

Tender

For

**Supply, Installation, Testing & Commissioning of
IP based CCTV Surveillance System and
Integration with existing Local Area Network
(LAN)**

**For National Housing Bank
India Habitat Centre, Core V-A, Lodhi Road, New
Delhi.**



**Premises Department
Head Office, National Housing Bank
Core 5-A, 4th Floor, India Habitat Centre, Lodhi Road,
New Delhi - 110 003
Phone: 011- 2464-9031**

<u>BID DETAILS</u>		
1.	Date of commencement of collection of Bid Documents	29/06/2017
2.	Last date and time for collection of Bid Documents	19/07/2017 , Till 1500 hour
3.	Pre-Bid Meeting	10/07/2017, at 15;30 hour
4.	Last date and time for receipt of Bid Documents	19/07/2017, Till 1500 hour
5.	Date and Time of opening of Bid Documents	20/07/2017, at 16:00 hours
6.	Earnest Money Deposit Amount	Rs. 25,000/-
7	Place of opening of Bids	National Housing Bank, Head Office Premises Department Core 5-A, 5th Floor, India Habitat Centre, Lodhi Road, New Delhi - 110003

Note: - Bids will be opened in the presence of bidders or their authorized representatives who choose to attend

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NOTICE INVITING TENDER

NHB invites 'Sealed Item Rates Tenders' from the authorized distributors/dealers of OEM for Supply, Installation, Testing & Commissioning of IP based CCTV Surveillance System and Integration with existing LAN for its Head Office, at India Habitat Centre, Core V-A, IIIrd Floor, Lodhi Road, New Delhi. 110003. The complete Tender Document covering detailed Terms & Conditions and list of items (BOQ) required may be downloaded from NHB's Website: - www.nhb.org.in

I. Addressed to

Bid Form

a.	Name of the tendering authority	National Housing bank
b.	Address	Core 5A,India Habitat Centre, 3rd-5th floor, Lodhi Road, New Delhi - 110003
c.	Telephone	+91-11-24649031 to 35
d.	Tele-Fax	+91-11-24646988, 24649041
e.	Email Id	ho@nhb.org.in

II. Tender No. NHB/IS/CCTV/2016 dated 28th Dec. 2016

IV. We agree to abide by all the conditions mentioned in this Tender Document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

V. The prices for the services as prescribed in financial document are given separately in the financial bid.

VI. Reproduced / re-word-processed formats or Bidder own formats for the financial bids will disqualify the tender. However the Bidder can reproduce exactly the same format for clarity in filling due to shortage of space.

VII. The rates quoted are applicable up to period of contract from the date of opening of bid. The validity can be extended with mutual agreement.

VIII. No Advance payment shall be made. Payments shall be made as per payments terms.

IX. Bid duly filled and signed is enclosed with this tender form with Terms & Conditions in token of acceptance along with duly filled letter of undertaking / declaration.

Signature:

Name:

Designation:

Name of the Bidder:

Authorized Signatory:

Seal of the Organization: Date:

Place:

ABOUT NATIONAL HOUSING BANK

National Housing Bank (NHB), a statutory organization is wholly owned subsidiary of the Reserve Bank of India. NHB is an Apex Financial Institution formed under the Act of the Parliament with a mandate for Promotion, Development and Regulation of the Housing Finance Sector. Apart from regulating the housing finance companies (HFC), NHB also extends financial support by way of equity participation in HFCs and refinance facility to financial institutions such as Banks, HFCs, Co-operative Sector Institutions, Housing Agencies, etc. benefiting the masses both in urban and rural areas. The head office of NHB is located in New Delhi and it has a regional office located at Mumbai and representative offices at Ahmedabad, Bangalore, Chennai, Hyderabad, and Kolkata.

SCOPE OF WORK

Supply, Installation, Testing & Commissioning of IP based CCTV Surveillance System as per schedule of items given in Annexure-1 with its required accessories for Security Surveillance System at NHB Delhi and its integration with the existing LAN. This includes:-

- Supply of all necessary required components for this work for NHB, H.O. at New Delhi as per BOQ mentioned as Annexure1 (Schedule of Items).
- Installation and Commissioning of all necessary required components supplied for incorporating in this work. The Bidder shall & must inspect the site prior to bidding.
- To complete configuration and integration of all the components on the exiting LAN Network in consultation with the Bank's I.T. Department.
- While planning for the system special attention may be given to have software which can identify the entrant and raise alarm in case of any breach. The system may also have video content analysis system to detect anything other than the store data available.
- The feasibility of having talk back capability / facility in CCTV system will give added advantage for early warning and making spot correction. This facility will also help in case of any other disaster when the office may have issue instruction to the staff.
- The CCTV camera should have motion detector capabilities to ensure that recording is done only when there is some movement in the field of view of the camera. This will enhance the storage capability of the system.
- Some of the camera in critical area should have night vision capability.
- Any structure, permanent or temporary, dismantled or damaged during the course of execution of this work shall have to be replaced and restored to its previous original working condition by the Vendor at its own cost within a reasonable time granted by the Bank and to ensure that no any inconvenience is caused in the functioning of the Bank/ Staff.
- Any extra electrical points and data points required in the server room shall have to be provided by the network vendor, at a reasonable cost by taking prior approval from the Bank.
- The required UPS power points in the rack shall be provided by NHB.

TESTING AND COMMISSIONING

- After installation and configuration of each and every unit / subsystem, integrating various systems and providing various services, necessary tests shall have to be conducted for satisfactory performance of the system provided and installed as a whole.
- Commissioning shall mean end-to-end commissioning of the complete CCTV Security Surveillance with testing of live applications. Test parameters as stipulated in mandatory requirements as per the local trade practices followed in the Industry as a whole.
- Necessary Commitments as required shall have to be submitted along with its implementation plan. This shall have to be got approved from NHB Authorities.

- Upon final Testing and Commissioning by the vendor firm, the system shall be offered to NHB for their inspection for its performance.
- The successful Bidder, shall prepare an inspection and schedule with details of each activity along with NHB Authorities..

DOCUMENTATION

- Providing all original manuals of OEM of such hardware and other related items supplied/ provided
- Implementation plan, to be approved by NHB before initializing the installation and its configuration activities.
- Test parameters, commitments etc. for acceptance / testing to be handed over along with its implementation plan.
- Operating Manual for functioning of System/ shutdown/starting of the active resources etc. needs to be provided before final Handing over of the System to the Bank.
- Acceptance test report/ Performance test reports of all components needs to be executed as per the Bank's requirements.
- Any other Relevant required Documentation as per the Bank's requirements has to be arranged and provided by the Vendor to the Bank in a time bound manner.
- Guarantee cards of the components installed as a part or as a whole for this system needs to be furnished by the Vendor to the Bank before final settlement of the Final Bill.

TRAINING

- Training on the Design and functioning/ operational aspects and for routine maintenance of the complete system has to be arranged by the Vendor for the Bank's concerned staff through OEM Company/ or its local Distributor.
- One / Two day Training programme needs to be arranged without any additional extra charges in the Bank's Premises.
- Course material/ leaflets/ brochures for the above (one copy for each participant) needs to be provided by the vendor at free of cost.

PRE-BID MEETING

For the purpose of clarification of doubts of the bidders on issues related to this RFP, NHB intends to hold a Pre-Bid meeting on the date and time as indicated in the RFP at NHB H.O. at New Delhi. The queries of all the bidders, in writing, should reach by e-mail on or before xx/xx/2017 by 13:00 hrs at the e-mail address as mentioned. It may be noted that queries of bidders shall not be entertained if received after the stipulated time i.e. upto 13:00 hours on XX/xx/2017. Clarifications on queries will be given in the Pre-Bid meeting. Only the authorized representatives of the bidders will be allowed to attend the Pre-Bid meeting.

RESOLVING DISPUTES (IF ANY)

In case of any dispute, the decision of the concerned Executive Director of National Housing Bank shall be final and binding upon the firm. Any legal proceedings in respect of any matter of claim or dispute arising out of this advertisement and/or an application in response thereto can be instituted only in New Delhi and courts/tribunals/forums at New Delhi only shall have sole and exclusive jurisdiction to try any cause/dispute.

Prequalification Criteria Eligibility cum Technical Proposal Eligibility Criteria (Annexure 03)

S.No	Details	Support Documents to be submitted
1	The Bidder should be a Private Limited Company/ Public Limited Company/ Partnership firms registered or Incorporated in India with at least 7 years of existence in the field of CCTV camera works/ building management system.	Certified copy of the Certificate of Incorporation issued by the Registrar of Companies/ Partnership Deed in case of Partnership firms.
2	The core business of the Bidder should be dealing with BMS, CCTV, and Surveillance systems etc. for last 7 years.	Work order copy of 7 years old
3	The Bidder should have a minimum average annual turnover of Rs. 2 crores of three financial years (2013-14, 2014-15 , 2015-16) from CCTV/ surveillance system etc.	Certified copies of Audited Financial Statements and certificate of CA/CS justifying turnover towards CCTV/ surveillance etc.
4	The Bidder/ group company should not have been black listed/ debarred by any Government Financial Institutions/Banks/ RBI/ IBA/ Government/ Semi-Government Departments/ PSUs in India in last 3 years	A self-declaration by the Bidder on Bidder's letter head.
5	The Bidder/ group company is not owned or controlled by any director or officer/employee of the bank or their relatives having the same meaning as assigned under Section 6 of the Companies Act, 1956.	A self-declaration by the Bidder on Bidder's letter head.
6	The bidder company should have at least 25 employee on its payroll	HR certificate of the company
7	Corporate/ Registered/ Head office of the company at NCR Delhi with 3 years of functional presence	Any documentary evidence to establish its proof.
8	The bidder should have executed at least 3 similar work of value 3 lakhs in year with in last 3 years for PUS/BFSI/ Government/ LCs* with At least one work order value of Rs 10 lakhs or above	Copies of work order as a proof
9	At least 3 Project completion certificate/ Project Sign-off for having completed successfully within last 3 years	Project sign-off document/ project completion certificate from client

*LC is corporate with At least 10 offices across the country

- Only firms that fulfil ALL the eligibility criteria as mentioned above are eligible to participate in this Bid. The bidder should submit their responses along with documentary evidence and self-declaration, as required for the above eligibility criteria. Proposals of those bidders, who do not fulfil any of the eligibility criteria as stated in full, will be summarily rejected. Consulting firms fulfilling the eligibility criteria as laid out above will proceed to the next stage of the technical evaluation. The Bank's discretion on the eligibility criteria is final.

TERMS & CONDITIONS

Detailed Terms and Condition for Tender for Supply, Installation, Testing & Commissioning of IP based CCTV Surveillance System and Integration with existing Local Area Network (LAN) at NHB,HO Lodhi Road New Delhi-110003 are as under:

1. The agency is advised to inspect and examine the site and satisfy himself as to the conditions prevailing at site and its surroundings regarding extent of work, scope and conditions under which the work is required to be executed. The contractor shall also satisfy himself about the accessibility to the premises and working hour permitted by IHC. Contractor is required & expected to execute the work in coordination with the IHC authorities.
2. The agency shall submit the sealed offer, which satisfies each and every condition laid down in this notice, failing which the tender will be liable to be rejected. The rates shall be as per the enclosed format.
3. NHB reserves the right of accepting the whole or any part of the offer rates and the agency shall be bound to perform the same at their quoted rates only.
4. The rate shall be for complete item of work including all taxes, transports, lifts, leads, scaffolding, necessary liaising with IHC and local statutory authorities supplying the electricity in this complex and all tools etc. complete.
5. The work shall be carried out in close coordination and with minimum disturbance to the office staff.
6. The agency shall have to make good the damages, if any caused during the performance of the work to Bank's properties at his own cost.
7. It will be agency's responsibility to enforce safety measures/precautions required as per relevant codes for carrying out the work. NHB shall not be responsible for any mishap/injury/impairment caused to the workers.
8. The agency shall comply with the provision of the apprentices Act, 1961 and the rates and orders issued there under from time to time. The contractor shall be liable for any pecuniary liability arising on account of any violation by him of the provisions of any Act applicable.
9. After completion of the work, the site shall be cleared of all rubbish, wires & tapes etc. All holes shall be filled up and finished as per existing finishes or as directed by officer-in-charge.
10. On acceptance of the work order, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the officer-in-charge shall be communicated to NHB.
11. Some restrictions may be imposed by the NHB/IHC security etc. on the working and/or movement of labour, material etc. Agency shall be bound to follow such restrictions/instructions and nothing extra will be paid on this account.
12. All the defects/replacement of parts etc. caused in the work order period shall be got remedied by the agency at his own cost and nothing extra shall be payable on this account.
13. The agency shall also ensure timely and adequate deployment of personnel required for carrying out project. No conveyance charges/traveling charges will be paid to the personnel by the Bank.
14. Any damage done to banks property will have to be made good by the contractors at his risk and cost.
15. Work can be carried out on Day & Night without disturbing passersby / Bank's officers working in & around.
16. No child labour should be engaged on the work by the vender.
17. The contractor has to provide all tools and plants etc. for proper execution of the

- work at site.
18. The firm has to clean all the debris left behind at the end of days' work. Agency shall be responsible for labor engaged for their code of conduct.
 19. Work is to be completed satisfactory on entire satisfaction of Bank's officer's deputed at site.
 20. Contractors are advised to visit the site properly before quoting the rates for the execution of work.
 21. The agency shall submit the offer, which satisfy each condition laid down in this RFP, failing which, the tender may be rejected.
 22. NHB reserves the right of accepting the whole or any part of the offer rates and the agency shall be bound to perform the same at the rates quoted by him.
 23. Any discrepancies arise between the rates quoted by the vender in figures and in words, only quoted rates in words will be acceptable.
 24. The contractor has to prepare a program chart for completing the work within a period of 15 days in consultation with Manager (Premises) after award of the work.
 25. A schedule of probable quantities in respect of each work and specifications accompany these conditions. The schedule of probable quantities is liable to alteration by omissions, deductions or additions at the discretion of the Bank.
 26. The contractor shall not be entitled for any compensation for any loss suffered by him on account of delays in commencing or executing the work; whatever the cause of delays may be, including delays arising out of modification to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof. The Bank does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
 27. The successful Tenderers is bound to carry out any items of works necessary for the completion of the job even though such items are not included in the schedule of quantities and rates. Schedule of instructions in respect of any additional items and their quantities will be issued in writing by the Bank.
 28. The work shall be executed as per standard work and practices of this trade bank decision shall be final and binding upon the contractor.
 29. It would be agency's responsibility to enforce safety measures/precautions required, as per relevant codes, for carrying out the work. NHB shall not be responsible for any mishap/injury/impairment caused to the workers.
 30. Some restrictions may be imposed by the IHC, security etc. on the working and/or movement of labour, material etc. The agency shall be bound to follow such restrictions/instructions and if such restriction incurs any cost to the vendor, nothing extra will be paid in this regard.
 31. All the defects/replacement of parts etc. caused during the work shall get remedied by the agency at his own cost and nothing extra shall be payable in this regard by the Bank. once the CCTV camera system is installed but if Bank desires to change the location of the existing camera for better and efficient surveillance system, vendor is required to arrange shifting of location of the camera along with necessary ancillary required work free of cost for a period of one year from the date of handing over of the system to the Bank. All cost in this regards has to be considered by the vendor while submitting their offer. Vendor can anticipate Maximum 20% location change during this period. Each camera shall have 5 to 6 feet slag (loose wire) for shifting the camera without making any joint in the camera in case of its re- location at later date.
 32. After award of work the agency shall deploy one technical supervisor at the site during work at site.

33. Contractor has to furnish under taking on the company letter head that no any legal case is pending against the company from any parties for whom they have worked.
34. Once system is handed over, all intellectual property right will rest with the Bank.
35. All the electrical (line wire drawings) shall be handed over to the bank before settlement of the final bill and will be property of the Bank. Contractor will have no right over them and they will be bound by Official Secret Act.
36. Contractor has to ensure that all the workers/ sub-contractors should have police verification before commencement of the work.
37. Contractor is required to sign Official Secret Act before commencing in the work.

RESOLVING DISPUTES (IF ANY)

In case of any dispute, the decision of the concerned Executive Director of National Housing Bank shall be final and binding upon the firm. Any legal proceedings in respect of any matter of claim or dispute arising out of this advertisement and/or an application in response thereto can be instituted only in New Delhi and courts/tribunals/forums at New Delhi only shall have sole and exclusive jurisdiction to try any cause/dispute.

PERIOD OF COMPLETION

Time allowed for carrying out this work is three calendar **months** from the date of award of the work. However these rates shall remain valid for the further period of six months for any work required to be under taken by NHB within the scope of this tender. Deviation in quantities of work to the tune of 50 % on BOQ quantities of this tender can be anticipated while quoting this tender.

PENALTY CLAUSE:

0.50 % amount will be charged per week (for delaying the project) on total project cost up to a maximum ceiling limit of 10% of the project cost.

PAYMENT TERMS:

In all two payments shall be allowed during the course of execution of this work. Final Payment will be made only after completion of this project. Deduction of applicable taxes in accordance with the provision of Income Tax act / rules on the subject shall be applicable and Tax shall be deducted at source.

INSTRUCTION

Interested vendors may visit the Bank's premises for inspecting the existing setup and other infrastructure facilities available in the Bank. The Bidder is expected to examine all instructions, forms, terms and specifications in the tender documents.

- No binding legal relationship will exist between any of the Respondents and Bank until execution of a contractual agreement for this work.
- Each Bidder acknowledges and accepts that Bank may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible vendor(s). The tender document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by the bidder.
- The bidder will, by responding to Bank for RFP, be deemed to have accepted the terms of this RFP.
- Bidders are required to direct all communications related to this RFP, to:

Deputy General Manager (Premises Department)
Telephone: +91 - 11 - 24620433

- Bank may, at its absolute discretion, seek additional information or material from any bidder after the 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 Bank, at its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- Queries / Clarification if any, may be sought from the Bank above before the deadline for submission of bids, between 10.00 am to 5.00 pm on any working days (Monday to Friday except holidays).
- Bank may, at its absolute discretion, engage in discussion or negotiation with any Bidder (or simultaneously with more than one Bidder) after the RFP closes, to improve or clarify any response.
- Work is required to be under taken though licensed electrician only.
- All necessary statutory permission related to this work are required to be ensured by the contractor before commencement of this work.

EARNEST MONEY DEPOSIT

The bidder has to submit earnest money deposit of Rs. 25,000 (Rs. Twenty five Thousand only) (The EMD of unsuccessful bidder shall be refunded after completion of tendering process and the EMD of the selected vendor shall remain with NHB and will be adjusted in the security deposit during the period of execution of contract for which no interest will be paid on the EMD. The security deposit shall be released only after successful completion/satisfactory execution of the contract.) by way of in the form of Pay Order/Demand Draft in favor of **National Housing Bank, payable at New Delhi.**

The proof of the EMD should be enclosed and put in the envelope containing the Financial Bid; in the absence of which the bid may not be considered for further evaluation. The bidders are also required to submit ECS Mandate Form as enclosed.

The EMD security may be forfeited:

- a. If a Bidder withdraws its bids during the period of bid validity
 - b. If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract
- In case of successful Bidder, if the Bidder fails to Sign the contract.

PERIOD OF VALIDITY

Bids shall remain valid for three months from the date of its opening, as prescribed by the Bank. A bid valid for shorter period shall be rejected by the Bank as non-responsive.

BID CURRENCY

Prices shall be expressed in Indian Rupees only.

SUBMISSION OF BIDS AND CLOSING DATE

The bidders shall duly seal the envelope with RED LAC SEAL (Wax Seal). The bid should be addressed to Bank at the following address :

Deputy General Manager
Premises Department

National Housing Bank,
Head Office
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,
New Delhi - 110003.

TAXES

The prices quoted shall be inclusive of all taxes and levies. If the tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. Income tax will be deducted at source and a certificate for the same will be issued to the contractor.

INSURANCE

The successful Tenderers shall take all risk policy for the contract value and workmen compensation policy for the workers engaged in the work. The contractor shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work. Third party liability in contractor's all risk policy shall be minimum of Rs 2 lakh per person for any accident or occurrence and Rs. 5.00 lakh in respect of damage to property for any accident or occurrence.

Defects Liability Period.

The Defects Liability Period shall be twelve months from the Completion of work and the warrantee of the product should be valid for a period of twelve months from the date of completion of the work.

SIGNING OF CONTRACT.

The successful bidder(s) to be called as vendor, shall be required to enter into a Service Level Agreement (SLA) with the Bank, within 15 days of the award of the tender or within such extended period as may be specified by the Bank.

RETENTION MONEY/ SECURITY DEPOSITS

After execution of work, the retention money/ security deposits @ 10% will be deducted from the vendor's payment bill, EMD which is already deposited with the bank will be adjusted in the retention money.

The retention money shall be released after satisfactory completion of twelve months from the date of completion of this work. During this period if any defects are observed than it needs to be set right in a reasonable period of three days from the date of receipt of the compliant by the contractor. If contractor fails to attend the rectification than Bank will be at liberty get the things set right through some other agency at the risk cost and consensus. The expenditure incurred in this behalf shall be adjusted from the dues of the contractor/ retention money.

XXXXXXXXXXXXXXXXXXXXXX

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 of this section.

Bidders are requested to note the following:

- All the details must be provided as per format. Incomplete formats will result into rejection of the proposal.
- All the quoted costs must include all applicable taxes, charges and other levies.
- All the rates must be quoted in INR.
- The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.
- The commercial rates 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)

Address:

Place: - New Delhi

Date:-

Schedule of Items

Name Of Work: - Supply, Installation Testing & Commissioning Of IP Based CCTV Camera Surveillance System & Integration With Existing Local Area Network (LAN) For NHB, HO, New Delhi

S.No	Items	Units	Qty	Rates (In Rs.)	Rates in words	Amount (In Rs.)
1	<p>HD Dome Indoor Network Camera(2 MP)</p> <ul style="list-style-type: none"> • 1080P H.264 IP Weather-Proof IR Dome Camera • 25/30 fps @ 1080p (1920 x 1080) H.264 and MJPEG dual stream • True Day/Night capability with IR-cut filter • Weatherproof IP66-rated,vandal-resistant IK10-rated housing • 2.8 -12mm vari-focal lens • Supports Internet Explorer®, Chrome™ and Firefox® • Supports HDCS V5.0 central management software and Hon View Touch mobile app <p>Approved Make-Sony, Pelco, Samsung Honeywell, Tyco, or equivalent</p>	Each	37			
2	<p>2. Network Video Recorder / - 120 Channel Upgradable</p> <ul style="list-style-type: none"> • The video management software is an essential part of any surveillance system. VMS software allows you to manage camera and recording settings, view multiple camera feeds, and set alerts for tampering and motion detection. Video management software can also review and analyze your recorded video, giving you important information. These analytics can range from retail software that tracks customer movements to better design stores to motion detection searches for suspicious people who came on your property during the night. • To save time while reviewing videos looking for a specific scene, Smart Search features in video management software allow you to set up specific search parameters so you can quickly scan the <ul style="list-style-type: none"> • Most relevant clips. • ONVIF, or the Open Network Video Interface Forum, is a global standard for compatibility in 	Each	1			

	<ul style="list-style-type: none"> IP cameras and systems. ONVIF-certified products are designed to work together, giving you flexibility While building a system. <p>Approved Make -Videonatics, Milestone, Nice, Samsung , Variant etc. or equivalent</p>					
3	<p>PoE Switch :06 24 G - PoE+ Switch is a fully managed layer 2 switch with 24 10/100/1000 PoE+ ports and 4 GbE SFP slots</p> <p>Ports: (24)- RJ-45 auto sense 10/100/1000 PoE ports, (5) Fixed Gigabit Ethernet SFP Port,</p> <p>Approved Make - D-Link , Cisco , Netgear, TPLink</p>	Each	QR Only			
4	<p>42" Full HD LED TV Intelligent Peak LED, Motion flow 400, X-reality PRO picture engine optics Contrast and Triluminos colour display panel</p> <p>Approved Make - Samsung, Panasonic, and LG or equivalent</p>	Each	3			
6	<u>Passive Network Components</u> Cable CAT6 A -UTP Cable (305 Mtr.)	Box	9			
7	Line Interface Unit - 24 Port	Each	6			
8	CAT6 A UTP 24 AWG Patch Cord: 1Mtr..	Each	66			
9	Fibre cable 6 core single mode	Meter	600			
11	Media Convertor	Each	6			
12	HDMI Splitter with Cable	Each	1			
13	Fibre Pigtail, Coupler, patch cord	Each	6			
14	PVC Conduit/Channel/Flexible & Batton/Pipes/I.O. Boxes, SMB	Meter	400			
15	NASS 50TB for 30 Days recording	no.	1			
16	Operation and Maintenance Manuals (soft copy and hard copy) wherever apply for all equipment's used in IP surveillance solution services commissioned on CD	No.	1			
	Total amount					
	Discount (If any)					
	Net Amount					
	Say					

Comprehensive AMC for CCTV Camera system

Sl. No	Work Description	Rate (In Rs.)	Rates in word	Amount (In Rs)
1	Providing comprehensive AMC** for the entire system supplied and provided by the firm for 1st one year from the date of completion of performance guarantee period			
2	Providing comprehensive AMC** for the entire system supplied and provided by the firm for 2nd year from the date of completion of 1 st year AMC period			
3	Providing comprehensive AMC** for the entire system supplied and provided by the firm for 3rd year from the date of completion of 2 nd year AMC period.			
	Total amount			

**** Any change of location of camera shall be within the perview of this AMC period.**

Contactors are required to provide performance guarantee for one year free of cost after virtual completion of this work and have to ensure satisfactory performance of the gadgets provided by them for this system. They have to ensure rectification of system failure, camera, recording etc. complete. Any problem needs to be sorted out and needs to be resolved within 24 hours (3 working days, 8 hours working office hours per day)

L1 Criteria: $L1 = 0.70 \times \text{Supply \& Installation cost of CCTV Cameras} + 0.15 \times \text{1st year AMC} + 0.10 \times \text{2nd year AMC} + 0.05 \times \text{3rd Year AMC}$

SELF-DECLARATION - NON BLACKLISTING

To,

Deputy General Manager (Premises)
National Housing Bank
Core 5A,India Habitat Centre 3rd-5th Floor
Lodhi Road New Delhi 110003.

Sir,

In response to the Tender NHB/IS/CCTV/2016 dated 28th Dec. 2016 for Supply, Installation, Testing & Commissioning of IP based CCTV Surveillance System and Integration with existing Local Area Network (LAN), I/We hereby declare that presently our Company/Service provider -----is having unblemished record and is not declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/ Autonomous Body on the date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD may be forfeited in full and the tender if any, to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name of the Bidder:
Authorized Signatory:
Seal of the Organization:

Date:
Place:

GENERAL INSTRUCTION TO BIDDERS

- a) Any offer made in response to this tender when accepted by NHB will constitute a contract between the parties.
- b) The supplier is fully responsible for any loss in transit and will also be responsible for safe delivery of goods/ stores in good condition at NHB New Delhi.
- c) Bid should be valid for a minimum period of 90 days from the date of opening of Bid. The sealed bids superscribing on the envelope 'Bid for Supply, Installation, Testing & Commissioning of IP based CCTV Surveillance System and Integration with existing LAN' with tender number and due date should reach on or before the specified date and time to the HOD (IS), NHB Core A, India Habitat Centre 3rd -5th Floor Lodi Road New Delhi 110003 India.
- d) NHB takes no responsibility for delay, loss for non-receipt of bids/ documents sent by post and reserves the right to accept the reject any part/full of the bid without assigning any reason whatsoever.
- e) Bids received after due date and time shall be rejected.
- f) The Price must be quoted in Indian Rupees only. The rates should be inclusive of all charges such as octroi, packing, forwarding, insurance & loading, unloading, freight and clearance, etc. & bidder should undertake to supply goods at NHB, Corporate New Delhi at his own cost.
- g) The VAT/Sales/General Taxes where legally liveable has to included in the quoted rates for items shown along with the price quoted. It will be treated that the price is inclusive of VAT & other taxes. VAT/CST registration No. and date of its validity should be indicated. NHB will not provide "C" & "D" forms, hence quote may include the taxes actually liveable. The firm must quote their TIN No. , PAN No., (IT returns) VAT registration no. etc. in the Bid (attested copies to be enclosed).
- h) The rates should be mentioned clearly in both figures and words for each item in the quotation. If there is any variation in figures and rates quoted in words will be taken in to consideration. The overwriting, cutting, erasing, if any should clearly be duly attested.
- i) NHB reserves the right at the time of issue of Purchase Order to increase or decrease the quantity by or up to 50 percent of the order of goods and services originally specified in the Bid without any change in final unit price or other terms and condition. However, in case of PVC Conduit and Cables the payment shall be regulated as per actual measurement.
- j) Warranty: The bidder shall provide 12 months On-site Warranty for all items from the date of installation and shall be responsible for any defects that develop in the equipment's. They shall also replace any defective part of the product supplied without any exception and recourse, free of cost.
- k) The Supplier is responsible for all packing, unpacking, assembles, installation of units. The Supplier will test the products and accomplish the adjustments necessary for successful and continuous operation of the products supplied at all installation sites and shall ensure maintenance of the supplied products during the warranty period.
- l) For goods supplied locally, no advance payment or payment against Performa invoice will be made. Part payment shall be considered and may be made after the successful delivery and Service charge after successful installation (as mentioned in SCOPE), Testing, Training, Integration and Documentation in respect of the complete CCTV System.
- m) Packing list giving description of the contents must be put on all packages.
- n) The delivery, installation and successful testing of the items must be completed within two months from the date of award of contract to the successful bidder.
- o) Corrupt or Fraudulent Practices: Bidders should observe the highest standard of ethics during the procurement and execution of such contracts. "Corrupt practice" means

the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution, and "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial by non-competitive levels and to deprive the Purchaser the benefits of free and open competition. NHB will reject a proposal if it is found that the Bidder recommended for award has engaged in corrupt or fraudulent practice(s) while competing for the contract in question.

CONFIDENTIALITY - CUM - NON DISCLOSURE AGREEMENT

This Confidentiality -cum- Nondisclosure Agreement is entered into at New Delhi on _____ between _____, a company within the meaning of Companies Act, 1956, having its Registered Office at _____ after called 'Service Provider') and 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, India Habitat Centre, Lodhi road, New Delhi-110003; (herein after referred to as the 'the Bank' or 'NHB').

The Service Provider and NHB would be having discussions and negotiations concerning the establishment of and during continuance of a business relationship between them as per Agreement dated _____, hereinafter referred to as 'Agreement'). In the course of such discussions and 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 and 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' and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the 'Recipient', and will include its affiliates and subsidiaries.

Now this Agreement witnesseth:-

1. Proprietary Information: As used in this Agreement, the term 'Proprietary Information' shall mean 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. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient 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 party, within 10 (ten) days after such disclosure, delivers to the Recipient 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 to whom such disclosure was made.

2. Confidentiality:

The Service Provider will keep all the data, sources and information received during the execution of this contract as confidential and will not disclose or release it to any other party.

- 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 as may be required for the proper exercise of the Parties' respective rights under this Agreement.

- b). The term 'confidential information' shall 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 include, without limitation, software programs, technical data, methodologies, know-

how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the 'Disclosing Party'.

3. Non-Disclosure of Proprietary Information: For the period during the Agreement or its renewal, the Recipient will:

- a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior 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 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.

3. Limit on Obligations: The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient 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,
- b) is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;
- c) Becomes known to the Recipient 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 without reference to or reliance upon the Proprietary Information; or
- e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the Recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions for such disclosure.

4. Return of Documents: The Recipient shall, upon the 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 pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event 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 party will promptly return to the other party or with the consent of the other party, destroy the Proprietary Information of the other party.

5. Communications: Written communications requesting or 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)

L-1 Company.

Attn: Sh.

National Housing Bank

Attn: Sh.

6. Term: The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) shall be deemed to have commenced from the date of commissioning with a validity of 03 Years and 0 months and further period if contract is extended.
7. Nothing herein contained shall be construed as a grant by implication, estoppel, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.
8. Damages: 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, in addition to other remedies, which may be available, the party violating the terms of this agreement shall be liable for the loss upon proof actual and proved damages by a court of competent jurisdiction on account of such disclosure.
Each party agrees to indemnify the other against loss suffered due to breach of contract and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties upon proof actual and proved damages by a court of competent jurisdiction.
9. Non Solicitation: The Bank agrees not to make an offer for employment to any engineer provided by the Service provider under this agreement and the Service provider agrees not to accept an 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 termination or earlier expiration of the agreement.
10. Any dispute or differences arising out of or touching this agreement if not resolved amicably shall be referred to the arbitration, of single arbitrator to be mutually agreed by the parties. In case the parties fail to agree upon single arbitrator, then each party shall appoint one arbitrator and these two arbitrators shall appoint a third arbitrator. The decision of the arbitral tribunal shall be final and binding on the parties. The arbitration shall be conducted in accordance with the Indian Arbitration and conciliation Act 1996. The language of arbitration shall be English and the venue of arbitration shall be Mumbai, India.
11. Miscellaneous
 - a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.
 - b) This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assigns
 - c) The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.
 - d) 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 _____

Authorised Signatory Shri.

Designation

For National Housing Bank

Authorised Signatory Shri _____

Designation _____

PRE CONTRACT INTEGRITY PACT

This pre-bid/pre-contract Agreement (hereinafter called “**this Integrity Pact**”) is made on _____ day of _____ 201____, 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 “**the Bank**”, which expression shall mean and include, unless the context otherwise requires, his 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 the Bank 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 the Bank 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 the Bank 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 the Bank to obtain the desired said stores/equipment 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 the Bank 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 terms and conditions mentioned hereinafter.

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

1. Commitments of the Bank:

- 1.1** The Bank undertakes that no official of the Bank, 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** The Bank 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 the Bank 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 the Bank with full and verifiable facts and the same is prima facie found to be

correct by the Bank, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Bank and such a person shall be debarred from further dealings related to the contract process. In such as case while an enquiry is being conducted by the Bank 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 the Bank, 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 the Bank under the contract in terms of the RFP.
- 3.3** The bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- (a) The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, 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 the Bank 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 the Bank 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 the Bank 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 the Bank as part of the business relationship, regarding plans, technical proposals and business details, including

information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

- (j) The bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (k) The bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- (l) If the bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly is a relative of any of the officers of the Bank or alternatively, if any relative of an officer of the Bank 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 the Bank.
- (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 the Bank, while rendering any advice or service.
- (b) The bidder shall act/perform, at all times, in the interest of the Bank 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 the Bank'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 the Bank 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 the Bank. 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 the Bank to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the bidder. The bidder is fully aware that it shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Further, the bidder is also aware of the fact that in case it has been hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services) resulting from or directly related to the consulting services for such preparation or implementation.

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

- (ii) **Conflict among consulting assignments** – The bidder understands that neither bidder (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be hired for the assignment that, by its nature, may be in conflict with another assignment of the bidder. As an example, bidders assisting the Bank 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 the Bank's staff** – The bidder is aware that the contract may not be awarded to the bidder in case it is observed that it, including its experts and other personnel, and sub-consultants, has/have a close business or family relationship with a professional staff of the Bank (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 the Bank 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-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

4. Previous Transgression

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

5. Earnest Money (Security Deposit)

- 5.1** While submitting commercial bid, the bidder shall deposit an amount _____ (*to be specified in RFP*) as Earnest Money/ Security Deposit, with the Bank through any of the following instruments:
 - (i) Bank Draft or a pay Order in favour of _____.
 - (ii) A confirmed guarantee from any nationalized bank in India, promising payment of the guaranteed sum to the Bank on the demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Bank shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (*to be specified in the RFP*)
- 5.2** The Earnest Money/Security Deposit shall be valid up to a period of _____ years or the complete conclusion of the contractual obligations to the complete satisfaction of both the Bidder and the Bank including warranty whichever is later.
- 5.3** The bidder agrees that in case of its selection as the successful bidder, any breach/violation in this Integrity Pact shall also entail forfeiture of performance Bonds/Performance Bank

Guarantee (PBG) and the decision of the Bank imposing the sanction to forfeit the performance bonds/ PBG without assigning any reason shall be final and binding.

5.4 No interest shall be payable by the Bank to the bidder on Earnest Money /Security Deposit for the period of its currency.

6. Accountability:

6.1 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 the Bank, keeping in view norms of ethical business, professionalism and the fact that such advice / services to be rendered by it for a consideration.

6.2 The bidder shall be accountable in case of improper discharge of contractual obligations and/or any deviant conduct by the bidder.

7. 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 the Bank for any violation of this Integrity Pact as per the applicable law, besides being liable to the Bank as may be provided under the service level agreement/contract to be executed.

8. 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 the Bank, 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.

9. 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.

10. Sanctions for Violations:

10.1 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 the Bank to take all or any one of the following actions, whenever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the bidder. However the proceedings with the other bidder(S) would continue.
- (ii) The Earnest Money Deposit (in per-contract stage) and / or Security Deposit /Performance Bond/PBG (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Bank and the Bank 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 the Bank, 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 the Bank in connection with any other contract, such outstanding

payment could also be utilized and appropriated by the Bank 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 the Bank, 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 the Bank resulting from such cancellation /rescission and the Bank 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 the Bank for a minimum period of five year which may be further extended at the discretion of the Bank.
- (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 the Bank with the bidder, the same shall not be opened.
- (x) Forfeiture of Performance Bond/PBG in case of a decision by the Bank to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.

10.2 The Bank 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.

10.3 The decision of the Bank 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.

11. Fall Clause:

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

12. Independent Monitors:

12.1 The Bank has appointed independent external monitor (hereinafter referred to as “the Monitors”) for this Integrity Pact in conciliation with the Central Vigilance Commission (Name and Addresses of the Monitors to be given).

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 the Bank.

12.6 The bidder accepts that the Monitor has the right to access without restriction to all project documentation of the Bank including that provided by the bidder. The bidder will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-

contractors. The Monitor shall be under contractual obligation to treat the information and documents (s) of the bidder/sub-contractor with confidentiality.

12.7 The Bank 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 Bank within 8 to 10 weeks from the date of reference or intimation to him by the Bank/bidder and, should the occasion arise, submit proposals for correcting problematic situations.

13. Facilitation of Investigation:

In case of any allegation of violation of any provision to this Integrity Pact or payment of commission, the Bank or its agencies shall be entitled to examine all the documents including the Books of Accounting of the bidder and the bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

14. Law and Place of Jurisdiction:

This Integrity Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Bank.

15. Other Legal Action:

The action 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.

16. Validity:

16.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Bank 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 at _____ on the day, month and year mentioned herein above.

For National Housing Bank
Name of the officer

BIDDER
CHIEF EXECUTIVE OFFICER

Designation

Witness
1. _____

(Name & Address)

2. _____

(Name & Address)

Witness
1. _____

(Name & Address)

2. _____

(Name & Address)

(provisions of these clauses would need to be amended /deleted in line with the policy of the Bank in regard to involvement of Indian agents of foreign suppliers.)*