

**National Housing
Bank Estate
Department New
Delhi**

**Tender for
Conducting Testing of Electrical installation and wiring of
Bank's Officer's Residential Quarters at New Delhi**

PART I

Name of the Tenderer: _____

Address: _____

Date of Pre Bid Meeting (Virtual Meeting) : 11.00 hrs on May 26, 2021

Due Date of Submission : 18.00 hrs on June 01, 2021

Date of opening of Part I of tender : 15.00 hrs on June 02, 2021

Venue : Premises Department, NHB New Delhi

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**Section I
Form of Tender**

To,

The Deputy General
Manager Estate
Department, National
Housing Bank,
New Delhi

Place _____

Date _____

Dear Sir,

We have carefully examined the specifications, designs and schedule of quantities relating to the Testing of Electrical installation and wiring of Bank's Officer's Residential Quarters at New Delhi specified in the memorandum hereinafter set out and having visited and examined the site of the Testing of Electrical installation and wiring of Bank's Officer's Residential Quarters at New Delhi as specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender. We hereby offer to conduct the Testing of Electrical installation and wiring of Bank's Officer's Residential Quarters at New Delhi as specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with specifications, designs and instructions in writing referred to in articles of agreement, general instructions to the tenderers and special conditions, conditions hereinbefore referred to, specifications, data sheet and schedule of quantities and with such equipments as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	Conducting Testing of Electrical installation and wiring of Bank's Officer's Residential Quarters at New Delhi
(b)	Estimated cost	Rs. 1.50 Lakhs
(c)	Terms of payment	As per clause 12 of Commercial Conditions.
(d)	Earnest Money	Rs. 3000

2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.
3. Should this Tender be accepted, I/we hereby agree to abide by and fulfill all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
4. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor. We have deposited a sum of **Rs.3000/-** as earnest money with the National Housing Bank , which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by the National Housing Bank .
5. **The Tender is submitted in two parts in separate sealed envelopes as under:**
 - Part I shall have EMD and all commercial terms and conditions and technical particulars
 - Part II shall have the Price Bid in sealed cover in the Bank's proforma.

Dated this _____ day of _____ 2021.

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with
name, address and date _____

(2) Signature with
name, address and date _____

Section II

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

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

National Housing Bank, a bank constituted under the National Housing Bank Act, 1987, having its Head Office at Core 5A, 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 “**Consultant**”), which expression shall include wherever the context so permits, its successors and permitted assigns.

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

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

1. GENERAL PROVISIONS

1.1 Definitions

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

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

1.2 Principles of Interpretation

In this Agreement , unless the context otherwise requires:

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

1.3 Purpose

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

1.3.2 Performance of the Scope of Work

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

1.3.3 Term/Period of Contract

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

1.3.4 Contract Price

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

1.4 Relation between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between NHB and the Consultant. The Consultant, subject to this Agreement, has complete charge of personnel to be engaged by the Consultant for performing the Services and shall be fully responsible for the works to be performed by them or on their behalf hereunder and also for the quality of the work done by their personnel.

1.5 Language

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

1.6 Headings

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

1.7 Notices

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

For NHB:

Attention: _____

Fax: _____

For the Consultant:

Attention: _____

Fax: _____

1.7.2 Notice will be deemed to be effective as follows

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

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

1.8 Location

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

1.9 Authority of Consultant

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

1.10 Taxes and Duties

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

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

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

2.3 Expiration of Contract

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

2.4 Entire Agreement

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

2.5 Modification

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

2.6 Force Majeure

2.6.1 Definition

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

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

Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause

by giving notice to the other Party within 72 hours of the ending of the cause respectively. If the deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, NHB shall have the option of canceling this Contract in whole or part at its discretion without any liability on its part.

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

2.6.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.6.3 Measures to be taken

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

2.6.4 Extension of Time

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

2.6.5 Consultation

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

2.7 Suspension

NHB may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if NHB is not satisfied with the performance of the Consultant

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

2.8 Termination

2.8.1 By NHB

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

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

2.8.2 Cessation of Rights and Obligations

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

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

2.8.3 Cessation of Services

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

2.8.4 Payment in case of termination of contract

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

3.0 OBLIGATIONS OF THE CONSULTANT

3.1 Standard of Performance

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

3.2 Law Governing contract

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

3.3 Conflict of Interest

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

3.4 Consultant Not to Benefit from Commissions/Discounts etc.

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

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

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

3.6 Prohibition of Conflicting Activities

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

3.7 Confidentiality

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

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

3.8 Insurance to be taken out by the Consultant

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

damage to any property arising out of, or in connection with, the services which result from the fault of the Consultant or their staff on the assignment

3.9 Liability of the Consultant

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

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

3.10 Indemnification of NHB by the Consultant

The Consultant shall indemnify NHB and shall always keep NHB, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the Consultant or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Consultant or its personnel; and/or (iii) any claim made by employees who are deployed by the Consultant against NHB; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statutes/various labour laws by the Consultant 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 Consultant's aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to _____ times of the total contract value.
- (ii) The Consultant's liability in case of claims against NHB resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the Consultant shall be actual and unlimited.
- (iii) Under no circumstances, NHB shall be liable to the Consultant for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages.

3.12 Consultant's Actions Requiring Owner's Prior Approval

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

3.13 Reporting Obligations

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

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

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

3.15 Consultant's Personnel

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

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

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

3.16 Non-Compete

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

3.17 Change in Ownership or Constitution:

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

4.0 OBLIGATIONS OF NHB

4.1 Support:

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

4.2 Consideration & Payment Terms

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

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

4.3 Non-Solicitation:

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

5.0 FAIRNESS AND GOOD FAITH

5.1 Good Faith

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

6.0 UNDERTAKINGS:

The Consultant hereby further undertakes:

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

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

7.0 SEVERABILITY:

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

8.0 SETTLEMENT OF DISPUTES

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

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

9.0 JURISDICTION AND APPLICABLE LAW

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

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

FOR AND ON BEHALF OF NATIONAL HOUSING BANK

By _____

Authorized Representative

FOR AND ON BEHALF OF [CONSULTANT]

By _____

Authorized Representative

WITNESSES:

1.
(Name and address)

2.
(Name and address)

Section III

Commercial Conditions

1. Sealed tenders are invited from Electrical Safety Service Providers for conducting Testing of Electrical installation and wiring of Bank's Officer's Residential Quarters at New Delhi.

2. Eligibility:

The firm should be empaneled with RBI Delhi for the Trade "electrical safety audit " and empanelment should be valid as on date of closing of the bid i.e. last date of submission. Vendor is required to submit valid and certified empanelment letter in support of the claim. In case of downloaded tender documents from website, tenderer shall require to submit the documents evidencing the eligibility criteria.

3. **Earnest Money Deposit (EMD):** The Earnest Money Deposit shall be paid by the tenderer, in the form of e payment to NHB New Delhi. Proof of the EMD shall be submitted along with Part I of the tender. Any Bid received without EMD in proper form and manner shall be considered unresponsive and rejected

The Accounts details are given below:

4.

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	IFS Code of Bank branch	SBIN0020511

Save as otherwise provided herein or in the definitive agreement, the EMD amount of all unsuccessful Bidders would be refunded on completion of the tendering process on or before 15 days post award of work/contract.

Save as otherwise provided herein or in the definitive agreement, the EMD amount of the successful Bidder will be refunded after satisfactory execution of the work.

5. **Pre Bid Meeting:** A pre-tender briefing meeting of the intending tenderers will be held at 1100 hours on May 26, 2021 in Premises Department, NHB New Delhi to clarify any point/doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present and study the tender documents. They may indicate any points/conditions/specifications which need to be clarified during the meeting. These issues will be discussed and all the tenderers will be advised suitably. The tenderers are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's tender conditions/specifications in their technical (Part I) and Price bids (Part II). Bidders are advised to visit the site.

- The tenders and EMD for the above work shall be submitted in separate sealed covers addressed to Deputy General Manager, National Housing Bank, New Delhi, so as to reach him not later than 1800 Hrs on June 01 2021. The envelopes shall be super-scribed "**Tenders for conducting Testing of Electrical installation and wiring of Bank's Officer's Residential Quarters at New Delhi (Part-I/ part-II)**". Part-I of the tenders will be opened at 15.00 Hrs June 02, 2021. **The Bidder shall seal the envelopes containing Part I and Part II separately and shall put both the proposals in single master envelope. Master envelope should be super scribed as " Tenders for conducting Testing of Electrical installation and wiring of Bank's Officer's Residential Quarters at New Delhi (Part-I/ part-II) "**. The envelope should be non-window. If the envelope is not sealed /marked, NHB will assume no responsibility for the Bid's misplacement or its premature opening and Bid may be liable for rejection. Bids not sealed properly shall not be considered and will stand rejected without recourse.
6. Part-II of the tenders shall be opened on a subsequent date under intimation to all the tenderers. Tenderers are advised to use only the forms supplied by the Bank and not to use any other forms. Incomplete tenders are liable for rejection. No terms and conditions or any other information/ enclosures shall be included in tender Part-II.
 7. The tenders shall be valid for acceptance by the Bank for a period of 90 days from the date of opening of tender Part-I and shall be extended by such period as may be mutually agreed to.
 8. **Prices:** The price quoted for the work shall be firm till completion of the work and shall include GST etc. as applicable and cost of transportation/accommodation etc. of the equipments and persons deputed.
 9. This contract is a fixed lump sum contract in respect of the entire Testing of Electrical installation and wiring of Bank's Officer's Residential Quarters at New Delhi and to be paid for according to, at the rates contained in the schedule of rates and as provided in the said conditions.
 10. The employer reserve to itself the right of altering the items to be executed by adding to or omitting any items without prejudice to this contract. However, the Service Provider shall not be entitled to any payment for the works done exceeding the tender quantities unless specifically approved in writing by the Bank's engineer.
 11. **Completion Period:** The time for completion of the entire work is six weeks from tenth day after the date of letter advising acceptance of tender. The site survey, data collection/measurements and draft report shall be completed in 30 days and the final report shall be submitted within 12 days thereafter.

12. Terms of payment

The following terms of payment shall be applicable for the work:

- i) 70% of the quoted amount after completion of Testing of Electrical installation and wiring of Bank's Officer's Residential Quarters at New Delhi and submission of draft report to the Bank.
- ii) Balance 30% of the quoted amount on submission of the final report to the Bank after incorporating the corrections/inclusions as may be suggested by Bank.

All payments for the work will be made after statutory deductions. Any payment shall be released only after signing of SLA.

13. The National Housing Bank does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
14. On receipt of intimation from the employer of the acceptance of his/ their tender, the

successful tenderer shall be bound to sign the formal contract and within fourteen days thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement and the schedule of conditions but the written acceptance by the National Housing Bank of a tender will constitute a binding contract between the NHB and the person so tendering, whether such formal Agreement is or is not subsequently executed. The cost of necessary stamp paper for execution of the agreement shall be borne by the successful tenderer.

15. If the Service Provider being individual or a firm commits any act of insolvency or shall be adjudged an Insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to supervision of the court and official Assignee or liquidator in such acts of solvency or winding up, as the case may be, shall be unable within seven days after notice of him requiring him to do so, to show to the reasonable satisfaction of the Bank's Engineer that he is able to carry out and fulfill the contract and to give security therefore, if so required by the Bank's Engineer. Or If the Bank's Engineer shall clarify in writing to the employer that the Service Provider.
16. **Insurance Policy:** The Service Provider shall obtain valid workmen compensation policy for all the workmen deployed at site in the joint name, first being the National Housing Bank and second being the name of the Service Provider firm.
17. Service Provider shall submit the details of qualifications of personnel deployed before commencing the testing.
 - 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. No separate communications shall be made in this regard.

Date:
Place:

Signature of tenderer
Name and Address

List of clients

(For whom similar scope has been completed in the last 5 years.)

Sr. No.	Details	Name of client (1)	Name of client (2)	Name of client (3)
1	Address, fax and telephone numbers			
2	Establishment name, location and address.			
3	Brief details of the work			
4	Date of award of contract			
5	Date of completion of work			
6	Whether the Establishment is with central air-conditioning system			

Section IV

Terms and Conditions and scope of work

Introduction

National Housing Bank New Delhi is desirous of undertaking Testing of Electrical installation and wiring provided in the Officer's Residential Quarters/common area of the block at New Delhi. The Officer's Residential Quarters receives power supply from the Electricity supply authorities. In addition, Inverter set of suitable capacities have been installed to meet critical applications during power outages. Details of the flat is as under:

Location at New Delhi	Number of flats	Basement/garage
C 33 , Jangpura	03	01
C 34 Jangpura	03	01
C 35 Jangpura	03	01
C 36 Jangpura	03	01
C 37 Jangpura	03	01
C 38 Jangpura	03	01
C 39/40 Jangpura	03	02
C 20 Jangpura	02 Duplex flats	00
C 21 Jangpura	02 Duplex flats	00
C 22 Jangpura	02 Duplex flats	00
C 23 Jangpura	02 Duplex flats	00
D 6 , Vasant Kunj (with out any common area)	20 flats	Yes , 18 garrage

Objective

- The objective of conducting Electrical safety is to review the condition of the existing electrical installation and to recommend measures for further strengthening the system in order to eliminate/reduce the electrical/fire hazards and to improve the safety of the personnel. The audit shall mainly focus on:
 - Identifying the potential electrical/fire hazards
 - Boosting employee morale by providing safe working environment.
 - Smoothing the operation and maintenance of electrical installation.
 - Avoiding loss of properties, human life and costly equipment.
 - Ensuring the compliance with relevant codes and practice, statutory rules and

regulations.

- Establishing procedures and process of safe working in electrical installation.

A. Statutory Requirements:

Electrical Safety testing (ESA) of the Building and Electrical Installations shall be carried out with reference to applicable Indian Standard, Indian Electricity Rules(IE), CPWD maintenance rules and other relevant codes of Practice to identify potential electrical hazards to prevent or minimize accidents. The testing should be carried out using calibrated instruments and personal protective equipment during field visits for inspection and data collection. During the testing, the testing team should ensure that in addition to other provisions of the IE rules as per IE Act, the provisions contained in para 29 of the IE act specifically listed as under are complied with:

Para 29:- Construction, installation, protection, operation and maintenance of electric

Supply lines and apparatus-

(1) All electric supply lines and apparatus shall be of sufficient ratings for power, insulation and estimated fault current and of sufficient mechanical strength, for the duty which they may be required to perform under the environmental conditions of installation, and shall be constructed, installed, protected, worked and maintained in such a manner as to ensure safety of 2[human beings, animals and property].

(2) Save as otherwise provided in these rules, the relevant code of practice of the 3[Bureau of Indian Standards] 4[including National Electrical Code] if any may be followed to carry out the purposes of this rule and in the event of any inconsistency, the provision of these rules shall prevail.

(3) The material and apparatus used shall conform to the relevant specifications of the 3[Bureau of Indian Standards] where such specifications have already been laid down.

1. Subs. by GSR 358, dt. 30.4.1987, w.e.f. 9.5.1987.

2. Subs. by GSR 45, dt. 1.1.1993, w.e.f. 23.1.1993.

3. Subs. by GR. 466, dt. 18.7.1991, w.e.f. 17.8.1991.

4. Ins. by GSR 358, dt. 30.4.1987, w.e.f. 5.9.1987.

Relevant Codes of Practices:

Some of the relevant codes of practice are enumerated below:

- a. Indian Electricity Rules, 1956 (as amended up to date)
- b. IS: 5216 (Part-I) Recommendations on Safety Procedures and practices in Electrical Work.
- c. IS: 5216 (Part-II) Recommendations on Safety Procedures and practices in Electrical Work.
- d. IS: 1646-1961 Code of Practice for fire safety (General) : Electrical works
- e. IS: 4770: 1968 – Specifications for Rubber gloves for Electrical Purpose
- f. IS: 2309 Protection of Buildings and Allied Structures against Lighting

- g. Gazette Notification dated 20th September 2010 issued by Central Electricity Authority regarding Regulations for measures relating to safety and ElectricSupply.
- h. National Building Code, 2005 (as amended up to date)
- i. Any other local guidelines / bylaws as applicable.

B. Details of Electrical Installations in Bank's Officer's Residential Quarters:

, Electrical Panels, Distribution Board, Distribution circuits, Electrical wiring consisting of power, lighting and fan circuits including earthing, Building and Equipment Earthing, Various types of motors, Inverter set, Room Air conditioner, Kitchen Equipment, Water Pumps, and any other equipment and gadgets connected to power supply prone to fire hazards.

C. Scope of work

The scope of work for the Testing of Electrical installation and wiring of Bank's Officer's Residential Quarters at New Delhi shall include but not limited to:

1. **Study of existing safety measures**, procedures and system for controlling electrical hazards being followed in the building with respect to statutory and regulatory requirements, electricity rules etc. and suggest for further measures in case of any gap.
2. **Preparation of single line diagram (SLD) of Electrical Installation** from main panel to Floor panels, covering transformers, main LT panel, capacitor panel, DG set, UPS Panel etc. The SLD should indicate the ratings of the equipment, feeders (wherever possible) etc..
3. **Preparation of earthing layout** encompassing all the accessible and working earth pits in the office premises. Each earth pit should be given a unique identification number and marked on building plan.
4. **Earth Resistance Testing**
 - The earth resistance testing shall be carried out to measure the earth resistance on all the earth pits and its compliance with respect to Indian Electricity Rules may be verified.
 - The continuity of earth strip/conductor from the earth pit the earth terminal of the respective electrical equipment shall be checked and verified.
5. **Identification of any unbalancing of loads**. The unbalancing/overloading, if any, in the electrical installation viz. transformers, LT panels, Emergency panel, Floor Distribution Panels, Distribution Boards etc shall be identified with the help of measuring equipment.
6. **Identification of Hot Spots using thermal camera**: The hot spots, if any, in the electrical installation panels and distribution boards shall be identified with the help of thermal imaging/thermography.

Physical inspection of the sources of power supply systems & wirings shall be done with reference to applicable Indian standards, Indian Electricity Rules and other relevant codes of practice.

7. Identification of Electrical hazards such as loose wire hanging, cables not dressed properly, broken switches, plugs and sockets etc. shall be done.
8. Checking of the protection devices in upstream and downstream switchgears and their settings to ensure that the same are in the desired graded manner as designed as per the requirements of existing standards including setting/adequacy of ELCB and their ratings for earth leakage protection.
9. Checking of the provision of electrical shock treatment chart in Hindi and local language near electrical equipment and substation.
10. Checking of the provision of Danger sign Boards indicating the voltage at a prominent location of electrical installation.
11. Checking of the cable terminations at various panel and distribution boards to avoid phase and earth fault.
12. Checking of the provision of protective guards and belt covers for all the rotating electrical equipment.
13. Checking the provision of firefighting equipment and fire alarm system detectors near all the electrical installations. It is to be ensured that Fire buckets filled with free flowing sand and DCP/CO2 fire extinguishers are provided near electrical substation and electrical panel locations.
14. Verifying that all the workmen engaged on electrical installation work has been provided Personal Protective Equipment (PPE) i.e insulated gloves, safety shoes and insulated tools etc and the same are being used. These equipments should be periodically checked for their proper functioning.
15. Verifying provision of First Aid boxes and their periodic replacement of expired medicines.
16. To check the provision of insulated mats of ISI mark in front of all the electrical panels.
17. To check the provision and use of proper height, strong and properly insulated ladders for the maintenance work.
18. To check the provision of proper ventilation of substation, transformer rooms, electrical panel rooms and battery rooms etc.
19. In addition to above, checking for any shortfalls in the existing electrical systems which impact on human and fire safety

D: Equipment/measuring instruments

All the equipment/instruments required for carrying out the Electrical Safety testing will have to be arranged by the firm without any extra payment to the Bank. The firm should have the following minimum equipment/instruments for Electrical Safety testing:

- Three-phase Power analyzer
- Thermography camera
- Earth tester
- Megger
- Any other equipment/instrument

Please note that the Bank will not provide any kind of assistance in the form of men/material and the firm will have to make their own arrangement for all assistance.

E. Work at site

The firm may visit the premises and ascertain site conditions. The work has to be carried out in a working Officer's Residential Quarters without causing inconvenience to the resident. Power shut down will be provided during day (up to 1800 Hrs) only. Power shut down required for the work will be given on holidays and after 1800 Hrs at the discretion of the Bank. No extra claims will be admissible later these grounds.

The firm should deploy only qualified and experienced Engineers/Technician having requisite licenses to carry out such works. Utmost care shall be exercised by the firm in carrying out the work to ensure that no damage is caused to persons and properties. The Bank will not be liable for any injury or damage to persons and any such happening will be entirely the responsibility of the firm. The persons carrying out the Electrical safety testing shall also use all the required Personnel protective equipment for their own protection.

F: Submission of Report

After completion of the Testing of Electrical installation and wiring of Bank's Officer's Residential Quarters at New Delhi, post testing review meeting shall be held with the Bank's officers detailing about their observations. The report shall include the status of the entire electrical installation observed by the team during the safety testing. The report shall also include the recommendations of the team for improvement in the electrical installations.

Date:

Place:

Seal & Signature of Agency

Section V

I. The Sexual Harassment of women at work place:

The Contractor / Agency shall be solely responsible for full compliance with the provision of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013.

a. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the-said Act in respect to the complaint.

b. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

c. The contractor shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.

d. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

II. **Minimum wages to the workman:** The contractor shall ensure that minimum wages as per statutory requirement i.e. as per Central Labour Commissioner's Rates (C.L.C. rates) to be paid to all the workmen. A certificate to that effect, on every month, to be submitted to the Bank during period of execution of work and subsequent warranty and AMC period.

III. **Labour License:** The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970 and fulfill all the statutory requirements.

IV. **Force Majeure conditions (applicable during the currency of the completion period and subsequent committed DLP)**

Neither Party shall be responsible for any failure to perform due to unforeseen circumstances or due to causes beyond the defaulting Party's control even after exertion of best efforts to prevent such failure, which failure may include, but not be limited to, acts of God, war, riots, embargoes, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the Statutes, fire or floods.

V. **NON-DISCLOSURE and Indemnity CLAUSE during the execution of work and DLP**

The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipments etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be publish, or disclose ant

particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer.

The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

Place:

Date:

Seal and Signature of Tenderer

**National Housing
Bank**

**Premises Department
New Delhi**

Tender for
Conducting Testing of Electrical installation and wiring of
Bank's Officer's Residential Quarters at New Delhi

PART II
(PRICE BID)

Name of the Tenderer: _____

Address: _____

Date of Pre Bid Meeting (Virtual Meeting) : 11.00 hrs on May 26, 2021

Due Date of Submission : 18.00 hrs on June 01, 2021

Date of opening of Part I of tender : 15.00 hrs on June 02, 2021

Venue : Premises Department, NHB New Delhi

**National Housing
Bank Estate
Department New
Delhi**

Bill of Quantity

Tender for Conducting Testing of Electrical installation and wiring of Bank's Officer's Residential Quarters at New Delhi

Sr No	Description	Qty	Rate excluding tax (Rs.)	taxas applicable (Rs.)	Total Rate = (4)+(5) (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)
1	Rate for conducting Testing of Electrical installation and wiring of Bank's Officer's Residential Quarters at New Delhi and Submitting Test Reports (3 copies) as per the scope specified in the tender Part-I. The rate should be inclusive of GST etc.	L.S.			

Date:

Seal and Signature of the Agency

Place:

