

**Request for Proposal: dated: 02.12.2017: National Housing Bank**

**RFP Reference date:- 02.12.2017**

**Request for Proposal (RFP)-**

**Engagement of Real Estate Property Consultant Firm  
For Purchase/Sale of Flats for Bank at New Delhi / Mumbai**

**Premises Department  
Head Office, National Housing Bank  
Core 5-A, 4<sup>th</sup> Floor, India Habitat Centre, Lodhi Road,  
New Delhi - 110 003  
Phone: 011-39187000  
E-Mail: vishal.goyal@nhb.org.in , mohit.kaul@nhb.org.in**

**GLOSSARY**

Abbreviation	Description
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**Request for Proposal: dated: 02.12.2017: National Housing Bank**

NHB	National Housing Bank
HO	Head Office, Delhi
RRO	Regional Representative Office
PSU	Public Sector Unit
PSB	Public Sector Bank
VC	Video Conference
EMD	Earnest Money Deposit
RFP	Request For Proposal
PBG	Performance Bank Guarantee
OEM	Original Equipment Manufacturer
SLA	Service Level Agreement
ERV	USD-INR exchange rate variation
ORS	Online Reporting Solution
IHC	India Habitat Centre
ITI	Industrial Training Institute
ECS	Electronic Clearing Service
TDS	Tax Deduction at Source

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

## Request for Proposal: dated: 02.12.2017: National Housing Bank

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

1.	Date of commencement of Bidding/ Tender / RFP Documents	02.12.2017 onwards
2.	Pre-Bid meeting with Bidders (Date and Time)	19.12.2017 / 15:00 Hours
3.	Last date and time for sale/ download of the Bidding Documents from banks site (i.e. <a href="http://www.nhb.ogr.in">www.nhb.ogr.in</a> )	02.01.2018 / 13:00 Hours
4.	Last date and time for receipt of Bidding Documents	02.01.2018 / 13:00 Hours
5.	Date and Time of Bid Opening	02.01.2018 / 16:00 Hours
6.	Earnest Money Deposit Amount	Rs. 1, 00, 000/-
7.	Place of opening of Bids	National Housing Bank, 4 <sup>th</sup> Floor, Core 5-A India Habitat Centre, Lodhi Road, New Delhi - 110003

#### **Note: -**

- **The above schedule is subject to change. Notice of any changes will be provided through e-mail from designated contact personnel only or publishing on NHB's website.**
- **All data/information, submitted vide documentary proofs/company records along this RFP, must be reported & will be treated as on date of publication of this RFP.**

### **2. ABOUT NATIONAL HOUSING BANK**

National Housing Bank (NHB or Bank), a statutory institution is a wholly owned

## Request for Proposal: dated: 02.12.2017: National Housing Bank

subsidiary of the Reserve Bank of India, established under an Act of the Parliament.

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

### **3. Purpose/Objective:**

Bank invites competitive sealed quotations for the captioned work at location mentioned above from the well-established, reputed and resourceful property Consultants (“Consultants”) based in areas under New Delhi (NCR)/ Brihanmumbai Municipal Corporation (BMC)/Mumbai Metropolitan Region Development Authority (MMRDA)/Navi Mumbai Municipal Corporation(NMMC), who can provide their Real Estate Consultancy services in acquiring flats/Property for Bank’s officers on outright purchase/sale of flats/ property.

### **4. Scope of Work /Deliverables and Job Requirement:**

The brief Scope of the work is as follow:

- a. To facilitate the Bank in outright purchase free from litigation & any encumbrances and sale of flats in areas under New Delhi (NCR), Brihanmumbai Municipal Corporation (BMC), Mumbai Metropolitan Region Development

## Request for Proposal: dated: 02.12.2017: National Housing Bank

Authority (MMRDA), Navi Mumbai Municipal Corporation (NMMC) during the period of contract.

- b. Bank shall be inviting open tender by giving newspaper advertisement for purchasing/sale of the flats. The firm shall be preparing the detailed Request For Proposal along with related terms & conditions and various clauses for purchase/sale of flats to be advertised in the newspaper.
- c. Arranging response, shortlisting of proposals, scrutinize the offer along with technical and financial evaluation/implication, preparation of comparative statement along with merits & demerits.
- d. Firm should provide a checklist of documents to be executed with various authorities towards purchase and sale of properties to the Bank and also facilitate execution of all such documents with appropriate authorities.
- e. Liasoning/arranging site inspections, confirming w.r.t applicable development control rules, authenticity of all relevant documents, approvals / Municipal records / property tax / any encumbrances on property in question.
- f. Preparatory work for Execution of agreement for sale /purchase, sale deed, mutation and transfer of the other relevant papers including utility services.
- g. All ground work and liasoning required, are to be carried out by the selected firm.
- h. The firm is responsible for collection of all these documents from the respective authorities after execution and handover the same to the Bank.
- i. In case of any litigation with any civic agency, local body, any government department, any private firm/persons, in this case for purchasing/sale of any property at any location as stated above, it will be the sole responsibility of the consultancy firm to resolve the issue, at their own expenses.
- j. The Bank will not make any additional payment for these work. However, bank shall be publishing the newspaper advertisement on its own.

### **Note:**

This RFP is not exhaustive in describing the functions, activities, responsibilities and services for which Consultant will be responsible. The Bidder, by participation in this

## Request for Proposal: dated: 02.12.2017: National Housing Bank

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

### 5. **Pre-Qualification Criteria:** (relevant documents to be enclosed)

- i. All Real Estate Property Consultant ("the Consultant") should have their valid **registration under the Real Estate (Regulation & Development) Act, 2016**, as on date of making this application. If registration is not available then at least they should have submitted their application of registration & proof of having submitted this application needs to be furnished. No Consultant shall facilitate the sale or purchase of or act on behalf of any person to facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, without obtaining registration under this section (where ever applicable).
- ii. Authenticated copy of the address proof of the place of business (Document: Self declaration).
- iii. Limited Company (Public or Private) or a partnership firm having their Registered/ corporate/ head Office at New Delhi (NCR)/ Brihanmumbai Municipal Corporation /Mumbai Metropolitan Region Development Authority (MMRDA)/Navi Mumbai Municipal Corporation(NMMC). (Document: Certificate of incorporation/ self-declaration by company HR)
- iv. Number of year of establishment of the firm in the related consultancy business of similar nature should be at least of 07 years .(Document: Certificate of incorporation/ documental proof)
- v. Minimum Average Company Turnover should be of Rs. 25 Crore per annum from Real Estate Business transaction in India during Financial Year 2014-15, 2015-16 and 2016-17. (Document: Certificate of CA).
- vi. The Bidder should not have been black-listed/ debarred by any Government/ Public Sector organization (Self Declaration).
- vii. Details of GST Number.

### 6. **Period of Contract:**

The contract will be valid for three (3) years from date of award of work. Firm has to complete every assignment given to them within specified period as mutually agreed, which shall be indicated in the award letter.

## 7. Instructions to Bidders

### 7.1 General:-

- All costs and expenses incurred by the Bidders in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by NHB, will be borne entirely and exclusively by the Bidder.
- Each Recipient acknowledges and accepts that NHB may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible Consultant(s).
- A Bidder will, by responding to NHB for RFP, be deemed to have accepted the terms of this Bid/RFP and Disclaimer.
- Bidders are required to direct all communications related to this tender, through the nominated Point of Contact persons, mentioned below:

Shri Vishal Goyal, (Desi.): Deputy General Manager (Contact details):011-39187037	Shri Mohit Kaul, (Desi.): Assistant General Manager (Contact details):011-39187128
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- NHB may, in its absolute discretion, seek additional information or material from any Bidders after the tender/RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- Bidders should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
- If NHB, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then NHB reserves the right to communicate such response to all Bidders.

## **Request for Proposal: dated: 02.12.2017: National Housing Bank**

- Queries / Clarification if any relating to submission of bids may be taken up with the Premises Department of NHB between 11:00 AM to 04:00 PM on or before Pre-Bid Meeting.
- Bidder should not have been blacklisted/debarred from participation in the bid process by any of the Government Departments/Public Sector Units ("PSUs")/Public Sector Banks ("PSBs")/Financial Institutes in India.
- NHB will notify all short-listed Bidders in writing or by mail or by publishing in its website as soon as practicable about the outcome of their RFP. NHB is not obliged to provide any reasons for any such acceptance or rejection.

### **7.2 Pre-Bid Meeting**

For the purpose of clarification of doubts of the Bidders on issues related to this tender/RFP, NHB intends to hold a Pre-Bid meeting on the date and time as indicated above. The queries of all the Bidders, in writing, should reach by e-mail or by post on or before 19-12-2017, on the address as mentioned above. It may be noted that no queries of any Bidder shall be entertained received after the Pre-Bid meeting. 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.

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

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

### **7.5 Erasures or Alterations**

The offers containing erasures or alterations may not be considered. Any interlineations', erasures or overwriting may be considered at the discretion of NHB only if they are initialed by the person signing the Bids. However, any interlineations', erasures or

overwriting in any form will not be accepted in the commercial Bid. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. NHB may treat offers not adhering to these guidelines as unacceptable. However, NHB may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This shall be binding on all Bidders and NHB reserves the right for such waivers.

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

- At any time prior to the deadline for submission of Bids, NHB, for any reason, may modify the Bidding/Tender/RFP document, by amendment.
- The amendment will be posted on NHB's website [www.nhb.org.in](http://www.nhb.org.in)
- All Bidders must ensure that all amendments/enhancements (if any) in the RFP have been considered by them before submitting the Bid. NHB will not have any responsibility in case some omission is done by any Bidder.
- NHB at its discretion may extend the deadline for the submission of Bids.
- NHB shall not be liable for any communication gap. Further NHB reserve the right to scrap the tender or drop the tendering process at any stage without assigning any reason.

#### **7.7 Language of Bid**

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

#### **7.8 Masked Commercial Bid**

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

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

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

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

1. Bidder's information in the format as prescribed in **Annexure I**;
2. Compliance Statement Declaration in the format as prescribed in **Annexure II**;
3. Commercial Bid covering letter in the format as prescribed in **Annexure III**;
4. The **Commercial Proposal**: to be submitted as per **Annexure IV**;
5. ECS Mandate in the format as prescribed in **Annexure V**;
6. Letter of competence as prescribed in **Annexure VI**;
7. **Service level Agreement as prescribed in Annexure VII**

*Note: Bids without the EMD amount will be rejected.*

**7.11 Bid Currency**

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

**7.12 Earnest Money Deposit (EMD)**

The Bid shall be accompanied by earnest money amounting to Rs. 1, 00, 000/- (Rupees One lakh only) in its proper mode as per details given below.

The Accounts details are given below:

S.No	Type	Particulars
1	Beneficiary Name	National Housing Bank
2	Beneficiary Address	Core 5A, 4th Floor, India Habitat Centre, Lodhi Road, New Delhi 110 003
3	Beneficiary Bank Name	State Bank of India

**Request for Proposal: dated: 02.12.2017: National Housing Bank**

4	Beneficiary Bank Branch Address	Scope Complex Branch, Ground Floor, Core-6, Scope Complex, Lodhi Road, New Delhi - 110 003
5	Type of Bank Account	Current account
6	Beneficiary Bank A/C No	52142903844
7	IFCS code of Bank branch	SBIN0020511
8	MICR No	110004005
9.	Swift Code:	_____

- (a) The proof of the payment should be enclosed along with the Commercial Bid ; in the absence of which the Bid may not be considered for further evaluation. The Bidders are also required to submit ECS Mandate Form as enclosed in **Annexure-V**.
- (b) Any Bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- (c) Request for exemption from EMD will not be entertained.
- (d) 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 30 days post award of work/contract.
- (e) EMD of Rs. 1,00,000/- deposited by the successful Bidder shall be retained by the Bank. The EMD shall be release only after six month from date of completion of the contract (i.e six month after three year of contract).
- (f) The EMD security may be forfeited:
- If a Bidder withdraws its Bids during the period of Bid validity;
  - 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; ; and
  - In case of successful Bidder, if the Bidder fails to sign the contract/SLA

**7.14 Period of Validity of Bids**

- Prices and other terms offered by Bidders must be valid for an acceptance period of 90 days from the date of opening of the Bids.
- In exceptional circumstances NHB may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.

The Bid security provided shall also be extended.

#### **7.15 Format and Signing of Bids**

Bid herein referred to as “**Commercial Proposal**”

The Original Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

#### **7.16 Sealing and Marking of Bids**

- The envelop shall be addressed to NHB at the address given below:  
The Dy. General Manager  
Premises Department  
National Housing Bank  
Core 5A, 3<sup>rd</sup> Floor, India Habitat Centre  
Lodhi Road, New Delhi - 110003
- All envelopes should indicate on the cover the name and address of Bidder along with contact number.
- The Bidder shall seal the separate envelopes containing Commercial Proposals along with the documents confirming Pre-Qualification Criteria, in the main envelope.
- The envelope should be non-window and separately super scribed as “**RFP for engagement of Real Estate Property Consultancy Firm**”, as applicable.
- If the envelop is not sealed and marked, NHB will assume no responsibility for the Bid's misplacement or its premature opening.
- Bids not sealed properly shall not considered and will stand rejected without recourse.
- The Bidder should quote the rate/ amount in figures as well as in words. In case either of the amounts in words or figures is not quoted, the tender will be deemed as invalid.

**7.17 Deadline for submission of Bids**

- The Bids must be received by NHB at the addressed specified, latest by 13:00 Hours on 02/01/2018. No Bid will be accepted after 13:00 hours on 02/01/2018. If the Bids are received after 13:00 hours, the same will be returned as it is to the Bidder.
- In the event of the specified date for the submission of Bids, being declared a holiday for NHB, the Bids will be received up to the appointed time on the next working day.
- NHB may, at its discretion, extend the deadline for submission of Bids by amending the Bid documents with intimation on NHB's website, in which case, all rights and obligations of NHB and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**7.18 Late Bids**

Any Bid received by NHB after the deadline for submission of Bids prescribed by NHB will be rejected and returned unopened to the Bidder.

**7.19 Modification and/or Withdrawal of Bids:**

- A Bidder shall submit only one proposal. If the Bidder submits more than one proposal, all such proposals shall be disqualified.
- No Bid may be modified after the submission of Bids.
- NHB has the right to reject any or all tenders received without assigning any reason whatsoever. NHB shall not be responsible for non-receipt / no delivery of the Bid documents due to any reason whatsoever.

**7.20 Opening of Bids by NHB**

- On the scheduled date and time, Bids will be opened by NHB Committee in presence of Bidder representatives who will attend the meeting on the specified date.
- **Time, Place & Date of Opening of Bids: Meeting Room on 5<sup>th</sup> Floor at National Housing Bank, Head Office, New Delhi as per the details mentioned at Clause 1 of this RFP document.**

## **Request for Proposal: dated: 02.12.2017: National Housing Bank**

- The Bidder name and presence or absence of requisite EMD and such other details as NHB, at its discretion may consider appropriate will be announced at the time of Commercial Bid opening.

### **7.21 Clarification of Bids**

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

### **7.22 Preliminary Examinations**

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

### **7.23 Ownership of Proposal**

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

### **7.24 Instructions to the Bidders**

The Bidder shall not outsource the work assigned by NHB, to any third party except with NHB's prior written consent and attend all complaints registered by NHB through its own service/support infrastructure only.

### **7.25 Price Composition & Variation**

- The Bidder should quote the professional fees in percentage term of Actual Property cost ( **Actual cost does not include** the cost of items, if any, to be directly purchased by the Bank e.g. Stamp Duty, Registration Charges & any other incidentals will not be included in the cost of the project for the purpose of

calculating professional fees). The percentage of fees quoted should be exclusive of GST/other taxes under this RFP in the format provided in the **Annexure IV**.

- Any deviation may lead to Bid rejection. Also no options should be quoted other than as per the commercial Bid. Wherever options are given, the Bid is liable to be rejected.
- No price variation relating to cost of consultancy excl. taxes (present and future) will be entertained for any work assigned during the period of contract.
- GST/ Other taxes payable to government will be paid on actual basis, as per statutory revision/requirement.
- Date of implementation of project shall be date of acceptance of the letter of award (Starting Date) or such other date as may be fixed by NHB. The same date shall be considered for renewal of support services etc., if applicable.

#### **7.26 Timely availability of Support Services**

The Consultant should have proper and adequate support mechanism in place at Delhi/NCR and Mumbai to provide all necessary support as and when so required by NHB.

#### **7.27 Bid Opening & Evaluation**

The Bidders or their representatives who are present shall sign register as an evidence of their presence. In the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the appointed time and place on next working day.

The Commercial Bid of short-listed bidders will be opened. The Bank reserves right to accept or reject bid without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the bidders.

#### **7.28 Commercial Bid and bid evaluation methodology:**

The professional fees /service charges for the work/services as per the scope of work, rates in percentage (%) of cost of actual transaction i.e. the Actual Property Cost\*. in percentage (%) term should be quoted in Commercial Bid format as provided in **Annexure-IV**.

**Bank shall adopt following formula for evaluation of L-1 Bidder:**

L1 Criteria = Firm quoting the minimum percentage (%) fee shall be L1

In the event of any tie between various Bidders, the latest annual turnover figure of each such Bidder shall be considered and the bidder with the higher annual turnover shall be identified as the lower ranked bidder (towards L1) amongst them and others in the tie shall be ranked accordingly (Copy of the related document issued by Government department shall be submitted by the bidders, if required).

**7.29 Modification and Withdrawal**

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

**7.30 Revelation of Prices**

The prices in any form or by any reasons should not be disclosed in parts of the Bid except in the Commercial Bid. Failure to do so will make the Bid liable to be rejected.

**7.31 Terms and Conditions of the Bidding firms**

The Bidding firms are not required to impose their own terms and conditions to the Bid and if submitted will not be considered as forming part of their Bids. The Bidders should also describe clearly in what respect and up to what extent the equipment and services being offered differ/ deviate from the specifications laid down in the specifications and requirements.

**7.32 Local conditions**

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

**7.33 Contacting NHB or putting outside influence**

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

**7.34 Proposal Content**

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

**7.35 Banned or Delisted Bidder**

The Bidder has to give a declaration that they have not been banned or delisted by any Government, Quasi Government agencies, PSUs or PSBs and its subsidiaries. If a Bidder has been banned by any Government, Quasi Government agencies, PSUs or PSBs and its subsidiaries, this fact must be clearly stated. If this declaration is not given, the Bid will be rejected as non-responsive. This declaration will be submitted along with the Pre-Qualification Criteria.

**7.36 Compliance with Laws**

- (a) The Consultant shall undertake to observe, adhere to, abide by, comply with and notify NHB about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect NHB and its employees/officers/staff/ personnel/ representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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

### **7.37 Intellectual Property Rights**

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

- (a) It further warrants that the Deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
- (b) In the event that the Deliverables become the subject of a claim of violation or infringement of a third party's intellectual property rights, the Bidder shall, at its choice and expense: (a) procure for NHB the right to continue to use such Deliverables; (b) replace or modify such Deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified Deliverables as the infringing Deliverables; or (c) if the rights to use cannot be procured or the Deliverables cannot be replaced or modified, accept the return of the Deliverables and reimburse NHB for any amounts paid to the Bidder for such Deliverables, along with the replacement costs incurred by NHB for procuring an equivalent equipment in addition to the penalties levied by NHB . However, NHB shall not bear any kind of expense, charge, fees or any kind of costs in this regard.

Notwithstanding the remedies contained herein, the Bidder shall be responsible for payment of penalties in case service levels are not met because of inability of NHB to use the proposed solution.

- (c) The Bidder acknowledges that business logics, work flows, delegation and decision making processes of NHB are of business sensitive nature and hence shall not be referred to other clients, agents or distributors of the software. The project shall be deemed as incomplete in case the desired objectives of the project as mentioned in the scope of the project are not met and in case the system is unable to facilitate the processes duly supported by various requirements as envisaged in the RFP.

### **7.38 False / Incomplete statement**

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

- a. If such statement is found at the tender stage, his total earnest money shall be forfeited and tender will be summarily rejected.
- b. In case such a statement is found at the contract stage appropriate action as decided by NHB shall be applicable.

## **8. Commercial Terms and Conditions**

Bidders are requested to note following commercial terms and conditions.

### **8.1 Charges/Price**

- a) The Fee/service charges for the work/services as per the scope of work quoted by the Bidder should include all type of costs / expenditure incurred for successful completion / execution of the assignment.
- b) The Fee/service charges for the work/services as per the scope of work should be valid for every assignment for full contract period of 3 years.
- c) The bank reserves the right to scrap the process at any stage on account of any reason at its discretion. The consultancy firm should be bound to repeat any/all required

activity as mentioned in the scope of work, to complete the work/assignment. Bank shall not be making any extra payment at any stage for repetition of any of these activities/steps.

- d) Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- e) For any future requirement, order will be placed at the contracted rate as mentioned in the Commercial Proposal & as per applicable terms of this RFP. Failure in accepting the order will attract terms of penalty & termination of this RFP/contract, at discretion of NHB.

## **8.2 Payment Terms**

Any payment will be released only post-signing of SLA.

### **Payment terms are as follow:**

Full payment of agreed professional fees shall be payable to successful bidder only on completion of the work/assignment/ deal in all respect as defined in the scope of the work. No request of part payment shall be entertained.

#### Note:

- Bank shall be incurring the cost of items, to be directly purchased by the Bank e.g. Stamp Duty, Registration Charges, any amount paid to the civic body, statutory body, Government department & any other incidentals charges / expenditure.
- Actual Property Cost does not include the cost of items, if any, to be directly purchased by the Bank e.g. Stamp Duty, Registration Charges, any amount paid to the civic body, statutory body, Government department & any other incidentals will not be included in the cost of the project for the purpose of calculating professional fees.

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

In case the contract is terminated, no payment shall be released for any work done / services rendered as part performance of the assignment, except for the properties whose possession and title are completely delivered/transferred in favor of the Bank.

The case will be decided as per term and condition of the contract in line up RFP.

## **9. General Terms and Conditions**

9.1 The Bidder organization must be GST compliant.

9.2 The Bidder must have a valid PAN.

9.3 The Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures. Failure to furnish all information required in the RFP documents, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information as part of response to this RFP document may result in rejection of the proposal.

9.4 All amendments made by NHB to the RFP shall become part of the RFP and same will be notified on NHB's website. The Bidders are required to have a watch on NHB's website for any such amendment.

9.5 The Bidder must take into consideration each and every line of this RFP document while preparing commercial proposal. Bidder is requested to get any issue clarified by NHB before submitting their responses. The Bids submitted should be complete in all respect as required under the RFP. It will be sole responsibility of the selected Bidder to deliver each and everything as per the scope of work during the contracted period. NHB will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right direction.

9.6 NHB reserves the right to extend the dates for submission of responses to this document.

9.7 NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.

9.8 NHB shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. NHB reserves the right to make any changes in the terms and conditions of purchase. NHB will not be obliged to meet and have discussions with any Bidder, and or to listen to any representations. NHB reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The

**Request for Proposal: dated: 02.12.2017: National Housing Bank**

decision of NHB in this regard is final and no further correspondence in this regard will be entertained.

9.9 Notwithstanding anything to the contrary contained in the contract, NHB shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if the selected Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.

9.10 After award of work to successful Bidder, the EMD of other unsuccessful Bidder will be released.

9.11 Bidder must deploy manpower having requisite qualification, experience, skill-set etc. for the project.

9.12 NHB reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of NHB, the information furnished is incomplete or the Bidder does not qualify for the contract.

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

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

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

9.16 Time and quality of the service are the essence of this agreement. Failure to do so will be considered as breach of the terms and conditions of the contract.

## **Request for Proposal: dated: 02.12.2017: National Housing Bank**

9.17 The agency will nominate one or two nodal officials as a single point of contact for one to one dealing with the bank for smooth processing for successful completion of the assignments.

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

NHB will notify successful Bidder in writing by issuing a letter of award/work order in duplicate. The successful Bidder has to return the duplicate copy to NHB within 7 working days from the date of the letter of award/work order duly accepted, and signed by Authorized Signatory in token of acceptance. However, NHB has a right to cancel the letter of award/work order, if the same is not accepted within the stipulated period.

### **9.19 Definitive Agreement**

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

### **9.20 Taxes**

Applicable GST and all other statutory taxes shall be borne by NHB.

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

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

### **9.22 Assignment**

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

### **9.23 Duration of Contract**

The contract will be valid for 3years from the date of the work order/letter of award.

**9.25 Penalty & termination Clause**

If the Consultant fails to complete the assignment according to the requirement Bank, NHB reserves the right to forfeit the EMD deposited by the agency.

However, for any reasons, if it is mutually agreed between the Bank and the bidder, Bank may waive the above penalties. The Bank reserves the right to terminate the services, if the assignment is not proceeding in accordance with the terms of contract by issuing a notice of one month.

**9.26 Liquidated Damages**

Subject to any law to the contrary, and to the maximum extent permitted by law, NHB and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of NHB or any of its officers, employees, contractors, agents, or advisers.

## Annexures

## Request for Proposal: dated: 02.12.2017: National Housing Bank

### Annexure I

#### Bidder Information

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

-

S. No.	Information	Particulars / Response
1.	Company/ Agency Name	
2.	Date of Incorporation	
3.	Type of Company [Govt/PSU/Pub. Ltd / Pvt. Ltd/partnership/proprietary]	
4.	Registration No. and date of registration. <b>Registration Certificate to be enclosed</b>	
5.	Address of Registered Office with contact numbers [phone / fax]	
6.	Registration No. under Shops & Commercial Establishment Act (Proof to be enclosed)	
7.	Licence No. under Contract Labour Act (Regulation And Abolition), 1971 (Copy of licence)	
8.	EPFO Registration No. (Proof to be enclosed)	
9.	ESIC Registration No. (Proof to be enclosed)	
10.	PAN No	
11.	GST No.	
12.	GST State of Registration	
13.	Principle Place of Business	
14.	<b>Contact Details of Bidder authorized to make commitments to NHB</b>	

**Request for Proposal: dated: 02.12.2017: National Housing Bank**

15.	Name													
16.	Designation													
17.	FAX No													
18.	Mail ID													
19.	Company Head Office and Addresses Contact Person(s) Phone Fax E-mail Website													
20.	Provide the range of services /options offered by you covering service description and different schemes available for:	Yes / No / Comments (if option is 'No')												
21.	Any pending or past litigation (within three years)? If yes please give details Also mention the details of claims and complaints received in the last three years (About the Company / Services provided by the company).	Yes/No/Comments (if option is 'Yes') (If option is 'Yes' Bidder may Not be considered)												
22.	Please mention turnover and Net Profit/Loss for last three years and include the copies of Balance Sheet in support of it.	<table border="1"> <thead> <tr> <th>Year</th> <th>Turnover</th> <th>Net Profit /Loss(-)</th> </tr> </thead> <tbody> <tr> <td>2014-15</td> <td></td> <td></td> </tr> <tr> <td>2015-16</td> <td></td> <td></td> </tr> <tr> <td>2016-17</td> <td></td> <td></td> </tr> </tbody> </table>	Year	Turnover	Net Profit /Loss(-)	2014-15			2015-16			2016-17		
Year	Turnover	Net Profit /Loss(-)												
2014-15														
2015-16														
2016-17														

**Audited/CA certificate of Balance sheet and Profit & Loss accounts for last 3 years to be submitted. Further, documentary support in respect of all the information furnished in table above are to be provided and these documentary supports should be acceptable to the Bank. Additionally, the documentary support as mentioned in Cl. 5 of the RFP is also to be submitted.**

**Authorized Signatories**

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

**Date:**

**Annexure - II**

**COMPLIANCE STATEMENT DECLARATION**

We hereby undertake and agree to abide by all the terms and conditions stipulated by NHB in this RFP including all addendum, corrigendum etc. (Any deviation may result in disqualification of Bids).

**Authorized Signatories**

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

**Date:**

**Annexure -III**

**Commercial Bid Covering Letter**

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

Dear Sir,

**Commercial Bid - \_\_\_\_\_ Service**

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

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

Yours faithfully,  
For .....

**Signature**

**Name**

**Address**

**(Authorized Signatory)**

Date:

Annexure -IV

Commercial Bid Format

**Name of work:** RFP for Appointment of Real Estate Property Consultant Firm  
For Purchase/Sale of Flats for Bank at New Delhi / Mumbai

S.No.	Particular	Percentage fee/service charge	
		In figure	In words
1	Fee/service charges for the work/services as per the scope of work, rates in percentage (%) of cost of actual transaction i.e. the Actual Property Cost*.		

Note: -

- Bank shall be incurring the cost of items, to be directly purchased by the Bank e.g. Stamp Duty, Registration Charges, any amount paid to the civic body, statutory body, Government department & any other incidentals charges / expenditure.
- **Actual Property Cost does not include** the cost of items, if any, to be directly purchased by the Bank e.g. Stamp Duty, Registration Charges, any amount paid to the civic body, statutory body, Government department & any other incidentals will not be included in the cost of the project for the purpose of calculating professional fees.

**Selection criteria:-**

- L1 Criteria = Firm quoting the minimum percentage (%) fee shall be L1

Bidders are requested to note the following:

1. All the details must be provided as per format. Incomplete formats will result in rejection of the proposal.
2. All the pages of commercial Bids must be sealed and signed by authorized signatory.
3. The Percentage fee quoted in the above table shall exclude GST/ other taxes. All GST (as applicable) shall be payable by the Bank. However reversed mechanical tax and TDS shall be adjusted from the due payment of the Consultant.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

**Request for Proposal: dated: 02.12.2017: National Housing Bank**

**Annexure - V**

[To be submitted along with Bid]

**ECS MANDATE**

**FORM FOR PROVIDING DETAILS OF BANK ACCOUNT FOR CREDIT OF PAYMENT FROM NATIONAL HOUSING BANK**

**(Please fill in the information in CAPITAL LETTERS)**

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

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

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

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

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

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

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

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

**3. Particulars of Bank Account**

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

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

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

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

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

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

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

H. IFSC Code of the bank branch: \_\_\_\_\_

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

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

**Request for Proposal: dated: 02.12.2017: National Housing Bank**

purpose of credit of amount through RTGS/NEFT.

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

Place:

Date:

Authorized Signatory/ies

---

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

Bank's Stamp:

Date:

Signature of the Authorized Official of the Bank

---

**Annexure VI**

**Letter of Competence Format**

[To be submitted along with Technical Bid]

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

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

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

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

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

**Authorized Signatories**

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

**Date:**

**Annexure VII**

**(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\_, between,

National Housing Bank, a bank constituted under the National Housing Bank Act, 1987, having its Head Office at, 3<sup>rd</sup> -5<sup>th</sup> floors, Core 5A, India Habitat Centre, Lodhi Road, New Delhi-110003 (hereinafter called “**NHB**” or “**the Bank**”, which expression shall include wherever the context so permits, its successors and permitted 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 is desirous of engaging a consultant/service of the real estate property consultant firm for purchase/ sale of flat for Bank at New Delhi / Mumbai in accordance with the Request for Proposal no. \_\_\_\_\_ on \_\_\_\_\_ (date) (includes Corrigendum/ Clarification issued) (hereinafter collectively referred to as “**RFP**”) ( attached hereto as **Appendix I**).
- (B) The Consultant, after being selected through open tendering process by way of floating the RFP by NHB followed by evaluation of Technical and Commercial Bids of the Bidders, has accepted/agreed to provide the services on the terms and conditions set forth in in the RFP, and the letter of award no. \_\_\_\_\_ dated \_\_\_\_\_ (“LoA”) (attached hereto as **Appendix- II**) issued by NHB;
- (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 contract 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) “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- (c) “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 to be provided as detailed in the RFP.
- (d) “Services” or “Scope of Work” means and includes the scope of work to be performed by the Consultant as described/set out in Clause 4 of the RFP.
- (e) “Starting Date” means the date referred to in Clause-1.3.3 hereof;
- (f) “Third Party” means any person or entity other than NHB and the Consultant.

## **1.2 Principles of Interpretation**

In this contract, unless the context otherwise requires:

- a) All capitalized terms unless specifically defined in this contract 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 contract 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 for a period of 3 years.

#### **1.3.2 Performance of the Scope of Work**

The Consultant shall perform all the services as set out in the Scope of Work in terms of the RFP during the Term of this contract.

#### **1.3.3 Term/Period of Contract**

The contract with the Consultant shall be for a period of \_\_\_\_\_ years (“**Term**”) with effect from \_\_\_\_\_ (“the Starting Date”). Unless the period is further extended in accordance with this Agreement at the discretion of the Bank. However, it is clarified that the payment will be made on pro-rate basis only from the date when actually the personnel will be deployed.

#### **1.3.4 Contract Price**

The assignments to be performed under this Contract will be paid the professional fees on every assignment, which will be calculated based on the percentage term of Actual Property cost as mentioned in the Commercial Proposal (“**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 relation of master and servant or of agent and principal 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: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**For the Consultant:**

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

Facsimile: \_\_\_\_\_

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**

## **Request for Proposal: dated: 02.12.2017: National Housing Bank**

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

### **1.9 Authority of Consultant**

The Consultant hereby authorizes \_\_\_\_\_ to act on their behalf in exercising the entire Consultant's rights and obligations towards NHB under this contract, including without limitation the signing letters, execution of agreement, receiving of instructions and payments from NHB etc.

### **1.10 Taxes and Duties**

The Consultant and the personnel shall pay the any other taxes or other impositions levied under the existing, amended or enacted laws, except GST, during life of this Agreement and NHB shall perform such duties in regard to the deduction of such tax as may be lawfully imposed from the due payment .

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

### **2.1 Effectiveness of Contract**

This Agreement will become effective for the date of signing by both the Parties. In case the Agreement is signed in different dates, the same will be effective from the date it is signed by the last Party.

### **2.2 Commencement of Services**

The Consultant shall begin carrying out the Services immediately viz. from the date of acceptance of LoA (the "Starting Date"), 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.

### **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. Pursuant to Clause-5.2 hereof, 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 at 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.

#### **2.7 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 (f) 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:

## **Request for Proposal: dated: 02.12.2017: National Housing Bank**

- (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;
- (d) If the Consultant fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause-7 hereof;
- (e) 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;
- (f) In the event it comes to the notice of the Bank 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 Consultants/its employees are found to be involved in any fraudulent or criminal act, NHB reserves the right to terminate the contract.
- (f) 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 upon Termination**

Upon termination of this contract pursuant to Clauses-2.8.1 hereof, NHB shall make the following payments to the Consultant:

- (a) Remuneration pursuant to Clause-4 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) Reimbursable expenditures pursuant to Clause-4 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) Except in the case of termination pursuant to paragraphs (a) to (d) of Clause-2.8.1 hereof reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract including the cost of the return travel of the Consultant's personnel and their eligible dependents.

### **3.0 OBLIGATIONS OF THE CONSULTANT**

#### **3.1 Standard of Performance**

- (a) The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency in accordance with generally accepted norms and standards recognized professionally. 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 protect the premises and properties from outsiders/trespassers. The Consultant shall maintain up to-date record of its employees as per the Shops & Establishment Act and will discharge all obligations under various labour Laws viz. EPF Act, ESI Act, Gratuity Act, Bonus Act, Workmen's Compensation Act, Contract Labour (Regulation & Abolition Act), etc or under any other State/Union Legislation in respect of its employees and shall produce these records for verification as when demanded by the Bank.
- (b) The Consultant shall be responsible for all acts of commission and/or omissions by its employees leading to loss and/or damage to the Bank's properties/employees and/or third parties and shall meet all liabilities arising out of such omissions and/or commissions.
- (c) The Consultant shall alone decide and be responsible for the leave or absence of the its employees and the Bank shall not in any way be responsible for sanction of leave, etc. to the Consultant's employees.
- (d) The Consultant shall be fully and absolutely responsible for the payment of

salary and other statutory dues to its employees like salary/wages, bonus, arrears, overtime, employment/terminal benefit, compensation or other claims of whatsoever nature to its employees and the Bank will not undertake any liability in relation to such matters.

- (e) The Consultant's employees shall not claim any employment relationship with the Bank under any circumstances. The Consultant shall obtain and retain with him a written undertaking/declaration from each of the its employees deployed that he is a permanent employee of the Consultant and the written undertaking in original shall be given to the Bank, where he is deployed.
- (f) The Consultant hereby undertakes to ensure payment of wages to its employees in compliance with Minimum Wages Act and other relevant statutes in force and modified/amended or revised from time to time as per enactment of Central/State Governments.
- (g) The Consultan thereby undertakes further that additional/excess payment over the contracted amount, which may arise due to extraneous reasons during the currency of this agreement shall be borne by the Consultant alone and the Bank shall not be liable to pay any excess amount other than the difference in the GST.

### **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 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 Annexure IV 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 the 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.

**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.

**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, but not limited to, legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) a wrongful action, negligence or breach of contract by the Consultant or its personnel, including for any breach of any confidentiality; 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 the Bank; 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.

### **3.11 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. 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.

### **3.12 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. Any such personnel resigns from his job and leaves the Consultant, the Consultant will provide NHB with another personnel of equivalent knowledge 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 the Bank and said personnel so engaged by the Consultant.

The Consultant shall be responsible for making all statutory deductions under 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 on in respect of contributions relating to its 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 to be made to the Consultant.

**3.13 Transfer of this Agreement:**

The Consultant will inform the Bank about any change in its ownership. 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 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 Consideration:**

In consideration of the Services performed by the Service Provider under this Agreement, NHB shall make to the Service Provider such payments and in such manner as specified in Clause 1.3.4 of .

**5.0 FAIRNESS AND GOOD FAITH**

**5.1 Good Faith**

The Parties undertake to act in 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

**5.2 Operation of the contract**

The Parties recognize that it is impractical in this contract to provide for every contingency which may arise during the Term of this contract, and the Parties hereby agree that it is their intention that this contract shall operate fairly as between them and without detriment to the interest of either of them and that, if during the tenure of this contract either Party believes that this contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no-failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause-7 hereof.

**6.0 UNDERTAKINGS:**

The Consultant hereby further undertakes:

**Request for Proposal: dated: 02.12.2017: National Housing Bank**

- (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 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 JURISDICTION AND APPLICABLE LAW**

This agreement including all matter 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 subject to exclusive jurisdiction of the Indian Courts at Delhi.

#### **9.0 SETTLEMENT OF DISPUTES**

All disputes and/or differences, which may arise out of, in relation to, or in connection with this Agreement, or the breach thereof, shall be settled amicably. If, however, the parties are not able to solve them amicably without undue delay, the same shall be settled by arbitration in accordance with the rules & procedures under the Indian Arbitration & Conciliation Act, 1996 (as amended from time to time). The place of the arbitration shall be at New Delhi. The arbitration tribunal shall consist of sole i.e. 1(one) arbitrator jointly appointed by the Parties within fifteen (15) days from the date of first recommendation for an arbitrator in written form for a Party to the other. If the Parties fail to agree on appointment of such arbitrator, arbitral tribunal shall be appointed in accordance with 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 of the arbitration shall be borne equally by the Parties.

Notwithstanding, it is agreed that the Consultant shall continue work for the assignment under this Agreement during the 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.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be signed in their

**Request for Proposal: dated: 02.12.2017: National Housing Bank**

respective names as of the day and year first above written.

**FOR AND ON BEHALF OF NATIONAL HOUSING BANK [OWNER]**

By \_\_\_\_\_  
Authorized Representative

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

By \_\_\_\_\_  
Authorized Representative

Place:

Date: