

**Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai**

**RFP Reference no:- NHB(MRO)/Premises/ OUT03077 /2020 dated February 14, 2020**

**Request for Proposal (RFP)- Civil, Painting and Repair works in residential flats at Borivali, Mumbai.**

**Deputy General Manager**  
National Housing Bank  
Third Floor,  
Bombay Life Building, 45,  
Veer Nariman Road,  
Fort, Mumbai-400 001.  
Phone No. +91-22- 22851560-62  
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## Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai

### GLOSSARY

Abbreviation	Description
NHB/Bank/ Owner/ employer	National Housing Bank
Engineer in Charge/NHB Official	The Official of National Housing Bank who shall sign the contract on behalf of National Housing Bank.
contractor	Successful tenderer who is awarded the contract to perform the work covered by these tender documents and shall include the contractor's personal representatives, successors, executors, administrators and will be referred to as if of masculine gender and singular number through the tender documents.
TENDERER/Bidder	Means a party or parties submitting an offer for the work covered by the tender/RFP documents.
HO	Head Office, Delhi
MRO	Mumbai Regional Office
Site	Site shall mean the site where the works are to be executed
PSU	Public Sector Undertaking
PSB	Public Sector Bank
Notice in Writing	or written notice shall mean a notice in writing, type or printed characters sent (unless delivered personally or otherwise provided to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
EMD	Earnest Money Deposit
RFP	Request For Proposal
PBG	Performance Bank Guarantee
AMC	Annual Maintenance Cost
OEM	Original Equipment Manufacturer

**Interpretation:** the terms RFP, Tender, Bid, Project 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.

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### **1. IMPORTANT BID DETAILS**

1.	Date of commencement of sale of Bidding/Tender/RFP Documents	14.02.2020
2.	Date and time for Pre-Bid meeting with Bidders and Visit of Sites	24.02.2020: 1130 Hrs
3.	Last date and time for sale of Bidding Documents	12.03.2020: 1800 Hrs
4.	Last date and time for receipt of Bidding Documents	12.03.2020: 1800 Hrs
5.	Date and Time of Technical Bid Opening	13.03.2020 : 1130 Hrs
6.	Cost of RFP ( Non Refundable)	2000/-
7.	Earnest Money Deposit Amount (Refundable ,Pl see clause5.11)	1,00,000/-
8.	Place of Pre bid meeting/opening of Bids	National Housing Bank, Third Floor, Bombay Life Building, 45, Veer Nariman Road, Fort, Mumbai-400 001.

**Note: -**

- Bids will be opened in the presence of Bidders who choose to attend as above. The above schedule is subject to change. Notice of any changes will be informed through publishing on NHB's website. Further, please note that Commercial Bid opening Date, Time & Venue will be intimated to the technically qualified Bidders at a later date.
- All data/information, submitted vide documentary proofs/company records along this RFP, must be reported & will be treated as on date of publication of this RFP.

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### **2. National Housing Bank**

National Housing Bank (NHB ), a statutory institution, is a wholly owned subsidiary of the Government of India, established under National Housing Bank Act, 1987 ("the Act") .

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

### **3. Scope of Work:**

Bank invites bids for following work in its 10 flats at Borivali , Mumbai. Approximate built up area of flats is 700 Sq Ft. per flat.

#### **Painting work :-**

- Plaster repairing work in patches area with cement mortar 1:4 (1cement: 4 coarse sand).
- Providing and applying crystalline mortar for sealing cracks.
- Preparing the surface smooth by scraping sand-papering and filling the unevenness and undulation with special putty and P.O.P ,providing and applying base coat of oil based cement primer of approved manufacture and two or more coats of oil bound distemper of approved make.
- Preparing the surface smooth by scraping sand-papering and filling the unevenness and undulation with special putty and P.O.P, providing and applying one coat of cement primer and thereafter providing and applying two or more coats of 1st quality plastic emulsion paint of approved make.
- Providing and applying base coat metal primer and two or more coats of 1st quality synthetic enamel paint of approved make and shade to steel work, viz. grills, gates, weld-mesh, rolling shutters etc.

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- Providing and applying base coat of wood primer and two or more coats of 1st quality synthetic enamel paint of approved make and shade to wooden surfaces to wood work, doors and window frames exposed to atmosphere, bathroom doors.

### **B. Repairing work:-**

- Repairing/ Replacing all rusted/damaged/cracked Carpentry, Plumbing, Electrical and Masonary fittings and fixtures of approved make as described in the BOQs.

### **C. Wooden Work:-**

- Providing and fixing kitchen cabinet Bottom Unit/Over wall unit of approved make as described in the BOQs.

### **D. Masonry Work:-**

- Providing and fixing mosquito proof stainless steel Jalli on window/ doors as described in the BOQs.
- Providing and installing Nylon net for protection from Birds in Balcony area as described in the BOQs.
- Providing and fixing 8mm thk. Vitrified wall tiles as damaged portion as described the BOQs.

## **4. Defect Liability Period:**

12 months from the date of completion as certified by NHB. Any defect or fault which may appear during 12 months from the date of completion of work in full as specified under the contract, arising in the opinion of the Bank's official from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's official, within such reasonable time as shall be specified therein, be rectified and made good by the contractor at his own cost and in case of default, the Bank may employ and pay other persons to rectify and make good such defects/faults and damages, loss and expenses consequent there upon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Bank, or may be deducted by the Bank upon the Bank's Officer certificate in writing from any moneys due or that may become due to the contractor. The contractor shall remain liable under the provisions of this clause notwithstanding the signing by the Bank's Officer any certificate or passing of any accounts.

## **5. Instructions to Bidders**

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### 5.1 General :-

- All costs and expenses incurred by the Bidders in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by NHB, will be borne entirely and exclusively by the Bidder.
- No binding legal relationship will exist between any of the Bidders and NHB until acceptance of job order, except the pre-contract Integrity Pact to be submitted along with the Bid. Post evaluation and finalization of the Bids and identification of the successful Bidder, the Integrity Pact will form part of the definitive agreement to be signed by the successful Bidder. For the other Bidders, the pre-contract Integrity Pact will be binding on them for any acts/omissions committed by the Bidder in violation/breach of the said pre-contract Integrity Pact in relation to the Bid submitted.
- Each Bidder acknowledges and accepts that NHB may in its absolute discretion vary selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible bidder.
- Every Bidder will, by submitting his Bid in response to this RFP, be deemed to have accepted the terms of this RFP and the Disclaimer.
- Bidders are required to direct all communications related to this RFP, through the nominated Point of Contact persons, mentioned below:

Name : Kishor N Kumbhare Designation : DGM Email ID: kishor.kumbhare@nhb.org.in Phone Number: +91-22- 22851560-62	Name : Hemkumar G Designation : Regional Manager Email id: <a href="mailto:hemkumar.gopalakrishnan@nhb.org.in">hemkumar.gopalakrishnan@nhb.org.in</a> Phone Number: +91-22- 22851560-62
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- NHB may, in its absolute discretion, seek additional information or material from any Bidder/s even after the tender/RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- Bidders should provide details of their contact person, telephone, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
- If NHB, in its absolute discretion, deems that the originator of any query will gain an advantage by any response to such query, then NHB reserves the right to communicate such response to all Bidders.

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- Queries / Clarification if any, may be taken up with the contact person/s detailed above before the deadline for submission of Bids between 1030 Hrs to 1730 Hrs on Monday to Friday, excluding public holidays.
- **Bidder should not have been banned or delisted by any Government, Quasi Government agencies, Statutory, Regulatory, PSUs or PSBs and its subsidiaries.**
- 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.

### **5.2 Pre-Bid Meeting**

For the purpose of clarification of doubts of the Bidders on issues related to this tender/RFP, NHB intends to hold a Pre-Bid meeting on the date and time as indicated in the RFP. The queries of all the Bidders, in writing, should reach by e-mail or by post on or before February 21, 2020 on the address as mentioned above. It may be noted that no query of any Bidder shall be entertained after the Pre-Bid meeting. Clarifications on queries will be given in the Pre-Bid meeting itself. Only the authorized representatives of the Bidders will be allowed to attend the Pre-Bid meeting.

Before submitting the offer/bid, vendors may visit NHB's Borivali, Mumbai site on the day fixed for Pre Bid Meeting, where this work is to be executed.

### **5.3 Soft Copy of Tender/RFP Document**

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

### **5.4 Non-Transferability of Tender/RFP**

This tender/RFP document is not transferable.

### **5.5 Erasures or Alterations**

The offers containing erasures or alterations may not be considered. Any interlineations', erasures or overwriting in technical Bids may be considered at the discretion of NHB only if they are initialed by the person signing the Bids. However, any interlineations', erasures or overwriting in any form will not be accepted in the commercial Bid. There should be no

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

### **5.6 Amendment to the Bidding/Tender/RFP document**

- At any time prior to the deadline for submission of Bids, NHB, for any reason, may modify the Bidding/Tender/RFP document, by amendment or corrigendum.
- The amendment will be posted on NHB's website [www.nhb.org.in](http://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 of any omission by Bidder/s.
- NHB at its discretion may extend the deadline for the submission of Bids.
- NHB shall not be liable for any communication gap. Further NHB reserve the right to scrap the tender or drop the tendering process at any stage without assigning any reason.

### **5.7 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.

### **5.8 Right to Alter Location/Quantities**

NHB reserves the right to alter the quantities 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.

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

1. Bidder's information in the format as prescribed in **Annexure I**;
2. Compliance Statement Declaration in the format as prescribed in **Annexure II**;
3. List of Deviations, if any, in the format as prescribed in **Annexure III**;
4. Undertaking in **Annexure IV**;

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5. The **Commercial Bid Covering letter as per Annexure V**
6. **Commercial Bid Format as per Annexure VI**
7. ECS Mandate in the format as prescribed in **Annexure VII**;
8. Resolution Matrix in the format in **Annexure VIII**;
9. Pre-Contract Integrity Pact (wherever applicable) in the format in **Annexure IX** (*The Pre-Contract Integrity Pact should be submitted neatly typed in on Rs.100/- non-judicial stamp paper duly signed by the authorized signatory and the same will be signed on behalf of NHB subsequently. The date of execution should be the date as mentioned in the Technical Bid by the Bidder*)

**Note: Bids without the EMD and Cost of RFP amount will be rejected summarily.**

### 5.10 Bid Currency

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

### 5.11 Earnest Money Deposit (EMD)

- (a) All the Bids must be accompanied by a refundable interest free security deposit (EMD) of Rs. 1,00,000/- (Rs. One Lakhs only), by way of an e-payment in favour of **National Housing Bank**.
- (b) Further, Bidders are required to submit non-refundable interest free cost of RFP of Rs. 2000/- by way of an e-payment in favour of **National Housing Bank**

The Accounts details are given below:

Table 3

S.No	Type	Particulars
1	Beneficiary Name	National Housing Bank
2	Beneficiary Address	Third Floor, Bombay Life Building, 45, Veer Nariman Road, Fort, Mumbai-400 001.
3	Beneficiary Bank Name	Canara Bank
4	Beneficiary Bank Branch Address	Mumbai Tamarind Lane Branch, Fort, Mumbai - 400 001.
5	Type of Bank Account	Current Account
6	Beneficiary Bank A/c No	0239201003212
7	IFCS code of Bank branch	CNRB0000239

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- (c) The proof of the payment should be enclosed and put in the envelope containing the Technical Bid; in the absence of which the Bid may not be considered for further evaluation. The Bidders are also required to submit ECS Mandate Form as enclosed in Annexure-VII.
- (d) Any Bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- (e) Any request for exemption from EMD will not be entertained.
- (f) Save as otherwise provided herein or in the definitive agreement, the EMD amount of all unsuccessful Bidders would be refunded on completion of the tendering process on or before 15 days post award of work/contract.
- (g) Save as otherwise provided herein or in the definitive agreement, the EMD amount of the successful Bidder will be refunded after satisfactory execution of the work.
- (h) The EMD security may be forfeited:
  - If Bidder withdraws its Bid/s during the period of Bid validity;
  - If Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract;
  - In case of successful Bidder, if the Bidder fails to deliver and installation of items to the satisfaction of Bank; and
  - In case of any breach of the pre-contract Integrity Pact.

### **5.12 Implementation schedule**

- 6 weeks from the date of commencement of the work.
- Date of commencement – 3rd day from date of award of work or date of handing over the site of work whichever is later.

The onus of cooperation with other contractor for any disciplines in the services lies on the tenderer.

### **5.13 Period of Validity of Bids**

- Prices and other terms offered by Bidders must be valid for a period of six months from the date of opening of commercial Bid for acceptance by NHB.
- In exceptional circumstances NHB may solicit the Bidders' consent for extension of the period of validity. Any such request and response thereto shall be made in writing. The

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Bid security/EMD provided shall also be extended.

### 5.14 Format and Signing of Bids

Each Bid shall be submitted in two parts:

- **Part I:** consists of proof of EMD and cost of RFP, all Annexures except Annexures V and VI. The above contents will be referred to as **“Technical Proposal”**.
- **Part II :** Covering only the Commercial Bid herein referred to as **“Commercial Proposal”**, which shall comprise Annexures V and VI only.
- The Original Bids shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the Bids shall put their initials on all pages of the Bids, except for un-amended printed literature.

### 5.15 Sealing and Marking of Bids

- Master envelope shall be addressed to NHB at the address given below:  
Deputy General Manager  
Third Floor,  
Bombay Life Building,  
45, Veer Nariman Road,  
Fort, Mumbai-400 001.

All envelopes should indicate on the cover the name and address of Bidder along with contact number.

- **The Bidder shall seal the envelopes containing Technical and Commercial proposals separately and shall put both the proposals in single master envelope .**
- The envelope should be non-window and separately super scribed as **“Technical Proposal for Civil, Painting and Repair works in residential flats at Borivali, Mumbai and “Commercial Proposal for Civil, Painting and Repair works in residential flats at Borivali, Mumbai ”**, 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 be considered and will stand rejected without recourse.

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### **5.16 Deadline for submission of Bids**

- The Bids must be received by NHB at the addressed specified, not later than the last date of Bid submission as indicated above.
- 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.

### **5.17 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.

### **5.18 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 and time.  
**Place of Opening of Technical Bids: National Housing Bank,  
Third Floor, Bombay Life Building,  
45, Veer Nariman Road, Fort, Mumbai-400 001.**
- The Bidder name and presence or absence of requisite EMD, RFP cost and such other details as NHB, at its discretion may consider appropriate, will be announced at the time of Technical Bid opening

### **5.19 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.

### **5.20 Preliminary Examinations**

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

### **5.21 Proposal Ownership**

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

### **5.22 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.

### **5.23 Price Composition & Variation**

- The Bidder should clearly furnish prices as per the format, if any, provided in the **Annexure VI**. Any deviation may lead to Bid rejection. Also no options should be quoted other than as per the Commercial Bid. Wherever options are given, the Bid is liable to be rejected.
- The commercial offer shall be on a fixed price basis.
- GST will be paid extra as per statutory provision.
- Date of implementation of project shall be the date of acceptance of the letter of award (Starting Date) or such other date as may be fixed by NHB.
- Prices shall be valid for six month from the date of opening of Commercial bid and Bidder shall supply addition items , if any , at the same price.
- Any Extra item/work i.e. item/work not mentioned in BOQ shall be installed/carried out only on the written instruction of Engineer - in Charge. However, rate of this extra item/work shall be paid as per the lowest rate of the item mentioned in SOR of MUNICIPAL CORPORATION OF GREATER MUMBAI.

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### **5.24 Timely availability of Support Services**

The service provider should have proper and adequate support mechanism in place at Mumbai to provide all necessary support under this RFP.

### **5.25 Bid Evaluation**

Bid offering lowest Project cost (Z : **Annexure VI**) shall be selected for the project.

### **5.26 Modification and Withdrawal**

- Every Bidder shall submit only one proposal. If any Bidder submits more than one proposal, all such proposals shall be disqualified.
- The Bidders are advised to submit the Bids only after the Pre-Bid Meeting as the Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No Bid will be allowed to be modified after the deadline for submission of Bids. No Bidder shall be allowed to withdraw the Bid, if Bidder happens to be successful Bidder.
- NHB has the right to reject any or all Bids received without assigning any reason whatsoever. NHB shall not be responsible for non-receipt / non- delivery of the Bid documents due to any reason whatsoever.

### **5.27 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.

### **5.28 Terms and Conditions of the Bidding firms**

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

### **5.29 Local conditions**

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

### **5.30 Contacting NHB or putting outside influence**

Bidders are forbidden to contact NHB 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.

### **5.31 Proposal Content**

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

### **5.32 Banned or Delisted Bidder**

**Bidders have to give a declaration that they have not been banned or delisted by any Government, Quasi Government agencies, Statutory , Regulatory Body , PSUs or PSBs and its subsidiaries. If a Bidder has been banned by any Government, Quasi Government agencies, Statutory Body , 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**

### **5.33 Compliance with Laws**

- (a)** The Bidder shall undertake to observe, adhere to, abide by, comply with and notify NHB about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep NHB indemnified, hold harmless, defend and protect NHB and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- (b)** The successful bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government

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Regulation/Guidelines and shall keep the same valid and in force during the term of the project/contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NHB and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and NHB shall give notice of any such claim or demand of liability within reasonable time to the successful bidder.

- (c) In case NHB undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the successful bidder under this contract.
- (d) If, for any reason, the employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the contractor in execution of the works, the employer shall be entitled to recover from the contractor the amount of compensation so paid and without prejudice to the rights of the employer under the said Act. The employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the employer to the contractor under this contract or otherwise.

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

### **5.35 Definitive Agreement**

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

### **6. Bids (Technical & Commercial) and Bid Evaluation Methodology**

**Bidders fulfilling following Pre-Qualification Criteria shall be eligible to participate in the tender and bid received from the bidder not eligible on any of the criteria mentioned below shall be rejected and shall not be considered for further evaluation.**

<b>Minimum Qualification Criteria</b>	<b>Supporting documents</b>
Bidder should be empaneled vendor with RBI/any Regulatory body in India /Central or State Government Department/Public Sector Banks/All India Financial Institutions/Public Sector Undertaking for Civil/Interior/Composite work.	<b>Valid Empanelment letter as on closing date of RFP.</b>
Bidder should have its own Office/workshop in Mumbai Metropolitan Region.	<b>Supporting document as acceptable to Bank</b>
Bidder should have an average annual turnover of more than 3 crore during last three years i.e. 2018-19, 2017-18, 2016-17.	<b>CA certificate/ Supporting document as acceptable to Bank.</b>
Bidder should have work experience of more than 10 years in Civil/Interior work/ Composite work.	<b>Work order / Supporting document as acceptable to Bank.</b>
Bidder should not have been banned or delisted by any Government, Quasi Government agencies, Statutory, Regulatory, PSUs or PSBs and its subsidiaries.	<b>Undertaking in this regard from the vendor.</b>

**Bidder has to submit duly filled undertaking as mentioned in Annexure IV in support of eligibility of these criteria. Bidders are required to submit supporting documents in claim of fulfilment of these eligibility criteria.**

**If this undertaking is not given, the Bid will be rejected as non-responsive. This declaration will be submitted along with the Technical Bid**

## **7. Commercial Terms and Conditions**

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

### **7.1 Price**

- a) The Price quoted by the Bidder should include all type of costs.
- b) The price should be inclusive of all taxes (except GST), duties, levies charges, transportation, insurance, as per Commercial Bid.
- c) Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected
- d) Based on the contracted rates, NHB at its discretion may place repeat order.

### **7.2 Payment Terms**

Any payment will be released only after signing of Service Level Agreement as per draft mentioned in Annexure X.

1. 30% of the total Project Cost ( Price quoted against Z in Annexure VI) in advance in lieu of Bank guarantee of equal amount with a validity of 3 months from the date of completion of work or such other extended period as NHB may decide.
2. 90% of the total Project Cost (including the payment made against Bank Guarantee as mentioned in clause 7.2.1) successful execution of work defined in Scope of work.
3. 10% retention money after successful completion of defect liability period.

In the case of successful tenderer, the Earnest Money Deposit shall be held by the Bank for due fulfillment of the contract and shall be released on successful completion of the work. However, retention money may be released on submission of PBG of equivalent amount with a validity of 15 months from the date of completion of work or such other extended period as NHB may decide.

### **7.3 Payment in case of termination of contract**

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

## **8. General Terms and Conditions**

## **Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai**

- 8.1 The Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures. Failure to furnish all information required in the RFP documents, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information as part of response to this RFP Document may result in rejection of the proposal.
- 8.2 All such amendments made by NHB to the RFP shall become part and parcel of the RFP and same will be notified on NHB's website. The Bidders are required to have a watch on NHB's website for any such amendment.
- 8.3 Bidders must take into consideration each and every line of this RFP document while preparing technical and commercial proposal for the project. Bidders are requested to get any issue clarified by NHB before submitting the responses/Bids. The Bids submitted should be complete in all respect meeting all deliverables under the project. It will be the sole responsibility of the successful Bidder to deliver each and everything as per the scope of the work during the contracted period. NHB will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right perspective.
- 8.4 NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.
- 8.5 NHB shall be under no obligation to accept the lowest or any other offer/Bid received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. NHB reserves the right to make any changes in the terms and conditions of contract. NHB will not be obliged to meet and have discussions with any Bidder, and or to consider any representations. NHB reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of NHB in this regard is final and no further correspondence in this regard will be entertained.
- 8.6 Notwithstanding anything to the contrary contained in the contract, NHB shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if the successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
- 8.7 On faithful and satisfactory execution of assignments under the contract in all respects, the PBG of the successful Bidder will be released by NHB, if not forfeited due to any reason as provided herein.

## **Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai**

8.8 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.

8.9 The scope of the proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this RFP, on end-to-end solution basis.

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

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

8.12 Time and quality of the service are the essence of this contract. Failure to adhere to the same will be considered as breach of the terms and conditions of the contract.

### **8.13 Penalty**

If the successful bidder fails to complete the project within stipulated time, NHB may impose a penalty of 1% of the order value for each weeks' delay or part thereof attributable to the successful bidder, subject to maximum of 10% of the value of item. Fraction of week is to be construed as one full week for arriving at the delay in terms of weeks. Once the maximum is reached, NHB may consider cancellation of the order and the performance bank guarantee /retention money/EMD submitted may be invoked. Further, in case rectification of defects highlighted during warranty period is not being done within seven days, NHB may get it rectified from outside and expenditure incurred on this shall be recovered from retention money/PBG.

If the contractor needs an extension of time for the completion of the work or if the completion of work gets delayed for any reasons beyond the due date of completion stipulated in the contract, the contractor shall apply to the Bank for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time contractor shall furnish the reasons in detail and his justification, if any, for delays. It is Bank's discretion to accept/reject the request of extension.

### **8.14 Acceptance of Work Order/Letter of Award**

NHB will notify the successful Bidder in writing by issuing a letter of award/work order in duplicate. The successful Bidder has to return the duplicate copy to NHB within 7 working

## **Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai**

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.

### **8.15 Taxes**

Only GST will be paid by NHB on actual basis to the vendor 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 successful bidder.

### **8.16 Use of Contract Documents and Information**

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

### **8.17 Assignment**

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

### **8.18 Pre-Contract Integrity Pact Clause**

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

In this regard, NHB has appointed Shri Kishore Kr Sansi and Shri Rakesh Rewari (Name and Addresses of the Monitors to be given) as independent external monitors for the Integrity Pact in consultation with the Central Vigilance Commission.

The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings under the Integrity Pact:

- (i) Denial or loss of contracts;
- (ii) Forfeiture of the EMD/Bid security and the performance bond/PBG;
- (iii) Liability for damages to the principal and the competing Bidders; and

## **Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai**

(iv) Debarment of the violator by NHB for an appropriate period of time.

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

### **Note:**

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

## Annexures

**Scope of work**

**General**

**(For Execution of all the works listed in BOQ ,the contractor shall broadly follow the standard specifications of CPWD, unless other instructed by the consultant/bank)**

1. The entire painting work shall be done in first class manner as per manufacturers' standard specifications. The contractor shall use ready made paints of best quality and approved manufacturers such as Goodlass Nerolac, Asian Paints, ICI Paints, Berger Paints etc. of appropriate (internal & external) grade as per list of approved materials to this specification. The quality of paint shall be such that it will have minimum 5 years guarantee for external surface against water proofing and fading.
2. The paint and surface shall be prepared as per manufacturer's specification. The contractor will not be permitted to carry out any mixing at site except for addition of thinners for thinning the paint which shall be carried out in presence of consultant/Banks staff. The contractor shall deposit sample panels of paints at his own cost for approval prior to commencement of the work with the consultant/Bank. The colour shade of the paints approved by the Bank only shall be used.
3. Rate quoted shall be inclusive of making up the broken edges of walls, columns, beams, sills, ceiling, etc. so as to match existing surface.
4. Special care shall be taken by providing suitable covers, plywood, tarpaulins, nets etc to prevent dust nuisance and for protecting furniture, human being and costly equipments, vehicles, machines from stains. The work shall be carried out without any inconvenience to the occupants. The rate quoted shall include covering of and handling, rearranging of furniture, vehicles etc and any damage to staff quarter used by the contractor shall be made good by the contractor at his cost. Before starting of external painting, the entire facade of staff quarter shall be cleaned and treated and cracks, patch plaster, loose mortar to be removed so that there is no leakage / seepage to inside walls. No further coat of external or internal painting shall be applied, till previous coat has completely dried up.
5. Additional coats shall have to be given wherever necessary without any extra cost, if instructed by the Bank, over and above the number of coats prescribed till the surface presents smooth and uniform finish.
6. After day's work is over, stains of paint over floor, fittings, furniture, glass panes etc shall be thoroughly removed.
7. The contractor shall include the cost of erecting scaffoldings, for the building from outside and inside ducts etc.

## **Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai**

8. Care shall be taken to paint electric wiring on batten for which no extra payment will be made.
9. The internal painting work in the flats and common area shall be taken up only after completion of external work in dry season. The contractor is required to shift and protect the occupant's material / furniture's while doing the paintings. Necessary cleaning in the flats should be done on day to day basis.
10. The staff engaged for painting work should be well behaved and follow necessary instructions given by consultant/Banks staff as well as occupants of the flats. The contractors shall be responsible for any untoward incident and misbehavior of the staff.
11. The Bank shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Bank's Engineer/Architect are not in accordance with the specifications or instructions of the Bank's Engineer/Architect, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the tender and specifications or instructions; and the contractor shall forthwith carry out such order at his own cost.
12. The contractor shall arrange to get all the samples of materials to be used in the work approved from the employer.
13. Power, Water supplied for execution of work would be charged @ Rs.10,000/- per month. The contractor shall make his own arrangement for drawing the same from common area meter. The contractor has to take care of all his material brought to the site and bank in no way responsible for it safety. Further, the bank will not allow the residential accommodation to contractor employees in its premises.
14. The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor's employee, whether such injury or damage arise from carelessness, accident or any other case whatever in any way connected with the carrying out of the contract. This clause shall be held to include, inter-alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract, by frost or other inclemency of weather. The contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claims.

## **Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai**

15. The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.
16. The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the Contract with an approved Policy of Insurance (Contractors All Risk Policy) for a sum equivalent to contract value in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.
17. The contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other statutes in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expense effect and maintain, until the virtual completion of the Contract, with an approved a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract.
18. The minimum limit of the coverage under the third party insurance policy shall be Rs.2 lakh per person for any one accident or occurrence and Rs. 5 lakh in respect of damage to property for any one accident or occurrence.
19. The Contractor shall be responsible for anything which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of or compensation or damages arising therefrom.
20. The Employer shall be at liberty and is hereby empowered to deduct the amount of any damage compensation, costs, charges and expenses arising or occurring from or in respect of, any such claims or damage from any or all sums due or to become due to the Contractor. In addition to the above, the contractor shall insure the work against loss due to fire, for the entire contract amount with an approved insurance company till the virtual completion of the work.
21. Deviation in quantities
  - (i) Maximum  $\pm 20\%$  of the deviation limit for the individual item
22. Extra Item: No extra item shall be installed without written order from NHB official.

**23. Measurement**

All measurements shall be as per IS 1200. The length and breadth to be measured correct to a centimeter. Deduction in measurements to be regulated as follows:

- a. No deduction shall be made for opening less than 0.5 sqmt and no addition made for jambs, sills reveals therein etc
- b. Opening exceeding 0.5 sqmt shall be deducted and jambs, soffits, sills etc., measured.
- c. The multiplying co-efficient for various types of surfaces to get plain areas of painting shall be as per latest Indian Standard Code. (BIS)

**SAFETY CODE**

1. First aid appliances including adequate sterilized dressings and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in case where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 metres in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The debris material shall not be placed within 1.5 metres of the edge of the building.
6. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing the minimum height or which shall be 1 metre.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as brick mortar, cement mortar or concrete shall be provided with protective footwear and rubber hand gloves.
9. i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.  
ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scraped.
10. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
11. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

**Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai**

12. Safety belts should be used while executing the external painting / plastering, crack filling, etc. works on the building. The entire work needs to be supervised by an experienced supervisor.

\* \* \*

# Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai

## Annexure - I

### **Bidder Information**

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

Table 4

S. No.	Information	Particulars / Response		
1.	Company Name			
2.	Date of Incorporation			
3.	Type of Company [Govt/PSU/Pub. Ltd / Pvt. Ltd/partnership/proprietary]			
4.	Registration No. and date of registration. <b>Registration Certificate to be enclosed</b>			
5.	Address of Registered Office with contact numbers [phone / fax]			
6.	PAN No			
7.	GSTIN			
8.	<b>Contact Details of Bidder authorized to make commitments to NHB</b>			
9.	Name			
10.	Designation			
11.	FAX No			
12.	Mail ID			
13.	Company Head Office and Addresses Contact Person(s) Phone Fax E-mail Website			
14.	Any pending or past litigation (within three years)? If yes please give details Also mention the details of claims and complaints received in the last three years (About the Company / Services provided by the company).	Yes/No/Comments (if option is 'Yes') (If option is 'Yes' Bidder may Not be considered)		
15.	Please mention turnover and Net Profit/Loss for last three years and include the copies of Balance Sheet in support of it.	Year	Turnover	Net Profit/Loss(-)
2016-17				
2017-18				

**Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai**

		2018-19		
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**Authorized Signatories**

**(Name & Designation, seal of the company)**

**Date:**

**COMPLIANCE STATEMENT DECLARATION**

We hereby undertake and agree to abide by all the terms and conditions stipulated by NHB in this RFP no.... dated ..... including all addendum, corrigendum etc. Any deviation may result in disqualification of Bids.

**Authorized Signatories**

**(Name & Designation, seal of the company)**

**Date:**

**LIST OF DEVIATIONS**

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

List of deviations

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

(If left blank it will be construed that there is no deviation from the specifications given in the RFP)

(The decision of NHB is final towards evaluation of the Bid documents)

**Authorized Signatories**

**(Name & Designation, seal of the company)**

**Date:**

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

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

**Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai**

**Annexure - IV**

**UNDERTAKING ON PREQUALIFICATION  
(To be submitted on the Letterhead of the Bidder)**

<Date>

**The Deputy General Manager,  
National Housing Bank**  
Third Floor, Bombay Life Building,  
45, Veer Nariman Road, Fort,  
Mumbai-400 001.  
Phone No. +91-22- 22851560-64  
Fax No. +91-22-22851555

**Dear Sir,**

We confirm that we , M/s ..... fulfil following minimum qualification criteria:

<b>Minimum Qualification Criteria</b>	<b>Supporting documents</b>
Bidder should be empaneled vendor with RBI/any Regulatory body in India /Central or State Government Department/Public Sector Banks/All India Financial Institutions/Public Sector Undertaking for Civil/Interior/Composite work.	<b>Valid Empanelment letter as on closing date of RFP.</b>
Bidder should have its own Office/ workshop in Mumbai Metropolitan Region.	<b>Supporting document as acceptable to Bank</b>
Bidder should have an average annual turnover of more than 3 crore during last three years i.e. 2018-19, 2017-18, 2016-17.	<b>CA certificate/ Supporting document as acceptable to Bank.</b>
Bidder should have work experience of more than 10 years in Civil/Interior work.	<b>Work order / Supporting document as acceptable to Bank.</b>
Bidder should not have been banned or delisted by any Government, Quasi Government agencies, Statutory, Regulatory, PSUs or PSBs and its subsidiaries.	<b>Undertaking in this regard from the vendor.</b>

**Self-attested supporting documents are attached herewith.**

Sincerely,

<Signature> <Company Seal>

Name:

Designation:

Name and Address of Company:

Confidential

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**Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai**

**Annexure -V**

**Commercial Bid Covering Letter**

The Deputy General Manager,  
National Housing Bank,  
Third Floor, Bombay Life Building,  
45, Veer Nariman Road,  
Fort, Mumbai-400 001.  
Phone No. +91-22- 22851560-64  
Fax No. +91-22-22851555

Dear Sir,

**Commercial Bid : Civil, Painting and Repair works in residential flats at Borivali, Mumbai**

We, the undersigned, offer to execute the work as detailed in Scope of Work of this RFP in accordance with your Request for Proposal [\_\_\_\_\_Insert RFP Number] dated [\_\_\_\_\_], and our Proposals (Technical and Commercial Proposals). The Total fee is inclusive of all 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. Six month from date of opening of Commercial Bid.

Yours faithfully,  
For .....

**Signature**

**Name**  
**Address**

**(Authorised Signatory)**  
Date:

Confidential

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# Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai

Annexure -VI

## Commercial Bid Format

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

### Bill of Quantities (BOQ)

Sl. No.	Work Description	Units	Qty. (α)	Unit Rate (β)	Total Amount $\theta = \alpha * \beta$
1.	Supply and fixing of: (i) <b>Aluminium tower bolts</b> heavy quality 2inch to 12inch size. <b>Make: - Godrej, Door king, Hettich or its equivalent make.</b>	Per Inch	400		
2.	Supply and fixing of: (i) <b>Aluminium handles "C" type</b> round/ flat Internal size 3inch to 6inch. <b>Make: - Godrej, Door king, Hettich or its equivalent make.</b>	Per Inch	600		
3.	Supply and fixing of <b>Wooden/ Aluminium round knobs</b> of drawers of ward robes upto 50mm size. <b>Make: - Godrej, Door king, Hettich or its equivalent make.</b>	Nos.	10		
4.	Supply and fixing of locks (i) <b>Night latch</b> (No. 9954 and 1872 complete with set of three keys). <b>Make: - Godrej, Door king, Hettich or its equivalent make.</b>	Nos.	1		
5.	Supply and fixing of: ii) <b>Aluminium Al-drops</b> heavy quality size 3 inch to 12 inch. <b>Make:- Godrej, Door king, Hettich or its equivalent make.</b>	Per Inch	600		
6.	Supply and fixing of <b>double legged heavy quality aluminium door stopper.</b>	Nos.	60		
7.	Providing and fixing of <b>Bathroom window lowers grills</b> with a size of 22"X46" and also make a provision of Exhaust Fan of Size 300mmX300mm with necessary materials and labour etc. complete.	Nos.	17		
8.	<b>Kitchen Cabinet Bottom Unit/Over wall unit:</b> - Providing and fixing of machine crafted box type cabinet bottom unit 600mm depth using 19mm Boiling Water Proof plywood (BWP) with 0.6 mm laminate the inside. The shutters will also be machine crafted with the same BWP, with 0.6 mm inside laminate while on the outside it will be 0.8mm laminate or 1mm laminate of glossy finish and a machined edge band of 2 mm. The hinges will be auto loaded hinges of "Hettich" make, which is of international standards. The shelf is to be adjustable with two slots provided at 300mm spacing so as to accommodate the shelf. The plywood should be of thickness 19mmBoiling Water Proof plywood (BWP) with 0.6mm laminate on top and bottom with Machine Cut edge band of 0.5mm thick. <b>Make: - Centuryply, Greenply, Kitply or its</b>	Sqft	385		

## Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai

### Bill of Quantities (BOQ)

Sl. No.	Work Description	Units	Qty. ( $\alpha$ )	Unit Rate ( $\beta$ )	Total Amount $\theta = \alpha * \beta$
	<b>equivalent make.</b>				
9.	Preparing the opening on frame of wooden door shutter, window/ventilator sash fixed type glazed partition work etc. to receive new glass pane by removing cracked/ broken/ damaged/ rendered unserviceable glass pane, opening and removing fixing arrangements like glazier's putty, wooden beading etc., bringing the broken glass panes and other malba from all floor levels down to ground by head load, carting away and disposing off the same outside the Bank's premises, clearing the site etc. complete as directed. Providing approved brand/ quality/ manufacturer/ defect free sheet glass cut to exact required pane size and fixing the same as before by providing approved quality fixing materials like glaziers putty, head less pins, screws, missing T.W. beading in existing size area required etc., finishing the surfaces by painting/ polishing etc. to restore the original condition matching with the surroundings, making good the damages, if any, etc. all complete as required at the site of work as directed by the Bank's Engineer. The quoted rates should include the cost of all materials, labour of all descriptions, necessary scaffolding, working at all heights from inside/ outside the buildings, wastage of materials, labours, tools and plants, cartage, taxes, contractor's profits and overheads, storage, sundries etc. complete and shall be deemed to have been quoted for the finished job in all respects. Net clear as fixed at site shall only be measured and considered for making payments. <b>A) 4mm thick Clear glass. Make:- Modi or its equivalent make.</b>	Sqm	5		
10.	Providing and laying different variety of machine cut and polished stone/tiles in flooring/ kitchen platform laid on a bed of approx. 20mm thick C:M 1:4 / 3mm thick fevimat/ Balendura cement including cement filling joints (with white cement mixed with colouring pigment/ grey cement as the case may be) in neat cement slurry curing polishing cleaning laying in proper slope removing debris and disposal thereof etc. complete as directed. <b>A) 16mm thick Granite stone (Black/ ruby red in colour).</b>	Sqm	1		
11.	Providing and fixing <b>mosquito proof stainless steel Jalli</b> on window/ doors including its cutting, welding etc. complete. Note: Net area provided with SS Jalli shall be measured and paid for.	Sqm	100		
12.	Providing and installing Nylon net for protection from Birds entry in Entrance Lobby.	Sqm	65		

## Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai

### Bill of Quantities (BOQ)

Sl. No.	Work Description	Units	Qty. ( $\alpha$ )	Unit Rate ( $\beta$ )	Total Amount $\theta = \alpha * \beta$
13.	Providing and fixing 8mm thk. <b>Vitrified wall tiles</b> as specified below conforming to I.S. 15622-2006 with water absorption less than 0.08% and of approved quality, pattern and colour for dado in the wet area including preparing the surface and levelling in the desired line, backing of 20 thk. cement mortar in proportion 1:3 with approved waterproofing compound, square cut top edge or chamfered top edge in cement mortar 1:3, cement float, machine cutting, levelling, jointing, filling the joints with neat cement slurry or approved colour grout, finishing, curing etc. complete as directed by Engineer In Charge. Light coloured glazed vitrified tiles/ Dark coloured glazed vitrified tiles/ Light coloured antiskid / matt vitrified tiles/ Dark coloured antiskid / matt vitrified tiles. <b>Make: - Kajaria, Somany or its equivalent make.</b>	Sqm	10		
14.	Providing and applying <b>cement plastering</b> in 1:4 CM of thickness matching with neighbouring plastering on walls, columns beams surfaces (12mm to 20mm thick) in layers wherever required including dismantling the existing peeled off/damaged plastering. Rates of including the cost of scaffolding, curing, raking out the joints for plastering, removing the debris out of Bank's premises etc. all complete and as directed by the Bank's Engineer-in-Charge. <b>b) Upto 1.00 Sqm. Make: - Ultratech, ACC or its Equivalent.</b>	Sqm	30		
15.	Providing a welding machine set with welding rods and required length of lead wire and a switch board to attend the complaints. Rates shall also include arranging a welder and a helper. Electric connection may be taken from staircase electric meter.	Per day	1		
16.	Supply and fixing of heavy quality CP brass fittings such as bib cock, stop cock, pillar cock, ferrule etc. with approval of the Bank complete as directed. <b>Make: - Jaquar, Parry ware, Hindware or its equivalent.</b>				
	<b>(a) 15mm dia. CP Brass Stop Cock/ angular stop cock.</b>	Each	20		
	<b>(b) 32mm dia. CP Brass Bottle Trap.</b>	Each	5		
	<b>(C) 15mm dia. CP Brass single lever sink mixer.</b>	Each	5		
	<b>(d) 15mm dia. CP Brass single lever centre hole wash basin mixer.</b>	Each	4		
17.	Supply and fixing of items of approved quality. <b>Make: - Jaquar, Parry ware, Hindware or its equivalent.</b>				
	<b>(a) PVC connection pipe for I 5rtim dia. pipe with CP nut and washers at both ends 18" long approx. Make: - Jaquar, Parry ware, Hindware or its equivalent.</b>	Each	60		

## Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai

### Bill of Quantities (BOQ)

Sl. No.	Work Description	Units	Qty. ( $\alpha$ )	Unit Rate ( $\beta$ )	Total Amount $\theta = \alpha * \beta$
	<b>(b) Providing and fixing PVC medicine chest of (300mm x 400mm x100mm size approx. Make: - Alpina or its equivalent.</b>	Each	20		
	<b>(C) Hand Faucet jet with Flexible tube. Make: - Jaquar, Parry ware, Hindware or its equivalent.</b>	Each	20		
18.	<b>Shower Rose:-Supplying and fixing best quality (heavy) CP shower rose complete a) For 15mm dia. for swivel type 100mm. Make: - Jaquar, Parry ware, Hindware or its equivalent.</b>	Each	20		
19.	<b>Supplying and fixing Heavy Density P.V.C. Waste pipe of approved best quality for wash basin, sink etc. of required length upto 3' with coupling b) 32mm dia. Make:- Jaquar, Parry ware, Hindware or its equivalent.</b>	Each	10		
20.	<b>Supplying and fixing of fittings: a) Towel Rod (600mm long). Make:- Jaquar, Parry ware, Hindware or its equivalent.</b>	Each	20		
21.	<b>Supplying and fixing ISI marked Commander champion/ Hindware seat cover for EWC complete including C.P. hinges. b) White Make: - Jaquar, Parry ware, Hindware or its equivalent.</b>	Each	20		
22.	<b>Supplying and fixing WC Pans of 1st quality as may be approved by Bank. Make: - Jaquar, Parry ware, Hindware or its equivalent.</b>				
	<b>(a) EWC Pans standard size</b>	Each	4		
	<b>(b) Wall hung EWC standard size</b>	Each	4		
23.	<b>Supply and fixing of 1st quality Wash hand basin white vitreous approved by Bank's Engineer. a) 550mm X 500 (22"X18") (i) With bracket Make: - Jaquar, Parry ware, Hindware or its equivalent.</b>	Each	5		
24.	<b>Supply and fixing of items of approved quality as below: Two in one Bib-cock. Make: - Jaquar, Parry ware, Hindware or its equivalent.</b>	Nos.	20		
25.	<b>Supplying and fixing Wall Mixer with provision for Overhead Shower with 115mm Long Bend Pipe on Upper Side, Connecting Legs &amp; Wall Flanges. Make: - Jaquar, Parry ware, Hindware or its equivalent.</b>	Nos.	20		
26.	<b>Supplying and fixing Flushing cisterns fixed on new brackets with capacity of 7 to 10 Ltr. Flush tank. Make: - Jaquar, Parry ware, Hindware or its equivalent.</b>	Nos.	16		
27.	<b>Providing and fixing of 9 watt LED bulb with approval of the Bank's complete as directed. Make: - Philips, Wipro, Havells or its Equivalent.</b>	Nos.	50		
28.	<b>Providing and fixing of 22 watt LED tube light set (size-4ft) with approval of the Bank complete as directed. Make: - Philips, Wipro, Havells or its Equivalent.</b>	Nos.	50		

## Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai

### Bill of Quantities (BOQ)

Sl. No.	Work Description	Units	Qty. ( $\alpha$ )	Unit Rate ( $\beta$ )	Total Amount $\theta = \alpha * \beta$
29.	Providing and fixing of Fancy light with approval of the Bank complete as directed. <b>Make: - Philips, Wipro, Havells or its Equivalent.</b>	Nos.	10		
30.	Providing and fixing of regulator with approval of the Bank complete as directed. <b>Make: - Philips, Wipro, Havells or its Equivalent.</b>	Nos.	50		
31.	Providing and fixing of PVC box with approval of the Bank complete as directed. <b>Make: - Crabtree, Anchor, Havells or its equivalent.</b>	Nos.	60		
32.	Providing and fixing of 3M sheet with approval of the Bank complete as directed. <b>Make: - Crabtree, Anchor, Havells or its equivalent.</b>	Nos.	20		
33.	Providing and fixing of 5M Sheet with approval of the Bank complete as directed. <b>Make: - Crabtree, Anchor, Havells or its equivalent.</b>	Nos.	40		
34.	Providing and fixing of 1M sheet with approval of the Bank complete as directed. <b>Make: - Crabtree, Anchor, Havells or its equivalent.</b>	Nos.	70		
35.	Providing and fixing of 15 A Modular switch with approval of the Bank complete as directed. <b>Make: - Crabtree, Anchor, Havells or its equivalent.</b>	Nos.	220		
36.	Providing and fixing of 15 A Modular socket with approval of the Bank complete as directed. <b>Make: - Crabtree, Anchor, Havells or its equivalent.</b>	Nos.	150		
37.	Providing and Fixing Exhaust fan of approved make of size - 300X300mm with approval of the Bank completed as directed. <b>Make: - Usha, Bajaj, Havells or its equivalent.</b>	Nos.	30		
38.	Providing and fixing of PVC Conduit of approved make replaced only damaged portion.	Nos.	40		
39.	Providing and laying 2 core 2.5mm wire of approved make. <b>Make: - Polycab, Anchor, Havells or its Equivalent.</b>	RM	50		
40.	Providing and fixing automatic Geyser 10 Litre Capacity 2000 watt 5 star with all the necessary fittings and fixture with approval of the Bank complete as directed. <b>Make: - Usha, Bajaj, Havells or its equivalent.</b>	Nos.	20		
41.	Providing and fixing of Double pole MCB of approved make. <b>Make: - Havells, Wipro, Crompton Greaves or its equivalent.</b>	Nos.	2		
42.	Providing and fixing 1200mm Ultra High speed 400RPM Ceiling Fan with all the necessary fittings and fixture with approval of the Bank complete as directed. <b>Make: - Usha, Bajaj, Havells or its equivalent.</b>	Nos.	50		
43.	IPS and non-structural cracks with non-shrink compound using spatula or putty knife. <b>Make: - Fosroc, Dr. Fixit or its equivalent.</b>	RM	100		

## Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai

### Bill of Quantities (BOQ)

Sl. No.	Work Description	Units	Qty. (α)	Unit Rate (β)	Total Amount θ= α * β
44.	Preparing the surface smooth by scraping sand-papering and filling the unevenness and undulation with special putty and P.O.P, providing and applying one coat of cement primer and thereafter providing and applying two or more coats of 1st quality plastic emulsion paint of approved make on walls/ceilings in desired shades and finish (plain or roller finish) including scaffolding etc. complete all as directed by engineer in-charge. <b>Make: - Royale in Asian Paints, Easyclean in Berger Paints, or its equivalent make.</b>	Sqm	2600		
45.	Providing and applying two or more coats of 1st quality synthetic enamel paint of approved make and shade to steel work, viz. , grills, gates, weld-mesh, rolling shutters etc. all as per specifications including scaffolding etc. complete as directed. <b>Make: - Asian Paints, Berger Paints, or its equivalent make.</b>	Sqm	400		
46.	Providing and applying base coat of wood primer and two or more coats of quality synthetic enamel paint of approved make and shade to wooden surfaces in doors, windows, shelves, meter box: medicine chest etc. as per specifications Including surface preparation, scaffolding etc. complete as directed. <b>Make: - Asian Paints, Berger Paints, or its equivalent make.</b>	Sqm	400		
<b>Total Repair/Maintenance Cost (X)*</b>					
47.	<b>BUY BACK OF SCRAP ITEMS: Less</b>				
	(a) Rebate for taking away the old ceiling fan as is, where condition is with the approval of the Engineer-in-Charge.	Nos.	-50		
	(b) Recovery for buyback for 15-20 Litre Geysers as is, where condition is with the approval of the Engineer-in-Charge.	Nos.	-20		
	(C) Rebate for taking away all the scrap of old carpentry items/Plumbing items / electrical items such as Flush valve, all old damaged brass sanitary fittings and fixtures etc. as is , where is condition with the approval of the Engineer-in-Charge	L.S.			
<b>Total Buy Back Cost (Y)*</b>					
<b>Total Project Cost (Z=X-Y)*</b>					

**\* Exclusive of GST**

Bidders are requested to note the following:

- **Eligible Bidder quoting lowest Project cost to Bank i.e. Z in Annexure VI shall be selected for Civil, Painting and Repair works in residential flats at Borivali, Mumbai.**

Confidential

## **Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai**

- All the details must be provided as per format. Incomplete formats will result in rejection of the proposal.
- All the quoted costs must include all applicable taxes(excluding GST), charges and other levies.
- All the rates must be quoted in INR.
- The prices in any form or by any reasons should not be disclosed in the technical or other parts of the Bid except in the commercial Bid. Failure to do so will make the Bid liable to be rejected.
- The commercials quoted in the commercial Bid are valid for six months from the date of opening of commercial Bids.

### **Authorized Signatories**

**(Name & Designation, seal of the company)**

**Date:**

[To be submitted along with Technical Bid]

**ECS MANDATE  
FORM FOR PROVIDING DETAILS OF BANK ACCOUNT FOR CREDIT OF PAYMENT  
FROM NATIONAL HOUSING BANK  
(Please fill in the information in CAPITAL LETTERS)**

**1. Name of the Bidder** \_\_\_\_\_

**2. Address of the Bidder** \_\_\_\_\_

City: \_\_\_\_\_ Pin Code: \_\_\_\_\_

E-mail id: \_\_\_\_\_

Phone / Mobile No. \_\_\_\_\_

Permanent Account Number (PAN) \_\_\_\_\_

GST Registration No. \_\_\_\_\_

TIN No. \_\_\_\_\_

**3. Particulars of Bank Account**

A. Name of Account same as in the Bank: \_\_\_\_\_

B. Name of the Bank: \_\_\_\_\_

C. Name of the Branch: \_\_\_\_\_

D. Address of the Branch with Tel No. \_\_\_\_\_

E. Account No. (appearing in Cheque book): \_\_\_\_\_

F. Account Type (SB, Current, etc.): \_\_\_\_\_

G. MICR No. \_\_\_\_\_

H. IFSC Code of the Bank Branch: \_\_\_\_\_

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

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

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

**Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai**

transaction.

Place:

Date:

Authorized Signatory/ies

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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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**Resolution Matrix**

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

Level	Name	Designation	Contact details
First Level			
Second level			
Third Level			

**Authorized Signatories**

**(Name & Designation, seal of the company)**

**Date:**

**Pre Contract Integrity Pact**

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

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

**AND**

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

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

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

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

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

- (i) enabling NHB to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- (ii) enabling Bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and NHB will commit to prevent corruption, in any form, by its officials by following transparent procedures.

## **Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai**

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

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

### **1. Commitments of NHB**

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

### **3. Commitments of Bidders**

- 3.1** Compliance of the Instructions of GOI/Guidelines of CVC/Others: The Bidder undertakes that in case of its selection as the successful Bidder, it shall perform its duties under the Contract in strict compliance of the relevant and extant instructions of Government of India, GFR issued by Ministry of Finance, Guidelines of CVC and provisions of the Procurement Manual/relevant instructions of NHB, as applicable to the subject matter.
- 3.2** The Bidder represents that it has the expertise to undertake the assignment/contract and also has the capability to deliver efficient and effective advice/services to NHB under the contract in terms of the RFP.

## Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai

3.3 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- (a) The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NHB, connected directly or indirectly with the Bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the Bidding, evaluation, contracting and implementation of the contract.
- (b) The Bidder has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NHB or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- (c)\* The Bidder shall disclose the name and address of its agents and representatives including its foreign principals or associates.
- (d)\* The Bidder shall disclose the payments to be made by it to agents/brokers or any other intermediary, in connection with this Bid/contract.
- (e)\* The Bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to NHB or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect or any such intercession, facilitation or recommendation.
- (f) The Bidder, either while presenting the Bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of NHB or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- (g) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- (h) The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- (i) The Bidder shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by NHB as part of the

## Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai

business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

- (j) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (k) The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- (l) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly is a relative of any of the officers of NHB or alternatively, if any relative of an officer of NHB has financial interest/stake in the Bidders firm, the same shall be disclosed by the Bidder at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- (m) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of NHB.
- (n) The Bidders shall disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (o) The Bidder has not entered into any undisclosed agreement or understanding with other Bidders with respect of prices, specifications, certifications, subsidiary contracts, etc.

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

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

## Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai

declares/affirms as set forth below:

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

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

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

## **Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai**

proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

### **4. Previous Transgression**

- 4.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.
- 4.2 The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason.

### **5. Accountability**

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

### **6. Personal Liability**

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

### **7. Transparency and Competitiveness**

The Bidder undertakes that in case of its selection as the successful Bidder, it shall keep in view transparency, competitiveness, economy, efficiency and equal opportunity to all prospective tenderers/Bidders, while rendering any advice/service to NHB, in regard with matters related to selection of technology and determination of design and specifications of the subject matter, Bid eligibility criteria and Bid evaluation criteria, mode of tendering, tender notification, etc.

**8. Co-operation in the Processes:**

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

**9. Sanctions for Violations**

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

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

## **Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai**

- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by NHB with the Bidder, the same shall not be opened.
  - (x) Forfeiture of Performance Bond/PBG in case of a decision by NHB to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.
- 9.2** NHB will be entitled to take all or any the actions mentioned at para 10.1(i) to (x) of this Integrity Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention or Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 9.3** The decision of NHB to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Integrity Pact.

### **10. Fall Clause:**

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

### **11. Disqualification & Forfeiture of EMD/PBG etc**

The Bidder(s) agree(s) that:

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

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any breach/violation by the successful Bidder of this Integrity Pact under clause (a) above shall entail forfeiture of performance bond/Performance Bank Guarantee (PBG).

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

### 12. Independent External Monitors:

- 12.1 NHB has appointed Shri Kishore Kr Sansi ( email id [kishoresansi1@gmail.com](mailto:kishoresansi1@gmail.com) ) and Shri Rakesh Rewari (email id [r\\_rewari@yahoo.com](mailto:r_rewari@yahoo.com)) as independent external monitors (hereinafter referred to as “the Monitors”) for this Integrity Pact in consultation with the Central Vigilance Commission.
- 12.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- 12.3 The Monitors shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.
- 12.4 Both the Parties accept that the Monitors have the right to access all the documents relating to the project procurement including minutes of meeting.
- 12.5 As soon as the Monitor notices, or has reason to believe a violation of this Integrity Pact, he will so inform the Authority designated by NHB.
- 12.6 The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of NHB including that provided by the Bidder. The Bidder will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents (s) of the Bidder/sub-contractor with confidentiality.
- 12.7 NHB will provide to the Monitor sufficient information about all meetings among the Parties related to the project provided such meeting could have an impact on the contractual relations between the Parties. The Parties will offer to the Monitor the option to participate in such meeting.
- 12.8 The Monitor will submit a written report to the designated Authority of NHB within 8 to 10 weeks from the date of reference or intimation to him by NHB/Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

### 13. Facilitation of Investigation:

In case of any allegation of violation of any provision to this Integrity Pact or payment of commission, NHB or its agencies shall be entitled to examine all the documents including the Books of Accounting of the Bidder and the Bidder shall

## **Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai**

provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

### **14. Law and Place of Jurisdiction:**

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

### **15. Other Legal Action:**

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

### **16. Validity:**

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

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

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

**Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai**

**For National Housing Bank**

**(Authorised Signatory)**

**Place:**

**Date:**

**Witness**

1. \_\_\_\_\_

\_\_\_\_\_  
**(Name & Address)**

2. \_\_\_\_\_

\_\_\_\_\_  
**(Name & Address)**

**For Bidder**

**(Authorised Signatory)**

**Place:**

**Date:**

**Witness**

1. \_\_\_\_\_

\_\_\_\_\_  
**(Name & Address)**

2. \_\_\_\_\_

\_\_\_\_\_  
**(Name & Address)**



**Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai**

**(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\_, by and between,

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

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

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

WHEREAS

- (A) NHB intends to hire the Consultant for \_\_\_\_\_, as detailed in the Request for Proposal no. \_\_\_\_\_ on \_\_\_\_\_ (date) (including Corrigendum/Clarification, if any, issued) (hereinafter collectively referred to the "**RFP** (attached hereto as **Appendix- I**)).
- (B) The Consultant has been selected through open tendering process by way of floating the RFP by NHB followed by evaluation of Technical & Commercial Bids of the Bidders and accordingly the letter of award no. \_\_\_\_\_ dated \_\_\_\_\_ ("**LoA**") (attached hereto as **Appendix- II**) has been issued by NHB to the Consultant;
- (C) The Consultant has accepted and agreed to provide the Services in accordance with terms and conditions of RFP and the LoA.
- (D) In terms of the RFP, NHB and the Consultant have agreed to enter into this definitive Service Level Agreement in the manner hereinafter appearing:

NOW THEREFORE the Parties hereby agree as follows:

## **Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" means and shall construe this Agreement;
- (c) "Deliverables" means and includes the major deliverables as specified in Clause \_\_\_\_\_ of the RFP.
- (d) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- (e) "Personnel" means persons hired/to be hired by the Consultant as employees and assigned to the performance of the Services or any part thereof.
- (f) "Project" means collectively the Services and the Deliverables to be provided as detailed in the RFP.
- (g) "Services" or "Scope of Work" means and includes the scope of work to be performed by the Consultant as described/set out in Clause \_\_\_\_\_ of the RFP.
- (h) "Third Party" means any person or entity other than NHB and the Consultant.

#### **1.2 Principles of Interpretation**

In this Agreement , unless the context otherwise requires:

- a) All capitalized terms unless specifically defined in this Agreement shall have the meaning given to them in the RFP;
- b) Words and abbreviations, which have well known technical or trade/commercial meanings are used in this Agreement in accordance with such meanings;

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- c) The RFP, the LoA and the NDA along with the Appendices/ Attachments hereto, shall form part and parcel of this Agreement and shall be read together for all purpose and effect.
- d) In case of any inconsistency or repugnancy between the provisions contained RFP, LoA and this Agreement, unless the context otherwise requires, the opinion of NHB shall prevail to the extent of such inconsistency or repugnancy and the same shall be binding on the Consultant.

### 1.3 Purpose

1.3.1 It is hereby agreed that the Consultant shall provide the Services to NHB as set out in the RFP till the completion of the Project. The objective of the Project is to make \_\_\_\_\_.

### 1.3.2 Performance of the Scope of Work

The Consultant shall perform all the services as set out in the Scope of Work and complete the Deliverables within the prescribed time lines in terms of the RFP and the entire assignment shall be completed within the Term of this Contract.

### 1.3.3 Term/Period of Contract

The entire assignment as detailed in the Scope of Work under this Contract shall be completed within a period of \_\_\_\_\_ (“Term”) starting from \_\_\_\_\_ by the Consultant unless the period is extended in accordance with this Agreement.

### 1.3.4 Contract Price

The entire assignment to be performed under this Contract is fixed price contract and the Consultant shall be paid the total price consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) (“Contract Price”) for the satisfactory performance/execution of the entire assignment under the Project. The Contract Price shall be paid by NHB as per the payment terms agreed at Clause 4.2 of this Agreement.

### 1.4 Relation between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between NHB and the Consultant. The Consultant, subject to this Agreement, has complete charge of personnel to be engaged by the

## Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai

Consultant for performing the Services and shall be fully responsible for the works to be performed by them or on their behalf hereunder and also for the quality of the work done by their personnel.

### 1.5 Language

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

### 1.6 Headings

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

### 1.7 Notices

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

**For NHB:**

Attention: \_\_\_\_\_

Fax: \_\_\_\_\_

**For the Consultant:**

Attention: \_\_\_\_\_

Fax: \_\_\_\_\_

- 1.7.2 Notice will be deemed to be effective as follows

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

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

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### **1.8 Location**

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

### **1.9 Authority of Consultant**

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

### **1.10 Taxes and Duties**

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

## **2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **2.1 Effectiveness of Contract**

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

### **2.2 Commencement of Services**

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

### **2.3 Expiration of Contract**

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

### **2.4 Entire Agreement**

## **Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai**

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

### **2.5 Modification**

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

### **2.6 Force Majeure**

#### **2.6.1 Definition**

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

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

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

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

#### **2.6.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under this Contract in so far as such inability arises from an event

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of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### **2.6.3 Measures to be taken**

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

### **2.6.4 Extension of Time**

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

### **2.6.5 Consultation**

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

### **2.7 Suspension**

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

## **2.8 Termination**

### **2.8.1 By NHB**

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

- (a) If the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause-2.7 here-in-above, within thirty (30) days of receipt of such notice of suspension or within such further period as NHB may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt or enters into an agreement with its creditors for relief of debt or take advance of any law for the benefit of debtors or goes into liquidation receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached/award passed as a result of arbitration proceedings pursuant to Clause-8 hereof;
- (d) If the Consultant submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the Consultant knows to be false;
- (e) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) In the event it comes to the notice of NHB that any of the representations and/or warranties made by the Consultant either in the Bid Documents or in the subsequent correspondences are found to be false and/or the Consultant/its personnel are found to be involved in any fraudulent or criminal act;
- (g) If NHB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract..

### **2.8.2 Cessation of Rights and Obligations**

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

- (a) Such rights and obligations as may have accrued on the date of termination or expiration,
- (b) The obligation of confidentiality set forth in Clause-3.7 hereof,
- (c) Any right which a Party may have under the Applicable Law.

### **2.8.3 Cessation of Services**

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

### **2.8.4 Payment in case of termination of contract**

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

## **3.0 OBLIGATIONS OF THE CONSULTANT**

### **3.1 Standard of Performance**

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

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dealings with third parties.

### **3.2 Law Governing contract**

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

### **3.3 Conflict of Interest**

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

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

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

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

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

### **3.6 Prohibition of Conflicting Activities**

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

### **3.7 Confidentiality**

The Consultant and its Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the

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Project, the Services, this Agreement or NHB's business or operations without the prior written consent of NHB.

A separate non-disclosure cum confidentiality agreement ("NDA") will be signed between the Consultant and NHB, if required.

### **3.8 Insurance to be taken out by the Consultant**

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

### **3.9 Liability of the Consultant**

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

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

### **3.10 Indemnification of NHB by the Consultant**

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

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patent, trademarks, copyrights or such other Intellectual Property Rights; and/or (vi) any breach of the confidentiality obligations mentioned under clause 3.7 and /or NDA.

### **3.11 Limitation of Liability**

- (i) The Consultant's aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to \_\_\_\_\_ times of the total contract value.
- (ii) The Consultant's liability in case of claims against NHB resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the Consultant shall be actual and unlimited.
- (iii) Under no circumstances, NHB shall be liable to the Consultant for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages.

### **3.12 Consultant's Actions Requiring Owner's Prior Approval**

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

### **3.13 Reporting Obligations**

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

### **3.14 Documents prepared by the Consultant to be the Property of NHB:**

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

**3.15 Consultant's Personnel**

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

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

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

**3.16 Non-Compete**

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

**3.17 Change in Ownership or Constitution:**

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

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### **4.0 OBLIGATIONS OF NHB**

#### **4.1 Support:**

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

#### **4.2 Consideration & Payment Terms**

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

The Consultant shall submit the bills to NHB of firms printed bill forms indicating the work done by him during the period for which payment is sought. NHB shall make payments to the Consultant as per the payment schedule given in the RFP. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.

#### **4.3 Non-Solicitation:**

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

### **5.0 FAIRNESS AND GOOD FAITH**

#### **5.1 Good Faith**

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

### **6.0 UNDERTAKINGS:**

The Consultant hereby further undertakes:

## **Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai**

- (i) That the Consultant has gone through all the required/relevant and extant instructions/ circulars of Government of India, Reserve Bank of India and /or any other concerned authority, GFR issued by Ministry of Finance, guidelines of CVC and provisions of the manual/relevant instructions of NHB, as applicable to the scope/area of its work/operation under this Agreement and the advice/services to be rendered by it as the Consultant and it complies/will comply with all such requirements.
- (ii) That the Consultant has the necessary expertise to work and execute the Project as per the scope of work set out in detail in the RFP and it has the capability to deliver efficient and effective advice/services to NHB. It shall carry out the assignment under this Agreement with due diligence and with the highest standard of professionalism and business ethics.
- (iii) That being the Consultant of NHB for a consideration, it shall be accountable for (a) any improper discharge of the assignment under this Agreement and/or (b) any deviant conduct keeping in view the norms of ethical business and professionalism.
- (iv) That NHB shall have every right at its discretion to enforce such accountability in case of any improper discharge of contractual obligations and/or any advice/service rendered in the views of NHB is found to be grossly faulty/negligent/deficient and/or any deviant conduct by the Consultant and as a consequence of it, NHB can, irrespective of anything stated herein, terminate this Agreement by giving 15 days prior notice, including to withhold/retain the dues payable to the Consultant by NHB under this Agreement and appropriate/adjust the same for the losses, if any, suffered by NHB without requiring NHB to prove the actual loss.
- (v) That the Consultant shall not do anything that will be of any conflict of interest to the Consultant while discharging the obligations under this Agreement and it shall bring to the notice/knowledge of NHB beforehand any possible instance of conflict of interest while rendering any advice or service. Further, the Consultant shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The Consultant and/or any of its affiliates shall not engage in consulting or other activities that will be in conflict with the obligations under this Agreement.
- (vi) That the Consultant has not been hired for any assignment that would be in conflict with its prior or current obligations to NHB or that may place the Consultant in a position of being unable to carry out the assignment in the best interest of NHB.

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(vii) That the Consultant shall act at all times in the interest of NHB and render advice/service with highest professional integrity and shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of the contractual obligations by the Consultant.

### **7.0 SEVERABILITY:**

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

### **8.0 SETTLEMENT OF DISPUTES**

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

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

### **9.0 JURISDICTION AND APPLICABLE LAW**

This agreement including all matters connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall

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be subjected to exclusive jurisdiction of the Courts at New Delhi.

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

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

By \_\_\_\_\_

Authorized Representative

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

By \_\_\_\_\_

Authorized Representative

WITNESSES:

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

**(Format of Bank Guarantee)**

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

To  
**National Housing Bank**  
\_\_\_\_\_

In consideration of the National Housing Bank (hereinafter referred to as "NHB", which expression shall, unless repugnant to the context or meaning, thereof include its successors, representatives and assignees), having awarded in favour of M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as "the supplier", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees), a contract to provide \_\_\_\_\_ on terms and conditions set out in the Request for Proposal dated..... ("the RFP"), and the supplier having agreed to provide a Performance Bank Guarantee for the faithful performance of the services as per the terms of the "Contract" including the warranty obligations /liabilities under the

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contract of equivalent value amounting to \_\_\_\_\_ (Rupees \_\_\_\_\_ Only), which is \_\_\_ % of the value of the Contract, to NHB in the form of a bank guarantee,

We, \_\_\_\_\_ (Name) \_\_\_\_\_ (Address) (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees) at the request of the Consultant do hereby irrevocably guarantee for an amount of Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_) and undertake to pay NHB the guaranteed amount merely on demand, without any previous notice from NHB, without any demur or protest and without referring to any other source, any and all monies payable by the Consultant by reason of any breach by the said Consultant of any of the terms and conditions of the said Contract including non-execution of the Contract at any time till \_\_\_\_\_ (day /month/ year). Any such demand made by NHB on the Bank shall be conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority by and between the Consultant and NHB. The Bank agrees that the guarantee herein contained shall continue to be enforceable till the sum due to NHB is fully paid and claims satisfied or till NHB discharges this Guarantee.

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

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

The Bank further agrees that the decision of NHB as to the failure on the part of the Consultant to fulfil their obligations as aforesaid and/or as to the amount payable by the Bank to NHB hereunder shall be final, conclusive and binding on the Bank.

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

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

Notwithstanding anything contained herein:

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

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

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

(Signature)

Designation/Staff Code No.

Bank's seal

Attorney as per power of Attorney No. Dated

**(Format of Bank Guarantee)**

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

To  
**National Housing Bank**

\_\_\_\_\_ /

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

We, \_\_\_\_\_ (Name) \_\_\_\_\_ (Address) (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees) at the request of the Consultant do hereby irrevocably guarantee for an amount of Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_) and undertake to pay NHB the guaranteed amount merely on demand, without any previous notice from NHB, without any demur or protest and without referring to any other source, any and all monies payable by the Consultant by reason of any breach by the said Consultant of any of the terms and conditions of the said Contract including non-execution of the Contract at any time till \_\_\_\_\_ (day / month/ year). Any such demand made by NHB on the Bank shall be conclusive and binding, absolute and unequivocal not withstanding any disputes raised/ pending before any court, tribunal, arbitration or any other authority by and between the Consultant and NHB. The Bank agrees that the guarantee herein contained shall continue to be enforceable till the sum due to NHB is fully paid and claims satisfied or till NHB discharges this Guarantee.

NHB shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time of performance by the

## Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai

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

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

The Bank further agrees that the decision of NHB as to the failure on the part of the Consultant to fulfil their obligations as aforesaid and/or as to the amount payable by the Bank to NHB hereunder shall be final, conclusive and binding on the Bank.

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

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

Notwithstanding anything contained herein:

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

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

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

(Signature)

Designation/Staff Code No.

Bank's seal

**Request for Proposal: Civil, Painting and Repair works in residential flats at Borivali, Mumbai**

Attorney as per power of Attorney No. Dated

**XXXXXX END XXXXXX**