

RFP for Implementation of Automated Data Flow at National Housing Bank



RFP Reference No.: NHB/ITD/RFP-ADF / OUT07353 /2020

Request for proposal (RFP) for
**Procurement and Implementation of
Automated Data Flow (ADF) & Support Services**

Information Technology Department
Head Office, National Housing Bank
Core 5-A, 3rd Floor, India Habitat Centre,
Lodhi Road, New Delhi - 110 003
Phone: 011-39187000; 011-39187113; 011-39187187
E-Mail: susanta.padhi@nhb.org.in; munish.bhutani@nhb.org.in

RFP for Implementation of Automated Data Flow at National Housing Bank

GLOSSARY

Abbreviation	Description
NHB	National Housing Bank
HFC	Housing Finance Company (Supervised Entity)
DC	Data Center Site, Delhi
DR	Disaster Recovery Site, Mumbai
HA	High Availability
ADF	Automated Data Flow
HO	Head Office, Delhi
MRO	Mumbai Regional Office
RRO	Regional Representative Office
ITD	Information and Technology Department
PSU	Public Sector Unit
PSB	Public Sector Bank
TCO	Total Cost of Ownership
EMD	Earnest Money Deposit
RFP	Request For Proposal
PBG	Performance Bank Guarantee
AMC	Annual Maintenance Cost
EWS	Early Warning Signals
LC	Large Corporate (LC): An organization having an average annual turnover of Rs. 1000 Crore or above during last three years will be considered as Large Corporate (LC) for this RFP.
Service Provider/Vendor/Bidder be read as single entity. The final bidder is termed as Vendor/Service Provider	

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.

RFP for Implementation of Automated Data Flow at National Housing Bank

Contents

1. IMPORTANT BID DETAILS.....	7
2. About National Housing Bank	7
3. Instruction to Bidders.....	8
3.1 Pre-bid Meeting	9
3.2 Soft Copy of Tender Document.....	10
3.3 Non-Transferability of Tender/RFP	10
3.4 Erasures or Alterations	10
3.5 Amendment to the Bidding/Tender/RFP document.....	10
3.6 Language of Bid.....	11
3.7 Masked Commercial Bid	11
3.8 Right to Alter Location / Quantities.....	11
3.9 Documents Comprising the Bid	11
3.10 Bid Currency	12
3.11 Earnest Money Deposit (EMD).....	12
3.12 Performance Guarantee	13
3.13 Liquidity Damages.....	13
3.14 Period of Validity of Bids	14
3.15 Format and Signing of Bids.....	14
3.16 Sealing and Marking of Bids.....	14
3.17 Deadline for submission of Bids.....	15
3.18 Late Bids.....	15
3.19 Opening of Bids by the Bank	15
3.20 Clarification of bids.....	15
3.21 Preliminary Examinations.....	15
3.22 Proposal Ownership.....	16
3.23 Instructions to the Bidders:	16
3.24 Price Composition & Variation.....	16
3.25 Timely availability of Support Services.....	16
3.26 Manuals and Drawings	16
3.27 Bid Evaluation.....	16
3.28 Modification and Withdrawal	17
3.29 Revelation of Prices	17
3.30 Terms and Conditions of the bidding firms	17

RFP for Implementation of Automated Data Flow at National Housing Bank

3.31	Local conditions.....	17
3.32	Contacting NHB or putting outside influence	18
3.33	Proposal Content	18
3.34	Banned or Delisted Supplier:.....	18
3.35	Compliance with Laws	18
3.36	Intellectual Property Rights	19
3.37	False / Incomplete statement:.....	19
3.38	Restriction on procurement from a Bidder of a country which shares a land border with India: 20	
3.39	Present Set-Up.....	22
4.	Scope of Work	22
4.1.	Purpose:	22
4.2.	Objective	22
4.3.	Statement of Work:.....	23
4.4.	Deliverables and Project Goals:.....	24
4.4.1.	Readiness Assessment, Onsite Discovery, and Planning	24
4.4.2.	Administrator Training, Documentation and Knowledge Transfer	25
4.4.3.	End User Documentation, Knowledge Transfer, and Training.....	25
4.4.4.	Support.....	25
4.4.4.1.	Onsite Support:	26
4.5.	Solution and services	26
4.5.1.	General Requirement	26
4.5.2.	Solution Development Guidelines:	27
4.5.3.	Performance/Functionality Requirements:	28
4.5.4.	Web-access Requirements	29
4.5.5.	DR Site Requirement.....	29
4.5.6.	Solution Sizing and Scalability Requirements:.....	30
4.5.7.	Language and Interface requirement:	30
4.5.8.	Intellectual Property Rights	30
4.5.9.	Audit Trail & Logging Requirement:.....	31
4.5.10.	Regulatory / Compliance Requirements:	31
4.5.11.	APIs and Data Integration requirements:	31
4.6.	On-Going Activities:.....	32
4.6.1.	Management, Monitoring and Reporting.....	32
4.6.2.	Documentation.....	32

RFP for Implementation of Automated Data Flow at National Housing Bank

4.6.3. Audit Requirements	32
5. Service Level and Penalty clause.....	33
6. Project Implementation Schedule.....	34
6.1. Implementation guidelines:.....	34
6.2. Period of Contract:.....	34
7. Bidding Process (Two Stages) and Evaluation.....	34
7.1. Bid Evaluation Methodology	35
7.2. Minimum Eligibility Criteria	36
7.3. Evaluation of Technical Bids.....	36
7.4. Technical Bids (Mark Distributions).....	36
7.5. Financial Bid	38
7.6. Final Processing	38
8. Commercial Terms and Conditions.....	38
8.1. Price	38
8.2. Payment Terms	39
8.3. Payment in case of Termination of contract:	40
9. General Terms and Conditions.....	40
10. Termination Clause	42
11. Removal and/or Replacement of Personnel.....	42
12. Acceptance of Work Order /Letter of Award.....	43
14. Taxes.....	43
Annexures.....	45
Annexure 'A' (Bidder Information)	46
Annexure 'B'-(Bidder Experience Details).....	48
Annexure 'C' - (Compliance Statement Declaration).....	49
DateAnnexure 'D' - (Minimum Eligibility Criteria)	49
Annexure 'E' - (Manufacturer Authorization Format).....	51
Annexure 'F'-(Technical Bid Covering Letter)	53
Annexure 'G'-(Technical Bid Format)	54
Annexure 'H'-(Commercial Bid Covering Letter)	55
Annexure 'I' - (Commercial Bid Format)	56
Annexure 'K' - (Letter of Competence Format)	62
Annexure 'L'-(Format of Bank Guarantee).....	63
Annexure 'M'-(Service Level Agreement)	65
Annexure 'N'-(Confidentiality -Cum- Non Disclosure Agreement).....	81

RFP for Implementation of Automated Data Flow at National Housing Bank

Annexure 'O'-(Pre Contract Integrity Pact)86
Annexure 'P' - Input/output formats (data points)..... 96
Annexure 'Q'-(Resolution matrix) 97
Annexure - R - List of Deviations 98
Annexure-S: Curriculum Vitae (CV) of Key Personnel..... 99
Annexure-T: Certificate100

RFP for Implementation of Automated Data Flow at National Housing Bank

1. <u>IMPORTANT BID DETAILS</u>		
1.	Date of commencement of sale of Bidding/Tender/RFP Documents	04-Dec-2020
2.	Pre-Bid meeting with Bidders*	14-Dec-2020 (1500 Hrs)
3.	Last date and time for sale/download of Bidding Documents	28-Dec-2020 (1700 Hrs)
4.	Last date and time for receipt of Bidding Documents	28-Dec-2020 (1800 Hr)
5.	Date and Time of Technical Bid Opening#	29-Dec-2020 (1500 Hrs)
6.	Cost of RFP	Rs 5000/- (Non-Refundable) (Pl read with clause 3.2)
7.	Earnest Money Deposit (EMD) Amount	Rs 3,00,000 (Refundable) (Pl read with clause 3.11)
8.	Place of opening of Bids <i>(Meeting link will be intimated to bidders over email if conducting through VC)</i>	National Housing Bank, Information Technology Deptt. Head Office Core 5-A, 3 rd Floor, India Habitat Centre, Lodhi Road, New Delhi - 110003

Note:-

- *Due to ongoing Covid situation, meetings are being conducted online. Interested bidders can send pre-bid queries over email as per section 3.1 of this RFP.
- #Technical bids will be opened in the presence of bidders who choose to attend. The above schedule is subject to change. Meeting link for online Technical Bid opening will be shared by NHB through email in advance with the participant Bidders.
- *Notice of any changes will be provided through e-mail from designated contact personnel only or website publishing.*
- 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.

2. About National Housing Bank

National Housing Bank (NHB), a statutory institution, is a wholly owned subsidiary of the

RFP for Implementation of Automated Data Flow at National Housing Bank

Reserve Bank 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, Chennai, Bengaluru, Kolkata, Ahmedabad and Bhopal.
- c. For more details, bidders may access Bank’s website at www.nhb.org.in

3. Instruction to Bidders

General Instructions

- 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.
- Each Bidder acknowledges and accepts that NHB may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible Vendor(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.

RFP for Implementation of Automated Data Flow at National Housing Bank

- Bidders are required to direct all communications related to this RFP, through the nominated Point of Contact persons, mentioned below:

<u>Susanta Kr Padhi</u> General Manager Email : susanta.padhi@nhb.org.in Telephone : 011-39187113; 01139187000- Extn 113 Fax : +91 - 11 - 24649432	<u>Munish Bhutani</u> Regional Manager Email: munish.bhutani@nhb.org.in Telephone : 011-39187187; 01139187000- Extn 187 Fax : +91 - 11 - 24649432
-------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------

- 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 5 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.
- The bids qualify the Minimum Eligibility Criteria will be eligible for further evaluation and subsequently the bids qualify both Minimum Eligibility Criteria and Technical Evaluation will be eligible for Commercial Evaluation.
- Firm should be prime bidder and no consortium is allowed for the solution/ services to be offered

3.1 Pre-bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, NHB intends to hold an online 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, minimum 2 days before the date of pre-bid meeting, on the email/postal address as mentioned above. It may be noted that no queries of any

RFP for Implementation of Automated Data Flow at National Housing Bank

bidder, shall be entertained, which are received after the Pre-Bid meeting.

Interested Bidders can attend the scheduled Pre-bid Meeting by accessing following link in Internet Explorer/Google Chrome Browser at scheduled time:

<https://nhbonline.webex.com/nhbonline/j.php?MTID=m419fd4c8f717b6275ff59f1da091ab70>
Through Webex App: Meeting number: 1760611900 Password:12345

3.2 Soft Copy of Tender Document

The soft copy of the Tender/RFP document will be made available on NHB's website <http://www.nhb.org.in>. The Bidders are required to pay non-refundable fee of Rs. 5000/- (Rupees Five Thousand only) by way of ECS into NHB' account as described in Clause 3.11. 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.

3.3 Non-Transferability of Tender/RFP

This tender/RFP document is not transferable.

3.4 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 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.

3.5 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.

RFP for Implementation of Automated Data Flow at National Housing Bank

- 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.

3.6 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.

3.7 Masked Commercial Bid

The Bidder should submit a copy of the actual price Bid (as per the format specified by NHB), being submitted to NHB separately, by masking the actual prices. **This is mandatory.** The Bid may be disqualified if it is not submitted by masking it properly. NHB reserves the right to cancel the Bid/tender process at the time of commercial evaluation, if the format/detail (except price) of 'Masked Commercial Bid' does not match with the format/detail of actual Commercial Bid submitted.

3.8 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.

3.9 Documents Comprising the Bid

(Please follow the instructions, if any, separately prescribed in the Formats)

- Bidder's information in the format as prescribed in **Annexure A**;
- Bidder's Experience details in the format as prescribed in **Annexure B**;
- Compliance Statement Declaration in the format as prescribed in **Annexure C**;
- List of Deviations, if any, in the format as prescribed in **Annexure R**;
- Information on Minimum Eligibility in the format as prescribed in **Annexure V**;
- The TECHNICAL PROPOSAL :

The Technical Bid should be submitted in the format as prescribed in **Annexure VII** along with the covering letter in the format as prescribed in **Annexure F**. Documents comprising the Technical Proposal should be

- Documentary evidence establishing that the Bidder is eligible to Bid and is qualified to perform the contract i.e., minimum eligibility criteria as per Annexure - 'D'.
- Technical Bid as per Annexure - 'G'. Any technical Bid containing price information will be rejected.
- The proof of e-payment of Rs.3,00,000/- (refundable) made to NATIONAL HOUSING BANK.

RFP for Implementation of Automated Data Flow at National Housing Bank

- Soft copy of minimum eligibility criteria, technical bid, masked commercial bid. Read-only CD/ USB to be submitted in the envelope along with the hard copy.
- Masked Price Bid listing all the components as listed in Commercial Bid, without indicating the price.
- Bids without the RFP cost and EMD amount will be rejected.
- Documents comprising the COMMERCIAL PROPOSAL should be:
 - Complete Commercial bid as per Annexure - 'I' with covering letter as per Annexure 'H'.
 - Soft copy of commercial bid Price bids containing any deviations or similar clauses may be summarily rejected. Read-only CD/ USB to be submitted in the envelope along with the hard copy.
 - Any Other information may be furnished in separate Annexures.

3.10 Bid Currency

Bids to be quoted in Indian Rupee only.

3.11 Earnest Money Deposit (EMD)

- i. All the responses must be accompanied by a refundable interest free security deposit of Rs. 300,000/- (Rs. Three Lacs only), by way of an e-payment in favour of National Housing Bank as per account details mentioned below:

The Accounts details :

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 - 110 003
5	Type of Bank Account	Current account
6	Beneficiary Bank A/C No	52142903844
7	IFCS code of Bank branch	SBIN0020511
8	MICR No	110002658

- ii. 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.
- iii. The bidders are also required to submit ECS Mandate Form as enclosed in Annexure- 'J'.
- iv. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected. Request for exemption from EMD will not be entertained. The EMD deposit is exempted for Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)
- v. The EMD amount of all unsuccessful bidders would be refunded on completion of the tendering process.
- vi. Successful Bidder will be refunded the EMD amount after execution of SLA and submission of Performance Bank Guarantee for 3% of contract value as per terms of RFP.

RFP for Implementation of Automated Data Flow at National Housing Bank

- vii. 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.
 - For exempted MSMEs, if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security/PBG before the deadline defined in the request for bids document, they will be suspended/de-paneled, as applicable, for the period of time specified in the RFP document from being eligible to submit Bids for contracts with the Bank.

3.12 Performance Guarantee

The successful Bidder will be required to provide performance bank guarantee/PBG of value amounting to 3% of the total cost of ownership (TCO of Annexure I), in the form of bank guarantee from a scheduled commercial bank in the format as substantially prescribed in **Annexure-L**. The PBG should be valid till at least three months beyond the expiry of contract period or such other extended period as NHB may decide. The PBG is required to protect the interest of NHB against the risk of non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions including labour laws and any other laws/rules/regulations, by the successful Bidder. Default in successful implementation of the conditions of the contract, may warrant the invoking of PBG, and also if any act of the Vendor/Bidder results into imposition of Liquidated Damages/penalty, then NHB reserves the right to invoke the Performance Bank Guarantee submitted by such Bidder. The decision of NHB as to non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions etc., shall be final and binding on the successful Bidder.

3.13 Liquidity Damages

The Vendor shall be required to deliver and implement the solutions as per following time lines, failing which liquidated damages (LD) as applicable shall be levied:

SN	Deliverable	LD in case of default under respective deliverable*
1	SRS Finalisation, Solution Development, testing and Implementation	a) 0.5 % of the Total Solution Cost [Annexure I] for each week delay or part thereof, subject to maximum of 10% of the solution cost. b) In case the delay exceeds three weeks from the expected period of delivery, Bank reserves the right to cancel the order. In such an event
2	Implementation/Roll out at NHB	

RFP for Implementation of Automated Data Flow at National Housing Bank

3	Implementation/Roll out at Top 20 HFC	vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise. If orders are cancelled due to non-delivery, the vendor will be debarred by Bank for participating in any future tenders floated by Bank. In such circumstance, NHB reserves the right to forfeit EMD and invoke the submitted Performance Bank Guarantee (PBG).
4	Implementation at each (next) HFC post Completion of Implementation at Top 20 HFCs.	

**Note: Delay on the part of HFC will not be considered for this calculation*

3.14 Period of Validity of Bids

- Prices and other terms offered by Bidders must be valid for an acceptance period of 6 months from the date of submission of commercial bid for acceptance by NHB.
- In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.

3.15 Format and Signing of Bids

Each bid shall be in two parts:

- Part I: consists of MINIMUM ELIGIBILITY CRITERIA, TECHNICAL BID and MASKED COMMERCIAL BID [price bids without any price]. The above contents will be referred to as "TECHNICAL PROPOSAL".
- Part II : covering only the COMMERCIAL BID herein referred to as "COMMERCIAL PROPOSAL"
- 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.

3.16 Sealing and Marking of Bids

- The envelop shall be addressed to the Bank at the address given below:

The General Manager,
I.T. Department,
National Housing Bank
Core 5A, 3rd Floor, India Habitat Centre
Lodhi Road
New Delhi - 110003

RFP for Implementation of Automated Data Flow at National Housing Bank

- 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.
- The envelope should be non-window and separately super scribed as “Technical Proposal for Procurement and Implementation of Automated Data Flow & Support Services” and “Commercial Proposal for Procurement and Implementation of Automated Data Flow & Support Services “, as applicable.
- If the envelop is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.
- Bids not sealed properly shall not considered and will stand rejected without recourse.

3.17 Deadline for submission of Bids

- The bids must be received by the Bank at the addressed specified, not later than the last date of bid submission as indicated in the RFP.
- In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.18 Late Bids

Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will be rejected and returned unopened to the bidder.

3.19 Opening of Bids by the Bank

- On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives who will attend the meeting on the specified date and time.
- Place of opening of Technical Bids : Head Office, NHB.
- The Bidder name and presence or absence of requisite EMD, RFP cost and such other details as the Bank, if any, at its discretion may consider appropriate will be announced at the time of technical bid opening.

3.20 Clarification of bids

During evaluation of Bids, the Bank, 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.

3.21 Preliminary Examinations

RFP for Implementation of Automated Data Flow at National Housing Bank

- The Bank 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.
- The Bank 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 the Bank is final towards evaluation of the bid documents.

3.22 Proposal Ownership

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

3.23 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.

3.24 Price Composition & Variation

- The Bidder should clearly furnish the cost matrix strictly as per the structure, if any, provided in the Annexure I. 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. No price variation relating to cost of consultancy excl. taxes (present and future) will be entertained for any work assigned during the period of contract.
- Only GST will be paid as actual as per statutory revision.
- 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. The same date shall be considered for renewal of support services etc., if applicable.

3.25 Timely availability of Support Services

The vendor should have proper and adequate support mechanisms in place at New Delhi/NCR & Mumbai to provide all necessary support under this project as detailed in this RFP.

3.26 Manuals and Drawings

The vendor 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.

3.27 Bid Evaluation

- The Bank may use the services of external Vendor for normalization of bids and evaluation of bids
- Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) as per terms of RFP.
- **Detailed bidding process and Bid evaluation methodology for selection of bidder is given in Section 7.3.**

RFP for Implementation of Automated Data Flow at National Housing Bank

- Arithmetic errors correction:
 - Arithmetic errors, if any, in the price breakup format will be rectified on the following basis:
 - If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, its bid will be rejected.
 - If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
 - If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
 - Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.
 - Figures mentioned in words will be treated as final in case there is mismatch between price quoted in figures and price quoted in words.

3.28 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.

3.29 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.

3.30 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-R, 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.

3.31 Local conditions

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

RFP for Implementation of Automated Data Flow at National Housing Bank

3.32 Contacting NHB or putting outside influence

Bidders are forbidden to contact NHB or its Vendors 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.

3.33 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.

3.34 Banned or Delisted Supplier:

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 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

3.35 Compliance with Laws

- (a) The Vendor/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 Vendor.

RFP for Implementation of Automated Data Flow at National Housing Bank

- (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 Vendor under this contract.

3.36 Intellectual Property Rights

The Bidder warrants that in the event of its selection as the 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.
- (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.
- (e) In addition, the clause is applicable to but not limited to items listed at clause 5.5.9.

3.37 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

RFP for Implementation of Automated Data Flow at National Housing Bank

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.

3.38 Restriction on procurement from a Bidder of a country which shares a land border with India:

- Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

However, such registration is not required for being eligible under this RFP in case the Bidders are from countries (even if sharing land border with India) to which Government of India has extended lines of credit or in which the Government of India is engaged in development projects, as per the updated list of such countries given on website of Ministry of External Affairs.

- The Bidder shall also submit a certificate as per the format enclosed as **Annexure XVIII**. If such certificate given by the successful Bidder is found to be false, this would be a ground for immediate termination of the contract and for further legal action in accordance with law.
- For the purpose of this clause:
 - a) "Bidder" (including the term 'tender', 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
 - b) "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
 - (i) An entity incorporated, established or registered in such a country; or

RFP for Implementation of Automated Data Flow at National Housing Bank

- (ii) A subsidiary or an entity incorporated, established or registered in such a country; or
 - a. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - b. An entity whose beneficial owner is situated in such a country; or
 - c. An Indian (or other) agent of such an entity; or
 - d. A natural person who is a citizen of such a country; or
 - e. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- c) The beneficial owner for the purpose of (b) above will be as under.
 - i. In case of company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

“Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company;

“Control” shall include the right to appoint majority of the directors or to control the management or policy decision including by virtue of their shareholding or management rights or shareholders agreement or voting agreement;
 - ii. In case of partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person

RFP for Implementation of Automated Data Flow at National Housing Bank

exercising ultimate effective control over the trust through a chain of control ownership.

- d) An Agent is a person employed to do any act for another, or to preset another in dealings with third person.

3.39 Present Set-Up

- i. Bank has its DC site at Head Office and DR Site at Mumbai.
- ii. Both sites are connected over MPLS
- iii. Internet bandwidth is provisioned at both sites through dedicated ILL lines for providing access to various portal/services hosted at Bank's DC/DR Sites
- iv. Bank has online management and information reporting system (ORMIS) in place to facilitate HFCs in filing statutory returns as per prescribed schedule. The system is .net/MS SQL based system which captures the return data through upload of digitally signed excel files and generate reports as per requirements from CDR database.
- v. Further details will be shared with Final Bidder.

4. Scope of Work

4.1. Purpose:

- i. NHB is seeking a Vendor cum system integrator for implementation of Automated Data Flow (ADF). Vendor shall implement a generic solution for all the housing finance company (HFC) to collect data from their source systems and stored on a centralized server of NHB via Straight through Processing (STP).
- ii. The application should allow NHB to perform independent analysis on the data received from the HFC's on its centralized server.
- iii. The application should allow NHB to collect data in desired formats.
- iv. The application should allow encryption for data in transit and should follow best practice for implementing SSL or encryption key or any protocols.
- v. Implementation should be temper proof in order to avoid unauthorized modification.
- vi. Application forms elements should be validated based on the nature of the fields and limit the choices for the HFC's by providing list of option.
- vii. Application should also provide audit trail and logs if any for any submission of HFC as and when needed.
- viii. Application should be designed to able to handle large chunks of HFC data over internet in concurrent manner. Present Bandwidth of internet leased line is 64 Mbps at DC Site.

4.2. Objective

- i. The primary objective of the project is to collect data available in different source of HFC's on a single platform at NHB from where MIS reports can be generated.
- ii. To eliminate the redundant data.
- iii. To have a uniform structured data for data warehouse.

RFP for Implementation of Automated Data Flow at National Housing Bank

- iv. To avoid repetitions of submission of data from HFC.
- v. To increase the efficiency of the correct report generation by monitoring in timely manner.
- vi. Collection of data from each HFC via State through Processing on a predefined interval for a specific format.
- vii. Implement a solution that will validate the correctness of data, eliminate the redundant data & helps in tacking and revision of data.
- viii. Implements a centralized repository for storing structured and high volume of data.
- ix. Centralized repository should be scalable enough to accommodate more requests as and when the HFC grows.

4.3. Statement of Work:

- i. Selected Bidder shall study and understand the Reporting and Data Analytics requirement of NHB. Pl refer Annexure P for requisite Input and Output/Report requirement, which are required to be captured/produced through proposed ADF system. List of such formats/reports is attached as per Annexure P, however the detailed formats (Annexure-1 and Annexure-2) will be shared amongst potential bidders during pre-bid meeting.
- ii. NHB is seeking push/pull mechanism as an implementation methodology for setting up ADF solution at NHB & HFCs. The data will be pulled from HFC's system and pushed to NHB's Systems in an automated manner. The push/pull will be triggered at a set frequency as per requirement of Bank without manual intervention.
- iii. Reports/Output formats are attached however same may be added/modified/deleted during product development and implementation phase. The selected bidder will discuss and crystalize the reports and queries as per NHB's requirements during implementation. The requirement might increase/decrease based on the requirement study. Vendor should also be prepared to provide enhancements/modifications keeping in view the fresh/future requirements of NHB or Regulator/Statutory Authorities.
- iv. REPORT generation methodology:
 - a) Frequency of every report will be decided by NHB. The same will be shared with the successful bidder. Bidder has to provide parameterized screen where NHB should be able to change frequency of any report.
 - b) Drill Down facility for all reports should be made available
 - c) Output of reports may be exported into various format like text files (various delimited), word file, Excel, PDF.
 - d) Report should be able to be generated or any input period / For any HFC /for any pre-defined geographical areas like state, region etc.
 - e) Report generation must be facilitated with drag/drop facility (pivot) to generate customized reports based on captured parameters.
- v. If there is any data gap, the solution should support manual upload from HFC through an interface with maker-checker facility. Pl read with clause 5.5.8. Data gap means the input data items which are not directly available from HFC's production system but are kept in records at HFCs in any non-production system/mechanism.
- vi. The selected bidder will implement BI and will enable various BI reports/Dashboard as per requirement of NHB.
- vii. Based on ADF data captured, the selected bidder will enable/implement generation of various EWS (Early Warning Signals) reports through a user interface, as per requirement of the Bank.
- viii. The Solution should be web based with all User Friendly and Security Features viz. Audit Trail, Access Control, Password Control, and Report Extraction Control etc. in line with such Policies of

RFP for Implementation of Automated Data Flow at National Housing Bank

NHB, which shall be defined and discussed with finally selected Bidder. Bidders should have clear understanding and acceptance of same.

- ix. The web-based portal should have standard features and options to generate reports outputs in various formats such as TEXT, MS-WORD, MS- EXCEL, XML, XBRL, JSON, PDF, PPT or any other formats per requirement of NHB.
- x. The Solution should provide facility for ad-hoc/self-service report generation to facilitate report design, generation, distribution and archiving. The solution should enable users to generate their own reports through queries on variety of parameters. Capability to store the already generated queries for future use should be available.
- xi. Bidder will implement Business Intelligence Solution suitable for this delivery. All requisite hardware/software will be procured and implemented by Bidder. The reporting solution may be implemented in non-HA manner.
- xii. Comprehensive training on the entire solution deployed along with customizations is to be provided to NHB's project team & user team and must cover both classroom and hands on. Necessary training material and documents must be provided to the participants.
- xiii. The solution should support installation of the applications in scope on Test Environment and assist NHB in carrying out User Acceptance Test (UAT). Selected bidder shall also provide Test Cases and Methodology acceptable to NHB. NHB would need separate production & UAT cum test, development and training environments. **The proposed infrastructure should consider setting up UAT environment at DC site.**
- xiv. The vendor must arrange for pilot testing of reports.
- xv. The selected bidder will implement the solution at each designated HFCs as informed by NHB. Vendor shall build the software so that the same supports all major database systems such as MS SQL/Oracle/My SQL/PostgreSQL/DB2/SAP Hana etc.
- xvi. The bidder should provide comprehensive documentation of the application
- xvii. The vendor should provide application maintenance for error fixes, additions / modifications to the software to cater to changes to data sources and/or new reporting requirements during warranty period of contract.
- xviii. Defined Features (but not limited to):
 - a) Ability of Multi Database Connectivity for pull/push of Data.
 - b) Ability for scheduling the period of extraction.
 - c) Ability for different extraction schedule for different application.
 - d) Ability for Concurrent extraction of multiple source data streams.
 - e) Ability to load full / incremental Data on required frequency.
 - f) Ability for Data Quality check & Cleansing.
 - g) Capable of generating Data Gap report (Missing Data/incomplete Data).
 - h) Audit trail of each process and users involved.
 - i) Availability of user management module for creating role based access rights / privileges.
 - j) Ability to create dynamic reports based on various data points captured as per requirement.
 - k) Ability to create customized BI/EWS/Analytics reports as per requirement.

4.4. Deliverables and Project Goals:

4.4.1. Readiness Assessment, Onsite Discovery, and Planning

- Draft Project plan along with Gantt chart for delivery/implementation and roll out at NHB/HFC
- Discussion with HFCs to understand their native system and mapping of data points.
- Onsite review of client systems to gather and capture information about existing infrastructure.

RFP for Implementation of Automated Data Flow at National Housing Bank

- Identify potential challenges and propose solutions.
- Recommend an effective communications and training plan based on best practices
- Determine required tasks for configuring ADF solution at NHB/HFC
- Planning considerations to implement solution.
- Assessment and documentation for software configurations, including identification of necessary changes from current configuration standards.
- Roll out ADF initially for top twenty (20) HFCs/ as informed by NHB
- Post Implementation at Top 20 HFCs, the solution will be deployed in rest of the HFCs as advised by Bank. The list will be shared with Final Bidder.

4.4.2. Administrator Training, Documentation and Knowledge Transfer

- Onsite training of IT staff for:
 - a. Administration of ADF solution and services,
 - b. Creation and administration of deployed solution at NHB/HFC
 - c. Provisioning and de-provisioning of users, including disposition of data that meets NHB's retention and compliance policies.
- Software customization best practices, including roles based controls and separation of duties.
- Creating reports for activity, performance, health and access
- Administrator documentation detailing all configurations

4.4.3. End User Documentation, Knowledge Transfer, and Training

- General end-user documentation and training on the deployed environment cum solution.
- General end-user documentation on changes/customization in the solution.
- General end-user documentation on archive.

4.4.4. Support

- One contact number for all support (user/technical) needs would be preferred. Vendor should provide the address and telephone number for the general customer/ technical support location at Delhi/NCR.
- Vendor will depute 2 onsite officials during period of contract post signoff. The duty hours of onsite qualified engineer would be 10 AM to 6 PM. In urgent circumstances, vendor will ensure the availability of Onsite Engineer for smooth operations and support services.
- Vendor will ensure that deployed solution is under OEM warranty, as applicable, during the period of contract.
- Vendor will extend requisite support to HFCs in creation of intermediary database/views at HFC end.
- During period of contract, Vendor will provide support as per resolution matrix defined in this RFP. Non-adherence to resolution matrix will be considered as breach of SLA and dealt as per terms of RFP.
- Vendor will provide support on ADF management, upgradation during contract period.
- Supporting users on ADF usage
- Training users on deployed solution
- Weekly support reporting
- Quarterly service review.

RFP for Implementation of Automated Data Flow at National Housing Bank

4.4.4.1. Onsite Support:

- Vendor will deploy requisite manpower for software development and its implementation to meet the implementation schedule and till sign-off is provided by the Bank.
- Post Signoff, Vendor will depute **two onsite qualified professionals** during the period of contract for providing onsite support at NHB and HFC.
- Vendor will provide onsite support as per resolution matrix (annexure Q).
- Vendor will provide offsite support to NHB's supervised entities i.e. HFCs. If required, associated/company provided support staff may require to travel to HFC, expense of which will be borne by Vendor.
- Onsite support professional must have minimum qualification as under.
 - Min. 3year+ experience in software development, testing and implementation.
 - Graduate with requisite certification/know-how w.r.t. software/solution deployed for ADF implementation
 - Proficiency in English/Hindi, presentable person.
 - NHB reserves right to accept to demand change of suitable support person.
- Bidder to submit detailed profile of onsite support engineers in before sign-off by the Bank.
- Vendor will provide onsite support at Bank's DR site during its implementation at DR Site.
- Vendor will also ensure that adequate support is deployed at DR Site, in cases when application is being operated as primary service from DR Site or while conducting DR Drill or as advised by Bank during the period of Contract. Pl note that Bank conducts DR Drill once per quarter. Onsite Engineer will be notified for such requirements by the Bank in advance.
- Vendor will ensure that adequate and qualified manpower is deployed at all times. Pl read along with clause

4.5. Solution and services

Vendor will ensure adherence to following instructions/requirements during the period of contract:

4.5.1. General Requirement

- i. Vendor will implement ADF solution and all requisites required for this rollout at NHB and HFC as per requirement of the Bank.
- ii. Vendor will implement ADF for all HFCs supervised by NHB in phase manner as mutually decided. List of such HFCs will be provided during implementation.
- iii. Any other service/ features added to above plan by NHB during the contract period shall be delivered unconditionally and free of cost to Bank till ADF is implemented at Top 20 HFCs. Any further customization required will be dealt as per contracted man-day rate on approval by Bank. Such development will be considered as part of implemented solution and AMC for the services will be provided as per terms of RFP.
- iv. The solution will be implemented at Bank's DR site and will be kept at Sync based on Bank's defined RTO/RPO guidelines under BCP.
- v. Any additional licenses/infrastructure required for further enhancement/implementation will be provisioned/implemented by vendor during period of contract with no cost to Bank.
- vi. The Solution should be IPv6 Compliant with dual stack compatibility. Subsequent migration to IPv6 to be done, if required, without additional cost to the Bank.
- vii. The Solution must provide for configurations/filters along with standard MIS Reports.

RFP for Implementation of Automated Data Flow at National Housing Bank

- viii. The solution must have provision for generating reports for reconciliation purposes
- ix. The solution must have provision for integration with Bank's existing MS SQL based ORMIS system.
- x. The proposed reporting/BI solution must be listed in Latest Gartner Magic Quadrant for BI Tools.

4.5.2. Solution Development Guidelines:

- i. The solution should be inherently versioned and efforts should be made to ensure that new versions of solution should be backward compatible with at least one or two previous versions of implementation requirements, so that HFCs can start using new version of the solution without mandatorily making changes to their systems/infrastructure.
- ii. Implemented ADF solution and APIs/interfaces should be platform and database agnostic. The solution must be able to converse with other technology components such as platforms and databases, complete with management suites or with the induction of adaptors and interfaces/APIs.
- iii. Vendor to ensure that software engineering standards are adopted during software development lifecycle to ensure that the developed solution is able to meet quality certifications and security testing as described/prescribed by Standardization Testing and Quality Certification (STQC) Directorate Office of the Ministry of Electronics and Information Technology, Government of India.
- iv. As part of the overall software development lifecycle, a minimum customization and maximum configuration approach should be adopted.
- v. There should not be any hard-coding in any aspect of the development and release lifecycle of the proposed application.
- vi. Master data should be available in parameterized format. It should be based on the Meta data standards for the Finance industry / domain / sector. They should not be hard-coded in the application.
- vii. Screen labels may differ between solutions owing to the localization requirements for a solution proposed to be implemented. Configuration of screen labels should be made available through resource files. They should not be hard-coded in the application.
- viii. Based on the user departments business requirements, alerts and messaging services need to be pushed or pulled to the end user. Allowing for alerts and messages to be available as a configurable component would ensure that unwanted alerts and messages are not routed through to all workflow entities.
- ix. Please note that solution should be flexible enough to be able to prepare various kinds of reports for various levels of officers in the hierarchy, along with aggregation and data sorting features.
- x. As a configurable component, Bidder would ensure that the reports are localized to the needs of a user, rather than being generic to business function or sub-unit.
- xi. It is expected from solution provider that workflows are available as configurable components to allow the solution to be configured to meet current/future business requirements of NHB during the period of contract and beyond.
- xii. Bank operates in multiple languages (Hindi and English). As such deployed solution/reporting should be adaptable and support bi-lingual reporting, with Hindi and English as two languages.
- xiii. Vendor to ensure that business rules are configurable to allow the organization to localize

RFP for Implementation of Automated Data Flow at National Housing Bank

- the solution to their business requirements as such the business rules should not be hard coded in the deployed ADF application/ solution.
- xiv. As a management tool, most senior officers require dashboards/BI reports to review the HFC performance/output reports. As configurable component, vendor would ensure that the user is able to see his or her, role-based dashboard during its development in coordination with Bank.
 - xv. Solution must have ability to add additional features without compromising the core code.
 - xvi. It may be required that a solution is required to interface with other bespoke smaller applications, unique to an HFC/stakeholder. Solution must be developed in such a manner that there is minimal effort required for such activities and should be made available through external adaptors/APIs interfacing with the core ADF application.
 - xvii. In addition, application may also require providing ways to extend the application without using custom code. As such, application/solution must implement a mechanism for customizing the Interface, and a way of extending the data storage schema which can either single fixed schema with a set of columns available for custom data or single fixed schema with separate tables holding custom data or as per requirement for this enablement.
 - xviii. From an application development and re-engineering guidelines perspective it is required that the application is developed to meet mobile device service delivery platform requirements while at the same time ensuring security of data, ease of use of the application and continuation of the citizen experience as over traditional access mechanism.
 - xix. The proposed solution should have the following:
 - i. Clear input and outputs should be defined
 - ii. Ability to perform business validations
 - iii. Clearly defined error codes
 - iv. Support (i) Asynchronous (ii) Synchronous (ii) Batch mode, models of integration
 - v. Support Web Services
 - vi. Support File Transfer
 - vii. Support SMTP
 - viii. Support Mobile (SMS) service delivery
 - ix. Support API based integrations
 - x. Support Push & Pull Integration
 - xi. Support Published / Subscribed methods such as Java Messaging Service, RSS etc.
 - xii. Support integration on open standards
 - xiii. All major validations / constraints such as primary & foreign keys can be at the database level and others such as business logic at the context level → Access should be compatible with external devices such as hand-held devices, tablets & smartphones etc.
 - xiv. Support Bi-lingual reporting (Hindi/English)

4.5.3.Performance/Functionality Requirements:

- i. Solution should provide an uptime of 99.00% and in case of failures, penalty shall be levied on the successful bidder as per SLA.
- ii. The proposed solution must be implemented at High availability (HA) at DC/DR Site to maintain requisite uptime. The bidder will submit the proposed implementation plan cum presentation detailing implementation approach at

RFP for Implementation of Automated Data Flow at National Housing Bank

- NHB/HFC/methodology/security aspects/assumptions along with the technical bid.
- iii. The proposed solution needs to be integrated with existing Active Directory solution/or as decided by Bank.
 - iv. The solution should offer multi factor authentication for profile users. Vendor will enable MFA as per requirement of Bank.
 - v. The proposed solution must be able to trigger and send email alerts using Microsoft Office 365/Relay Server/Exchange 2010
 - vi. The proposed solution should provide User management to Administrators.
 - vii. Capability to provide access from Mobile devices.
 - viii. Functionality for Self-password reset/Password Management with support to multi factor authentication.
 - ix. Ability to use a PC, Mobile/Tablets, laptop etc. for a complete user experience outside the office.

4.5.4.Web-access Requirements

- i. The services/portal, if required/developed during the period of contact and are made accessible over internet will be setup by Vendor as per proposed solution.
- ii. Bank will provide Windows Server only for cohosting web-services, however all other requirements such as SSL/IIS or applicable services will be procured/ implemented/ configured by vendor in coordination with NHB server team. SSL Certificate and other costs will be borne by vendor at DC and DR Site, however Bank will extend requisite support for procuring the same in name of the Bank.
- iii. For the functionalities that requires “occasional disconnected/offline” operations, solution/application may be designed to use a local persistent store/cache just for the purposes of offline capability and later sync as and when connectivity is restored. As connectivity becomes ubiquitous, less of such offline capabilities are needed.

4.5.5.DR Site Requirement

- i. Vendor shall implement solution at DR Site in lines with DC Site post issuance of order from Bank’s authorized personnel.
- ii. The implementation is required to be carried out within 6 weeks from the date of issuance of above order.
- iii. DR Site infrastructure and implementation methodology will be in lines with solution implemented at DC Site. Hardware and Software cost quoted in commercial bid, for DR Site implementation, will remain valid for first 1 year from the date of Initial Work order. Post 1 year, variation of 10% in the total cost is permitted at discretion of Bank.
- iv. The solution will be designed and implemented in such a way that it remains at Sync with Solution implemented at DC Site, with RPO of 1 Hr and RTO of 15 min.
- v. Implementation guidelines/ scope of work/LD/Penalty terms and condition mentioned in this RFP will also be similarly applicable for DR site implementation.
- vi. Post implementation, Vendor will extend onsite support at DR Site during conduct of DR Drill/ switching of primary access of application from DC to DR site and vice versa as and when required by the Bank.
- vii. The cost of implementation and Payment terms for implementation of solution will remain same as defined in this RFP/Commercial Bid.
- viii. An additional work order will be issued to Bidder post successful completion of project at Bank’s DC site or as per requirement of the Bank.

RFP for Implementation of Automated Data Flow at National Housing Bank

4.5.6. Solution Sizing and Scalability Requirements:

Though an initial estimation of the hardware specifications (quantity and model / version) would be required to size the solution based on requirements defined in this RFP, however, to increase capacities the solution should be adaptable to scaling. The following should be kept in perspective:

- i. Solution should be able to handle increasing number of first-time users, transactions, data sharing processes etc.
- ii. Solution should be able to handle increasing number of concurrent users, concurrent transactions, synchronous data upload/ download between NHB and HFC's systems.
- iii. Solution should be able to perform to the agreed service levels regardless of the bandwidth available or in multiple bandwidth availability scenarios
- iv. Solution should optimally use technical resources such as memory, processor (CPU), storage etc. In addition, solution should optimally use data center resources on available bandwidths.
- v. The solution should be able to harness the advantages of legacy technology (servers, software, devices etc.) while be able to upgrade to newer systems. This would enable low cost – optimal utilization of resources.
- vi. Vendor will provide/enable a centralized portal for generating MIS reports or creating template based customized MIS reports as per Bank's requirement.

4.5.7. Language and Interface requirement:

- i. The development should be undertaken using Unicode compliant practices
- ii. The solution should support open standards on language interfaces.
- iii. Solution should at least be bi-lingual (Hindi and English)
- iv. The solution/reporting portal should be configured with APIs that enable building of transliterated data dictionaries, with preemptive text, so that the user is given the choice to select the nearest match while filtering reports/ data search within the report.

4.5.8. Intellectual Property Rights

- i. The Intellectual Property Rights for the developed product should invariably reside with NHB. This should include the source code, release management artifacts and all other technical and domain related documentation for the developed solution. The licenses procured for the implementation of solution may be provided.
- ii. Release Management Artifacts (included but not limited to deployable component) should include the following:
 - a) Core Application
 - b) Packaged Installation
 - c) Application Code
 - d) Code Review
 - e) Unit Test Results
 - f) UAT Scripts & Test Cases
 - g) User Interface Testing Results
 - h) Performance Test Results
 - i) Security Test Results
 - j) Requirement Traceability Matrix
 - k) Deployment Scripts

RFP for Implementation of Automated Data Flow at National Housing Bank

- l) Deployment Manual
- m) User Manual
- n) Technical Manuals
- o) Release Notes
- p) Standard Operating Procedures
- q) Application Customization Guidelines
- r) Quality Assessment Report
- s) UAT Acceptance Benchmarks
- t) Mapping sheet for defects/functionality and system test cases
- u) Non-Functional Requirements Compliance sheet
- v) Backup of the Database before executing the incremental Script
- w) Incremental Script
- x) Release note for Database changes done between builds
- y) DB Code Review Report

4.5.9. Audit Trail & Logging Requirement:

- i. The solution should maintain and manage the logs for all the necessary services under this solution. The solution should have capabilities to integrate with the email system
- ii. Log monitoring capabilities to be provided to the Bank and in case of incidents, security breaches, Bank has to be notified in near real time.
- iii. Vendor will provide & implement wildcard certificate or any such requirement, required for smooth implementation of solution at NHB DC/DR Site. Vendor will ensure that the validity of such certificate etc is valid till 5year 2 months post issuance of work order.

4.5.10. Regulatory / Compliance Requirements:

- i. Vendor shall adopt best practices in software development to keep the solution light and efficient
- ii. Bank shall be the owner of its data, and shall retain all rights, title and interest in the data stored for this implementation.
- iii. Right to Audit: The Vendor should provide right to audit. If required, Audit rights for the Bank or its appointed auditor (nominee) or regulators should be provisioned.
- iv. Vendor will extend support and provide requisite resolution/patching based on Information Security Audit observations, that Bank undertakes on Annual basis.
- v. There are various laws like Information Technology Act, Data Privacy Act, Data Retention Directive, E-Privacy Directive, E- Commerce Directive, The Computer Fraud and Abuse Act 1984, Digital Millennium Copyright Act 1988 will be applicable to the ADF solution developed and deployed at NHB/HFC.
- vi. It will be mandatory to protect the data privacy as per Indian Data Privacy Law. Vendor should comply with all such laws in existence currently or introduced in future by the Govt. agencies or any other regulatory body.
- vii. Before sign-off, Bank may carry out VAPT on the implemented ADF Solution. Vendor will extend support during the Audit, if required.

4.5.11. APIs and Data Integration requirements:

RFP for Implementation of Automated Data Flow at National Housing Bank

- i. For integration with external applications at HFC, the Solution must have well defined APIs so that applications can invoke such APIs, as authorized by NHB/HFC based on requirement.
- ii. The methodology will be adopted from case to case basis. In cases where external data can-not be fetched directly from HFC's systems through implemented API/Solution, vendor will ensure that implemented solution is provisioned with facility to directly upload the delta/gap-data through maker/checker facility at HFCs.
- iii. The delta/gap-data may vary from HFC to HFC as such it is expected that implemented solution is dynamic and flexible in nature to avoid implementation issues in hindsight.

4.6. On-Going Activities:

4.6.1. Management, Monitoring and Reporting

- i. During the period of project, the Vendor should provide on-premise qualified professional at NHB's Head Office suitably, during several phase of development/ implementation/ support of proposed solution and to support users during 10:00 am to 06:00 pm x 5 days (Monday to Friday) as per BoM. During urgent work or any special occasion, NHB may ask the Vendor to work on weekends/holidays without paying any additional cost.
- ii. Escalation Matrix should be in place and provided to the Bank for unresolved issues.
- iii. The bidder should also have an integrated service desk portal for raising user queries/ tickets and real time updates. However, Bank at its own discretion may use existing service desk software and bidder may be required to do requisite integration.
- iv. Activities like but not limited to User Id creation, deletion, modification, system configuration etc. shall be in the scope of support.
- v. During the tenure of contract, the Vendor shall have Back to back support arrangement with the OEM and it would be the responsibility of the Vendor to co-ordinate with OEM for early resolution of issues, if required.

4.6.2. Documentation

- i. As part of deliverables, successful bidder shall prepare following documents:
 - (a) Project Documentation - Solution Architecture, Implementation & Roll-out plan.
 - (b) SOP Document for users at NHB and HFC for operating all the solution components.
 - (c) User Manual and Training material.

4.6.3. Audit Requirements

- i. Bank is subjected to various audits [internal / statutory / RBI etc.]. In the event of any observation by the audit regarding security, access etc., the same will be intimated to the Bidder. The Vendor to carry out the changes for enabling Bank to comply on the same, if required. No additional cost would be paid by Bank.

Note:

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

RFP for Implementation of Automated Data Flow at National Housing Bank

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.

5. Service Level and Penalty clause

i. If the Selected Bidder fails to deliver the required services due to reasons attributable to him like downtime due to non-functioning/ non- accessibility of system/non- availability of support, the penalty would be imposed as mentioned below while processing the payment.

ii. Penalty for Downtime:

The successful bidder will adhere to the following Service Level Agreements (SLA) related to support for AMC support/service/solution implemented/provided at NHB:

S.No	SLA for uptime of the solution	Penalty
1	>=99.0%	NIL
2	98% to 99%	Rs 1,00,000/- per .1% of drop in uptime
3	Below 99.00%	Rs. 5,00,000/ per .1% of drop in uptime

The uptime will be calculated as per the formula given below:

$$\text{Uptime (\%)} = (\text{Sum of total hours during month} - \text{Sum of downtime hours during month}) \times 100 / \text{Sum of total hours during month}$$

Total hours in a month will be taken as: 24hrs* no. of days in respective month. Any downtime scheduled at NHB will not be considered for above calculation.

If the uptime falls below 99.0% twice during any quarter, contract / Order may be cancelled and Bank may claim entire advance amount with interest from the bidder with additional 10% of the yearly AMC/Support cost as penalty.

iii. Penalty for Non-Availability of deployed onsite support:

A Maximum of 18 leaves per year (4.5 per Qtr. on Pro-rata) shall be allowed for resource deployed. In case resource needs to take off/leave from the duty, he has to take due approval from department authorities. In case total number of leaves exceed the maximum allowed leaves, payment shall not be made for the period of unavailability and additional penalty shall be levied as per following:

RFP for Implementation of Automated Data Flow at National Housing Bank

S No.	Resource Type*	Penalty
1	Onsite Support Personnel	Rs. 1500/- per day of absence per personnel

*Vendor will ensure that alternate resource arrangement is provisioned in absence of deployed resource under intimation to NHB. Applicable penalty will be enforced as above in case resource is not deployed in absence of primary resource.

6. Project Implementation Schedule

The Vendor shall be required to deliver and implement the solutions as per following time lines, failing which liquidated damages* (LD) as applicable shall be levied:

SN	Schedule	Timelines
1	SRS Finalisation, Solution Development, testing and Implementation	Within 04 weeks from the date of purchase order.
2	Implementation/Roll out at NHB /Roll out at 5 HFCs	Within 5-6 weeks from the date of Purchase order.
3	Implementation/Roll out at Top 20 HFCs	Within 8-9 weeks from the date of Purchase Order.
5	On-site support.	To start immediately after the completion of Implementation, sign-off and Training phase.

*Delay at the part of HFC will not be considered for this calculation.

6.1. Implementation guidelines:

- i. Vendor will submit the progress on implementation and migration process on a weekly basis with ITD, NHB, Delhi Office.
- ii. Vendor will suitably document all processes during development/deployment/implementation of solution as defined in the scope of work (Refer clause 4).
- iii. Till infrastructure is supplied and delivered by vendor at NHB, vendor will initiate the implementation of solution at NHB at Bank's provided infrastructure (Only Hardware/Storage). The implementation will accordingly be migrated to Infrastructure supplied by Bidder through this RFP at no extra cost.

6.2. Period of Contract:

- i. The Bank will enter into service contract cum agreement for 5 years with successful bidder. The contract will be reviewed annually and will be renewed based on satisfactory performance review at Bank's discretion.

7. Bidding Process (Two Stages) and Evaluation

RFP for Implementation of Automated Data Flow at National Housing Bank

For the purpose of the present job, a two-stage bidding process will be followed. The response to the RFP will be submitted in two parts:

- Technical bid Part I
- Commercial bid Part II

The bidder will have to submit the Technical bid and Commercial portion of the bid separately in two separate red lac-sealed envelopes (wax seal), duly super scribing "Implementation of AD Solution", "TECHNICAL BID" or "COMMERCIAL BID" as the case may be.

TECHNICAL BID shall not contain any pricing or commercial information.

The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized by him. The authorization shall be indicated by a written power of attorney accompanying the Bid. All pages of the Bid shall be initialed by the person(s) signing the Bid.

The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections shall be initialed by the person(s) signing the Bid.

7.1. Bid Evaluation Methodology

The objective of evaluation methodology is to facilitate the selection of the technically superior solution at optimal cost.

To meet NHB's requirements, as spelt out in the RFP, the selected Bidder must have the requisite experience in providing services in the field of Information and Communication Technology, the technical know-how, and the financial wherewithal that would be required to successfully set-up the required infrastructure and provide the services sought by NHB, for the entire period of the contract. The evaluation process of the bids proposed to be adopted by NHB is indicated below. The purpose of it is only to provide the Bidder an idea of the evaluation process that NHB may adopt. NHB reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation NHB may seek specific clarifications from any or all the Bidder.

It may please be noted that NHB reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RFP document.

The details of 'Minimum Eligibility Criteria', provided by the vendor in its response to this RFP, will be evaluated first, based on the criteria described in section 10.1. The technical and commercial responses to this RFP will be considered further only for those vendors who meet the Minimum Eligibility Criteria. Vendors must provide their responses in the format given in Annexure - 'D'.

Techno-Commercial Evaluation i.e. Quality cum Cost Based System (QCBS):

Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) where Technical Bid Score will get a weightage of 70 and Commercial Bid Score a weightage of 30.

RFP for Implementation of Automated Data Flow at National Housing Bank

The technical and commercial response evaluation will be based on the criteria described in following section onwards.

7.2. Minimum Eligibility Criteria

Proposals not complying with minimum eligibility criteria, as enumerated below, will be rejected and will not be considered for evaluation of technical bid. The proposal should adhere to the minimum eligibility criteria mentioned at Annexure D

Note: Bidder to submit supporting documents and clearly flag the same

7.3. Evaluation of Technical Bids

- i) Minimum Eligibility Criteria bids received from the Bidder will be opened in the presence of representatives of the bidders who choose to be present as per the schedule notified by NHB. A detailed check & analysis will be subsequently carried out by NHB. Based on responses to 'Minimum Eligibility Criteria', Bidder will be short listed for further technical evaluation.
- ii) The technical bid will be analyzed and evaluated, based on which the Technical Score (TS) shall be assigned to each bid. Technical Bids receiving a TS greater than or equal to a score of 80 (cut-off marks) will be eligible for consideration in the subsequent round. The Parameters of the Technical evaluation are broadly as follows:

7.4. Technical Bids (Mark Distributions)

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

Maximum Points 100

	Description	Criteria Points	(Max Marks)
1.	Number of years of experience of the Firm in implementing MIS/ADF solutions		Max Marks 15
	a. More than 5 years	15	
	b. >3 to <=5 Years	10	
2.	List of Clients where Centralized MIS/ADF implementations are carried out (Only valid contracts (upto last 5 years, will be considered for award of points) (Copy of Purchase order or Contract to be attached)		Max Marks 15

RFP for Implementation of Automated Data Flow at National Housing Bank

	<ul style="list-style-type: none"> ○ For 3 or more Public sector bank/ Private bank/BFSI in India ○ For 1 or More Public sector bank/ Private bank/BFSI in India 	15 10	
3.	Details of Qualified professionals on the role of the firm handling ADF/Similar scale MIS projects (List to be provided by Company's HR department)		Max Marks 15
	<ul style="list-style-type: none"> • More than 50 professionals • Above 20 to 50 professionals • 10 to 20 professionals 	15 10 05	
4.	Average Turnover for Last 3 financial year		Max Marks 15
	<ul style="list-style-type: none"> • Above Rs.100 Crore (Above 5 Crore for MSME) • >Rs. 50 Crore to <=100 crore • >Rs. 25 Crore to <=50 crore 	15 10 5	
5.	ISO27001/ CMMi Certification		Max Marks 15
	<ul style="list-style-type: none"> • Above ISO27001/CMMi Level 3 certified • ISO27001/CMMi Level 3 certified 	15 10	
6.	Presentation of proposed ADF solution covering:	(qualifying marks: 16)	Max Marks 25
	i. Understanding of Requirement and Proposed Solution	5	8
	ii. Implementation Plan, approach and methodology at NHB & HFCs.	7	10
	iii. Support/Services infrastructure.	4	7

*Bidder scoring less than eligible qualifying marks in any category of presentation, listed at S.No.6) of proposed ADF solution will not be termed as eligible for further evaluation.

- i. Bidders have to provide copies of supporting documents against each criterion mentioned above, without which bid may be rejected. Bidders will submit index page of the supporting documents while submitting response.
- ii. The minimum qualification score for the Technical Bids would be 80 (cut-off marks) out of Total 100 marks.

Note: An organization having an average annual turnover of Rs.1000 Crore or above during last three years will be considered as Large Corporate Sector for this RFP.

RFP for Implementation of Automated Data Flow at National Housing Bank

7.5. Financial Bid

Only firms successfully qualifying the requisite criteria of the Technical Bid process would be considered eligible for the Financial Bid Round.

The evaluation of the Financial Bids would be as follows:

- ◆ The lowest bid (As per Total Cost "Y" of Annexure I) will be assigned the maximum Financial Score of 100 points.
- ◆ The Financial Scores of the other Financial Bids will be computed relative to the lowest evaluated Financial Bid.
- ◆ The Financial Score computing methodology is as follows:

$$\text{Financial Score (Bid under Consideration)} = \frac{100 \times \text{Price (Lowest Bid)}}{\text{Price (Bid under consideration)}}$$

7.6. Final Processing

- ◆ Proposals would be ranked according to their Final Score arrived at by combining Technical and Financial Scores as follows:

$$\text{Final Score (FS)} = \text{Technical Score} \times T + \text{Financial Score} \times F$$

(T - Weightage given to the Technical Bid, F - Weightage given to the Financial Bid, T + F = 1)

- ◆ Weightage for the bids are as follows:

I.	Technical Bid	T	70%
II.	Financial Bid	F	30%
Total Weightage			100%

- ◆ The firm achieving the highest combined Technical and Financial Score may be invited for negotiations, if required.
- ◆ The Bank reserves the right to revise the evaluation criteria, methodology, distribution points and weightages; if it finds it necessary to do so.

8. Commercial Terms and Conditions

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

8.1. Price

- i. The Price quoted by the Bidder should include all type of costs.
- ii. The price should be valid for full contract period of Five years.
- iii. The price should be inclusive of all taxes (except GST), duties, levies charges, transportation, insurance, as per Commercial Bid.

RFP for Implementation of Automated Data Flow at National Housing Bank

- iv. The price quoted by the Bidder shall remain firm during the Bidder's performance of the contract i.e., for a period of Five years which may be extended, if required, by NHB.
- v. Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- vi. Based on the contracted rates, NHB will place order annually after performance review of the previous year. Please note that the bidder will conduct project reviews on quarterly basis at Bank' HO. All payments will be subject to positive review of the same by the Bank.
- vii. Vendor to ensure that licenses are renewed without fail at the annual frequency or as required by the Bank during the period of contract.
- viii. For any future requirement, order will be placed at the contracted rate as mentioned in the Commercial Proposal & as per applicable terms of this RFP. Failure in accepting the order will attract terms of penalty & termination of this RFP, at discretion of the Bank.

8.2. Payment Terms

Any payment will be released only after submission of PBG (as per Clause 3.12) & post-signing of SLA as per the following payment terms.

Payment terms are as follows:

8.2.1. The payment terms are detailed as under:

S.N.	Item Description	Details/Frequency
A	Solution Cost [Pl refer Annexure I]	Post Submission of: i) PBG ii) All applicable contracts b) 50% after solution delivery/implementation at NHB and First 5 HFCs and generation of Output Reports. c) 50% after solution delivery/implementation at next 15 HFC and generation of Output Reports.
B	Implementation, User Training Cost [Pl refer Annexure I]	100% Payment (Post sign-off) i.e. post completion of Installation, configuration, implementation cum integration at NHB and Top 20 HFCs, generation of output reports, Documentation & Training as per scope of work.
C	Support Cost [Pl refer Annexure I]	a) Payment in equal Quarterly installments payable against invoice.

RFP for Implementation of Automated Data Flow at National Housing Bank

- 8.2.2. The payment towards future requirements will be made on completion of assignment/s and subject to the satisfaction of the Bank.
- 8.2.3. Any additional requirement will be invoiced base on commercial terms of RFP. Bidder will invoice only after taking approval from the Bank.
- 8.2.4. The bidder shall raise invoice for the quarter along with credit note for penalty for that quarter. The net of same will be released.
- 8.2.5. Payment for any quarter will be made after deducting TDS/other taxes and applicable penalty/LD pertaining to the quarter.
- 8.2.6. On receipt of payment advice from bank, bidder has to acknowledge the same and submit payment receipt / confirmation.
- 8.2.7. Payment for subsequent quarters will be made only after the payments of previous quarters have been released.
- 8.2.8. All the payments will be made by NHB electronically through RTGS/ NEFT. Hence, Bidder to submit ECS Mandate Form (as per Annexure J) along with cancelled cheque in original with Minimum Eligibility bid.
- 8.2.9. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- 8.2.10. All payments will be released within 4 weeks of receiving the undisputed invoice along with credit note/invoice, if applicable.
- 8.2.11. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted

8.3. 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.

9. General Terms and Conditions

- 10.1 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.
- 10.2 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.
- 10.3 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

RFP for Implementation of Automated Data Flow at National Housing Bank

contracted period. NHB will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right perspective.

- 10.4 NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.
- 10.5 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.
- 10.6 Although service window has been defined as **9.00am** to **9.00pm**, the selected Bidder must provide services beyond the above time in case of urgent requirement of NHB without any extra cost.
- 10.7 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.
- 10.8 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, after a period of 100 days after completion/execution of the assignments/contract.
- 10.9 Bidder must deploy manpower having requisite qualification, experience, skill set etc. for the project/contract.
- 10.10 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.
- 10.11 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.
- 10.12 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.
- 10.13 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.
- 10.14 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.

RFP for Implementation of Automated Data Flow at National Housing Bank

- 10.15 The bidder shall submit the Signed Integrity Pact on Rs 100/- Stamp paper along with the technical bid.
- 10.16 All expenses related to execution of the agreements including costs of stamp paper, stamp duty to be borne by the selected vendor.

10. Termination Clause

NHB reserves its right to terminate the contract partially or fully in the event of one or more of the following situations:

- i. Shortfall in achieving the Service Level requirement successively in two quarters or any three quarters in a financial year.
- ii. Bidder fails to perform any other obligation(s) under the contract.
- iii. Any threat is perceived or observed on the security of bank's data / property out of any action by the staff deployed for monitoring / configuration etc., by Vendor.
- iv. However either party, in the case of termination, will give 3 months' notice to the other party.
- v. The Bank, at its discretion, may terminate the contract by giving written notice to the bidder if the bidder fails to perform satisfactorily elapsing 4 weeks from the date of work order, due to any reason apart from related to Bank as mutually agreed.
- vi. The Bank may, at any time terminate the contract by giving written notice to the Service provide if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

11. Removal and/or Replacement of Personnel

- a) If, for any reason beyond the reasonable control of the Vendor, it becomes necessary to replace any of the Key Personnel (personnel(s) according to NHB engaged for key assignments under the contract by the Vendor), the Vendor shall forthwith provide as a replacement a person of equivalent or better qualifications and skills. In case of a critical vacancy, the Vendor 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.
- 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 Vendor 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 Vendor may wish to claim as a result of such replacement, shall be subject to the prior written approval by

RFP for Implementation of Automated Data Flow at National Housing Bank

NHB. Except as NHB may otherwise agree, (i) the Vendor 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.

12. 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 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.

13. Definitive Agreement

The successful Bidder will sign Service Level Agreement (SLA) substantially in the format as provided in **Annexure M** and the Confidentiality cum Non-Disclosure Agreement (NDA) in **Annexure N** with NHB within 15 days of the letter of award (LoA)/work order 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.

14. Taxes

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

15. Use of Contract Documents and Information

The Vendor 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.

16. Assignment

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

RFP for Implementation of Automated Data Flow at National Housing Bank

17. Duration of Contract

The contract will be valid till Five years from the date of sign off and all the Deliverables should be delivered within defined Implementation schedule from the date of work order as defined in this RFP.

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 the Buyer to carry out the assignment in a specified manner. The format of Pre-Contract Integrity Pact will be as per Annexure - 'N'. The same shall necessarily be submitted along with the Technical Bid.

In this regard, NHB has appointed Shri Kishore Kumar Sansi, Ex-MD of Vijaya Bank (email id kishoresansi1@gmail.com) and Shri Rakesh Rewari, Ex-DMD, NHB (email id : 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.

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 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.

-----XXX-----

Annexures

RFP for Implementation of Automated Data Flow at National Housing Bank

Annexure 'A' (Bidder Information)

PART - 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.	GSTIN			
7.	PAN No			
8.	Contact Details of Bidder authorized to make commitments to NHB			
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.	Whether bidder has provided MIS/ADF Solution with focus on scope as defined in this RFP	Yes / No / Comments (if option is 'No')		
15.	Whether the Bidder is black listed / debarred at the time of submission of this Tender, by Government of India or Central PSU / PSE/ PSB/ FI/Regulatory Bodies. If yes please give details	Yes/No/Comments (if option is 'Yes') (If option is 'Yes' Bidder may Not be considered)		
16.	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(-)
		2017-18		

RFP for Implementation of Automated Data Flow at National Housing Bank

		2018-19		
		2019-20		

Audited/Provisional/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:

RFP for Implementation of Automated Data Flow at National Housing Bank

Annexure 'B'-(Bidder Experience Details)

1.	Bidder's experience providing similar MIS/ADF solution (in years)			
	a) Experience in India			
	b) Global experience			
2.	Details of minimum three service contracts on Centralised MIS/ ADF/ Similar implementations with PSBs/ PSUs/ FIs/ Ministry of India.			
3.		Name of the customer & Contact information	Active/Expired	Contract Period (From to To Date)
4.	Project 1			
5.	Project 2			
6.	Project 3			
7.	Total number of ADF/Similar contracts executed.			
8.	No. of qualified professional employed			
9.	No. of qualified professional employed in NCR office			
10.	Number of operating offices in India			
11.	Details of Reference Client Sites			
	Reference site 1			
	Reference site 2			
12.	Operating Office in Delhi-NCR.			

Authorized Signatories

(Name & Designation, seal of the company)

Date:

RFP for Implementation of Automated Data Flow at National Housing Bank

Annexure 'C' - (Compliance Statement Declaration)

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

RFP for Implementation of Automated Data Flow at National Housing Bank

Annexure 'D'- (Minimum Eligibility Criteria)

Following format to be filled by the Bidder and must submitted in Technical Bid envelope along with softcopy and relevant documentary proof.

Bidders will submit index page of the supporting documents while submitting response.

S. No	Specific Requirement	Documents Required	Supporting documents/proof at Page No.
1.	The bidder must be a Company/LLP/Partnership Firm incorporated in India and registered under the Companies Act 1956/2013 or Limited Liability Partnership Act 2008 or Partnership Act 1932 as applicable and must have a registered office in India for at least 5 years.	Copy of Certificate of Incorporation / Registration	
2.	Firm should have all necessary licenses, permissions, consents, No Objections, approvals as required under law for carrying out its business. It should have currently valid GST and other applicable taxes registration certificates /PAN etc	Undertaking to be submitted	
3.	Average annual turnover of the Bidder during last three financial years (2017-18, 2018-19, 2019-20) should be at least Rs. 25 Crores and above. (For MSME Rs 5 Crore)	Statutory Auditor/ CA Certificate with Registration Number / Seal along with Certified copy of audited accounts as supporting documents. Un-audited accounts will not be considered	
4.	Bidder should have a positive Net Worth as on 31st March 2020.	Statutory Auditor/ CA Certificate with Registration Number/ Seal	
5.	Bidder must be in the business of delivering Software MIS Solutions for the past 3 years in India.	Work Order+ Completion Certificate	
6.	The bidder must have successfully executed Centralized MIS/ ADF solution in at least one Public sector bank/ Private bank/BFSI registered in India during last 5 years.	Work Order+ Completion Certificate	

RFP for Implementation of Automated Data Flow at National Housing Bank

7.	The bidder must have successfully executed similar work during previous 5 Years: 1. Two similar work of value not less than Rs. 1.00 Crore. or 2. Four similar works of value not less than Rs. 50 lacs each	Work Order + Completion Certificate from the client indicating the amount	
8.	The bidder must possess valid certification of ISO 9001:2015 as on last date of bid submission.	Copy of a valid certificate	
9.	Bidder should be ISO 27001 or CMMi Level 3 or above certified as on last date of bid submission.	Copy of a valid certificate	
10.	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) complies with the code of integrity as specified in the bidding document e) not have been blacklisted/debarred from participation in the bid process by any of the Govt. Departments/ PSU/ Banks/Financial Institutes/companies in India.	A self-certificate letter	

Annexure 'E'- (Manufacturer Authorization Format)

//To be submitted for respective Infrastructure Item

RFP for Implementation of Automated Data Flow at National Housing Bank

Ref:

Date:

To

The General Manager
IT Department
National Housing Bank, New Delhi

Dear Sir,
Sub: Implementation of Automated Data Flow
Reference:

We <OEM Name> having our registered office at <OEM Address> are the manufacturer of "....." do hereby authorize M/s_____ (Name and address of the Partner) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates / upgrades. The cost quoted by the bidder includes back-to-back OEM support charges for the entire period of contract or till the services are renewed with Microsoft whichever is later.

We also confirm that we will ensure all product upgrades (including management software upgrades and new product feature releases) are provided by M/sfor all the products quoted for and supplied to the bank during the contract period.

We also undertake that in case of failure in implementation of the solution as per scope mentioned in the RfP by the <Bidder Name>, we will take ownership to implement the same either ourselves or through our other authorized partner as per scope of the RfP.

The cost quoted by M/s is inclusive of back-to-back support from OEM

<OEM Name>

Authorized Signatory
Name
Designation

Note: This letter of authority should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney.

RFP for Implementation of Automated Data Flow at National Housing Bank

Annexure 'F'-(Technical Bid Covering Letter)

Date :

To
The 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: Implementation of Automated Data Flow(ADF)

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, which includes Minimum Eligibility Criteria, this Technical Proposal and a commercial Proposal. The minimum eligibility criteria and technical proposal are put in one envelope and the commercial proposal in separate envelope.

We also enclose masked Commercial Bid.

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

Dated at ____ / ____ day of ____ 2020.

Yours faithfully,
For

Signature
Name:

Address:
(Authorised Signatory)

RFP for Implementation of Automated Data Flow at National Housing Bank

Annexure 'G'-(Technical Bid Format)

Technical Bid Format

Bidder response to the Technical Bid of this Tender document must be provided as detailed in Section 7.3 of the RFP. 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 Chapter 7.3
2. List of Deviations as per Annexure R.
3. Technical Proposal Covering Letter (as per Annexure -'F')

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

RFP for Implementation of Automated Data Flow at National Housing Bank

Annexure 'H'-(Commercial Bid Covering Letter)

Date:

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

Dear Sir,

Commercial Bid -Implementation of Automated Data Flow (ADF)

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your Request for Proposal [Insert RFP Number] dated [Date], and our Proposal (Technical and Commercial Proposals). The Total fee is inclusive of all taxes, duties, charges and levies (as applicable and payable under the local laws) and out of pocket expenses that we might incur and there will be no additional charges.

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

Yours faithfully,

For

Signature

Name

Address

(Authorised Signatory)

RFP for Implementation of Automated Data Flow at National Housing Bank

Annexure 'I'- (Commercial Bid Format)

The structure of the Bidder's commercial response to this tender 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.

Bidders are requested to note the following:

- All the details must be provided as per format. Incomplete formats will result in rejection of the proposal.
- Masked commercial Bids must be given with technical Bid. All the pages of commercial Bids must be sealed and signed by authorized signatory.
- All the quoted costs must include all applicable taxes, charges and other levies.
- In case of shifting of DC /DR site the installation rate quoted under future requirement category will be taken for placing order during the period of next 5 years.
- Bidder must submit softcopy of complete commercial Bid inside the sealed envelope meant for 'Commercial Proposal'.
- 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:

RFP for Implementation of Automated Data Flow at National Housing Bank

I. Total Solution Cost

(All Amount in INR)

Table 1

S.No	Description	Total Cost excl. taxes [A]	Applicable Taxes	Total Cost Incl. Taxes
1	One-time ADF Implementation & Roll out Cost at NHB and Top 20 HFCs* (Development, Implementation, Training) [A1]			
2	Total Cost of Hardware# required for complete implementation[A2]			
3	Total Cost of Software^ required for complete Implementation[A3]			
4	Total Solution Cost [A] = [A1+A2+A3]			

*List will be provided to successful Bidder

#The proposed solution must be planned based on scope of work defined in the RFP such implementation at High Availability. Pl note that proposed solution and associated infrastructure/license will be provided and maintained by Vendor at Bank's Data Centre during the period of contract. Infrastructure related to network/storage/electrical/environmental requirements will be facilitated by the Bank.

^ The proposed BI/Reporting tool/solution must be listed in Gartner's Magic Quadrant.

II. Total Support Cost *

Table 2

S.No.	Description	Total Cost excl. taxes [B]	Applicable Taxes	Total Cost Incl. Taxes
1	Onsite support cost for First Year [B1]			
2	Onsite Support Cost for 2 nd year [B2]			
3	Onsite Support Cost for 3 rd year [B3]			
4	Onsite Support Cost for 4 th year [B4]			
5	Onsite Support Cost for 5 th year [B5]			
4	Total Support Cost [B] (B1+B2+B3+B4+B5)			

*Vendor will provide support at DR Site, in case when systems from DR Site will work as primary solution or during conducting DR Drill (once in a quarter).

RFP for Implementation of Automated Data Flow at National Housing Bank

III. Total Solution, Implementation and Support Cost for Five Years

Table 3

S.No	Description	Total Cost excl. taxes [C]	Applicable Taxes	Total Cost Incl. Taxes
1	Total Solution and Support Cost for Five years (Total Contract Value) [C] = [A+B]			

IV. Future/Optional Cost

i. ADF Roll Out Cost

Table 4

S.No	Future Services#	Total Cost excl. taxes [D1]	Applicable Taxes	Total Cost Incl. Taxes
1	ADF Roll out Cost at HFC having Asset Size < 1000 crore			
2	ADF Roll out Cost at HFC having Asset Size >= 1000 and < 10000 crore			
3	ADF Roll out Cost at HFC having Asset Size >= 10000 and < 100000 crore			
4	ADF Roll out Cost at HFC having Asset Size >= 100000			
5	Total Future Cost for ADF Roll Out [D1]			

The cost of ADF roll out will remain same during the tenure of Project.

ii. Optional Services

Table 5

S.No.	Optional Service*	Total unit cost (man-day/ man-month), excl. of taxes [D2]	Applicable Taxes	Total cost, incl. of taxes
1	Per man-day cost for add-on development/ customisation (p1)			
2	Per man-month# cost for add-on development/ customisation (p2)			
3	Per man-month# cost of additional Onsite Solution Support Personnel (p3)			
4	Total Cost for evaluation [D2] = [(22*p1)+p2+p3]			

*The cost will remain same during the period of contract. Bidder will deploy the requisite professional onsite during

RFP for Implementation of Automated Data Flow at National Housing Bank

support/customization/development and deployment as applicable.

#Man-Month = 22 Man-days

iii. Implementation Cost at DR Site

Table 6

S.No.	Item	Total Cost excl. taxes [D3]	Applicable Taxes	Total cost, incl. of taxes
1	Total Hardware Cost			
2	Total Software Cost			
3	Implementation Cost			
4	Total Cost of implementation at DR Site [D3]			

Note: DR Site infrastructure and implementation methodology will be in lines with solution implemented at DC Site. Hardware and Software cost will remain valid for first 1 year from the date of Initial Work order. Post 1 year, variation of 10% in the total cost is permitted at discretion of Bank.

Total Future/Optional Cost [D]

Table 7

S.No.	Item	Total Cost excl. taxes	Applicable Taxes	Total cost, incl. of taxes
1	Total Future/Optional Cost [D]= D1+D2+D3			

V. Total Cost of Ownership (TCO)

Table 8

S.No.	Parameter	Total Cost excl. taxes [TCO]	Applicable Taxes	Total Cost Incl. Taxes
1	Total Cost of Ownership during 5 yr period of Contract [TCO] = (C+D)			

RFP for Implementation of Automated Data Flow at National Housing Bank

Commercial Evaluation

- a. Total value, as per Table 9, below will be considered for Commercial Evaluation:
- b. **Only values under "Total Cost Excluding Taxes" column quoted in above tables will be considered for commercial evaluation.**

Table 9

S.No	Item Description	Total Value	Total Value in words
1.	Total Value for Commercial evaluation. [Y= 70% of C + 30% of D]		

Note: This value (Y) will be used to arrive at lowest bidder for further evaluation as per terms of RFP

Bidders are requested to please make note the following:

- Price for all the components will be considered for evaluation of commercial bid.
- Masked commercial bids must be given with Minimum Eligibility Bid, failing which bids shall be liable to be rejected. Masked fields should be mentioned as 'Quoted'. Partial commercial bid shall not be accepted.
- Rates quoted herein towards Solution Cost and for Future Cost are valid till the end of the contract.
- Post 5 year of contract, the existing service contract may be renewed at discretion of Bank on the same terms and condition.
- All the rates must be quoted in INR.
- While the bidder's short listing will be done based on QCBS evaluation methodology defined in the RFP, purchase order for 1st year and renewal order for 2nd year onwards shall be placed in respective years.
- Conditional commercial bids would be rejected.
- The Bank shall release separate purchase orders for Optional Items, if and when required.
- No separate price structure / format will be accepted.

Authorized Signatories
(Name & Designation, seal of the company)
Date

RFP for Implementation of Automated Data Flow at National Housing Bank

Annexure 'J'-(ECS MANDATE)

[To be submitted along with Technical Bid]

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 vendor/supplier _____

2. Address of the vendor/supplier _____

City _____ Pin Code _____

E-mail id _____

Phone /Mobile No. _____

Permanent Account Number (PAN) _____

Service Tax 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 (to be obtained from the respective 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 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

RFP for Implementation of Automated Data Flow at National Housing Bank

Annexure 'K'- (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 recommendation is being made after fully understanding the objectives of the project and requirements like experience 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:

RFP for Implementation of Automated Data Flow at National Housing Bank

Annexure 'L'-(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 Vendor", 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 Vendor 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 Vendor do hereby irrevocably guarantee for an amount of Rs. _____ (Rupees. _____) (hereinafter referred to as the "Guaranteed Amount") 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 Vendor by reason of any breach by the said Vendor 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 Vendor and NHB. The Bank agrees that the guarantee herein contained shall continue to be enforceable till the sum due to NHB under this bank guarantee is fully paid and claims satisfied or till NHB discharges this bank guarantee. Unless a demand for claim under this bank guarantee is made on the Bank in writing on or before _____, the Bank shall be discharged from all liabilities under this bank guarantee thereafter.

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

RFP for Implementation of Automated Data Flow at National Housing Bank

Vendor. 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 bank 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 Vendor 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 Vendor 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 bank 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 Vendor 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 bank guarantee against the Bank as a principal debtor, in the first instance notwithstanding any other security or bank guarantee that it may have in relation to the Vendor's liabilities.

This bank guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor(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

RFP for Implementation of Automated Data Flow at National Housing Bank

Annexure 'M'-(Service Level Agreement) (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 _____, 202_, by and between,

National Housing Bank, a bank constituted under the National Housing Bank Act, 1987, having its Head Office at Core 5A, 3rd -5th 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 "**Vendor**"), which expression shall include wherever the context so permits, its successors and permitted assigns.

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

WHEREAS

- (A) NHB intends to hire the Vendor 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 Vendor 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 Vendor;
- (C) The Vendor 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 Vendor have agreed to enter into this definitive Service Level Agreement in the manner hereinafter appearing:

NOW THEREFORE the Parties hereby agree as follows:

1. GENERAL PROVISIONS

RFP for Implementation of Automated Data Flow at National Housing Bank

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;
- (d) "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 Vendor 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 Vendor as described/set out in Clause _____ of the RFP.
- (h) "Third Party" means any person or entity other than NHB and the Vendor.

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;
- 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.

RFP for Implementation of Automated Data Flow at National Housing Bank

- 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 Vendor.

1.3 Purpose

- 1.3.1 It is hereby agreed that the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor. The Vendor, subject to this Agreement, has complete charge of personnel to be engaged by the Vendor 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

RFP for Implementation of Automated Data Flow at National Housing Bank

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 Vendor:

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.

1.8 Location

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

1.9 Authority of Vendor

The Vendor hereby authorize _____ to act on their behalf in exercising the entire Vendor's rights and obligations towards NHB under this Contract, including without limitation for signing letters/communications, execution of agreements, for

RFP for Implementation of Automated Data Flow at National Housing Bank

receiving instructions and payments from NHB.

1.10 Taxes and Duties

The Vendor 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 Vendor.

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 Vendor i.e. w.e.f.

2.2 Commencement of Services

The Vendor 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

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.

RFP for Implementation of Automated Data Flow at National Housing Bank

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 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.

RFP for Implementation of Automated Data Flow at National Housing Bank

- (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 Vendor, suspend all payments to the Vendor hereunder if NHB is not satisfied with the performance of the Vendor or if the Vendor 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 Vendor to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the Vendor 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 Vendor, (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 Vendor 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 Vendor 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;

RFP for Implementation of Automated Data Flow at National Housing Bank

- (c) If the Vendor fails to comply with any final decision reached/award passed as a result of arbitration proceedings pursuant to Clause-8 hereof;
- (d) If the Vendor submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the Vendor knows to be false;
- (e) If, as a result of Force Majeure, the Vendor 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 Vendor either in the Bid Documents or in the subsequent correspondences are found to be false and/or the Vendor/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 Vendor 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

RFP for Implementation of Automated Data Flow at National Housing Bank

penalty and TDS/other applicable taxes.

3.0 OBLIGATIONS OF THE VENDOR

3.1 Standard of Performance

The Vendor 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 Vendor 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 dealings with third parties.

3.2 Law Governing contract

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

3.3 Conflict of Interest

The Vendor 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 Vendor Not to Benefit from Commissions/Discounts etc.

The payment of the Vendor by NHB shall constitute the Vendor's only payment in connection with this Contract or the Services, and the Vendor 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 Vendor shall use their best efforts to ensure that its Personnel similarly shall not receive any such additional payment.

3.5 Vendor and Affiliates not to be otherwise interested in /benefited from the Project

The Vendor agrees that, during the term of this Contract and after its termination, the Vendor 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 Vendor 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 Vendor 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 Vendor 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 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 Vendor and NHB, if required.

3.8 Insurance to be taken out by the Vendor

The Vendor 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 Vendor or their staff on the assignment

3.9 Liability of the Vendor

The Vendor 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 Vendor in such performance, subject to the following limitations:

- (a) The Vendor 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 Vendor and its Personnel; and
- (b) The Vendor shall not be liable for any loss or damage caused by or arising out of circumstances over which the Vendor had no control.

3.10 Indemnification of NHB by the Vendor

The Vendor shall indemnify NHB and shall always keep NHB, its employees, personnel,

RFP for Implementation of Automated Data Flow at National Housing Bank

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 Vendor or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Vendor or its personnel; and/or (iii) any claim made by employees who are deployed by the Vendor 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 Vendor to its employees; and/or (v) any or all Deliverables or Services infringing any 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 Vendor'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 Vendor'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 Vendor shall be actual and unlimited.
- (iii) Under no circumstances, NHB shall be liable to the Vendor 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 Vendor's Actions Requiring Owner's Prior Approval

The Vendor 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 Vendor can hire the services of Personnel to carry out any part of the services. The Vendor shall remain fully liable for the performance of the services by its personnel pursuant to this Contract.

3.13 Reporting Obligations

The Vendor 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 Vendor to be the Property of NHB:

RFP for Implementation of Automated Data Flow at National Housing Bank

All software, algorithms, reports and other documents prepared/developed by the Vendor in performing the Services shall become and remain the property of NHB, and the Vendor shall, not later than upon termination or expiration of this Contract, deliver all such documents to NHB, together with a detailed inventory thereof. The Vendor 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 Vendor's Personnel

The Vendor 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 Vendor will do its utmost to ensure that the personnel identified by the Vendor to work under this Agreement completes the Term. If any such personnel resigns from his job and leaves the Vendor, the Vendor will provide NHB with another personnel of equivalent knowledge, skill and experience acceptable to NHB as his substitute.

The Vendor 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 Vendor 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 Vendor.

The Vendor 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 Vendor under this Agreement. The Vendor 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 Vendor 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 Vendor.

3.16 Non-Compete

The Vendor 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 Vendor will inform NHB immediately about any change in its ownership or its constitution. The Vendor 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 Vendor and/or with the new owner,

RFP for Implementation of Automated Data Flow at National Housing Bank

NHB shall have the right of termination and in that event, the payment, if any, upon termination may be made as provided in clause 2.8.4.

4.0 OBLIGATIONS OF NHB

4.1 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 Vendor for carrying out the assignment under the Contract.

4.2 Consideration & Payment Terms

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

The Vendor 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 Vendor 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 Vendor 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 Vendor hereby further undertakes:

RFP for Implementation of Automated Data Flow at National Housing Bank

- (i) That the Vendor 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 Vendor and it complies/will comply with all such requirements.
- (ii) That the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor shall not do anything that will be of any conflict of interest to the Vendor 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 Vendor shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The Vendor 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 Vendor 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 Vendor in a position of being unable to carry out the assignment in the best interest of NHB.
- (vii) That the Vendor 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 Vendor.

RFP for Implementation of Automated Data Flow at National Housing Bank

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 Vendor 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 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 _____

RFP for Implementation of Automated Data Flow at National Housing Bank

Authorized Representative

FOR AND ON BEHALF OF [VENDOR]

By _____

Authorized Representative

WITNESSES:

1.
(Name and address)

2.
(Name and address)

RFP for Implementation of Automated Data Flow at National Housing Bank

Annexure 'N'-(Confidentiality -Cum- Non Disclosure Agreement)
(To be executed on a non- judicial stamp paper)

This Confidentiality -cum-Non Disclosure Agreement is entered into at New Delhi on thisdayof _____, 201__, by and between;

_____, a _____ incorporated _____, having its Registered Office at _____ (hereinafter referred to as "the Vendor"), which expression shall include wherever the context so permits, its successors and permitted assigns; and

The National Housing Bank, a bank constituted under the National Housing Bank Act,1987 (Central act No. 53 of 1987) having its Head Office at Core-5A,5th Floor, India Habitat Centre, Lodhi Road, New Delhi-110003; (herein after referred to as "NHB"), which expression shall include wherever the context so permits, its successors and permitted assigns:

WHEREAS the Vendor & NHB would be having discussions and negotiations concerning _____ ("Purpose") between them as per the Service Level Agreement dated (hereinafter referred to as "SLA"). In the course of such discussions & negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential & proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as "the **Disclosing Party**" & will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as "the **Recipient/Receiving Party**", and will include its affiliates & subsidiaries and its personnel.

Now this Agreement witnesseth:-

1. **Proprietary Information:** As used in this Agreement, the term Proprietary information shall mean as all trade secrets or confidential or Proprietary information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary information is disclosed by the Disclosing Party to the Recipient/Receiving Party. Notwithstanding the foregoing, information which is orally or visually disclosed to the Recipient/Receiving Party by the Disclosing party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing

RFP for Implementation of Automated Data Flow at National Housing Bank

party , within 10(ten) days after such disclosure, delivers to the Recipient/Receiving Party a written document or documents describing such Proprietary Information and referencing the place and date of such oral ,visual or written disclosure and the names of the employees or officers of the Recipient/ Receiving party to whom such disclosure was made.

2. Confidentiality:

- a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far this may be required for the proper exercise of the Parties respective rights and obligations under this Agreement.
- b) The term confidential information shall mean and include all written or oral information (including information received from third parties that the Disclosing Party is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential Information shall also mean, software programs, technical data, methodologies, know how, processes, designs, customer names, prospective customer's names, customer information and business information of the Disclosing Party.
- c) Confidential information does not include information which:
 - (i) is publicly available at the time of its disclosure; or
 - (ii) becomes publicly available following disclosure; or
 - (iii) is already known to or was in the possession of Recipient/Receiving party prior to disclosure under this Agreement; or
 - (iv) is disclosed to the Recipient/Receiving party from a third party, which party is not bound by any obligation of confidentiality; or
 - (v) is or has been independently developed by the Recipient/Receiving party without using the confidential information;
 - (vi) is disclosed with the prior consent of the Disclosing Party.

3. **Non -Disclosure of Proprietary Information:** For the period during the agreement or its renewal, the Recipient/Receiving Party will:

RFP for Implementation of Automated Data Flow at National Housing Bank

- a) Use such Proprietary Information only for the purpose for which it was disclosed and without written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
 - b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its own confidential information of similar importance and
 - c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.
4. **Limit on Obligations:** The obligations of the Recipient/ Receiving Party specified in clause 3 above shall not apply and the Recipient/ Receiving Party shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary information :
- a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient/ Receiving Party;
 - b) is in the Recipient's/ Receiving Party's possession at the time of disclosure otherwise than as a result of the Recipient's/ Receiving Party's breach of an obligation of confidentiality owed to the Disclosing Party;
 - c) becomes known to the Recipient/ Receiving Party through disclosure by any other source, other than the Disclosing party, having the legal right to disclose such Proprietary Information.
 - d) is independently developed by the Recipient/ Receiving Party without reference to or reliance upon the Proprietary Information; or
 - e) is required to be disclosed by the Recipient/ Receiving Party to comply with applicable laws or governmental regulation, provided that the Recipient/ Receiving Party provides prior written notice of such disclosure to the Disclosing Party and take reasonable and lawful actions for such disclosure.
5. **Return of Documents:** The Recipient/ Receiving Party shall, upon request of the Disclosing Party , in writing ,return to the Disclosing party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient/ Receiving Party pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event,

RFP for Implementation of Automated Data Flow at National Housing Bank

it is not inclined to proceed further with the engagement, business discussions and negotiations or in the event of termination of this Agreement, the Recipient/ Receiving Party will promptly return to the other part or with the consent of the other party, destroy the Proprietary Information of the other party. Provided however the Receiving Party shall retain copies to be in compliance with its statutory, regulatory, internal policy or professional obligations.

6. **Communications** :Written communications requesting transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

_____ NATIONAL HOUSING BANK

(Vendor)

7. Term: The obligation pursuant to clause 2 and 3 (Confidentiality & Non-Disclosure of Proprietary Information) will survive for a period of _____ years from the termination of the SLA.
8. The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach by one party, the other party shall be entitled to appropriate remedy, which may be available under law.
9. Notwithstanding anything stated in this Agreement, any report/finding/document delivered/submitted by the Vendor to NHB as a part of the outcome or deliverables under the SLA and which, in the opinion of NHB, requires any further study/analysis by any third party agency/institution depending on the requirement of the case, the same can be shared by NHB with such third party agency/institution for conducting such study/analysis and no prior consent of the Vendor is required for the same. Such report/finding/document delivered/ submitted by the Vendor to NHB shall become exclusive property of NHB and as such NHB shall not be bound by any restriction from disclosure of such report/ finding/ document or content thereof, being the Receiving Party.

RFP for Implementation of Automated Data Flow at National Housing Bank

10. This Agreement shall be governed and construed in accordance with the laws of India and shall be subjected to the Jurisdiction of courts at Delhi. It is agreed that any dispute or differences arising out of or touching this Agreement if not resolved amicably shall be referred to the arbitration as per clause _____ of the SLA executed between the parties hereto.

11. Miscellaneous

- a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement/amendment in writing signed by both the parties.
- b) This Agreement will be binding upon & enure to the benefit of the parties hereto and it includes their respective successors & assigns
- c) The Agreement shall be construed & and interpreted in accordance with the laws prevailing in India.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

FOR _____

FOR NATIONAL HOUSING BANK

Authorized Signatory

Authorized Signatory

Name:

Name:

Designation:

Designation:

Place:

Place:

Date:

Date:

WITNESSES:

1.

2.

RFP for Implementation of Automated Data Flow at National Housing Bank

Annexure 'O'-(Pre Contract Integrity Pact)

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.

AND WHEREAS the Parties hereto hereby agree to enter into this Integrity Pact on the

RFP for Implementation of Automated Data Flow at National Housing Bank

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.
- 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:-

RFP for Implementation of Automated Data Flow at National Housing Bank

- (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 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.

RFP for Implementation of Automated Data Flow at National Housing Bank

- (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 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

RFP for Implementation of Automated Data Flow at National Housing Bank

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 (vendors, 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-vendors), 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-vendors, 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 proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-vendor, 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 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

RFP for Implementation of Automated Data Flow at National Housing Bank

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.
- (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

RFP for Implementation of Automated Data Flow at National Housing Bank

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, 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, Ex-MD of Vijaya Bank (email id kishoresansi@gmail.com) and Shri Rakesh Rewari, Ex-DMD, SIDBI (email id : 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-

RFP for Implementation of Automated Data Flow at National Housing Bank

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.

12. 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.

13. 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 New Delhi.

14. 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.

15. 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.

RFP for Implementation of Automated Data Flow at National Housing Bank

<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>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

(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.)*

RFP for Implementation of Automated Data Flow at National Housing Bank

Annexure 'P' - Input/output formats (data points)

1. Input Format (Data Points)

Annexure 1 : List of Input Formats *:

- 1.1. Individual Loans
- 1.2. Project/Corporate Loans
- 1.3. Investments
- 1.4. Cash & Bank Balances
- 1.5. Other-Financial Assets
- 1.6. NFA-Fixed & Tangible
- 1.7. NFA-Others

*The Detailed Formats shall be shared with bidders during pre-bid meeting. Please note that requirement is subject to change as per requirement of Bank. A variation of 10-15% may be provisioned by the Bidder.

2. Output Report Format

Annexure 2 - List of Output/Report Formats *:

- 2.1. Loans - HFC Wise
- 2.2. Loans - State Wise
- 2.3. Investments
- 2.4. Other - Financial Assets
- 2.5. Other - Non Financial Assets
- 2.6. Cash & Bank Balance
- 2.7. NFA - Fixed Assets etc
- 2.8. EWS Format

#The Detailed Formats shall be shared with bidders during pre-bid meeting. Please note that requirement is subject to change as per requirement of Bank. A variation of 10-15% may be provisioned by the Bidder.

Note:

- i. Please note that solution should be flexible enough to be able to prepare various kinds of reports for various levels of officers in the hierarchy, along with aggregation and data sorting features.
- ii. As a configurable component, Bidder would ensure that the reports are localized to the needs of a user, rather than being generic to business function or sub-unit.

Yours faithfully,

Authorized Signatories

Name: _____

Designation: _____

Company Seal: _____

RFP for Implementation of Automated Data Flow at National Housing Bank

Annexure 'Q'-(Resolution matrix)

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

Situation	Expected response of Vendor
Immediate requirement: Requirement within a day	1st call response immediate <ul style="list-style-type: none">• Our Resources at your site as soon as possible.• Continuous effort on a 24x7 basis• Escalation to OEM/Solution provider, if required• Notification of Our Senior Executives
Critical requirement: Requirement within 1-3 days	First call response within 4 hours <ul style="list-style-type: none">• Our Resources at Your site as required.• Continuous effort on a 24x7 basis• Notification of Our Senior Managers• Escalation to OEM/Solution provider, if required
Moderate requirement: Requirement within 3-5 days	First call response within a day <ul style="list-style-type: none">• Effort during Business Hours• Escalation to OEM/Solution provider, if required

Authorized Signatories

(Name & Designation, seal of the company)

Date:

RFP for Implementation of Automated Data Flow at National Housing Bank

Annexure - R - 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:

RFP for Implementation of Automated Data Flow at National Housing Bank

Annexure-S: Curriculum Vitae (CV) of Key Personnel

It is mandatory that Bidder to provide details of project handled, brief of the assignment, period for each of the resource proposed relevant to scope of the tender. Each resource deployed shall provide self-certificate indicating relevant experience of tender scope.

Format

- 1) Proposed Position [only one candidate shall be nominated for each position]:
- 2) Resource Name:
- 3) Nationality:
- 4) Date of Birth
- 5) Educational Qualifications:
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
- 6) Certifications **and Trainings attended:**
- 7) No. of years“ of experience
- 8) Total No. of years with the firm
- 9) **Areas of expertise and no. of years of experience in this area (as required for the Profile - mandatory):**
- 10) **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
- 11) Membership of Professional Associations, if any:
- 12) **Employment Record Comprising Positions held, Experience, projects/tasks handled**
- 13) Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

Date:

(Signature of staff member or authorized representative of the staff)

Full name of Authorized Representative:

Annexure-T: Certificate

I have read the Clause 3.38 of this RFP regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that << name of the Bidder >> is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached.]

Authorized Signatories

(Name & Designation, seal of the company)

Date:

End of RFP