

NHB(ND)/Premises/ OUT02131/2019 dated September 24, 2019

Request for Proposal (RFP)

Selection of Bidder for Supply, installation, testing, Commissioning and maintenance of Battery Linked Inverter units in Bank's flats, New Delhi.

**Premises Department
Head Office, National Housing Bank
Core 5-A, 3rd to 5th Floor, India Habitat Centre, Lodhi Road,
New Delhi - 110 003
Phone: 011-39187000
E-Mail: sachin.sharma@nhb.org.in**

GLOSSARY

Abbreviation	Description
NHB	National Housing Bank
HO	Head Office, Delhi
RRO	Regional Representative Office
PSU	Public Sector Undertaking
PSB	Public Sector Bank
EMD	Earnest Money Deposit
RFP	Request For Proposal
PBG	Performance Bank Guarantee
AMC	Annual Maintenance Cost
OEM	Original Equipment Manufacturer
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.*

1. IMPORTANT BID DETAILS

1.	Date of commencement of Bidding	24-09-2019
2.	Pre-Bid meeting with Bidders (Date and Time)	01-10-2019: 1130 Hrs
3.	Last date and time for receipt of Bidding Documents	16-10-2019: 1800 Hrs
4.	Date and Time of Tender Bid Opening	18-10-2019: 1500 Hrs
5.	Cost of RFP	NIL
6.	Earnest Money Deposit Amount	1,00,000/-
7.	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.
- For the purpose of clarification of doubts of the bidders on issues related to this RFP, NHB intends to hold a Pre-Bid meeting on the date and time as indicated in the RFP at NHB H.O. at New Delhi. The queries of all the bidders, in writing, should reach by e-mail on or before 1030 Hrs: 01-10-2019 at the e-mail address as mentioned. It may be noted that no queries of any bidder shall be entertained if 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.

2. National Housing Bank

National Housing Bank (NHB), a body corporate established under 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 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:

Selection of Bidder for Supply, installation, testing, Commissioning and maintenance of Battery Linked Inverter units in Officer's flats at Jangpura Extension/Sukhdev vihar / Vasant Kunj New Delhi. It will serve as an alternate source of light to be used in the absence of regular supply of electricity.

4. Scope of Work:

Supply of Inverters in Officer's flats at Jangpura Extension/Sukhdev vihar / Vasant Kunj New Delhi alongwith Battery as described below :

Description	Qty
1100 VA (+/- 50 VA) Inverters with two year warranty , with dual battery capacity	49
1650 VA (+/- 50 VA) Inverters with two year warranty with dual battery capacity	08
2250 VA (+/- 50 VA) Inverters with two year warranty with dual battery capacity	02
Batteries (Two batteries per inverter) with two year replacement warranty (12 V/150 AH)	118 (59*2)
Trolley for double battery and Inverter Set	59

Original Equipment Manufacturer shall give /authorize the bidder to give Annual Maintenance Contract (AMC) on inverter set /battery from 3rd year onwards to 5th year i.e. after expiry of warranty period of two years.

Selected bidder shall buy back following Inverter Set presently available at Bank's residences as is where is basis:

Location	Status	Number of inverter Sets
Vasant Kunj	Working	6
	Non Working	23
Jangpura/Sukhdev Vihar	Working	8
	Non Working	22

5. Period of Contract:

Period of Contract shall be five years from the final installation of all inverters. The time allowed for supply and installation of inverter sets at all residences is 4 weeks after the virtual date of commencement. Virtual date of commencement shall be reckoned after seven (7) working days from the date of issue of work order by the NHB.

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.

6. Instructions to Bidders

7.1 General:-

- **OEM (Luminous/Livguard/V Guard/ Microtek) or their authorized representatives (authorized by OEM as Per Annexure I) are eligible to submit**

this tender. Tenders from other category of contractors shall not be considered and are liable to be rejected summarily without assigning any reason thereof.

- 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 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 persons, mentioned below:

Sh. Sachin Sharma Manager (Premises) Email id: sachin.sharma@nhb.org.in Tel : 011- 391871149

- 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. Ministry/Departments/PSUs/PSBs/Financial Institutions 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 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>.

7.3 Non-Transferability of Tender/RFP

This tender/RFP document is not transferable.

7.4 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.

7.5 Amendment to the Bidding/Tender/RFP document

- At any time prior to the deadline for submission of Bids, NHB, for any reason, may modify the Bidding/Tender/RFP document, by amendment or corrigendum.
- The amendment will be posted on NHB's website www.nhb.org.in.
- All Bidders must ensure that all amendments/enhancements (if any) in the RFP have been considered by them before submitting the Bid. NHB will not have any responsibility in case of any omission by Bidder/s.
- 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.

7.6 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.

7.7 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.

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

1. OEM Authorization form **Annexure I**.
2. Compliance Statement Declaration in the format as prescribed in **Annexure II**.
3. Undertaking of not being blacklisted/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**.

7.9 Bid Currency

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

7.10 Earnest Money Deposit (EMD)

- (a) All the Bids must be accompanied by a refundable interest free security deposit of Rs. 1,00,000/- 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
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. EMD of successful bidders shall be refunded after successful installation of all inverters.
- (g) The EMD security may be forfeited:
- If Bidder withdraws its Bid 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

7.11 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 thereto shall be made in writing. The Bid security/EMD provided shall also be extended.

7.12 Format and Signing of Bids

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

7.13 Sealing and Marking of Bids

- The envelop shall be addressed to **General Manager, Premises, National Housing Bank, Core 5A, 4th 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. 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, testing, Commissioning and maintenance of Battery Linked Inverter units in Bank’s flats, New Delhi.”**
- 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.

7.14 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 above.
- 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.

7.15 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.

7.16 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 and time.

Place of Opening of Bids: National Housing Bank Core 5A, 4th Floor, India Habitat Centre Lodhi Road, New Delhi - 110003

- The Bidder name and other details will be announced at the time of Bid opening.

7.17 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.

7.18 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.

7.19 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.

7.20 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.

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

7.22 Terms and condition

1. Any damage done to NHB's property will have to be made good by the bidders at his cost and risk. No inflammable materials should be stored without prior permission of NHB. The bidder has to clean all the debris left behind at the end of days' work.
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. Work can be carried out during Day & Night without disturbing NHB's officers, neighbor residing in & around and passersby / vehicles.
4. Child labour should not be engaged in the work by the bidder.
5. All provisions of applicable labour laws shall be complied by the bidder.
6. The bidder has to arrange all necessary T&P etc. as required for proper execution of the work at site.
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. Any offer submitted by the bidder which does not satisfy each condition laid down in this RFP may be rejected at NHB's discretion.
10. In case of any discrepancy arising between the rates quoted by the vender in figures and in words, rates in words will be acceptable.
11. 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.
12. Some restrictions may be imposed by the RWA, security etc. on the working and/or movement of labour, material etc. The bidder shall be bound to follow such restrictions/instructions and if such restriction incurs any cost to the bidder, nothing extra will be paid in this regard.

7.23 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 responsible for non-receipt / non- delivery of the Bid documents due to any reason whatsoever.

7.24 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.

7.25 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.

7.26 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.

7.27 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.

7.28 Banned or Blacklisted Bidder

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

7.29 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 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.

7.30 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.

9. Commercial Terms and Conditions

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

9.1 Price

- a) Billing cycle will commence after execution of SLA.
- c) The price should be valid for bidder for full contract period.
- d) The prices should be inclusive of all duties, levies/charges, transportation, insurance, as per Commercial Bid. GST shall be paid on actual basis.
- e) Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.

9.2 Payment Terms

Any payment will be released only after signing of SLA as per the following payment terms:

Warranty Period	As described above
Date of Commencement	After 7 working days from the date of work order.
Date of Completion	4 weeks from Date of Commencement
Payment	<p>1. Payment of Inverter Sets shall be done as below:</p> <p>a) 90 % after successful installation of Inverter Set, advance payment up to 50% of cost of inverter sets quoted as X in Commercial Bids may be considered by the Bank against submission of Bank Guarantee of equal amount with a validity of 3 months from date of Commencement.</p> <p>b) 5 % amount shall be retained by the Bank and shall be released only after completion of warranty period of two years or production of Performance Bank Guarantee (PBG) of equal amount with a validity of 30 months from date of Completion of work.</p> <p>C) Rest 5 % amount shall be retained by the Bank and shall be released only after successful completion of AMC period or production of Performance Bank Guarantee (PBG) of equal amount with a validity of 64 months from date of Completion of work.</p>

	<p>2. Payment of AMC charges a) Bank shall release AMC charges at quarterly interval after completion of AMC period.</p>
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Subject to the terms of the RFP, in case the contract is terminated, payment towards services will be made on pro rata basis, for the works completed, after deducting applicable penalty and TDS/other applicable.

10 General Terms and Conditions

- 10.1** The Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures. Failure to furnish all information required in the RFP documents, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information as part of response to this RFP Document may result in rejection of the proposal.
- 10.2** All such amendments addendum/corrigendum made by NHB to the RFP shall become part and parcel of the RFP and same will be notified on NHB's website. The Bidders are required to have a watch on NHB's website for any such amendment.
- 10.3** Bidders must take into consideration each and every line of this RFP document while preparing 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.
- 10.4** NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.
- 10.5** NHB shall be under no obligation to accept the lowest or any other offer/Bid received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. NHB reserves the right to make any changes in the terms and conditions of contract. NHB will not be obliged to meet and have discussions with any Bidder, and or to consider any representations.

- 10.6** 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.
- 10.7** 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.
- 10.8** 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/execution of the assignments/contract.
- 10.9** Bidder must deploy manpower having requisite qualification, experience, skill-set etc. for the project.
- 10.10** NHB reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of NHB, the information furnished is incomplete or the Bidder does not qualify for the contract.
- 10.11** The scope of the proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this RFP, on end-to-end solution basis.
- 10.12** The Commercial Bids will have to be signed by the authorized signatory. Unsigned Bids would be treated as incomplete and would be rejected. 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.
- 10.13** The successful bidder should submit all Original Equipment Manufacturer (OEM) certificate to the Bank of every material to be used.
- 10.14** The successful bidder shall furnish to the Bank for approvals as required by the specifications, adequate samples of materials to be used in the work.
- 10.15** In case of extra item, the successful bidder shall inform the Bank in writing 7 days before the occurrence of extra item.
- 10.16** The successful bidder shall submit the schedule chart for every activity involved in execution, 2 days before commencement of work.

11. Penalty

The Bank shall have the right to impose penalty on vendor as under:

- In case of late delivery of equipment by the vendor, 1% of the value of undelivered portion of the purchase order after 4 week of commencement of order subject to maximum of 10% of the undelivered portion of the equipment. Fraction of week is to be construed as one full week for arriving at the delay in terms of weeks.
- In case of any problem in the equipment, it should be rectified in maximum 2 working days. Failure to do so will attract penalty of 1% of the cost of the equipment subject to maximum of 25% of the unit under consideration, which will be deducted from AMC charges/retention money or Bank may invoke PBG, if available with the Bank.

12. Acceptance of Work Order/Letter of Award

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

13. 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.

14. 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.

15. Selection of Bidder

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

16. 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.

17. Extension of Time

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

Annexures

Annexure-I:

ORIGINAL EQUIPMENT MANUFACTURER (OEM)

MANUFACTURER'S AUTHORIZATION FORM

Tender No.: _____

Date : _____

To
General Manager,
Premises Department,
National Housing Bank,
Lodhi Road , New Delhi

Dear Sir,

We manufacturers of original equipments do hereby authorize M/s. (Name and address of Agent) to submit a bid, negotiate and receive the order from you against your tender enquiry.

No company or firm or individual other than M/s. _____ is authorized to bid, and conclude the contract in regard to this business.

We hereby extend our full guarantee and warranty as defined in scope of work for the goods and services offered by the above firm.

Yours faithfully,
(Name)
(Name of manufactures)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its techno-commercial unpriced bid.

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: UNDERTAKING OF NOT BEING BLACKLISTED / BANNED / DEBARRED

(To be submitted on the Letterhead of the Bidder)

<Date>

**The Deputy General Manager,
Premises Department,
National Housing Bank
Core 5A, 4th Floor, India Habitat Centre,
Lodhi Road, New Delhi 110003**

Dear Sir,

We confirm that our company is not blacklisted in any manner whatsoever by any of the Govt. Ministry/Departments/PSUs/PSBs/Financial Institution in India on Bid submission date.

Sincerely,

<Signature> <Company Seal>

Name:

Designation:

Name and Address of Company:

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

Annexure -V: COMMERCIAL BID COVERING LETTER

The DGM (Premises Department)
National Housing Bank,
Premises Department
Head Office
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,
New Delhi - 110003

Dear Sir,

Bid -Supply, installation, testing, Commissioning and maintenance of Battery Linked Inverter units in Bank's flats, New Delhi.

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your Request for Proposal: Selection of Bidder for Supply, installation, testing, Commissioning and maintenance of Battery Linked Inverter units in Bank's flats, New Delhi and our Proposals (Commercial Proposals). The total fee is inclusive of all 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 excluding GST. GST will be paid on actual basis.

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:

Annexure -VI: COMMERCIAL BID**No overwriting or cutting is permitted in the Financial Bid form**

S. NO.	Description of item	Unit	Qty.	Rate	Amount (in figure)	Amount (in words)
1	2	3	4	5	6=4x5	7
A	Supply of Inverters 1100 VA(+/- 50 VA)	Each	49			
B	150 AH Batteries for 1100 VA(+/- 50 VA)	Each	98			
C	Supply of Inverters 1650 VA(+/- 50 VA)	Each	8			
D	150 AH Batteries for 1650 VA(+/- 50 VA)	Each	16			
E	Supply of Inverters 2250 VA(+/- 50 VA)	Each	02			
F	150 AH Batteries for 2250 VA(+/- 50 VA)	Each	04			
G	Trolley for Inverter Sets	Each	59			
H	cost towards Supply, installation, testing, Commissioning of abovementioned inverters	Each	59			
	Total cost towards Supply, installation, testing, Commissioning inverter linked with two battery and supply of trolley (total of cost quoted against A to H) = X	Each	59			
2.	AMC charges per quarter = (Y)	Quarter of a year	12			
3.	Recovery for Buyback of scrap martial = (Z)	L.S.				
4.	Project Cost to Bank $\alpha = (X+Y-Z)$					

Note: - The cost quoted above includes all charges etc. except GST. GST will be paid on actual basis.

L1 Criteria - The firm quoting the lowest price in total Project Cost to Bank α will be selected and may be invited for negotiation (if any).

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

Date:

Annexure – VII: SERVICE LEVEL AGREEMENT

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

National Housing Bank, a bank constituted under the National Housing Bank Act, 1987, having its Head Office at, 3rd -5th floors, Core 5A, India Habitat Centre, Lodhi Road, New Delhi-110003 (hereinafter called as “NHB”, which expression shall include wherever the context so permits, its successors and assigns); AND

_____, a company registered under the Companies Act, 1956, having its registered office at _____ (hereinafter called the “Service Provider”, which expression shall include wherever the context so permits, its successors and permitted assigns).

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

WHEREAS:

- (A) NHB is desirous of engaging a service provider for Selection of Bidder for Supply, installation, testing, Commissioning and maintenance of Battery Linked Inverter units in Bank’s flats, New Delhi.as detailed in the Request for Proposal no. _____ on _____ (date) (includes Corrigendum/ Clarification issued) (hereinafter collectively referred to as “RFP”), which is attached hereto as Appendix I.
- (B) The Service Provider, has been selected through limited tendering process by way of floating the RFP by NHB followed by evaluation of Commercial Bids of the Bidders, , and accordingly, the letter of award no. _____ dated _____ (“LoA”) (attached hereto as Appendix- II) has been issued by NHB to the Service Provider;
- (C) The Service Provider 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 Service Provider have agreed to enter into this definitive Service Level Agreement in the manner hereinafter appearing:

NOW THEREFORE the Parties hereby agree as follows:

- 1. GENERAL PROVISIONS
 - 1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" means and shall construe this Agreement;
- (c) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- (d) "Personnel" means persons hired/to be hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.
- (e) "Project" means collectively the Services and the deliverables to be provided as detailed in the RFP.
- (f) "Services" or "Scope of Work" means and includes the scope of work to be performed by the Service Provider as described/set out in Clause 5 of the RFP.
- (g) "Third Party" means any person or entity other than NHB and the Service Provider.

1.2 Principles of Interpretation

In this Agreement, 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 Agreement in accordance with such meanings;
- c) The RFP and the LoA 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 Service Provider.

1.3 Purpose

1.3.1 Selection of Bidder for Supply, installation, testing, Commissioning and maintenance of Battery Linked Inverter units in Bank's flats, New Delhi

1.3.2 Performance of the Scope of Work

The Service Provider shall provide 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 shall remain valid for a period of with effect from 7 day of award of work. Unless the period is further extended in accordance with this Agreement at the discretion of NHB.

1.3.4 Contract Price

The entire assignment to be performed under this Contract is fixed price contract and the Service Provider shall be paid the total price consideration of Rs. _____ (Rupees _____) ("Contract Price") for the satisfactory performance/execution of the entire assignment under the Project. The Contract Price shall be paid by NHB as per the payment terms agreed at Clause 4.1 of this Agreement.

1.4 Relation between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or principal and of agent as between NHB and the Service Provider or the personnel deployed by the Service Provider for performance of the contract. The Service Provider, subject to this Agreement, shall have complete charge of personnel to be engaged by the Service Provider 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.

The personnel engaged for providing Services under this Agreement, shall be the employees of the Service Provider and there will be no liability to this effect on the part of NHB in any case. The Service Provider shall also be responsible for payment of Employee Provident Fund (EPF) and Employees' State Insurance (ESI) contributions regularly as applicable.

The Service Provider shall continue to be responsible for the personnel in respect of the terms and conditions of their services, payments, attendance, medical care, disciplinary matter etc. They shall remain fully under the administrative, financial control and supervision of the Service Provider and shall be at no point of time, be treated as the employees of the NHB and also shall have no claim for regularization in the services of NHB. The Service Provider shall comply with all rules and regulations regarding safety and security of his personnel and shall have to arrange for proper and sufficient insurance

cover note etc. for them at their cost and NHB will not be responsible in any manner in case of any miss happening to his employee.

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: _____
Email: _____

For the Service Provider:
Attention: _____
Email: _____

1.7.2 Notice will be deemed to be effective as follows

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

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

1.8 Location

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

1.9 Authority of Service Provider

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

1.10 Taxes and Duties

The Service Provider and their personnel shall pay the taxes (excluding GST), duties, fees, levies and other impositions levied under the existing, amended or enacted laws during the tenure of this Agreement and NHB shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed, from the due payment of the Service Provider. The Service Provider shall bear all costs and expenses and stamp duty in respect of execution of this Agreement and all other Agreements that may be entered into with NHB to give effect to this arrangement.

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Agreement deemed to have taken effect from the 7th day of acceptance of the LoA by the Service Provider i.e. w.e.f. _____ (the "Effective Date").

2.2 Commencement of Services

The Service Provider shall begin carrying out the Services immediately from the date of acceptance of LoA (the Effective 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 herein unless the Term is extended in accordance with the Clause 2.6.4. .

2.4 Entire Agreement

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

2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services/Scope of Work, may only be made by written agreement between the Parties and shall not be effective until the consent of the Parties has been obtained, pursuant to Clause 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 occurrence of such event. If the deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, NHB shall have the option of canceling this Contract in whole or part at its discretion without any liability on its part.

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

2.6.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable

precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.6.3 Measures to be taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party such event as soon as possible, and in any event not later than Three (03) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.6.4 Extension of Time

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

2.6.5 Consultation

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

2.7 Suspension

NHB may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if NHB is not satisfied with the performance of the Service Provider or if the Service Provider 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 Service Provider to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the Service Provider 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 Service Provider (except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than sixty (60) days) such notice to be given after the

occurrence of any of the events specified in paragraphs (a) to (f) of this Clause-2.8.1, terminate this Contract:

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

2.8.2 Cessation of Rights and Obligations

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

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

2.8.3 Cessation of Services

Upon termination of this Contract by notice pursuant to clauses-2.8.1 hereof, the Service Provider 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 Service Provider:

- (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

3.0 OBLIGATIONS OF THE SERVICE PROVIDER

3.1 Standard of Performance

- i. The Service Provider 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 Service Provider 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 Service Provider 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 NHB.
- ii. The Service Provider shall be responsible for all acts of commission and/or omissions by its employees leading to loss and/or damage to NHB's properties/employees and/or third parties and shall meet all liabilities arising out of such omissions and/or commissions.
- iii. The Service Provider shall alone decide and be responsible for the leave or absence of the its employees and NHB shall not in any way

- be responsible for sanction of leave, etc. to the Service Provider's employees.
- iv. The Service Provider shall maintain proper records /details of its employees deployed by him for the purpose.
 - v. The Service Provider 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 NHB will not undertake any liability in relation to such matters.
 - vi. The Service Provider's personnel deployed for performance of the Services under the Contract shall not claim any employment relationship with NHB under any circumstances. The Service Provider 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 Service Provider and the written undertaking in original shall be given to the NHB, where he is deployed.
 - vii. The Service Provider hereby undertakes to ensure payment of wages to its employees in compliance with Minimum Wages Act and other relevant statues in force and modified/amended or revised from time to time as per enactment of Central/State Governments.
 - viii. The Service Provider hereby 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 Service Provider alone.
 - ix. The Service Provider shall submit printed receipts for all the payments received from the NHB.

3.2 Law Governing contract

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

3.3 Conflict of Interest

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

3.6 Prohibition of Conflicting Activities

The Service Provider 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 Service Provider 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.

3.8 Insurance to be taken out by the Service Provider

The Service Provider 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 Service Provider or their staff on the assignment

3.9 Liability of the Service Provider

The Service Provider 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 Service Provider in such performance, subject to the following limitations.

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

3.10 Indemnification of NHB by the Service Provider

The Service Provider shall indemnify NHB and shall always keep NHB, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the Service Provider or its personnel, including for any breach of any confidentiality; and/or (ii) any negligence or gross misconduct attributable to the Service Provider or its personnel; and/or (iii) any claim made by employees who are deployed by the Service Provider against NHB; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statues/various labour laws by the Service Provider to its employees.

3.11 Service Provider's Actions Requiring NHB's Prior Approval

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

3.12 Service Provider's Personnel

The Service Provider 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 Service Provider, the Service Provider will provide NHB with another personnel of equivalent knowledge, skill and experience acceptable to NHB as his substitute.

The Service Provider 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 Service Provider and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between NHB and said personnel so engaged by the Service Provider.

The Service Provider shall be responsible for making all statutory deductions under laws in respect of its personnel/employees engaged by the Service Provider under this Agreement. The Service Provider 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 Service Provider 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 Service Provider.

3.13 Change in Ownership or Constitution:

The Service Provider will inform NHB immediately about any change in its ownership or its constitution. The Service Provider will ensure that the NHB's interest will be protected with utmost care. If NHB is not satisfied with the change of ownership or constitution of the Service Provider 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 & Payment Terms:

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 the RFP.

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

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 failure to agree on any action pursuant to this Clause shall not give rise to any dispute.

6.0 UNDERTAKINGS:

The Service Provider hereby further undertakes:

- (i) That the Service Provider 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 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.
- (i) That being the Service Provider 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.

- (ii) 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 service rendered in the views of NHB is found to be grossly faulty/negligent/deficient and/or any deviant conduct by the Service Provider and as a consequence of it, NHB can, irrespective of anything stated herein, terminate this Agreement by giving two months prior notice, including to withhold/retain the dues payable to the Service Provider by NHB under this Agreement and appropriate/adjust the same for the losses, if any, suffered by NHB without requiring NHB to prove the actual loss.
- (iii) That the Service Provider shall not do anything that will be of any conflict of interest to the Service Provider 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 service. Further, the Service Provider shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The Service Provider 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.
- (iv) That the Service Provider 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 Service Provider in a position of being unable to carry out the assignment in the best interest of NHB.
- (v) That the Service Provider shall act at all times in the interest of NHB and render 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 Service Provider.

7.0 Severability:

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

8.0 SETTLEMENT OF DISPUTES

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

conducted in English. The arbitration tribunal shall consist of Sole i.e. 1(one) Arbitrator to be appointed jointly by the Parties within thirty (30) days from the date of first recommendation for appointment of arbitrator in written form one Party to the other. If the Parties fail to agree on appointment of such Sole Arbitrator, arbitral tribunal consisting of Sole Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The award of arbitrator made in pursuance thereof shall be final and binding on the Parties. All costs and expenses of such arbitration shall be borne equally by the Parties at the first instance which however subject to the provisions of the said Act.

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

9.0 JURISDICTION AND APPLICABLE LAW

This agreement including all 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.

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