

Request for Proposal: Limited Tender

Request for Proposal (RFP)

**Selection of Bidder for Supply & Installation of
Two Energy Efficient Split Air Conditioner of 02 ton each
along with Voltage Stabilizers
at National Housing Bank, Regional Representative Office, Ahmedabad**

**National Housing Bank,
Regional Representative Office - Ahmedabad
Mezzanine Floor, G-7, Sakar-I,
Opposite Gandhi gram Station,
Ashram Road,
Ahmedabad - 380009
Phone: 079-26582523
M-8155878644**

**Premise Department
Head Office, National Housing Bank
Core 5 A, 3rd to 05th Floor, India Habitat Centre
Lodhi Road
New Delhi
Phone: 011-39187000**

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GLOSSARY

Abbreviation	Description
NHB	National Housing Bank
HO	Head Office, Delhi
RRO	Regional Representative Office
PSU	Public Sector Undertaking
PSB	Public Sector Bank
VC	Video Conference
EMD	Earnest Money Deposit
RFP	Request For Proposal
AMC	Annual Maintenance Cost
OEM	Original Equipment Manufacturer
PVC	Polyvinyl chloride
T&P	Tools & Plants
FIs	Financial Institutions

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

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1. IMPORTANT BID DETAILS

1.	Date of commencement of Bidding	31/08/2018
2.	Last date and time for receipt of Bidding Documents	25/09/2018 till 1800 hours
3.	Date and Time of Tender Bid Opening	01/10/2018 at 1500 hours
4.	Cost of RFP	Nil
5.	Earnest Money Deposit Amount	Rs. 3500/-
6.	Place of opening of Bids	National Housing Bank, Core 5-A, 4 th Floor, Meeting room , India Habitat Centre, Lodhi Road, New Delhi - 110003

Note: -

- **Bids will be opened in the presence of bidders who choose to attend.**
- **The above schedule is subject to change. Notice of any change will be provided through 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.**
- **Interpretation: the terms RFP, tender, bid have been used interchangeably and it shall be treated as one and the same for the purpose of this RFP document. All clarifications, amendments, modifications, supplemental RFP that may be issued in relation to this RFP shall be treated as part and parcel of the RFP and shall together constitute the RFP document.**

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2. National Housing Bank

National Housing Bank (NHB), a body corporate established under the National Housing Bank Act, 1987.

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

3. Purpose:

Bids are invited for Purchase and installation of 2 Energy Efficient Split Air Conditioners of 2 Ton each along with Voltage Stabilizers (under Buy Back of 2 Old Window LG AC Capacity: 1.5T each) at National Housing Bank, Ahmedabad Regional Representative Office.

4. Scope of Work:

Supply and installation of Energy Efficient Split Air Conditioner of 02 ton each along with Voltage Stabilizers (Under Buy Back of 2 Old Window LG AC; Capacity: 1.5T). The supply & Installation must be completed within 15 days from the the virtual date of commencement.

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5. Address where ACs have to be installed.

National Housing Bank, Regional Representative Office, Mezzanine Floor, G-7, Sakar-I, Opposite Gandhigram Station, Ashram Road, Ahmedabad - 380009
Phone: 079-26582523 M-8155878644

Note:

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

5. Instructions to Bidders

5.1 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 Bidders.
- The firm will hand-over all the items in working condition at the time of expiry/termination of the defects liability period and provide the Bank warranty documents provided by OEM thereafter.
- During the defects liability period, the selected firm has to ensure that the OEM attends the complaints within 48 hours.
- The selected firm has to ensure that Compressor repairs / replacement (if any during defects liability period) must be through the original manufacturer or by their authorized dealer.
- Since the ACs and voltage stabilizers would be under warranty, no extra payment towards any other repair, services, supply of parts, oil and lubricants and labour

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required for undertaking repair jobs of ACs will be entertained during warranty period/defects liability period except physical damage.

- Each Bidder acknowledges and accepts that NHB may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible Bidder(s).
- Every Bidder will, by submitting his Bid in response to this RFP, be deemed to have accepted the terms of this RFP and the Disclaimer.
- Bidders are required to direct all communications related to this RFP, through the nominated Point of Contact person, mentioned below:

Sh. Subhash
Regional Manager (Ahmedabad RRO)
Email id : subhash@nhb.org.in
Phone: 079-26582523 M-8155878644

- NHB may, in its absolute discretion, seek additional information or material from any Bidder/s even after the tender/RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- Bidders should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
- If NHB, in its absolute discretion, deems that the originator of any query will gain an advantage by any response to such query, then NHB reserves the right to communicate such response to all Bidders.
- Queries / Clarification if any, may be taken up with the contact person/s detailed above before the deadline for submission of Bids between 11am to 4pm on Monday to Friday, excluding public holidays.
- Bidder should not have been blacklisted/debarred from participation in the Bid process by any of the Govt. Ministries/Departments/PSUs/Banks/Financial Institutions in India.
- NHB will notify the short-listed Bidder in writing or by mail or by publishing on 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.
- While executing this work, selected bidder have to ensure neat, clean and tidy site conditions.

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- Selected bidder shall take possession of old ACs within 15 days from the date of installation of new ACs.
- If selected bidder fails to do this arrangement, then the NHB shall be at liberty to clean at the risk, cost, and consequences of the selected bidder

5.2 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>.

5.3 Non-Transferability of Tender/RFP

This tender/RFP document is not transferable.

5.4 Erasures or Alterations

Any interlineations', erasures or overwriting in Bids may be considered at the discretion of NHB only if they are initialed by the person signing the Bids. However, any interlineations', erasures or overwriting in any form will not be accepted in the Commercial Bid. Bid 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. NHB may, in its absolute discretion, waive any non-conformity or irregularity in the offer, which in the opinion of NHB is ancillary and not essential. This shall be binding on all Bidders and NHB reserves the right for such waivers.

5.5 Amendment to the Bidding/Tender/RFP document

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

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5.6 Language of Bid

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

5.7 Right to Alter Location / Quantities

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

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

1. Undertaking of being RBI empanelled contractor/bidder as prescribed in **Annexure I**.
2. Compliance Statement Declaration in the format as prescribed in **Annexure II**.
3. Undertaking of not being black listed/banned/debarred as prescribed in **Annexure III**.
4. ECS Mandate in the format as prescribed in **Annexure IV**
5. Commercial Bid covering letter in the format as prescribed in **Annexure V**.
6. Commercial Proposal: to be submitted as per **Annexure VI**.

5.9 Bid Currency

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

5.10 Earnest Money Deposit (EMD)

- (a) All the Bids must be accompanied by a refundable interest free security deposit of Rs.3500 /- (Rupees Three Thousand five hundred only), by way of an e-payment in favor of **National Housing Bank**.
- (b) The Accounts details are given below:

S.No	Type	Particulars
1	Beneficiary Name	National Housing Bank

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2	Beneficiary Address	Core 5A, 4th Floor, India Habitat Centre, Lodhi Road, New Delhi 110 003
3	Beneficiary Bank Name	State Bank of India
4	Beneficiary Bank Branch Address	Pragati vihar Delhi Branch, Ground Floor, Core-6, Scope Complex, Lodhi Road, New Delhi - 110 003
5	Type of Bank Account	Current account
6	Beneficiary Bank A/C No	52142903844
7	IFS Code of Bank branch	SBIN0020511

- (c) The proof of the payment should be enclosed and put in a separate envelope 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-IV**.
- (d) Any Bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- (e) Any request for exemption from EMD will not be entertained.
- (f) Save as otherwise provided herein or in the definitive agreement, the EMD amount of all unsuccessful Bidders would be refunded on completion of the tendering process.
- (g) The EMD security may be forfeited:
- If Bidder withdraws its Bid/s during the period of Bid validity;
 - If Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract;
 - In case of successful Bidder, if the Bidder fails to Sign the contract

5.11 Period of Validity of Bids

- Bid offered by Bidders must be valid for a period of 03 months from the date of submission of commercial Bid for acceptance by NHB.
- In exceptional circumstances NHB may solicit the Bidders' consent for extension of the period of validity. Any such request and response there to shall be made in writing. The Bid security/EMD provided shall also be extended.

5.12 Format and Signing of Bids

- Commercial Bid herein referred to as "Commercial Proposal"

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

5.13 Sealing and Marking of Bids

- The envelop shall be addressed to, National Housing Bank, Regional Representative Office - Ahmedabad Mezzanine Floor, G-7, Sakar-I, Opposite Gandhi Gram Station, Ashram Road, Ahmedabad - 380009.
- All envelopes should indicate on the cover the name and address of Bidder along with contact number. EMD details should be put in one envelope (super scribed as Proof of Payment). Commercial Bid should be kept in separate envelope (super scribed as Commercial Proposal). Both these envelopes are to be kept in one outer envelope.

The envelope should be non-window and super scribed as **“Proposal for Selection of Bidder for Supply & Installation of Two Energy Efficient Split Air Conditioner of 02 ton each along Voltage Stabilizers at National Housing Bank, Regional Representative Office Ahmedabad.”**

- 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 be considered and will stand rejected without recourse.

5.14 Deadline for submission of Bids

- The Bids must be received by NHB at the addressed specified, not later than the last date of Bid submission as indicated.
- 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.

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5.15 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.

5.16 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.

5.17 Preliminary Examinations

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

5.18 Proposal Ownership

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

5.19 Price Composition & Variation

- The commercial offer shall be on a fixed price basis. No price variation relating to cost of work / Tender excl. taxes (present and future) will be entertained for any work assigned during the period of contract.
- Any deviations in any quantities of work shall be paid at the Tender accepted rates only.
- Applicable TDS shall be recovered from all the payments from time to time.

5.20 Timely availability of Support Services

The Bidder should have proper and adequate support mechanism in place in terms of required manpower / materials / machinery / Tools & Plants (T&P) / security fence

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/ signboards at the worksite to provide all necessary support under this project.

5.21 Terms and condition of the NHB

1. Any damage done to NHB's property will have to be made good by the bidders at his own cost and risk.
2. The Bidder shall not outsource the work assigned by NHB, to any third party except with NHB's prior written consent and attend all complaints registered by NHB through its own service/support infrastructure only.
3. Child labour should not be engaged in the work by the bidder.
4. All provisions of applicable labour laws shall be complied by the bidder.
5. The bidder has to arrange all necessary T&P etc. as required for proper execution of the work at site.
6. The bidder has to clean all the debris left behind at the end of days' work.
7. Bidder shall be responsible for labor engaged for their code of conduct.
8. Work is to be completed to the satisfaction of the NHB.
9. Bidders are advised to visit the site to study constraints, availability of space etc.
10. Any offer submitted by the bidder which does not satisfy each condition laid down in this RFP may be rejected at NHB's discretion.
11. In case of any discrepancy arising between the rates quoted by the vender in figures and in words, rates in words will be considered as final.
12. It would be bidder'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 / Deceasement caused to the workers.

5.22 Modification and Withdrawal

- Every Bidder shall submit only one proposal. If any Bidder submits more than one proposal, all such proposals shall be disqualified.
- NHB has the right to reject any or all Bids received without assigning any reason whatsoever. NHB shall not be held responsible for non-receipt / non- delivery of the Bid documents due to any reason whatsoever.

5.23 Terms and Conditions of the Bidding

The bidders 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.

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5.24 Local conditions

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

5.25 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.

5.26 Proposal Content

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

5.27 Banned or blacklisted Bidder

Bidders have to give a declaration that they have not been banned or blacklisted any of the Govt. Ministries/Departments/PSUs/Banks/Financial Institutions in India. If a Bidder has been banned by any of the Govt. Ministries/Departments/PSUs/Banks/Financial Institutions in India, this fact must be clearly stated. If this declaration is not given, the Bid will be rejected as non-responsive.

5.28 Compliance with Laws

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

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of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project/contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NHB and its employees/officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and NHB shall give notice of any such claim or demand of liability within reasonable time to the Bidder.

- (c) In case NHB undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Bidder under this contract.

5.29 False / Incomplete statement

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

- a. If such statement is found at the tender stage, his total earnest money/EMD shall be forfeited and tender/Bid will be summarily rejected.
- b. In case such a statement is found at the contract stage, NHB may take at its discretion appropriate action as provided in the RFP for termination of the contract.

6. Commercial Terms and Conditions

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

6.1 Price

- a) The Price quoted by the Bidder should include all type of costs.
- b) The price should be valid for bidder for full contract period.
- c) The price should be inclusive of all taxes, duties, levies/charges, transportation, insurance etc. as per Commercial Bid and exclusive of GST. GST will be paid on actual basis.
- d) Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.

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6.2 Payment Terms

- 90% Payments shall be made after supply and satisfactory final installation of the Air Conditioner at the Ahmedabad RRO Premises.
- Defects Liability Period: 6 months after completion of work
- Retention money: 10% on total project cost to be recovered from the bill which shall be released after completion of Defects Liability Period. EMD will be adjusted against retention money.

7 General Terms and Conditions

- 7.1 The Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures. Failure to furnish all information required in the RFP documents, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information as part of response to this RFP Document may result in rejection of the proposal.
- 7.2 All such amendments made by NHB to the RFP shall become part and parcel of the RFP and same will be notified on NHB website. The Bidders are required to have a watch on NHB website for any such amendment.
- 7.3 Bidders must take into consideration each and every line of this RFP document while preparing commercial proposal for the project. Bidders are requested to get any issue clarified by NHB before submitting the responses/Bids. The Bids submitted should be complete in all respect meeting all deliverables under the project. It will be the sole responsibility of the successful Bidder to deliver each and everything as per the scope of the work during the contracted period. NHB will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right perspective.
- 7.4 NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.
- 7.5 NHB shall be under no obligation to accept the lowest or any other offer/Bid received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. NHB reserves the right to make any changes in the terms and conditions of contract. NHB will not be obliged to meet and have discussions with any Bidder, and or to consider any representations.

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- 7.6 NHB reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of NHB in this regard is final and no further correspondence in this regard will be entertained.
- 7.7 Although service window has been defined as 9.00am to 9.00pm, the selected Bidder must provide services beyond the above time in case of urgent requirement of NHB without any extra cost.
- 7.8 On faithful and satisfactory execution of assignments under contract in all respects, the EMD / retention money of the selected Bidder will be released by NHB after a period of satisfactory completion of defect liability period of 6 months.
- 7.9 Bidder must deploy manpower having requisite qualification, experience, skill-set etc. for the work.
- 7.10 NHB reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of NHB, the information furnished is incomplete or the Bidder does not qualify for the contract.
- 7.11 The scope of the proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this RFP, on end-to-end solution basis.
- 7.12 The Commercial Bids will have to be signed by the authorized signatory. Unsigned Bids would be treated as incomplete and would be rejected.
- 7.13 Time and quality of the service are the essence of this agreement/contract. Failure to adhere to the same will be considered as breach of the terms and conditions of the contract.

7.14 Penalty

If the Selected bidder fails to complete the project within stipulated time, the NHB will impose a penalty of 1% of the order value for each weeks delay or part thereof attributable to the selected bidder, subject to maximum of 10% of the order value. Fraction of week is to be construed as one full week for arriving at the delay in terms of weeks.

7.15 Acceptance of Work Order/Letter of Award

NHB will notify the successful Bidder in writing by issuing a letter of award/work order in duplicate. The successful Bidder has to return the duplicate copy to NHB within 7

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working days from the date of the letter of award/work order duly accepted, and signed by Authorized Signatory as 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.

7.16 Taxes

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

7.17 Use of Contract Documents and Information

The bidder 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.

7.18 Assignment

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

7.19 Selection of Bidder

The firm quoting the lowest price will be selected and invited for negotiation (if any).

8 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.

9 Settlement of Disputes

In the event of any dispute or difference arising out of, in relation to, or in connection with this Agreement, or the breach thereof, shall be settled amicably through mutual discussions. If, however, the parties are not able to settle them amicably without undue delay, the same shall be settled by the process of arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 (as amended from time to time).

The venue of such arbitration shall be at New Delhi and the proceedings shall be conducted in English. The arbitration tribunal shall consist of Sole i.e. 1(one) Arbitrator

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to be appointed jointly by the Parties within thirty (30) days from the date of first recommendation for appointment of arbitrator in written form one Party to the other.

If the Parties fail to agree on appointment of such Sole Arbitrator, arbitral tribunal consisting of Sole Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The award of arbitrator made in pursuance thereof shall be final and binding on the Parties. All costs and expenses of such arbitration shall be borne equally by the Parties at the first instance which however subject to the provisions of the said Act.

Annexures

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Annexure-I: UNDERTAKING OF EMPANELLEMENT

<Date>

National Housing Bank

Regional Representative Office - Ahmedabad

Mezzanine Floor, G-7, Sakar-I,

Opposite Gandhi gram Station,

Ashram Road,

Ahmedabad - 380009

Dear Sir,

We confirm that we are RBI empaneled contractor in the following category:

.....

Sincerely,

<Signature> <Company Seal>

Name:

Designation:

Name and Address of Company:

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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:

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Annexure-III: UNDERTAKING OF NOT BEING BLACKLISTED / BANNED / DEBARRED

<Date>

National Housing Bank

Regional Representative Office - Ahmedabad

Mezzanine Floor, G-7, Sakar-I,

Opposite Gandhi gram Station,

Ashram Road,

Ahmedabad - 380009

Dear Sir,

We confirm that our company is not blacklisted in any manner whatsoever by any of the Govt. Ministries/Departments/PSUs/Banks/Financial Institutions in India, as on Bid submission date.

Sincerely,

<Signature> <Company Seal>

Name:

Designation:

Name and Address of Company:

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Annexure – IV: ECS MANDATE

(Please fill in the information in CAPITAL LETTERS)

1. Name of the Bidder _____

2. Address of the Bidder _____

City: _____ Pin Code: _____

E-mail id: _____

Phone / Mobile No. _____

Permanent Account Number (PAN) _____

GST Registration No. _____

TIN No. _____

3. Particulars of Bank Account

A. Name of Account same as in the Bank:

B. Name of the Bank:

C. Name of the Branch:

D. Address of the Branch with Tel No. _____

E. Account No. (Appearing in Cheque book):

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

G. MICR No.

H. IFSC Code of the Bank Branch: _____

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

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

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

Place:

Date:

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

Bank's Stamp:

Date:

Signature of the Authorized Official of the bank

Authorized Signatory/ies

Request for Proposal: Limited Tender

Annexure -V: COMMERCIAL BID COVERING LETTER

**National Housing Bank
Regional Representative Office - Ahmedabad
Mezzanine Floor, G-7, Sakar-I,
Opposite Gandhi gram Station,
Ashram Road,
Ahmedabad - 380009**

Dear Sir,

Bid - Supply and installation of Two Energy Efficient Split Air Conditioner of 02 ton each along with voltage stabilizers at National Housing Bank, Ahmedabad Regional Representative Office.

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your Request for Proposal Selection of Bidder for Supply and installation of Two Energy Efficient Split Air Conditioner of 02 ton each along with voltage stabilizers at National Housing Bank, Ahmedabad Regional Representative Office and our Proposals (Commercial Proposals). The Total fee is inclusive of all taxes, duties, charges and levies (as applicable and payable under the local laws) and out of pocket expenses and exclusive of GST. GST will be paid on actuals.

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.

Yours faithfully,
For

Signature

**Name
Address**

(Authorized Signatory)
Date:

Request for Proposal: Limited Tender

Annexure -VI: COMMERCIAL BID

No overwriting or cutting is permitted in the Commercial Bid.

S. No.	Description of work	Unit	Qty.	Rate (in Rs.)	Amount (in Rs.)
1	Supplying and installing Split ACs, 2.0 Tr., 5 star, copper condenser coil, designed for 48 degrees temp.	Each	2		
2	Supplying and installing voltage stabilizers (V-Guard, Microtek, Everest or equivalent)	Each	2		
3	Buy Back of Old Window LG AC; Capacity: 1.5T.	Each	2		
4	Total Amount in figures (S. No. 1 + S. No. 2 - S. No. 3)				
5	Total Amount in words				

Note: - The cost quoted above must include all taxes /charges etc. except GST. GST will be paid on actual basis.

L1 Criteria - The firm quoting the lowest price in total amount will be selected and invited for negotiation (if any).

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

Date: