch Address	Scope Complex Branch, Ground Floor, Core-6, Scope Complex, Lodhi Road, New Delhi - 110 003
5	Type of Bank Account	Current account
6	Beneficiary Bank A/C No	52142903844
7	IFCS code of Bank branch	SBIN0020511
8	MICR No	110004005
9.	Swift Code:	_____

- (a) The proof of the payment should be enclosed; in the absence of which the Bid may not be considered for further evaluation. The Bidders are also required to submit ECS Mandate Form as enclosed in **Annexure-IX**.
- (b) Any Bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- (c) Request for exemption from EMD will not be entertained.
- (d) Save as otherwise provided herein or in the definitive agreement, the EMD amount of all unsuccessful Bidders would be refunded on completion of the tendering process on or before 30 days post award of work/contract.

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- (e) EMD of successful Bidder shall be retained by the Bank and shall have to be converted into initial security deposit amounting to 2% of the accepted Bid value for 12 months. The balance amount has to be credited by the successful Bidder in the Bank's account within 15 days of issuance of work order for commencing the work.
- (f) The EMD security may be forfeited:
 - If a Bidder withdraws its Bids during the period of Bid validity;
 - If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract;
 - In case of successful Bidder, if the Bidder fails to sign the contract/service level agreement; and

6.12 Period of Validity of Bids

- Prices and other terms offered by Bidders must be valid for an acceptance period of 90 days from the date of opening of the Bids.
- In exceptional circumstances NHB may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.

6.13 Format and Signing of Bids

Bid herein referred to as "**Commercial Proposal**"

The Original Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

6.14 Sealing and Marking of Bids

- The envelop shall be addressed to NHB at the address given below:
 - The Dy. General Manager
 - Premises Department
 - National Housing Bank
 - Core 5A, 3rd Floor, India Habitat Centre
 - Lodhi Road, New Delhi - 110003

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- All envelopes should indicate on the cover the name and address of Bidder along with contact number.
- The Bidder shall seal the envelopes containing Commercial Proposals.
- The envelope should be non-window and separately super scribed as **“Commercial Proposal for Selection of Agency for Providing Maintenance Services for Civil, Electrical, Plumbing, Carpentry and Miscellaneous Work at Office and Officers’ Flats (at various locations) to NHB”**, as applicable.
- If the envelop is not sealed and marked, NHB will assume no responsibility for the Bid's misplacement or its premature opening.
- Bids not sealed properly shall not considered and will stand rejected without recourse.
- The Bidder should quote the rate/ amount in figures as well as in words. In case either of the amounts in words or figures is not quoted, the tender will be deemed as invalid.

6.15 Deadline for submission of Bids

- The Bids must be received by NHB at the addressed specified, latest by 15:00 PM on 15/09/2017. No Bid will be accepted after 15:00 PM on 15/09/2017. If the Bids are received after 15:00 PM, the same will be returned as it is to the Bidder.
- In the event of the specified date for the submission of Bids, being declared a holiday for NHB, the Bids will be received up to the appointed time on the next working day.
- NHB may, at its discretion, extend the deadline for submission of Bids by amending the Bid documents with intimation on NHB’s website, in which case, all rights and obligations of NHB and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

6.16 Late Bids

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

6.17 Modification and/or Withdrawal of Bids:

- A Bidder shall submit only one proposal. If the Bidder submits more than one proposal, all such proposals shall be disqualified.
- No Bid may be modified after the submission of Bids.
- NHB has the right to reject any or all tenders received without assigning any reason whatsoever. NHB shall not be responsible for non-receipt / no delivery of the Bid documents due to any reason whatsoever.

6.18 Opening of Bids by NHB

- On the scheduled date and time, Bids will be opened by NHB Committee in presence of Bidder representatives who will attend the meeting on the specified date.
- **Time, Place & Date of Opening of Bids: Meeting Room on 5th Floor at National Housing Bank, Head Office, New Delhi** as per the details mentioned at Clause 1 of this RFP document.
- The Bidder name and presence or absence of requisite EMD and such other details as NHB, at its discretion may consider appropriate will be announced at the time of Commercial Bid opening.

6.19 Clarification of Bids

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

6.20 Preliminary Examinations

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

6.21 Ownership of Proposal

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

6.22 Instructions to the Bidders

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

Bidders' are advised to study, inspect and examine all the site of residential colonies and office premises and make all investigations regarding the existing site conditions extent of work involved, scope and conditions under which the works are required to be executed, time frame and documentation required to be maintained. No claim for any extra payment of any kind on account of lack of information about the site conditions shall be entertained later on once this tender is accepted by the Bank.

6.23 Price Composition & Variation

The Bidder should quote the price of

- (1) Service charge in percentage term (of the total of the minimum wages/ payments and any other charges) to be made to its personnel to be deployed for providing the required services,
- (2) Fix services component and
- (3) **Final Quote (addition of S.No. 1 and 2)**

under this RFP in the format provided in the **Annexure VIII**. Any deviation may lead to Bid rejection. Also no options should be quoted other than as per the commercial Bid. Wherever options are given, the Bid is liable to be rejected. Only GST will be paid as actual as per statutory revision.

6.24 Timely availability of Support Services

The Service Provider should have proper and adequate support mechanism in place at Delhi/NCR to provide all necessary support as and when so required by NHB.

6.25 Bid Opening & Evaluation

The Bidders or their representatives who are present shall sign register as an evidence of their presence. In the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the appointed time and place on next working day.

The COMMERCIAL BID of short-listed bidders will be opened. The Bank reserves right to accept or reject any technical bid without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the bidders.

6.26 The Basis of evaluation of Commercial Bid:

The amount should be quoted in Commercial Bid format as provided in **Annexure-VIII**.

Note: Bank shall adopt following formula for evaluation of L-1 Bidder.

L1 Criteria - $L1 = 0.4 \times 1st \text{ year rate} + 0.35 \times 2nd \text{ year rate} + 0.25 \times 3rd \text{ year rate}$

In case of discrepancy between figures and words, the amount in words shall prevail. In the event of any tie between various Bidders, the latest annual turnover figure of each such Bidder shall be considered and the bidder with the higher annual turnover shall be identified as the lower ranked bidder (towards L1) amongst them and others in the tie shall be ranked accordingly.

6.27 Modification and Withdrawal

The Bidders are advised to submit the Bids only after the Pre-Bid Meeting as the Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No Bid will be modified after the submission of Bids. No Bidder shall be allowed to withdraw the Bid, if Bidder happens to be successful Bidder.

6.28 Revelation of Prices

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

6.29 Terms and Conditions of the Bidding firms

The Bidding firms are not required to impose their own terms and conditions to the Bid and if submitted will not be considered as forming part of their Bids. The Bidders should also describe clearly in what respect and up to what extent the equipment and services being offered differ/ deviate from the specifications laid down in the specifications and requirements.

6.30 Local conditions

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

6.31 Contacting NHB or putting outside influence

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

6.32 Proposal Content

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

6.33 Banned or Delisted Bidder

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

6.34 Compliance with Laws

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

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

6.35 False / Incomplete statement

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

- a. If such statement is found at the tender stage, his total earnest money shall be forfeited and tender will be summarily rejected.
- b. In case such a statement is found at the contract stage appropriate action as decided by NHB shall be applicable.

7. Commercial Terms and Conditions

Bidders are requested to note following commercial terms and conditions.

7.1 Charges/Price

- a) The charges/price quoted by the Bidder should include all type of costs.
- b) The charges/price should be valid for full contract period of 3 years.
- c) The price should be inclusive of all applicable taxes/duties/levies transportation, insurance, etc. as per commercial Bid.
- d) The price quoted by the Bidder shall remain fixed during the Bidder's performance of the contract i.e., for a period of 3 years and extended if required by NHB, except for change due to change in minimum wages defined by the Govt. of NCT Delhi/respective State Govt. from time to time.
- e) Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- f) For any future requirement , order will be placed at the contracted rate as mentioned in the Commercial Proposal & as per applicable terms of this RFP. Failure in accepting the order will attract terms of penalty & termination of this RFP/contract, at discretion of NHB.

7.2 Payment Terms

Any payment will be released only post-signing of SLA (Annexure XI). Payment will be made on monthly basis as per the following payment terms.

Payment terms are as follows:

The bills together with all necessary details and documents shall be submitted on a monthly basis within 15 days of the succeeding month positively. The successful Bidder will also attach a separate sheet in prescribed format regarding the materials fixed in course of execution of the work during the months of billing period.

All payments shall be made through ECS after completion of the month and taxes shall be deductible at source as per the prevalent rules. Proper Stamped receipt is required to be given by the successful Bidder in a reasonable time.

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All monthly bills should be accompanied with the certificate declaring that the wages to their personnel are being paid as per the Minimum Wages Act and required deductions under EPF, ESI etc. have been made/remitted as per the statutory requirement and deposited with appropriate authorities, along with the copy of the challans for the payments/ contributions made towards EPF/ESI etc.. It may be noted that the **Bank will process the payments only after being satisfied that the payment of wages has been made to the personnel deployed by the Service Provider as per the Minimum Wages Act and after doing the online check of necessary contributions have been made towards EPF and ESI.** On submission of the monthly bill along with the certificate as required, the payment will be released by the Bank after such verification and deduction of applicable taxes in accordance with the provision of income tax act / rules on the subject.

7.3 Payment in case of termination of contract

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

8. General Terms and Conditions

8.1 The Bidder must be registered under/with: -

- (i) Contract Labour (Regulation & Abolition) Act, 1970
- (ii) Employees Provident Fund Organization;
- (iii) Employees State Insurance Corporation; and
- (iv) Under Shops & Commercial Establishment Act.

He should be able to submit proof of depositing PF (Provident Fund) & ESI (Employee's State Insurance) of its employees they propose to deploy at NHB within two months from the date of acceptance of the Tender.

8.2 The Bidder organization must be GST compliant.

8.3 The Bidder must have a valid PAN.

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- 8.4 The Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures. Failure to furnish all information required in the RFP documents, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information as part of response to this RFP document may result in rejection of the proposal.
- 8.5 All such amendment shall become part of the RFP and same will be notified on NHB's website. The Bidders are required to have a watch on NHB's website for any such amendment.
- 8.6 The Bidder must take into consideration each and every line of this RFP document while preparing commercial proposal. Bidder is requested to get any issue clarified by NHB before submitting their responses. The Bids submitted should be complete in all respect as required under the RFP. It will be sole responsibility of the selected Bidder to deliver each and everything as per the scope of work during the contracted period. NHB will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right direction.
- 8.7 NHB reserves the right to extend the dates for submission of responses to this document.
- 8.8 NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.
- 8.9 NHB shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. NHB reserves the right to make any changes in the terms and conditions of purchase. NHB will not be obliged to meet and have discussions with any Bidder, and or to listen to any representations. NHB reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of NHB in this regard is final and no further correspondence in this regard will be entertained.

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8.10 The maintenance contract shall include all types of routine preventive and breakdown maintenance works, generally encountered in the office and residential premises. Necessary skilled/ semiskilled technician & helper required for carrying out these works shall be employed by the successful Bidder to avoid any hardship to the users of the buildings. However, the contract does not include the following in the case of office premises at IHC:

1. Lifts
2. Central air conditioning plants.
3. Generator plant.

8.11 On faithful and satisfactory execution of assignments under contract in all respects, the EMD of the selected Bidder will be released (if not forfeited due to any reason as provided herein) by NHB after a period of 30 days after completion/execution of the assignments/contract.

8.12 The Bidder must deploy manpower having requisite qualification, experience, skill-set etc.

8.13 NHB reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of NHB, the information furnished is incomplete or the Bidder does not qualify for the contract.

8.14 The Commercial Bids will have to be signed on all pages of the Bid by the authorized signatory. Unsigned Bids would be treated as incomplete and would be rejected.

8.15 By submitting a proposal, the Bidder agrees to promptly contract with NHB for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract/service level agreement with NHB, will relieve NHB of any obligation to the Bidder, and a different Bidder may be selected.

8.16 Time and quality of the service are the essence of this agreement. Failure to do so will be considered as breach of the terms and conditions of the contract.

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- 8.17 NHB reserves the right to form a panel of two Bidders for the proposed job which shall remain valid for the period as decided by the Bank.
- 8.18 If any defects are observed in the job executed, the successful Bidders shall have to rectify, repair / replace the same at their own risk / cost & consequences satisfactorily within a time frame allotted by the Bank. Repairs which are outsourced shall have to be carried out through the authorized service centre of the respective companies / products.
- 8.19 During the execution of any job as described in contract and after the completion of the said work, the surplus materials / debris of the work should be handled by the successful Bidder in such a manner so that it does not create any public disturbances / inconvenience to the occupants of these flats. Rubbish/Debris should be compulsorily disposed off as per local laws at suitable approved municipal dumping ground. No extra payment shall be made on this account within the scope of this work. All unserviceable articles arising out of repairs and replacement in the premises/sites will have to be stored in the basement of maintenance room at Jangpura for disposal, whenever required / undertaken.
- 8.20 The schedule of deployment of the personnel shall be as per the requirement of work and may be planned in consultation with the Premises Department of the Bank. The Bank shall have the option to order deployment of the personnel according to its needs either in the office or residential premises on a day to day basis. No conveyance expenses to successful Bidder of any type shall be admissible for the movement of the personnel from one place to another or from residence to the place of work or to any travel undertaken by them for discharging their duties assigned to them.
- 8.21 The successful Bidder shall have to ensure that their workmen are available at the site from 9.30 A.M. to 6.30 P.M. with half an hour lunch break. A deduction on account of any absence / sudden disappearance from the work site / place for more than ½ hour from duty, shall attract deduction of Rs. 1500/- per day for skilled workers and Rs.750/-

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per day for un-skilled workers from the monthly bill of the successful Bidder on account of disappearance / absence of their workers. This will be at the discretion of the Bank.

8.22 Any materials / parts required to be replaced by the successful Bidder in the work, shall be of standard quality and of approved brand and manufacture of standard quality as approved or suggested by the Bank. The cost of material/ part replaced (other than the items mentioned in clause 6 in scope of work in Annexure-I) shall be paid separately to the successful Bidder on production of relevant copies of the bills/cash memos from the shop and utilization certificate by the occupant officers/officers of the Bank. The bills submitted by the successful Bidder should be as per applicable latest Standard Approved Rates (SAR) of RBI New Delhi as on date (if available).

8.23 If the rates of such particular items are not available in the SAR, than the payment shall be considered on the prevailing local market rates of the area for which successful Bidder has to submit copies of the relevant purchased Bills / challans / delivery slip. Bank shall consider to pay reasonable cartage on case to case basis / item involved, 15% profit and overhead charges (CP&OH) and applicable GST on submission of proper documentary evidence.

8.24 Any Single purchase costing more than Rs. 2500 /- (Rupees Two Thousand Five Hundred only) shall be done by the successful Bidder after obtaining prior written approval / permission from authorized official of NHB. The Bank shall have also the option to arrange supply of materials/parts if it so desired. Plants purchased shall be separately paid on actual basis by the Bank with necessary cartage charges.

If the successful Bidder is required to furnish any quotation for any item / work to the Bank then successful Bidder has to ensure furnishing the same immediately within 3 to 4 working days.

The successful Bidder shall be approachable at all times through land line and mobile phone & should be able to render required services even in odd hours considering the same as in emergency.

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- 8.25 Turnaround time for resolving such complaints shall be around 48 hours. This also include making / preparing duplicate keys of any locks as per requirement. For this successful Bidder has to have at least 2 to 3 contact person of this specialized job considering the seriousness involved.
- 8.26 All necessary tools, tackles, scaffolds, jhula, brush, broom, ladders, trolleys, instruments/multi-meter and required equipments for timely execution of the work including any sundry items shall have to be arranged by the successful Bidder within his quoted rates and no extra payment will be made for this. All other necessary required tools for attending any specific job at any location of the Bank has to be ensured/arranged by the successful Bidder within this scope of the work.
- 8.27 Periodical checkups of all necessary installations is required to be done by the supervisor and any shortcoming / serious issue likely to be cropped up in near future is required to be reported to the Premises department well in advance to take timely remedial measures so that least inconvenience is caused to the occupants & their family.
- 8.28 Successful Bidders have to arrange cleaning of existing Sewer-lines, Gully traps, man holes either manually or through mechanical means atleast once in two months or on need base basis whoever is earlier. The sewerage needs to be collected in a sewage tanker through suction pumps. The courtyard also needs to be got cleared and cleaned in this process. This also includes cleaning up of all basements either dry or wet. In no case flooding of basement has to take place due to back flow of sewage / rainy water during the rainy season.
- 8.29 The successful Bidder has to plan out the works in such a manner that proper timely coordination is maintained with other such agencies working at the respective locations. Successful Bidder is required to give prior intimations to the Pest Control Agency so that work is not delayed & effective & efficient results are achieved.
- 8.30 The successful Bidder shall comply with all rules and regulations regarding safety and security of his personnel and shall have to arrange for proper and sufficient insurance cover note etc. for them at their cost and NHB will not be responsible in any manner in

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case of any mishappening to his employees. Successful Bidder has to ensure Insurance cover of personal accident policy for their these workers which are being deployed for the Bank's work for sum of minimum Rs. 2,00,000/- per person will be in the joint name of successful Bidder & NHB. Photocopies of the insurance policies / money receipt is required to be submitted within 21 days of commencement of this contract.

8.31 Deep cleaning (with cleaning and disinfecting material) of toilet installations, flushing tanks, tube lights, fans, exhaust fans, geysers, name plates on main gates of Bank and officer's flats, seat, WC pan , wash basin, mirror, kitchen chimney at VOF etc. is required to be attended monthly.

8.32 The successful bidder shall be responsible for providing the prompt and effective functioning of the personnel deployed by him. He shall be responsible for the quality of the work done by their personnel. Any change of personnel will have to be suitably substituted by a proper and competent person. This has to be notified to NHB before a week's time. **The successful bidder will issue the uniform as approved by the Bank at his cost as also photo identity card to all workmen with other relevant details.** All other necessary relevant information of the maintenance staff is required to be given to the local police station / Bank in the prescribed format on commencement of the contract.

8.33 The Bank shall have the right to debar/ get replaced any person deployed by the successful bidder for work at the premises/sites, if his/her work and if their conduct is not found to be satisfactory.

8.34 The personnel engaged by the successful bidder will be under direct supervision and control of the successful bidder.

8.35 At the time of awarding contract the firm shall submit Names, passport size photographs, 2 references from respectable person known to them and other relevant required details in the Bank's prescribed format, as also certificates (photo copies) of the Technicians & all persons who are to be deployed at NHB site.

8.36 **Penalty**

I. If the successful Bidder fails to attend / provide any emergency services during odd

hours or closed holiday within a reasonable time (of about two hours) on receiving the complaint, this will be viewed seriously by the Bank and a penalty of Rs 5000/- can be imposed at the discretion of the Bank per occasion.

- II. In case of theft, the Bank reserves the right to recover the amount from the selected agency.

8.37 Removal and/or Replacement of Personnel

- a) If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the personnel deployed, the Service Provider shall forthwith provide as a replacement a person of equivalent or better qualifications. The temporary resource shall be of equivalent qualifications and shall be paid the agreed rate of the personnel being replaced.
- b) If NHB finds that any of the personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the personnel, then the Service Provider shall, at NHB's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to NHB.
- c) For any of the personnel provided as a replacement under Clauses (i) and (ii) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Service Provider may wish to claim as a result of such replacement, shall be subject to the prior written approval by NHB. Except as NHB may otherwise agree, (i) the Service Provider shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.
- d) Any change of personnel will have to be suitably substituted by a proper and competent person. This has to be notified to NHB before a week's time.

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8.38 The successful Bidder shall be responsible to abide by the provisions of the Labour Laws and Minimum Wages Act etc. Any amendment in this regard shall be considered by the Bank on production of sufficient documentary evidences of Govt. gazettes as being declared from time to time as applicable to the State as far as the personnel employed by him for these works are concerned. Any penalty due to this violation shall be recovered from the successful Bidder's due payments / deposits. Such lapse on the part of the successful Bidder shall be viewed seriously by the Bank.

8.39 Acceptance of Work Order/Letter of Award

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

8.40 Definitive Agreement

The successful Bidder will sign Service Level Agreement (SLA) in the format as provided in **Annexure XI** with NHB within 15 days of the letter of award (LoA) or within such extended period as may be decided by NHB. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by successful Bidder. Copy of Board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and non-disclosure agreement, should be submitted.

8.41 Taxes

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

8.42 Liquidated Damages

If the Service Provider fails to complete the due performance of the contract in accordance with the specifications and conditions agreed, NHB reserves the right to recover damages maximum upto 25 % of monthly bill value for non-performance/delayed performance.

8.43 Use of Contract Documents and Information

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

8.44 Assignment

The Service Provider shall not assign/subcontract, in whole or in part, its obligations to perform under the contract, except with NHB's prior written consent.

Annexures

Annexure - I

SCOPE OF WORK

CIVIL & ELECTRICAL MAINTENANCE WORK:--

NHB OFFICE PREMISES at 3rd, 4th & 5th floor, IHC, Lodhi Road, NEW DELHI and -

Officers' flats, Jangpura Extension -	32 no
Officers' flats, Vasant Kunj----- Sector-D, Pocket-6	20 no
Officers' leased flats, Vasant Kunj - Sector A, Pocket B	09 no
Officer's flat at Sukhdev Vihar	02 no

A broad outline of the scope of the work is given in the following paragraphs. This is relevant to both the office and the residential premises:

- i. Checking, cleaning, servicing, periodical inspection, testing and arranging preventive maintenance, necessary repairs and removing / replacement of parts etc., ensuring continuous and effective functioning of all electrical fittings and fixtures in the flats / office premises and apartment / land etc. including earthing, wiring, circuit breakers) dressing of wire/cables. Distribution switch boards, switches etc. all complete **once in a month**.
- ii. To arrange periodical inspection for taking up preventive maintenance for shampoo washing / cleaning of sofas / chairs / carpets / Venetian blinds / upholstery of all workstation at HO **and VOF** Premises on all floors etc. and brasso cleaning of brass articles at HO and VOF etc. all complete needs to be carried out atleast once in a month or whenever required / directed in a particular month.
- iii. Proper upkeep, periodical inspection and testing and taking preventive maintenance measures wherever required and necessary, repair and replacement of cabling wherever required, ensuring trouble free functioning / supply of electric power, running of water motors and pumps, water supply and cleaning of drains etc. complete. Unlocking and locking of meters compartment while accompanying the meter reader for taking meter reading.
- iv. Proper maintenance, periodical inspection and testing, taking preventive measures wherever necessary, servicing, cleaning, repair and replacement of parts etc. to ensure continuous and smooth functioning of all the plumbing and sanitary pipes and fixtures including all overhead

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tanks, storage tanks, motors/pump sets/water meters/inspection chambers/manholes (which are inside NHB, Premises)/gully traps etc. in the building and apartment lands. Successful Bidder shall have to also maintain registers regarding complaints received / when attended pertaining to current leakage, Tank leakage, Tank & Sumps cleaning, flooding of basements (if any), water, sewerage, water supply and sanitary installations etc. complete. Signatures needs to be obtained in the register by the successful Bidder from the occupants of the flat against all work done and carried out.

- v. Cleaning of all the water tanks and underground sumps once in three months by mechanical means in all NHB officer's flats. No extra payment towards labour shall be made in this regard. In case of none cleaning of Tank & Sumps a recovery of Rs. 1000/- per water Tank and sump will be levied & this amount will be deducted from monthly bill of the successful Bidder.
- vi. Cleaning of all roofs top, backyards and walls, malbas/plants/shrubs etc. to be attended on each month without failure as a routine maintenance.
- vii. To keep Proper maintenance by arranging periodical inspection and testing, taking preventive measures wherever necessary, repair and replacement of parts etc. of the interior works (including furniture in the office premises), doors, windows, cupboards, shelves and other joinery items including stoppers, shutters, hinges/bolts and nuts, lock, handles, glass panes, repairing and making of furniture etc. complete.
- viii. The successful Bidder has to arrange regular servicing/oiling/repairing/replacement (with parts as required free of cost) to all the installed items such as geysers in flats (approx 02 no in each flat), ceiling fans (Approx 4/5 no in each flat), Tube lights approx 6/7 in each flat) exhaust fans, water lifting Monoblock pumps atleast once in a month.

The repair/replacing of defective motors/pumps, geysers, ceiling fans, exhaust fans, tube lights, Taps, Bibcock, Ball cock, showers handle, capacitors, Water Tank covers, flushing arrangement shall be done by the successful Bidder free of cost. However replacement item only shall be provided by the Bank.

In case, any pumps/ motors/ tube light / ceiling fan/geysers are beyond economical repair in that case Bank will request the successful Bidder for its replacement.

- ix. Registers for complaints, works executed etc. (for each month) and a stock register for unserviceable articles arising out of repairs and replacement (in approved format) for the residential premises have to be maintained. The registers have to be presented to the Bank for scrutiny on 10th day of every month or as and when demanded by the Bank authorities.

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- x. Proper Liaison to be maintained with Delhi Jal Board, BRPL, BSES, NDMC, MCD, DDA, IGL, HPL, Sanchar hat etc. for works relating to NHB properties. No separate conveyance will be paid for this purpose.
- xi. To undertake any other work assigned to the agency from time to time related to maintenance and services for the flats and the office premises.
- xii. In case of any emergency, Agency has to depute their Technical persons to sites at any odd hours to attend any emergency requirements of the Bank for required immediate repairs, defects & to resolve the problem.
- xiii. Handing over/taking over possession of Bank's flats at New Delhi as advised & guided by Bank's staff needs to be arranged as per the requirements.
- xiv. Outside labour force required for specific Lifting/shifting of chairs, tables, furniture items, almirahs and related items etc as required & as directed has to be arranged and ensured. This will be paid extra on case to case basis as per the requirement of time. Wages for daily labour shall be paid on the basis of local minimum prevailing wages as being declared by the local Govt.
- xv. Successful Bidder has to ensure keeping one set of standby arrangement for attending any emergency at every site like motors/pumps, geysers, ceiling fans, exhaust fans, tube lights etc. in his store so that least of inconvenience is caused to the Bank / occupants.
- xvi. The old material taken out on replacement shall have to be taken by the Successful Bidder and its adjustments shall be carried out from the monthly Bills of the Successful Bidder as per SAR of Local RBI.

Annexure-II

LIST OF APPROVED MATERIALS

S. No.	Material		Brand Name
Civil and plumbing items			
1.	Cement	:	ACC, Ambuja, Ultatech
2.	Wall tiles	:	Kajaria, Nitco, Somany
3.	OBD	:	Asian Paints, Berger Paints, Shalimar Paints,
4.	Synthetic Enamel Paint	:	Asian Paints, Berger Paints, Nerolac, Shalimar Paints
5.	Plastic Emulsion paint	:	Shalimar Paints, Asian Paints, Berger Paints, Nerolac
6.	Water proofing cement paint	:	Snowcem, Durocem
Electric Items			
7.	Circuit Breaker, MCB, Distribution Boards, ISOLATOR, MCB CHANGEOVER, SPN, TPN,		BHEL, Bajaj, Wipro, Siemens, Crompton Greaves, Kelvin,
8.	Lighting		Philips, Wipro, Osram, Havells, Bajaj, Surya, SYSKA
9.	Electric wire - single core 3 core		Havells, Coleman Cable, Sterile Technologies Ltd., K-FLEX, Finolex
10.	Industrial cables (HT 3 core, HT single core) LT power cables - Copper)		Havells, Coleman Cable, Sterile Technologies Ltd., K-FLEX, Finolex
11.	Switches, sockets, Modular sheets, Top		Crabtree (in HO), Anchor, Roma, MK, Havells, Legrand, Philips, Schneider
* All other items mentioned in RBI SAR are required to be provided by the Bidder as per the requirement / directives of the Bank.			

Annexure III

List of Registers to be maintained by selected AMC vendor during AMC

S. No.	Work Description	Nos. of registers	Location	frequency
1.	Attendance register	1	HO and at Officer's flats	Each Month
2.	cleaning of existing Sewer-lines, Gully traps, man holes either manually or through mechanical means	2	One no. for Jangpura Extn & Sukhdev Vihar and One for D-6 and Sec-A, Pkt-B, Vasant Kunj	once in two months or need basis whoever is earlier
3.	Deep cleaning (with cleaning and disinfecting material) of toilet installations, flushing tanks, tube lights, fans, exhaust fans, geysers, name plates on main gates of Bank and officer's flats, seat, WC pan , wash basin, mirror, kitchen chimney at VOF	2	One no. for Jangpura Extn & Sukhdev Vihar and One for D-6 and Sec-A, Pkt-B, Vasant Kunj	Each Month
4.	Checking, cleaning, servicing, periodical inspection, testing and arranging preventive maintenance, necessary repairs and removing / replacement of parts etc., ensuring continuous and effective functioning of all electrical fittings and fixtures in the flats /office premises and apartment / land etc. including earthing, wiring, circuit breakers) dressing of wire/cables. Distribution switch boards, switches etc. all complete	2	One no. for Jangpura Extn & Sukhdev Vihar and One for D-6 and Sec-A, Pkt-B, Vasant Kunj	once in a month
5.	shampoo washing / cleaning of sofas / chairs	1	HO and VOF	At least once in a

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	/ carpets / Venetian blinds / upholstery of all workstation at HO and VOF Premises on all floors etc. and brasso cleaning of brass articles at HO and VOF etc.			month or whenever required / directed in a particular month
6.	Cleaning of all the water tanks, underground sumps	2	One no. for Jangpura Extn & Sukhdev Vihar and One for D-6 and Sec-A, Pkt-B, Vasant Kunj	once in three months
7.	Cleaning of all roofs top, backyards and walls, malbas/plants/shrubs etc.	2	One no. for Jangpura Extn & Sukhdev Vihar and One for D-6 and Sec-A, Pkt-B, Vasant Kunj	once in a month
8.	Regular servicing/oiling/repairing/replacement (with parts as required free of cost) to all the installed items such as geysers in flats (approx 02 no in each flat), ceiling fans (Approx 4/5 no in each flat), Tube lights approx 6/7 in each flat) exhaust fans, water lifting Monoblock pumps atleast	2	One no. for Jangpura Extn & Sukhdev Vihar and One for D-6 and Sec-A, Pkt-B, Vasant Kunj	once in a month
9.	Registers for complaints, works executed etc.	3	One no. for Jangpura Extn & Sukhdev Vihar and One for D-6 and Sec-A, Pkt-B, Vasant Kunj	for each month
10	Stock register for unserviceable articles arising out of repairs and replacement	1	HO and officer's flats	For each month
	Total	18 registers		

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Annexure IV

Bidder Information

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

S. No.	Information	Particulars / Response
1.	Company/ Agency Name	
2.	Date of Incorporation	
3.	Type of Company [Govt/PSU/Pub. Ltd / Pvt. Ltd/partnership/proprietary]	
4.	Registration No. and date of registration. Registration Certificate to be enclosed	
5.	Address of Registered Office with contact numbers [phone /fax]	
6.	Registration No. under Shops & Commercial Establishment Act (Proof to be enclosed)	
7.	Licence No. under Contract Labour Act (Regulation And Abolition), 1971 (Copy of licence)	
8.	EPFO Registration No. (Proof to be enclosed)	
9.	ESIC Registration No. (Proof to be enclosed)	
10.	PAN No	
11.	GST No.	
12.	GST State of Registration	
13.	Principle Place of Business	
14.	Contact Details of Bidder authorized to make commitments to NHB	
15.	Name	
16.	Designation	

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17.	FAX No													
18.	Mail ID													
19.	Company Head Office and Addresses Contact Person(s) Phone Fax E-mail Website													
20.	Provide the range of services /options offered by you covering service description and different schemes available for:	Yes / No / Comments (if option is 'No')												
21.	Any pending or past litigation (within three years)? If yes please give details Also mention the details of claims and complaints received in the last three years (About the Company / Services provided by the company).	Yes/No/Comments (if option is 'Yes') (If option is 'Yes' Bidder may Not be considered)												
22.	Please mention turnover and Net Profit/Loss for last three years and include the copies of Balance Sheet in support of it.	<table border="1"> <thead> <tr> <th>Year</th> <th>Turnover</th> <th>Net Profit /Loss(-)</th> </tr> </thead> <tbody> <tr> <td>2014-15</td> <td></td> <td></td> </tr> <tr> <td>2015-16</td> <td></td> <td></td> </tr> <tr> <td>2016-17</td> <td></td> <td></td> </tr> </tbody> </table>	Year	Turnover	Net Profit /Loss(-)	2014-15			2015-16			2016-17		
Year	Turnover	Net Profit /Loss(-)												
2014-15														
2015-16														
2016-17														

Audited/CA certificate of Balance sheet and Profit & Loss accounts for last 3 years to be submitted. Further, documentary support in respect of all the information furnished in table above are to be provided and these documentary supports should be acceptable to the Bank.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Annexure - V

COMPLIANCE STATEMENT DECLARATION

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

Authorized Signatories

(Name & Designation, seal of the company)

Date:

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Annexure -VI

Commercial Bid Covering Letter

The Deputy General Manager
National Housing Bank,
Information Technology Department
Head Office
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,
New Delhi - 110003

Dear Sir,

Commercial Bid - _____ Service

We, the undersigned, offer to provide maintenance services (including civil/electrical/plumbing / carpentry and misc. work) in Bank's office and officer's flat , in accordance with your Request for Proposal [_____Insert RFP Number] dated [_____], and our Proposal (Technical and Commercial Proposals). The Total fee is inclusive of all taxes, duties, charges and levies (as applicable and payable under the local laws) and out of pocket expenses that we might incur and there will be no additional charges.

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

Yours faithfully,

For

Signature

Name

Address

(Authorised Signatory)

Date:

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Annexure -VII

Minimum wages payable to the skilled / semi-skilled / un-skilled / clerical staff

Vendor is required to make payment to their supporting manpower as per the minimum wages act as applicable. As on date rates for skilled / semi-skilled / un-skilled / clerical staff is indicated below. Vendor are required to make the payment on the basis of these rates. Any increase / decrease shall be adjusted by the bank on getting the Govt. notification in this regard.

	Category for minimum wages	OFFICE	JANGPURA STAFF QTRS	VASANT KUNJ AREA	SUKHDEV VIHAR 2 FLATS	Total nos.	Pay scale	Total
SUPERVISOR CIVIL	Clerical, Graduated and above		1			1	17604	17604
ELECTRICIAN	Workmen, Skilled	1	1	1		3	16182	48546
CARPENTER	Workmen, Semi-Skilled	1		1		2	14698	29396
PLUMBER	Workmen, Semi-Skilled		1	1		2	14698	29396
HELPER	Workmen, Un-Skilled	1	1	1		3	13350	40050
GARDENER	Workmen, Semi-Skilled		1			1	14698	14698
computer operator cum Helpdesk Attendant	Clerical, Graduated and above		1			1	17604	17604
								197294

Note - Sukhdev Vihar labour to be deputed from other site

Annexure -VIII

Commercial Bid Format

Name of work: Providing Maintenance Services for Civil, Electrical, Plumbing, Carpentry and Miscellaneous Work at Office and Officers' Flats (at various locations) to NHB

a. Labour Component:

Sl.no.	Payment Details	Amount/percentage to be paid (Personnel)		
	Wage slab as per minimum wages:			
1.	Basic wages plus variable dearness allowance (basic plus variable DA) *	Rs 1, 97, 294/- as notified under minimum wage rates as prevailing on date in the State.		
2.	PF *	13.15 % of S.No. 1		
3.	ESIC *	4.75 % of S.No. 1		
4.	Labour component *	Rs 1, 97, 294/- + 17.90 %		
		1st year	2nd year	3rd year
5.	**Service charges (has to be quoted in financial bid)% of S. No. 4 (Labour Component) **			
6.	Total Labour component (S.No. 4 + S.No. 5 in absolute terms)			

* Change shall be effected as per Delhi govt. minimum wage slab or any Statutory Bodies

** Vendor should quote % service charge for every year

b. Fix services Component

Sl.no.	Payment Details	Amount/percentage to be paid (Personnel)		
		1 st Year	2 nd year	3 rd year
	Material Component			
1.	Material charges proposed to be charged by the vendor to the Bank for providing necessary routine AMC services with materials required to be provided as per the scope of work defined in Annexure II (scope of work) for Bank's HO Premises and 32 flats (26 flats + 2 duplex flats of VOF + 1 Duplex flat for ED residence) at Jangpura Extn., 20 flats at D-6, Vasant Kunj, 9 flats at Sec-A, Vasant Kunj and 2 flats T Sukhdev Vihar, New Delhi.			

c. Final Quote (Labour component Plus Fix services Component)

Sl.no.	Payment Details	Amount/percentage to be paid (Personnel)		
		1 st year	2 nd year	3 rd year
1.	Total Labour component as per table 1.			
2.	Material Component as per table 2.			
3.	Grand Total (S.No. 1 and S.No. 2)			

Note: - separate material bill should be generated based on actual usage which are not covered in fixed services.

L1 Criteria - $L1 = 0.4 \times 1st\ year\ rate + 0.35 \times 2nd\ year\ rate + 0.25 \times 3rd\ year\ rate$

All GST (as applicable) shall be payable by the Bank. However reversed mechanical tax and TDS shall be adjusted from the due payment of the vendor.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

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Annexure - IX

[To be submitted along with Bid]

ECS MANDATE

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

(Please fill in the information in CAPITAL LETTERS)

1. Name of the Bidder _____

2. Address of the Bidder _____

City: _____ Pin Code: _____

E-mail id: _____

Phone /Mobile No. _____

Permanent Account Number (PAN) _____

GST Registration No. _____

TIN No. _____

3. Particulars of Bank Account

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

B. Name of the Bank: _____

C. Name of the Branch: _____

D. Address of the Branch with Tel No. _____

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

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

G. MICR No. _____

H. IFSC Code of the bank branch: _____

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

I/We hereby declare that the particular given above are correct and complete. If the transaction

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is delayed or not effected at all by ECS for reasons of incomplete or incorrect information, I/we would not hold National Housing Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RTGS/NEFT.

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

Place:

Date:

Authorized Signatory/ies

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

Bank's Stamp:

Date:

Signature of the Authorized Official of the Bank

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Annexure X

Resolution Matrix

[To be submitted along with Bid]

We declare that we will adhere to following resolution matrix during our service contract period with NHB. The minimum number of Electrician, plumber, helper, carpenter, computer operator cum helpdesk attendant & Supervisor to be deployed as per details given below.

AREA	SUPERVISOR CIVIL	ELECTRICIAN	CARPENTER	PLUMBER	HELPER	GARDENER	COMPUTER OPERATOR CUM HELPDESK ATTENDANT
OFFICE	Daily (To control all the sites)	DAILY	DAILY	To be /deputed from other area on demand.	DAILY	NIL	DAILY*
JANGPURA STAFF QTRS	----	DAILY	3 DAYS IN A WEEK	DAILY	DAILY	6 Days in a week	---
VASANT KUNJ AREA	----	DAILY	3 DAYS IN A WEEK	DAILY	DAILY	NIL	---
SUKHDEV VIHAR 2 FLATS	----	As and when required	As and when required	As and when required	As and when required	NIL	---

* Six days in a week. However roster should be prepared in such a manner that the personnel to be deployed by the Service Provider should be made available to the Bank for all the seven days in a week.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Annexure XI

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

Service Level Agreement

THIS SERVICE LEVEL AGREEMENT (hereinafter referred to “the **Agreement**”) is made on this _____ day of the month of _____, 201_, between,

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

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

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

WHEREAS

- (A) NHB is desirous of engaging a consultant/service provider for carrying out the day to day maintenance work of its HO office premises located at 3rd, 4th & 5th Floors, Core-5A, India Habitat Centre, Lodhi Road New Delhi 110003 & officers flat located at various places (Jangpura, Vasant Kunj and Sukhdev Vihar) in accordance with the Request for Proposal no. _____ on _____(date)(includes Corrigendum/ Clarification issued) (hereinafter collectively referred to as “**RFP**”) (attached hereto as **Appendix I**).
- (B) The Service Provider, after being selected through open tendering process by way of floating the RFP by NHB followed by evaluation of Technical and Commercial Bids of the Bidders, has accepted/agreed to provide the services on the terms and conditions set forth in in the RFP, and the letter of award no. _____ dated _____ (“LoA”) (attached hereto as **Appendix- II**) issued by NHB;
- (C) The Service Provider has accepted and agreed to provide the Services in accordance with terms and conditions of RFP and the LoA.

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- (D) In terms of the RFP, NHB and the Service Provider have agreed to enter into this definitive service level agreement in the manner hereinafter appearing:

NOW THEREFORE the Parties hereby agree as follows:

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- (c) “Personnel” means persons hired/to be hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.
- (d) “Services” or “Scope of Work” means and includes the scope of work to be performed by the Service Provider as described/set out in Clause 4 of the RFP.
- (e) “Starting Date” means the date referred to in Clause-1.3.3 hereof;
- (f) “Third Party” means any person or entity other than NHB and the Service Provider.

1.2 Principles of Interpretation

In this contract, unless the context otherwise requires:

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

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

1.3 Purpose

- 1.3.1 It is hereby agreed that the Service Provider shall provide the maintenance services (including civil/electrical/ plumbing / carpentry and misc. work) to NHB as set out in the RFP to maintain the premises and properties of the Bank at Head Office located at 3rd -5th Floors, Core-5A, India Habitat Centre and its Officers' Quarters located at Jangpura Extn., New Delhi-110014,

1.3.2 Performance of the Scope of Work

The Service Provider shall provide the services as set out in the Scope of Work in terms of the RFP during the Term of this contract.

1.3.3 Term/Period of Contract

The contract with the Service Provider shall for a period of _____ years (“Term”) with effect from _____ (“the Starting Date”). unless the period is further extended in accordance with this Agreement at the discretion of the Bank. However, it is clarified that the payment will be made on pro-rate basis only from the date when actually the personnel will be deployed.

1.3.4 Contract Price

In consideration of the Services to be provided as stated herein, the Service Provider shall be paid monthly charges based on the _____ provided at Annexure A to the Agreement. From the second month onwards, the payments to the Service Provider shall be released only after the Service Provider has submitted the proof/bank statements having paid the wages as per minimum wages applicable and other statutory contributions in

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form of challans for the previous month to/in respect of the employees/personnel deployed under this Agreement. On submission of the monthly bill along with the certificate as required, the payment will be released by the Bank subject to its satisfaction that the payment of wages to personnel deployed by the Service Provider has been made as per Minimum Wages Act and also after online verification that the contributions towards EPF and ESI have been duly made. All the payments to be made shall be subject to deduction of applicable taxes in accordance with the provision of income tax act / rules on the subject. In case the Service Provider fails to provide such proof of previous month, the Bank reserves the right to withhold the payments to the Service Provider from the next month onwards until submission of such proof to the satisfaction of the Bank.

The charges for personnel shall be revised suitably as and when there is an increase in the minimum wages by the Govt. of NCT of Delhi during the validity of contract and such revised rate shall be effective only from the date as may be notified by the Govt. of NCT of Delhi.

1.4 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between NHB and the Service Provider. The Service Provider, subject to this Agreement, has complete charge of personnel to be engaged by the Service Provider for performing the Services and shall be fully responsible for the works to be performed by them or on their behalf hereunder and also for the quality of the work done by their personnel. The personnel engaged for the maintenance works by the successful Bidder, shall be the employees of the successful Bidder and there will be no liability to this effect on the part of NHB in any case. The Successful Bidder shall also be responsible for Employee Provident Fund (EPF) and Employees' State Insurance (ESI) contributions regularly as applicable.

The Service Provider shall continue to be responsible for the personnel in respect of the terms and conditions of their services, payments, attendance, medical care, disciplinary matter etc. They shall remain fully under the administrative, financial control and supervision of the Service Provider and shall be at no time, be treated as the employees of the Bank and also shall have no claim to be regularized in the services of the Bank. The Service Provider shall comply with all rules and regulations regarding safety and security of his personnel and shall have to arrange for proper and sufficient insurance cover note etc. for them at their cost and NHB will not be responsible in any manner in case of any mishappening to his employees. Successful Bidder has to ensure Insurance cover of personal accident policy for their these workers which are being deployed for the Bank's work for sum of minimum Rs. 2,00,000/- per person will be in the joint name of successful Bidder & NHB. Photocopies of the insurance policies / money receipt is required to be submitted within 21 days of commencement of this contract.

1.5 Language

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

1.6 Headings

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

1.7 Notices

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

For NHB:

Attention: _____

Facsimile: _____

For the Service Provider:

Attention: _____

Facsimile: _____

1.7.2 Notice will be deemed to be effective as follows

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

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

1.8 Location

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

1.9 Authority of Service Provider

The Service Provider hereby authorizes _____ to act on their behalf in exercising the entire Service Provider's rights and obligations towards NHB under this contract, including without limitation the signing letters, execution of agreement, receiving of instructions and payments from NHB etc.

1.10 Taxes and Duties

The Service Provider and the personnel shall pay the any other taxes or other impositions levied under the existing, amended or enacted laws, except GST, during life of this Agreement and NHB shall perform such duties in regard to the deduction of such tax as may be lawfully imposed from the due payment of the Service Provider .

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Agreement will become effective for the date of signing by both the Parties. In case the Agreement is signed in different dates, the same will be effective from the date it is signed by the last Party.

2.2 Commencement of Services

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

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause-2.8 hereof, this contract shall expire on the expiry of the Term as stated on Clause 1.3.3.

2.4 Entire Agreement

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

2.5 Modification

Modification of the terms and conditions of this contract, including any modification of the scope of the Services/Scope of Work, may only be made by written agreement between the Parties and shall not be effective until the consent of the Parties has been obtained. Pursuant to Clause-5.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Suspension

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

2.8 Termination

2.8.1 By NHB

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

- (a) If the Service Provider fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause-2.7 here-in-above, within thirty (30) days of receipt of such notice of suspension or within such further period as NHB may have subsequently approved in writing;
- (b) If the Service Provider becomes insolvent or bankrupt or enters into an agreement with its creditors for relief of debt or take advance of any law for the benefit of debtors or goes into liquidation receivership whether compulsory or voluntary;
- (c) If the Service Provider fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause-7 hereof;
- (d) If the Service Provider submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the Service Provider knows to be false;
- (e) In the event it comes to the notice of the Bank that any of the representations and/or warranties made by the Service Provider either in the Bid Documents or in the subsequent correspondences are found to be false and/or the Service Provider/its employees are found to be involved in any fraudulent or criminal act, NHB reserves the right to terminate the contract.
- (f) If NHB, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

2.8.2 Cessation of Rights and Obligations

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

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

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- (b) The obligation of confidentiality set forth in Clause-3.7 hereof,
- (c) Any right which a Party may have under the Applicable Law.

2.8.3 Cessation of Services

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

2.8.4 Payment upon Termination

Upon termination of this contract pursuant to Clauses-2.8.1 hereof, NHB shall make the following payments to the Service Provider:

- (a) Remuneration pursuant to Clause-4 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) Reimbursable expenditures pursuant to Clause-4 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) Except in the case of termination pursuant to paragraphs (a) to (d) of Clause-2.8.1 hereof reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract including the cost of the return travel of the Service Provider's personnel and their eligible dependents.

3.0 OBLIGATIONS OF THE SERVICE PROVIDER

3.1 Standard of Performance

- (a) The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency in accordance with generally accepted norms and standards recognized professionally. The Service Provider shall always act, in respect of any matter relating to this contract or to the Services, as faithful advisers to NHB, and shall at all times protect the premises and properties from outsiders/trespassers. The Service Provider shall maintain

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up to-date record of its employees as per the Shops & Establishment Act and will discharge all obligations under various labour Laws viz. EPF Act, ESI Act, Gratuity Act, Bonus Act, Workmen's Compensation Act, Contract Labour (Regulation & Abolition Act), etc or under any other State/Union Legislation in respect of its employees and shall produce these records for verification as when demanded by the Bank.

- (b) The Service Provider shall be responsible for all acts of commission and/or omissions by its employees leading to loss and/or damage to Bank's properties/employees and/or third parties and shall meet all liabilities arising out of such omissions and/or commissions.
- (c) The Service Provider shall alone decide and be responsible for the leave or absence of the its employees and the Bank shall not in any way be responsible for sanction of leave, etc. to the Service Provider's employees.
- (d) The Service Provider shall maintain proper records /details of its employees deployed by him for the purpose .It shall submit monthly bills to the Bank giving details of its employees deployed and the payment claimed for each of them. However in case of any discrepancy in the bill detected by the Bank, the payment will be released to the Service Provider within 10 days from the date of resolving the discrepancy by the Service Provider.
- (e) The Service Provider shall be fully and absolutely responsible for the payment of salary and other statutory dues to its employees like salary/wages, bonus, arrears, overtime, employment/terminal benefit, compensation or other claims of whatsoever nature to its employees and the Bank will not undertake any liability in relation to such matters.
- (f) The Service Provider's employees shall not claim any employment relationship with the Bank under any circumstances. The Service Provider shall obtain and retain with him a written undertaking/declaration from each of the its employees deployed that he is a permanent employee of the Service Provider and the written undertaking in original shall be given to the Bank, where he is deployed.
- (g) The Service Provider hereby undertakes to ensure payment of wages to its employees in compliance with Minimum Wages Act and other relevant statues in force and modified/amended or revised from time to time as per enactment of Central/State Governments.
- (h) The Service Provider hereby undertakes further that additional/excess payment over the contracted amount, which may arise due to extraneous reasons during

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the currency of this agreement shall be borne by the Service Provider alone and the Bank shall not be liable to pay any excess amount other than the difference between the revised Basic Pay, VDA (as may be fixed by the Govt. of NCT of Delhi), EPF and ESI (as fixed by other Statutory Bodies) vis-à-vis the rates prior to revision and the difference in Service Charges & the GST.

- (i) The Service Provider shall pay the monthly wages to its employees deployed by crediting the Savings Bank Account of the employees with any bank.
- (j) The Service Provider shall submit printed receipts for all the payments received from the Bank. **The Service Provider shall also furnish the proof of having paid the wages to the its employees engaged by them within one week of the disbursement of the wages to them and proof of having paid the statutory dues to the concerned authorities on monthly basis.** Non-payment of monthly wages/statutory dues by the Service Provider to its employee deployed with Bank will make this contract null and void and will result in termination of the contract with the Bank with immediate effect and the Bank will not be required to make any payment to the Service Provider thereafter.

3.2 Law Governing contract

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

3.3 Conflict of Interest

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

3.4 Service Provider Not to Benefit from Commissions, Discounts etc.

The payment of the Service Provider by NHB shall constitute the Service Provider's only payment in connection with this contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this contract or to the Services or in the discharge of their obligations under the contract,

and the Service Provider shall use their best efforts to ensure that its Personnel similarly shall not receive any such additional payment.

3.5 Service Provider and Affiliates not to be otherwise interested in Project

The Service Provider agrees that, during the term of this contract and after its termination, the Service Provider and its affiliates shall be disqualified from providing goods, works or services resulting from or directly related to the Service Provider's Services for the preparation or implementation of the Project.

3.6 Prohibition of Conflicting Activities

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

3.7 Confidentiality

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

3.8 Insurance to be taken out by the Service Provider

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

3.9 Liability of the Service Provider

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

3.10 Indemnification of NHB by the Service Provider

The Service Provider shall indemnify NHB and shall always keep NHB, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) a wrongful action, negligence or breach of contract by the Service Provider or its personnel, including for any breach of any confidentiality; and/or (ii) any negligence or gross misconduct attributable to the Service Provider or its personnel; and/or (iii) any claim made by employees who are deployed by the Service Provider against the Bank; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statues/various labour laws by the Service Provider to its employees.

3.11 Service Provider's Actions Requiring Owner's Prior Approval

The Service Provider shall not enter into a sub contract for the performance of any part of the Services, without the prior approval of NHB. However, the Service Provider can hire the services of Personnel to carry out any part of the services. The Service Provider shall remain fully liable for the performance of the services by its personnel pursuant to this contract.

3.12 Service Provider's Personnel

The Service Provider shall ensure that personnel/employees engaged by him in the project/contract, have appropriate qualifications and competence as stipulated under the RFP and are in all respects acceptable to NHB. Any such personnel resigns from his job and leaves the Service Provider, the Service Provider will provide NHB with another personnel of equivalent knowledge and experience acceptable to NHB as his substitute.

The Service Provider shall strictly comply with all applicable labour laws and such other laws in relation to the services to be provided and the personnel engaged by the Service Provider and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and

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will not be any privity of contract for any purpose and to any intent between the Bank and said personnel so engaged by the Service Provider.

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

3.13 Transfer of this Agreement:

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

4.0 OBLIGATIONS OF NHB

4.1 Consideration:

In consideration of the Services performed by the Service Provider under this Agreement, NHB shall make to the Service Provider such payments and in such manner as specified in Clause 1.3.4 of this Agreement.

5.0 FAIRNESS AND GOOD FAITH

5.1 Good Faith

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

5.2 Operation of the contract

The Parties recognize that it is impractical in this contract to provide for every contingency which may arise during the Term of this contract, and the Parties hereby agree that it is their intention that this contract shall operate fairly as between them and without detriment to the interest of either of them and that, if during the tenure of this contract either Party believes that this contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no-failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause-7 hereof.

5.3 Severability:

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

6.0 JURISDICTION AND APPLICABLE LAW

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

7.0 SETTLEMENT OF DISPUTES

All disputes and/or differences, which may arise out of, in relation to, or in connection with this Agreement, or the breach thereof, shall be settled amicably. If, however, the parties are not able to solve them amicably without undue delay, the same shall be settled by arbitration in accordance with the rules & procedures under the Indian Arbitration & Conciliation Act, 1996 (as amended from time to time). The place of the arbitration shall be at New Delhi. The Arbitration Tribunal shall consist of sole i.e. 1(one) arbitrator appointed by mutual consent of both the parties. The award of arbitrator made in pursuance thereof shall be final and binding on the parties. All costs of the arbitration shall be borne equally by the Parties.

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

Request for Proposal: dated: 25.08.2017: National Housing Bank

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF NATIONAL HOUSING BANK [OWNER]

By _____
Authorized Representative

FOR AND ON BEHALF OF _____ [SERVICE PROVIDER]

By _____
Authorized Representative

Place:

Date: