

Request for Proposal: Empanelment of Vendor for providing assistance support to In-House Software Development/ Maintenance/Testing Team: National Housing Bank

Request for Proposal (RFP)-

Empanelment of vendor for providing assistance support to In-House Software Development/ Maintenance/Testing Team

**Information Technology Department
Head Office, National Housing Bank
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,
New Delhi - 110 003
Phone: 011-39187234
E-Mail: rajiv.ranjan@nhb.org.in**

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GLOSSARY

Abbreviation	Description
NHB	National Housing Bank
HO	Head Office, Delhi
RRO	Regional Representative Office
PSU	Public Sector Undertaking
PSB	Public Sector Bank
EMD	Earnest Money Deposit
RFP	Request For Proposal
PBG	Performance Bank Guarantee
AMC	Annual Maintenance Cost
SLA	Service Level Agreement

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

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1. IMPORTANT BID DETAILS

1.	Date of commencement of sale of Bidding/Tender/RFP Documents	12.03.2020
2.	Pre-Bid meeting with Bidders (Date and Time)	23.03.2020 : 1600 hrs
3.	Last date and time for receipt of Bidding Documents	08.04.2020 : 1800 hrs
4.	Date and Time of Technical Bid Opening	09.04.2020 : 1800 hrs
5.	Earnest Money Deposit Amount	₹50,000/-
6.	Place of opening of Bids	National Housing Bank, Information Technology Department Head Office Core 5-A, 3 rd Floor, India Habitat Centre, Lodhi Road, New Delhi - 110003

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 provided through e-mail from designated contact personnel only or publishing on NHB's website.**
- **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 by 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 regulate the activities of housing finance companies based on regulatory and supervisory authority derived under the Act.
 - To encourage augmentation of supply of buildable land 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 & Ahmedabad.

3. PURPOSE/ OBJECTIVE:

NHB intends to prepare a panel of reputed software companies/firms for a period of two years i.e. 24 months that will supply qualified IT professionals for Development/Maintenance/Testing of its in-house and external software applications for computerizing different work areas. The Bank plans to hire assistance support engineer from these panel of empanelled vendors for the Development/Maintenance/Testing of software applications, as and when required.

4. SCOPE OF WORK:

- The broad scope of project envisages empanelment of vendors who will deploy software developers to study, design, develop, integrate, test and implement new software solution and customize existing software solution to meet the Bank's business requirements.

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- IT professionals will work for development/maintenance/testing of in-house and external software as per the requirement specification given by the Bank.
- IT professionals will work on one or more projects under the supervision of the Bank's officers.
- Hardware and software platforms will be finalized by the Bank for these software projects.
- IT professionals will be supplied purely on a contractual basis for specific period at the rate agreed by the bank and the shortlisted bidder.
- The source code including DLLs, images, library files, database dictionaries, associated documents should be satisfactorily handed over for maintenance and change management. The copyright of the software would remain with the Bank.
- Bank will deal only with the shortlisted vendor and will not make any direct payment to the Developer/Engineer of vendor's side.
- The Engineer whom the vendor will provide should be a permanent employee of the Company. The vendor should ensure that necessary background verification has been carried out before assigning the engineer to the Bank.
- The tender is for the empanelment of vendors for providing IT professionals to work with Bank's official towards software development/maintenance/testing. **Commercial quotation will be called from the empanelled vendors only on the need basis. Each time, offer will be given to L1 vendor to provide assistance support.** Bank will conduct interview for selecting assistance support engineer as per its requirements. If the L1 vendor is not able to provide suitable professional (determined by the bank only) within 15 days of placement of offer, vendor empanelment may be cancelled.

However, after selection if it is found that the engineer/engineers are not suitable for the job, the vendor will provide suitable substitute engineer within one week's notice period.

5. VALIDITY OF EMPANELMENT

The validity of the empanelment will be for two years from the date of empanelment. The validity of empanelment may be extended for further one year, at the behest of the Bank. Bank

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shall have the option of terminating the contract during the contract period by giving a 3 month's notice. Irrespective of the period, the empanelment will be deemed operative until the close of the assigned projects and hence the empanelled firm should ensure resource availability until completion of the work in hand.

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.

6. INSTRUCTIONS TO BIDDERS

6.1 General

- Commercial quotation will be called from the empaneled vendors only on need basis. NHB reserves the right to cancel the empanelment of any vendor or blacklist any empaneled vendor without assigning any reason if the service of the vendor/vendors is not found suitable. In that case, NHB can also forfeit the EMD amount of the empaneled vendor deposited with the NHB.
- All costs and expenses incurred by the Bidders in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by NHB, will be borne entirely and exclusively by the Bidder.
- No binding legal relationship will exist between any of the Bidders and NHB until execution of a contractual agreement, except the pre-contract Integrity Pact to be submitted along with the Bid. Post evaluation and finalization of the Bids and identification of the successful Bidder, the Integrity Pact will form part of the definitive agreement to be signed by the successful Bidder. For the other Bidders, 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.

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- Each Bidder acknowledges and accepts that NHB may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for shortlisting / selecting the eligible Consultant(s).
- 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:

Sh. Rajiv Ranjan Assistant General Manager Email id: rajiv.ranjan@nhb.org.in Tel: 011- 39187234	Sh. Susanta Kumar Padhi Deputy General Manager Email id: susanta.padhi @nhb.org.in Tel: 011- 39187113
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- NHB may, in its absolute discretion, seek additional information or material from any Bidder/s even after the tender/RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- Bidders should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
- If NHB, in its absolute discretion, deems that the originator of any query will gain an advantage by any response to such query, then NHB reserves the right to communicate such response to all Bidders.
- Queries / Clarification if any, may be taken up with the contact person/s detailed above before the deadline for submission of Bids between 10 am to 6 pm on Monday to Friday, excluding public holidays.
- Bidder should not have been blacklisted/debarred from participation in the Bid process by any of the Govt. Departments/PSUs/Banks/Financial Institutes in India.
- NHB will notify all short-listed Bidders in writing or by mail or by publishing in its website as soon as practicable about the outcome of their RFP. NHB is not obliged to provide any reasons for any such acceptance or rejection.

6.2 Pre-Bid Meeting:

For the purpose of clarification of doubts of the Bidders on issues related to this tender/RFP, NHB intends to hold a Pre-Bid meeting on the date and time as indicated in the RFP. The queries

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of all the Bidders, in writing, should reach by e-mail or by post on or before xx-02-2020 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.

6.3 Soft Copy of Tender/RFP Document

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

6.4 Non-Transferability of Tender/RFP

This tender/RFP document is not transferable.

6.5 Erasures or Alterations

The offers containing erasures or alterations may not be considered. Any interlineations', erasures or overwriting 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 handwritten 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.

6.6 Amendment to the Bidding/Tender/RFP document

- At any time prior to the deadline for submission of Bids, NHB, for any reason, may modify the Bidding/Tender/RFP document, by amendment or corrigendum.
- The amendment will be posted on NHB's website www.nhb.org.in
- 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.

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6.7 Language of Bid

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

6.8 Right to Alter Location / Quantities

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

6.9 Technical Evaluation Criteria

The bids received from the firms would be evaluated on the basis of their technical competencies. Only the firms having the requisite qualifying technical score would be eligible for being empaneled.

Criteria and Point system for evaluation of the bids are as under:

Maximum Points 100

	Criteria Points	(Max Marks)
1. Registration Certificate from Registrar of Firms / Company		Max Marks 10
a. Proprietorship	03	
b. Partnership	05	
c. Pvt. Ltd. Co.	07	
d. Ltd. Company (Public)	10	
* No Registration applicable for Individual Proprietorship firm		
2. List of Clients (To whom Assistant/Consultancy Support have been provided towards software development project) (Only currently valid contracts (within last 5 years) considered for points award)		Max Marks 15
• For 7 or more in Govt. Sector / PSU/Banks/FIs/ Large Corporate in India.	15	
• For 4 to 6 Govt. Sector / PSU/Banks/FIs/ Large Corporate in India.	10	
	05	

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<ul style="list-style-type: none"> Upto 3 Govt. Sector / PSU/Banks/FIs/ Large Corporate in India. 		
<p>3. List of clients (Govt. Sector/PSU/Banks/FIs/Large Corporate in India.) who have issued Satisfactory Service Certificate to the bidding company (For providing Assistant/Consultancy Support towards software development project)</p> <ul style="list-style-type: none"> More than 5 clients 3-5 clients At-least 2 clients 	15	Max Marks 15
	10	
	05	
<p>4. Track of being in the Business ((providing Assistant/Consultancy Support towards software development project through deputing their professionals)</p> <ul style="list-style-type: none"> Being in the Business for 7 or more years Being in the Business for more than 3 years to less than 7 years 	20	Max Marks 20
	10	
<p>5. ISO Certification or CMM level-III certification or above For Software Development area.</p> <p>a. If Yes</p> <p>b. If No</p>	10	Max Marks 10
	00	
<p>6. Technical & Qualified Manpower (Minimum Qualification: B.E/B.Tech; MCA/MCS; M.E/M.Tech or equivalent who is involved in software development for a period of 2 years or more.</p> <ul style="list-style-type: none"> 100-150 Qualified & Experienced Engineers 151-200 Qualified & Experienced Engineers 201 & above Qualified & Experienced Engineers 	10	Max Marks 20
	15	
	20	
<p>7. Average turnover for Last 3 years (with respect to Services / Annual Maintenance Contract only)</p> <ul style="list-style-type: none"> > Rs. 5 Crore and = < 8 Crore > Rs. 8 Crore and =< 10 crore > Rs. 10 Crore 	06	Max Marks 10
	08	
	10	

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Note: An organization having an average annual turnover of Rs. 1000 Crore or above during last three years with a minimum of 1000 employees on its payroll and having offices in all metro cities in India including Bangalore and Hyderabad, will be considered as Large Corporate Sector for this RFP.

Bidders have to provide copies of supporting documents against each criteria mentioned above, without which bid may be rejected.

The minimum qualification score for the Bid for empanelment would be 70. The Bank however retains the right to lower the cut off score if adequate number of bids do not qualify with the minimum score specified above.

6.10 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. Bidder's Experience details in the format as prescribed in **Annexure II**;
3. Compliance Statement Declaration in the format as prescribed in **Annexure III**;
4. List of Deviations, if any, in the format as prescribed in **Annexure IV**;
5. **The Technical Bid Covering Letter**: in the format as prescribed in **Annexure V**;
6. **The Technical Bid Format**: in the format as prescribed in **Annexure VI**;
7. ECS Mandate in the format as prescribed in **Annexure VII**;
8. Letter of Competency in the format as prescribed 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 amount will be rejected summarily.

6.11 Bid Currency

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

6.12 Earnest Money Deposit (EMD)

- (a) All the Bids must be accompanied by a refundable interest free security deposit of Rs. 50,000/- (Rupees. Fifty Thousand only), by way of an e-payment in favour of **National Housing Bank**.

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The Accounts details are given below:

S.No	Type	Particulars
1	Beneficiary Name	National Housing Bank
2	Beneficiary Address	Core 5A, 4th Floor, India Habitat Centre, Lodhi Road, New Delhi 110 003
3	Beneficiary Bank Name	State Bank of India
4	Beneficiary Bank Branch Address	Pragati vihar Delhi Branch, Ground Floor, Core-6, Scope Complex, Lodhi Road, New Delhi - 110003
5	Type of Bank Account	Current account
6	Beneficiary Bank A/C No	52142903844
7	IFCS code of Bank branch	SBIN0020511
8	MICR No	110004005

- (b) 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**.
- (c) Any Bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- (d) MSEs (Micro and Small Enterprises) will be treated as per extant Government guidelines. The concerned enterprise needs to provide necessary documentary evidence.
- (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.
- (g) Save as otherwise provided herein or in the definitive agreement, the EMD amount of the successful Bidder will be refunded after completion of period of empanelment.
- (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 Sign the contract; and
 - In case of any breach of the pre-contract Integrity Pact.

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6.13 Period of Validity of Bids

- Bids shall remain valid for six months from the date of bid opening prescribed by the Bank. A bid valid for shorter period shall be rejected by the NHB as non-responsive. However the time may be extended with the consent of all participants.

6.14 Format and Signing of Bids

Bid herein referred to as **“Proposal for Empanelment of vendor for providing assistance support to In-House Software Development/Maintenance/Testing Team at National Housing Bank”**

6.15 Sealing and Marking of Bids

- All the envelopes shall be addressed to NHB at the address given below:

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

- All envelopes should indicate on the cover the name and address of Bidder along with contact number. The Bidder shall seal the separate envelopes containing proposal for empanelment along with the documents confirming Pre-Qualification Criteria, in the main envelope.
- The envelope should be non-window and separately superscribed as **“Proposal for Empanelment of vendor for providing assistance support to In-House Software Development/Maintenance/Testing Team at National Housing Bank”**.
- If the envelope 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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6.16 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.

6.17 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.

6.18 Opening of Bids by NHB

- On the scheduled date and time, Bids will be opened by NHB Committee in presence of Bidder representatives who will attend the meeting on the specified date and time.
- **Place of Opening of Technical Bids:**
National Housing Bank
Core 5A, India Habitat Centre
Lodhi Road
New Delhi - 110003
- The Bidder name and presence or absence of requisite EMD and such other details as NHB, at its discretion may consider appropriate, will be announced at the time of Technical Bid opening.

6.19 Clarification of Bids

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

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6.20 Preliminary Examinations

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

6.21 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.

6.22 Instructions to the Bidders

The Bidder (in case selected) 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.

6.23 Timely availability of Support Services

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

6.24 Manuals/Drawings

The Bidder shall provide complete technical and other documentation/s for the services supplied during the period of contract. All the manuals shall be in English and must be clearly indicative of services supplied.

6.25 Modification and Withdrawal

- Every Bidder shall submit only one proposal. If any Bidder submits more than one proposal, all such proposals shall be disqualified.

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- 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.

6.26 Terms and Conditions of the Bidding firms

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

6.27 Local conditions

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

6.28 Contacting NHB or putting outside influence

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

6.29 Proposal Content

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

6.30 Banned or Delisted Bidder

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

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fact must be clearly stated. If this declaration is not given, the Bid will be rejected as non-responsive. This declaration will be submitted along with the Technical Bid

6.31 Compliance with Laws

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

6.32 Intellectual Property Rights

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

- (a) The Inputs to be provided by it shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.

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

6.33 False / Incomplete statement

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

- (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.

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7. PRE-QUALIFICATION CRITERIA

- 1) The bidder should have at least 100 IT professionals having one of the following qualifications in its roll. (An undertaking to this effect should be provided by the bidder)
 - B.E/B.Tech; MCA/MCS; M.E/M.Tech or equivalent who is involved in software development for a period of 2 years or more.
 - List of names and qualification of IT professionals to be attached.
- 2) The bidder should have at least 10 IT professionals in each area of expertise mentioned in Annexure-II
- 3) The company should have undertaken software development projects in banking or financial institutions in India.
- 4) The bidder should be in software development business for at least 3 years.
- 5) The bidder should have Technical support office at National Capital Region (NCR).
- 6) The average turnover of bidding company (not parent company) for the last three financial years must exceed Rs.5 Crores (Documentary proof to be provided).

Note1: Bidders are to submit documentary proof to establish the qualification of the above mentioned criteria.

Note 2: Bidders fulfilling all pre-qualification criteria will only be considered for further technical evaluation. Otherwise the bids will be rejected.

8. GENERAL TERMS AND CONDITIONS

- 8.1 The Bidder organization must be GST compliant and must have a valid PAN.
- 8.2 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.
- 8.3 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.
- 8.4 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

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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.

- 8.5 NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.
- 8.6 Bidder must deploy manpower having requisite qualification, experience, skill-set etc. for the project/contract.
- 8.7 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.
- 8.8 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.
- 8.9 The 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.
- 8.10 By submitting proposal/bid, the Bidder agrees to promptly execute contract with NHB for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract/service level agreement with NHB, will relieve NHB of any obligation to the Bidder, and a different Bidder may be selected.
- 8.11 Time and quality of the service are the essence of this agreement/contract. Failure to adhere to the same will be considered as breach of the terms and conditions of the contract.
- 8.12 Consortium bidding is not permitted under this RFP.

8.13 Removal and/or Replacement of Personnel

- a) If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Key Personnel (personnel according to NHB engaged for key assignments under the contract by the Bidder), the Bidder shall forthwith provide as a replacement a person of equivalent or better qualifications and skills. In case of a critical vacancy, the Bidder shall provide a temporary resource for not more than 2 months. The temporary resource shall be of equivalent qualifications and shall be paid not more than 90% of the agreed rate of the personnel being replaced.

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- b) If NHB finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at NHB's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to NHB.
- c) For any of the Personnel provided as a replacement under Clauses (i) and (ii) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Bidder may wish to claim as a result of such replacement, shall be subject to the prior written approval by NHB. Except as NHB may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

8.14 Copyright, Patents and Other Proprietary Rights:

- a. Except as is otherwise expressly provided in writing in the Contract, the NHB shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Bidder has developed for the NHB under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Bidder acknowledges and agrees that such products, documents and other materials constitute works made for hire for the NHB.
- b. To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Bidder: (i) that pre-existed the performance by the Bidder of its obligations under the Contract, or (ii) that the Bidder may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the NHB does not and shall not claim any ownership interest thereto, and the Bidder grants to the NHB a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- c. At the request of the NHB; the Bidder shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the NHB in compliance with the requirements of the applicable law and of the Contract.

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- d. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Bidder under the Contract shall be the property of the NHB, shall be made available for use or inspection by the NHB at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to NHB authorized officials on completion of work under the Contract.

8.15 Source Code

Source code of the software will be exclusive property of National Housing Bank. Bank shall remain the exclusive owner of its proprietary information and all patents, copyrights, trade secrets, trademark and other intellectual property rights therein

8.16 Pre-Contract Integrity Pact Clause (To be mentioned only in cases depending on the threshold fixed as per the policy of NHB)

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 (email: kishoresansi1@gmail.com) and Shri Rakesh Rewari (email: r_rewari@yahoo.com) 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
- (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).

Annexures I-IX

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Annexure - I

Bidder Information

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

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. Registration Certificate to be enclosed			
5.	Address of Registered Office with contact numbers [phone / fax]			
6.	PAN No. and GST No.			
7.	Contact Details of Bidder authorized to make commitments to NHB			
a.	Name			
b.	Designation			
c.	FAX No			
d.	Mail ID			
8.	Company Head Office and Addresses Contact Person(s) Phone Fax E-mail Website			
9.	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)		
10.	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(-)

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Bidder should not have been blacklisted/debarred from participation in the Bid process by any of the Govt. Departments/PSUs/Banks/Financial Institutes in India (certificate from Company HR should be submitted)

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

Authorized Signatories

(Name & Designation, seal of the company)

Date:

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Annexure - II

Bidder Experience Details

The following information should be provided

S. No.	Information	Particulars / Response
1.	<p>Provide the range of services /options offered by you covering service description and different schemes available for:</p> <ul style="list-style-type: none"> ▪ Customization ▪ Testing ▪ Implementation Support ▪ Post-implementation Support ▪ Ongoing Support for: - <ul style="list-style-type: none"> ○ AMC ○ Helpdesk ○ Training ○ Documentation ○ Others (specify) 	<p>Yes / No / Comments (if option is 'No')</p>
2.	<p>IT professionals</p> <ul style="list-style-type: none"> • Expertise area • Average experience • No. of professionals having <ul style="list-style-type: none"> i. B.E/B.Tech(Computer science/IT/Electronics) ii. MCA/MCS iii. M.E/M.Tech(Computer science/IT/Electronics) iv. Oracle certified professionals. v. MCSE/MCSD vi. JAVA certified professionals. 	
3.	<p>Major projects implemented (5 major projects)</p>	

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4.	Language and development environment in which major projects carried out.	
5.	Name of the software development projects implemented in banking and financial institutions	

Information about IT Professionals

The following information should be provided.

Area of Expertise	Development Experience (in years)	No. of IT Professionals available
SQL Server (2012 and higher version) as backend and MVC/VB.net as front-end and well conversant in ASP, HTML, XML script and development of web-based applications (Windows Operating System).	More than 2 years	
SQL Server (2012 and higher version) as backend / ORACLE (11G and higher version) and Java technologies for front-end and well conversant in JSP, HTML, XML script and development of web-based applications in Windows, UNIX, LINUX Operating System etc.	More than 2 years	
ORACLE (11G and higher version) as backend and ORACLE11G (application server) i.e. well conversant in web-based/browser based applications in Windows, UNIX, LINUX Operating System etc.	More than 2 years	

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Expertise in software testing.	More than 2 years	
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We confirm that, all the details mentioned above are true and correct and if the bank observes any misrepresentation of facts on any matter at any stage of evaluation, the bank reserves the right to reject the proposal and disqualify us from the process.

We hereby acknowledge and unconditionally accept that the bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP document, in short listing of vendors for providing software solution.

We also acknowledge the information that this bid is valid for a period of six months, for the short-listing purpose, from the date of expiry of the last date for submission of bid.

We undertake to provide required number of professionals who are on the payroll of the company for the last one year with requisite qualifications and experience as indicated in the quotations floated from time to time.

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 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 services offered by us for tender confirms to the requirement stipulated as per this RFP with the following deviations

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

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

List of deviations

- 1) _____
- 2) _____
- 3) _____

(If left blank it will be construed that there is no deviation from the specifications given above)
(The decision of NHB is final towards evaluation of the Bid documents)

Authorized Signatories

(Name & Designation, seal of the company)

Date:

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Annexure - V

Technical Bid Covering Letter

Date :

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

Dear Sir,

Technical Bid - Empanelment of Vendor for providing assistance support to In-House Software Development/ Maintenance/Testing Team: National Housing Bank

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your RFP document [Insert RFP Number] dated [Insert Date]. We are hereby submitting our Proposal

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

Dated at _____ / _____ day of _____ 2019

Yours faithfully,
For

Signature
Name:

Address:
(Authorised Signatory)

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Annexure -VI

Technical Bid Format

Bidder response to the Technical Bid of this RFP document must be provided as detailed in table 1. Any extra information may be provided as separate section at the end of Technical Bid document. Technical Bid should be submitted with covering letter.

1. **Details as detailed under Table 1.**
2. **List of deviations** (as per Annexure -IV)
3. **Technical Proposal Covering Letter** (as per Annexure -V)

Note: Bidder must submit softcopy of complete technical Bid inside the sealed envelope meant for 'Technical Proposal'.

Table 1

	Criteria Points	(Max Marks)
1. Registration Certificate from Registrar of Firms / Company		Max Marks 10
a. Proprietorship	03	
b. Partnership	05	
c. Pvt. Ltd. Co.	07	
d. Ltd. Company (Public)	10	
<i>* No Registration applicable for Individual Proprietorship firm</i>		
2. List of Clients (To whom Assistant/ Consultancy Support have been provided towards software development project) (Only currently valid contracts (within last 5 years) considered for points award)		Max Marks 15
• For 7 or more in Govt. Sector / PSU/Banks/FIs/ Large Corporate in India.	15	
• For 4 to 6 Govt. Sector / PSU/Banks/FIs/ Large Corporate in India.	10	
• Upto 3 Govt. Sector / PSU/Banks/FIs/ Large Corporate in India.	05	
3. List of clients (Govt. Sector/PSU/Banks/FIs/Large Corporate in		Max Marks 15

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<p>India.) who have issued Satisfactory Service Certificate to the bidding company (For providing Assistant/Consultancy Support towards software development project)</p> <ul style="list-style-type: none"> • More than 5 clients • 3-5 clients • At-least 2 clients 	<p>15 10 05</p>	
<p>4. Track of being in the Business ((providing Assistant/Consultancy Support towards software development project through deputing their professionals)</p> <ul style="list-style-type: none"> • Being in the Business for 7 or more years • Being in the Business for more than 3 years to less than 7 years 	<p>20 10</p>	<p>Max Marks 20</p>
<p>5. ISO Certification or CMM level-III certification or above For Software Development area.</p> <p>5.a.1 If Yes 5.a.2 If No</p>	<p>10 00</p>	<p>Max Marks 10</p>
<p>6. Technical & Qualified Manpower (Minimum Qualification: B.E/B.Tech; MCA/MCS;M.E/M.Tech or equivalent who is involved in software development for a period of 2 years or more.</p> <ul style="list-style-type: none"> • 100-150 Qualified & Experienced Engineers • 151-200 Qualified & Experienced Engineers • 201 & above Qualified & Experienced Engineers 	<p>10 15 20</p>	<p>Max Marks 20</p>
<p>7. Average turnover for Last 3 years (with respect to Services / Annual Maintenance Contract only)</p> <ul style="list-style-type: none"> • > Rs. 5 Crore and = < 8 Crore • > Rs. 8 Crore and =< 10 crore • > Rs. 10 Crore 	<p>06 08 10</p>	<p>Max Marks 10</p>

Signature
Seal of Bidder

Confidential

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Table 2

**PROFORMA FOR PERFORMANCE STATEMENT
(FOR A PERIOD OF LAST 3 YEARS)**

Name of Bidder:

Order Placed by Full Address of Purchaser	Order No. and Date	Description and number of software engineers deployed	Value of Order	Date of Completion		Remark reason for late delivery	Performance of Project (Attach certificate from customer)
				As per from customer contract	Actual		

**Signature
Seal of Bidder**

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Annexure - VII

[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

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may make such arrangements for payment as deemed appropriate by it, for effecting the transaction.

Place:

Date:

Authorized Signatory/ies

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

Bank's Stamp:

Date:

Signature of the Authorized Official of the bank

Letter of Competence Format

[To be submitted along with Technical Bid]

[To be executed on a non- judicial stamp paper]

Letter of Competence for Quoting against NHB's RFP No. /

This is to certify that we _____ [Insert name of Bidder],
Address _____ are fully competent to undertake and successfully deliver the scope of services mentioned in the above RFP. This proposal is being made after fully understanding the objectives of the project and requirements like experience, skills etc.

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

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

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Pre Contract Integrity Pact

(To be obtained depending on the threshold fixed)

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

This pre-bid/pre-contract Agreement (hereinafter called "**this Integrity Pact**") between, the National Housing Bank, a 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.

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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

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under the contract in terms of the RFP.

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

- (a) The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NHB, connected directly or indirectly with the Bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the Bidding, evaluation, contracting and implementation of the contract.
- (b) The Bidder has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NHB or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- (c)* The Bidder shall disclose the name and address of its agents and representatives including its foreign principals or associates.
- (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

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gain or pass on to others, any information provided by NHB as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. 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

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limitation on the generality of the foregoing, the Bidder further declares/ affirms as set forth below:

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

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

- (ii) **Conflict among consulting assignments** - The Bidder understands that neither Bidder (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be hired for the assignment that, by its nature, may be in conflict with another assignment of the Bidder. *As an example, Bidders assisting NHB in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, Bidders hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.*
- (iii) **Relationship with NHB's staff** - The Bidder is aware that the contract may not be awarded to the Bidder in case it is observed that it, including its experts and other personnel, and sub-consultants, 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.

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- (iv) **A Bidder shall submit only one proposal either individually or as a joint venture partner in another proposal:** If the Bidder, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This 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 service level agreement/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

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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.

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- (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.
 - (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.

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- (b) If NHB disqualifies the Bidders(s) from the tendering process prior to award of contract under clause (a) above, NHB is entitled to demand and recover the damages equivalent to the EMD and in such event, the EMD shall be forfeited.
- (c) After selection of the successful Bidder and/or during execution of the contract, any breach/violation by the successful Bidder of this Integrity Pact under clause (a) above shall entail forfeiture of performance bond/Performance Bank Guarantee (PBG).
- (d) It is agreed that the decision of NHB regarding forfeiture of EMD/performance bonds/ PBG shall be final and binding.

12. Independent External Monitors:

- 12.1 NHB has appointed Shri Kishore Kumar Sansi (kishoresansil@gmail.com) and Shri Rakesh Rewari (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 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 to the jurisdictions of the Courts at New Delhi.

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 months from the date of the signing of this Integrity Pact.
- 16.2** Should one or several provisions of this Integrity Pact turn out to 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.

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<p>For National Housing Bank</p> <p>(Authorised Signatory)</p> <p>Place: Date:</p> <p><u>Witness</u> 1. _____ _____ (Name & Address) 2. _____ _____ (Name & Address)</p>	<p>For Bidder</p> <p>(Authorised Signatory)</p> <p>Place: Date:</p> <p><u>Witness</u> 1. _____ _____ (Name & Address) 2. _____ _____ (Name & Address)</p>
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(provisions of these clauses would need to be amended /deleted in line with the policy of NHB in regard to involvement of Indian agents of foreign suppliers.)*