

Request for Proposal: Supply and installation of Modular workstation Furniture Items: National Housing Bank

RFP Reference no:- NHB(ND)/Premises/ OUT02891 /2020 dated January10, 2020

Request for Proposal (RFP)- Supply and Installation of Modular workstation Furniture Items

**Premises Department
Head Office, National Housing Bank
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,
New Delhi - 110 003
Phone: 011-39187149
E-Mail: sachin.sharma@nhb.org.in**

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GLOSSARY

Abbreviation	Description
NHB	National Housing Bank
HO	Head Office, Delhi
Site	Site shall mean the site where the works are to be executed
PSU	Public Sector Undertaking
PSB	Public Sector Bank
RBI	Reserve Bank of India
SBI	State Bank of India
Notice in Writing	or written notice shall mean a notice in writing, type or printed characters sent (unless delivered personally or otherwise provided to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
EMD	Earnest Money Deposit
RFP	Request For Proposal
PBG	Performance Bank Guarantee
AMC	Annual Maintenance Contract
OEM	Original Equipment Manufacturer
work order value	Cost of the work to be incurred by the Bank (Inclusive GST, levies, other taxes and charges)

Interpretation: the terms RFP, Tender, Bid , Project 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 sale of Bidding/Tender/RFP Documents	January 10, 2020
2.	Date and time for Pre-Bid meeting with Bidders and Visit of Sites	1200 Hrs: January 17, 2020
3.	Last date and time for sale of Bidding Documents	1800 Hrs : January 30, 2020
4.	Last date and time for receipt of Bidding Documents	1800 Hrs : January 30, 2020
5.	Date and Time of Technical Bid Opening	1230 Hrs: January 31, 2020
6.	Earnest Money Deposit Amount	Rs. 1,00,000/-
7.	Place of opening of Bids	National Housing Bank, Premises Department, Head Office Core 5-A, 3 rd Floor, India Habitat Centre, Lodhi Road, New Delhi – 110003

Note: -

- Bids will be opened in the presence of Bidders who choose to attend as above. The above schedule is subject to change. Notice of any changes will be informed through publishing on NHB's website. Further, please note that Commercial Bid opening Date, Time & Venue will be intimated to the technically qualified Bidders at a later date.
- 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.

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2. National Housing Bank

National Housing Bank (NHB), a statutory institution, is a wholly owned subsidiary of the Reserve Bank of India, established under National Housing Bank Act, 1987 ("the Act") .

- 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, Bengaluru, Kolkata and Ahmedabad.

3. Scope of Work:

Bank invites sealed bids from Reserve Bank of India , Regional Office, New Delhi/ State Bank of India (SBI) empanelled vendors under “ Modular workstation Furniture” Trade for the work value of Rs. 10 lakhs and above for supply and installation of following items at NHB , Head Office :

Table 1

Item	Tentative Qty immediately required*
L Shape workstation with Chairs	02
Linear workstation with Chairs	21
DGM Cabin Furniture with Chairs	03
DGM visitor chair	06

The total number of quantities as mentioned in Table 1 above are provisional and it may be increased/decreased depending upon actual requirement of the Bank.

Detailed description of items (Aesthetic of furniture shall be as approved by NHB to match

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presently installed furniture at Head Office):

Table 2

S.N	Item (Make: Godrej/Durian/BP & ERGO/Spacewood/Herman Miller Furniture Pvt Ltd/ Vitra India Pvt Ltd /Wipro/EUROCOUSTIC PRODUCTS LTD)
1	L Shape workstations with Chairs : Staff Workstation on sharing based Partitions size: 1500mm X 1350mm X 1200mmH
1.a	L Shape : Supply and installing Modular Workstation each unit in sharing module of size as specified above including pedestal, key board try, cpu with tile based partition of 50/60mm thick of height 1680mm with skirting height of 100mm including M10x 50mm leveler and have 42mm clear space between two tiles for wire management facilities. The basic framework is made up of Aluminium with thickness of 1.3mm. Vertical & Horizontal rail is made up of 1.2mm thick of aluminium extrusion. Cover Section (Raceways) is made up of 0.8mm thick CRCA steel/ Aluminium Extrusion. All steel parts shall be aluminum parts shall be minimum 40-45microns. Lower Module finish shall be Laminate and Upper Module shall be Fabric. One Magnetic Pinup Tile specifications- Laminated Tile-Made of 9mm Prelaminated Particle Board, Edges sealed with black primer, Fabric tile made of 9mm Particle board wrapped with fabric. Magnetic pinup tile made of 0.8mm CRCA wrapped with fabric. One Free standing pedestal is provided of size 400(L) X 450(D) X 680(H)mm with 3 drawer(2 Box + 1 filling) configuration in 18mm Prelaminated board body and facia, incl central locking, as per approved shades. All the exposed edges is sealed with machined pressed PVC lipping of Rehau make of 1mm – 2mm thickness. All 3 drawers is fitted with telescopic channels, Inside of drawer is metal power coated. Handles of the pedestals shall be in stainless steel finish. Levellers is provided having adjustment up to 15mm Keyboard Tray is made of 0.8mm CRCA sheet duly power coated with 40-45 microns. CPU trolley is made of 0.8mm CRCA sheet duly power coated with 40-45 microns. Overhead Storages: <Made of 18mm prelam particle boad with size: 400mmH X 400mmD X 600mmW and 900mmW. 2nos overhead storages is considered for per workstation.
1.b	Chair for Manager: SEAT/BACK ASSEMBLY:- The seat are made up of 1.2 cm thick hot pressed plywood, upholstered with fabric and moulded polyurethane foam together with moulded seat and back covers. Themesh back is designed with contoured lumbar support for extra comfort. (HIGH BACK) SIZE: 50.0cm (W) X 55-60cm (H). SEAT SIZE: 50.0cm (W) X 46.0cm (D). POLYURETHANE FOAM: The Polyurethane foam is moulded with density = 45 +/-2kg/m3 and Hardness = 20 +/-2 on Hampden machine at 25% compression. SEAT COVER: The seat cover is injection moulded in black co-polymer polypropylene and back cover is vacuum formed from

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	ABS sheets. ARMRESTS: The adjustable armrests made of black integral skin PU arms. The armrests are scratch and weather resistant. The armrests are fitted to the seat with seat/armrest connecting strip assembly made of 0.5cm. thk. HR steel. CENTRE PIVOT MECHANISM The center pivot mechanism is designed with the following features: 360 revolving type. 17° maximum tilt on pivot at center. Tilt tension adjustment. Upright locking. TELESCOPIC BELLOW ASSEMBLY: The bellow is 3 piece telescopic type and injection moulded in black polypropylene. PEDESTAL ASSEMBLY: The pedestal is made of HR steel and fitted with 5 nos. twin wheel castors (castor wheel dia. 5.0cm.) The pedestal is covered with a P.P moulded cladding for modern and aesthetic looks. The pedestal is 65.0cm. Pitch-center dia. (75.0cm with castors). TWIN WHEEL CASTORS: The twin wheel castors are injection moulded in 30% Glass Filled black Nylon.
2	MEDBACK CHAIR & Linear Workstations
2.a	Providing and Supplying of Medium back chairs having seat size minimum 48cm (W) x 46 (D) and Back size shall be 50cm X 45cm W, the seat are made up of 1.2cm thick hot-pressed ply wood, upholstered with fabric and moulded polyurethane foam. The Polyurethane foam is moulded with density = 45+/-2 kg/3 and Hardness + 20+/-2 on Hampden machine at 25% compression. Back is made up of Nylon Mesh with Lumber support, ARMRESTS (Adjustable) the one piece armrest made of black integral skin with 50-70 shore hardness and reinforced with M S insert, the armrests are fitted to the seat with powder coated armrest brackets made of 0.5cm thick H R steel. The chair is provided with Synchro knee tilt with multi angle Locking Mechanism having 360° swivel mechanism The Pneumatic height adjustment has an adjustment stock of 9.0cm, the bellow is 3-pieces telescopic type and is injection moulded in back polypropylene. The pedestal is five prong Nylon fitted with 5 nos twin wheel castors, the pedestal is 66.0cm, pitch Centre dia (76.0 cm with castors) the twin wheel castor are Nylon as per manufactures specifications, drawing & direction of engineer in charge, the above furniture should be as per specification and sample approved by client.
2.b	Linear Workstations
	Supply and installation of Linear workstation of size 1680mmH x 1200mmW x 600mm size with Tile based partition of 50/60mm thick of height 1200mm with skirting height of 100mm including M10 X 50mm leveler and have 42mm clear space between two tiles for wire management facilities. The basic framework is made up of Aluminum with thickness of 1.3mm vertical & Horizontal rail is made up of 1.2mm thick of aluminum extrusions. Cover section (Raceways) is made up of 0.8mm thick CRCA steel/aluminum Extrusion. All steel parts shall be pretreated for seven stage anti-corrosion treatment followed by epoxy powder coating. The thickness of the powder coating for all the steel and aluminum parts shall be minimum 40-45 microns. Lower Module Finish shall

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	be Laminate and Upper Module shall be Fabric. One Magnetic Pinup Tile specifications-Laminated Tile-Made of 9mm prelaminated Particle Board, Edges sealed with black primer, Fabric tile made of 9mm Particle board wrapped with fabric, Magnetic pinup tile made of 0.8mm CRCA wrapped with fabric. In 50/60mm partition based system, Table: worktop made of prelaminated particle board of approved shade with PVC edge binding supported with prelaminated gable ends. One Free standing pedestal is provided of size 400(L) x 450(D) x 680(H) mm with 3drawer (2Box + 1 Filling) configuration in 18mm Prelaminated board body and facia, incl central locking, as per approved shades. All the exposed edges is sealed with machined pressed PVC lipping of Rehau make of 1mm-2mm thickness. All 3 drawers is fitted with telescopic channels, Inside of drawer is mental powder
3	DGM Cabin Furniture with Chairs
3.a	DGM Table:- Providing and supplying main table of size 1800WX750DX750H and side table of size; 900LX X 675H X 450D & back unit of size 75W X 675(H) X 450D 3nos including one pedestal, keyboard tray & CPU Trolley. Main Table Top is made up of 30mm thick (18mm prelaminated parcticle board + 12MM MDF profile wrapped) with melamine coating and 2mm edge binding. Silver profile wrapped trim to give waterfall edge to table top in Vermont. Gable ends or sides of table are made of 25mm tick prelaminated particle board with melamine finish with 2mm edge banding modesty of apron is made of 18mm prelaminated particle board with 2mm edge banding in Vermont having designer aluminum profile Side unit is made of 18mm thick MDF pvc foiled with 2 Book + 1 File drawer unit with central locking provision, 2 shutter cabinet with locking provision. The above furniture should be as per specification and sample approved by client. Pedestal: - of size 420Wx45Dx650H is made of 18mm thick MDF pvc foiled with 2 Book + 1 File drawer unit with central locking provision Back Storage: - back unit of 750Lx450Dx685H with 3nos medium height storages is made of 18mm MDF pvc foiled with 2 shutter cabinet with 2 shelf. Shutter are lockable.
	High Back Chair for DGM
3.b	Chair for DGM: Providing and Supplying High Back chairs. SEAT /BACK ASSEMBLY: The seat/back are made up of 1.2CM thick hot pressed plywood, upholstered with Leatherite and moulded Polyutethane foam together. The back foam is designed with contoured lumbar support for extra comfort. (HIGH BACK) SIZE: 50.0cm. (W)

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	X 70.0cm (H). SEAT SIZE: 50.0cm (W) X 48.0cm (D). POLYURETHANE FOAM: The Polyurethane foam is moulded with density = 45 +/-2 kg/m³ and Hardness = 20 +/-2 on Hampden machine at 25% compression. ARMRESTS: The one-piece armrests is soft PU arms in leatherite finish. The armrests are scratch and weather resistant. The chair is provided with synchro knee tilt with multi angle Locking Mechanism having 360° swivel mechanism. The pneumatic height adjustment has an adjustment stroke of 9.0 cm. The bellow is 3-piece telescopic type and is injection moulded in black Polypropylene. The pedestal is five prong metallic silver finish fitted with 5 nos twin wheel castors. The pedestal is 66.0cm. Pitch center moulded in black Polypropylene. The pedestal is five prong metallic silver finish fitted with 5 nos twin wheel castors. The pedestal is 66.0cm. Pitch center.
	Visitor Chairs for DGM
3.c	Visitor chairs for GM, DGM, AGM and RM: Providing and supplying high back chairs: Eat/Bck Assembly: The Seat/Back are made are up 12 mmcm thick hot pressed plywood, upholstered with fabric and moulded Polyurethane foam together with mounded seat and back covers. Themesh back is designed with contoured lumbar support for extra comfort. (HIGH BACK) SIZE: 50.0cm (W) X 55-60cm (H). SEAT SIZE: 50.0cm (W) X 46.0cm (D). POLYURETHANE FOAM: The Polyurethane foam is moulded with density = 45 +/-2 kg/33 Hardness = 20 +/-2 on Hampden machine at 25% compression. SEAT COVERS: The seat cover is injection moulded in black co-polymer polypropylene and back cover is vacuum formed from ABS sheets. ARMRESTS: The adjustable armrests made of black integral skin PU arms. The armrests are scratch and weather resistant. The armrests are fitted to the seat with seat/armrest connecting strip assembly made of 0.5cm. thk. HR steek. CENTRE PIVOT MECHANISM the center pivot mechanism is designed with following features: 360 revolving type. 17° maximum tilt of pivot at center. Tilt tension adjustment. Upright locking. TELESCOPIC BELLOW ASSEMBLY: The bellow is 3 piece telescopic type and injection moulded in black Polypropylene. PEDESTAL ASSEMBLY: The pedestal is made of HR steel and fitted.

Vendor is required to submit authorization from OEM for all the products alongwith the Technical Bid.

Firm shall ensure that the items will be provided /installed with in the stipulated period of time.

Firm will bear the responsibility to bring the items and installing the same at the stipulated

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place , no transport charges / installation charges shall be paid in excess to the rates quoted for the items.

4. Period of Contract:

Vendor shall be responsible for any Manufacturing defects for 36 months from date of installation and shall carry out necessary repair/rectification of defect at no additional cost to the Bank with in this warranty period. If repair/rectification is not being done within one week of reporting the defects, NHB shall be free to get it repaired/rectified from market and necessary recovery shall be made from retention money/PBG.

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 Bidder.
- No binding legal relationship will exist between any of the Bidders and NHB until acceptance of job order, except the pre-contract Integrity Pact to be submitted along with the Bid. Post evaluation and finalization of the Bids and identification of the successful Bidder, the Integrity Pact will form part of the definitive agreement to be signed by the successful Bidder. For the other Bidders, the pre-contract Integrity Pact will be binding on them for any acts/omissions committed by the Bidder in violation/breach of the said pre-contract Integrity Pact in relation to the Bid submitted.
- Each Bidder acknowledges and accepts that NHB may in its absolute discretion vary selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible bidder.
- 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.

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- Bidders are required to direct all communications related to this RFP, through the nominated Point of Contact persons, mentioned below:

Name	Sachin Sharma
Designation	Manager
Email ID	sachin.sharma@nhb.org.in ,
Phone Number	01139187149

- 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, 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 1030 Hrs to 1730 Hrs on Monday to Friday, excluding public holidays.
- **Bidder should not have been banned or delisted by any Government, Quasi Government agencies, Statutory, Regulatory, PSUs or PSBs and its subsidiaries.**
- 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.

5.2 Pre-Bid Meeting

For the purpose of clarification of doubts of the Bidders on issues related to this tender/RFP,

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NHB intends to hold a Pre-Bid meeting on the date and time as indicated in the RFP. The queries of all the Bidders, in writing, should reach by e-mail or by post on or before January 15, 2020 : 1800 Hrs on the address as mentioned above. It may be noted that no query of any Bidder shall be entertained after the Pre-Bid meeting. Clarifications on queries will be given in the Pre-Bid meeting itself. Only the authorized representatives of the Bidders will be allowed to attend the Pre-Bid meeting.

Before submitting the offer/bid, vendors may visit NHB's site on the day fixed for Pre Bid Meeting, where these furniture items are to be supplied and installed. No extra payment shall be made by NHB towards extra material required installation/supply purpose after submitting the bid.

5.3 Soft Copy of Tender/RFP Document

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

5.4 Non-Transferability of Tender/RFP

This tender/RFP document is not transferable.

5.5 Erasures or Alterations

The offers containing erasures or alterations may not be considered. Any interlineations', erasures or overwriting in technical 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. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. However, 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.

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5.6 Amendment to the Bidding/Tender/RFP document

- At any time prior to the deadline for submission of Bids, NHB, for any reason, may modify the Bidding/Tender/RFP document, by amendment 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.

5.7 Language of Bid

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

5.8 Right to Alter Location / Quantities

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

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

1. Bidder's information in the format as prescribed in **Annexure I**;
2. Compliance Statement Declaration in the format as prescribed in **Annexure II**;
3. List of Deviations, if any, in the format as prescribed in **Annexure III**;
4. Undertaking on RBI/SBI Empanelment in **Annexure IV**;
5. The **Commercial Bid Covering letter as per Annexure V**
6. **Commercial Bid Format as per Annexure VI**
7. ECS Mandate in the format as prescribed in **Annexure VII**;

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8. Resolution Matrix in the format in **Annexure VIII**;
9. Pre-Contract Integrity Pact (wherever applicable) in the format in **Annexure IX** (*The Pre-Contract Integrity Pact should be submitted neatly typed in on Rs.100/- non-judicial stamp paper duly signed by the authorized signatory and the same will be signed on behalf of NHB subsequently. The date of execution should be the date as mentioned in the Technical Bid by the Bidder*)

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

5.10 Bid Currency

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

5.11 Earnest Money Deposit (EMD)

- (a) All the Bids must be accompanied by a refundable interest free security deposit of Rs. 1,00,000/- (Rs. One lakhs only), by way of an e-payment in favour of **National Housing Bank**.

The Accounts details are given below:

Table 3

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

- (b) The proof of the payment should be enclosed and put in the envelope containing the Technical Bid; in the absence of which the Bid may not be considered for further

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evaluation. The Bidders are also required to submit ECS Mandate Form as enclosed in Annexure-VII.

- (c) Any Bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- (d) Any request for exemption from EMD will not be entertained.
- (e) Save as otherwise provided herein or in the definitive agreement, the EMD amount of the successful Bidder will be refunded after delivery and successful installation of all the items and acceptance by the Bank.
- (f) 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 deliver and installation of items to the satisfaction of Bank; and
 - In case of any breach of the pre-contract Integrity Pact.

5.12 Implementation schedule

- The Bidder shall supply and install the furniture items within three weeks from the date of work Order.

5.13 Performance Bank Guarantee (PBG)

The successful Bidder shall provide performance bank guarantee/PBG of 10 % of the total cost of work order value, in the form of bank guarantee from a scheduled commercial bank in the format as substantially prescribed in **Annexure-X**. The PBG should be valid till at least 40 months from the date of installation or such other extended period as NHB may decide. The PBG is required to protect the interest of NHB against the risk of non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions including labor laws and any other laws/rules/regulations, by the successful Bidder. Default in successful implementation of the conditions of the RFP, may warrant the invoking of PBG, and also if any act of the Bidder results into imposition of Liquidated Damages/penalty, then

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NHB reserves the right to invoke the Performance Bank Guarantee submitted by such Bidder. The decision of NHB as to non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions etc., shall be final and binding on the successful Bidder.

5.14 Period of Validity of Bids

- Prices and other terms offered by Bidders must be valid for a period of six months from the date of opening 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.

5.15 Format and Signing of Bids

Each Bid shall be submitted in two parts:

- **Part I (Technical Bid/Proposal)** : consists of proof of EMD, declaration as highlighted in 5.34 , all Annexures except Annexures V and VI . The vendor should submit Technical literature/Descriptive Catalogue/Pamphlets in this part.
- **Part II (Commercial Bid/Proposal)**: Covering only the Commercial Bid herein referred to as “**Commercial Proposal**”, which shall comprise Annexures V and VI only.
- 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.

5.16 Sealing and Marking of Bids

- All the envelopes shall be addressed to NHB at the address given below:
Deputy General Manager (Premises)
National Housing Bank
Core 5A, 3rd Floor, India Habitat Centre
Lodhi Road

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New Delhi – 110003

- All envelopes should indicate on the cover the name and address of Bidder along with contact number.
- **The Bidder shall seal the envelopes containing Technical and Commercial proposals separately.**
- The envelope should be non-window and separately super scribed as **“Technical Proposal for Supply and Installation of Modular workstation Furniture items and “Commercial Proposal for Supply and Installation of Modular workstation Furniture items “**, as applicable.
- If the envelop is not sealed and marked, NHB will assume no responsibility for the Bid's misplacement or its premature opening.
- Bids not sealed properly shall not be considered and will stand rejected without recourse.

5.17 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.

5.18 Late Bids

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

5.19 Opening of Bids by NHB

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- 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.

5.20 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.

5.21 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.

5.22 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.

5.23 Instructions to the Bidders

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

5.24 Price Composition & Variation

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- The Bidder should clearly furnish prices as per the format, if any, provided in the **Annexure VI**. Any deviation may lead to Bid rejection. Also no options should be quoted other than as per the Commercial Bid. Wherever options are given, the Bid is liable to be rejected.
- The commercial offer shall be on a fixed price basis.
- Only GST will be paid as actual as per statutory provision.
- Date of implementation of project shall be the date of acceptance of the letter of award (Starting Date) or such other date as may be fixed by NHB.
- Prices shall be valid for six month from the date of opening of Commercial bid and Bidder shall supply additional items, if any, at the same price.

5.25 Timely availability of Support Services

The service provider should have proper and adequate support mechanism in place at Delhi to provide all necessary support under this RFP.

5.26 Bid Evaluation

Bid offering lowest cost (**TOTAL COST Z : Table 5 : Annexure VI, Page no 43**) shall be selected for the project.

5.27 Modification and Withdrawal

- Every Bidder shall submit only one proposal. If any Bidder submits more than one proposal, all such proposals shall be disqualified.
- The Bidders are advised to submit the Bids only after the Pre-Bid Meeting as the Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No Bid will be allowed to be modified after the deadline for submission of Bids. No Bidder shall be allowed to withdraw the Bid, if Bidder happens to be successful Bidder.
- NHB has the right to reject any or all 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.

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5.28 Revelation of Prices

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

5.29 Terms and Conditions of the Bidding firms

The Bidding firms are not required to impose their own terms and conditions to the Bid and if submitted will not be considered as forming part of their Bids. The Bidders are advised to clearly specify the deviations as per **Annexure-III**, in case terms and conditions of the contract applicable to this RFP are not acceptable to them. The Bidders should also describe clearly in what respect and up to what extent the goods and services being offered differ/ deviate from the specifications laid down in the specifications and requirements.

5.30 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.

5.31 Contacting NHB or putting outside influence

Bidders are forbidden to contact NHB 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.

5.32 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.

5.33 Banned or Delisted Bidder

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

5.34 Compliance with Laws

- (a)** The Consultant/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 successful 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 successful 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 successful bidder under this contract.

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5.35 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 including invocation of the PBG.

6. Bids (Technical & Commercial) And Bid Evaluation Methodology

Only empanelled vendors of RBI, Regional Office, New Delhi /State Bank of India (SBI) under Trade “Modular workstation furniture” for a work value Rs. 10 lakhs and above are eligible to participate in this tender and Bid received from any other bidder shall be rejected and shall not be considered for further evaluation.

Bidder has to submit duly filled undertaking as mentioned in Annexure IV in support of their empanelment with RBI/SBI.

If this undertaking is not given, the Bid will be rejected as non-responsive. This declaration will be submitted along with the Technical Bid

7. Commercial Terms and Conditions

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

7.1 Price

- a) The Price quoted by the Bidder should include all type of costs.
- b) The price should be inclusive of all taxes (except GST), duties, levies charges, transportation, insurance, as per Commercial Bid.

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- c) Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected
- d) Based on the contracted rates, NHB at its discretion may place repeat order.

7.2 Payment Terms

Any payment will be released only after submission of PBG as defined in clause 5.13 and delivery & successful installation of items. In addition to this , 5% of work order value shall be retained by the Bank and shall be released after completion of warranty period of 36 months as defined in clause 4 of this RFP.

7.3 Payment in case of termination of contract

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

8. General Terms and Conditions

- 8.1 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.
- 8.2 All such amendments made by NHB to the RFP shall become part and parcel of the RFP and same will be notified on NHB's website. The Bidders are required to have a watch on NHB's website for any such amendment.
- 8.3 Bidders must take into consideration each and every line of this RFP document while preparing technical and 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.

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- 8.4 NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.
- 8.5 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. 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.
- 8.6 Notwithstanding anything to the contrary contained in the contract, NHB shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if the successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
- 8.7 On faithful and satisfactory execution of assignments under the contract in all respects, the PBG of the successful Bidder will be released by NHB, if not forfeited due to any reason as provided herein.
- 8.8 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.
- 8.9 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.
- 8.10 The Commercial and Technical Bids will have to be signed on all pages of the Bid by the authorized signatory. Unsigned Bids would be treated as incomplete and would be rejected.
- 8.11 By submitting proposal/bid, the Bidder agrees to promptly execute contract with NHB for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with NHB, will relieve NHB of any obligation to the Bidder, and a different Bidder may be selected.

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8.12 Time and quality of the service are the essence of this contract. Failure to adhere to the same will be considered as breach of the terms and conditions of the contract.

8.13 Penalty

If the successful bidder fails to complete the project within stipulated time, NHB may impose a penalty of 1% of the work order value for each weeks' delay or part thereof attributable to the successful bidder, subject to maximum of 10% of the value of item. Fraction of week is to be construed as one full week for arriving at the delay in terms of weeks. Once the maximum is reached, NHB may consider cancellation of the order and the performance bank guarantee submitted may be invoked. Further, in case rectification of defects highlighted during warranty period is not being done within seven days, NHB may get it rectified from outside and expenditure incurred on this shall be recovered from retention money/PBG.

8.14 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.

8.15 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 successful bidder.

8.16 Use of Contract Documents and Information

The Bidder/ successful 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.

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8.17 Assignment

The Bidder/ successful 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.

8.18 Pre-Contract Integrity Pact Clause

A "Pre-Contract Integrity Pact" would be signed between NHB and the Bidder. This is a binding agreement between NHB and Bidders. Under this Pact, the Bidders agree with NHB to carry out the assignment in a specified manner. The format of Pre-Contract Integrity Pact will be as per **Annexure - IX**.

In this regard, NHB has appointed Shri Kishore Kr Sansi and Shri Rakesh Rewari (Name and Addresses of the Monitors to be given) as independent external monitors for the Integrity Pact in consultation with the Central Vigilance Commission.

The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings under the Integrity Pact:

- (i) Denial or loss of contracts;
- (ii) Forfeiture of the EMD/Bid security and the performance bond/PBG;
- (iii) Liability for damages to the principal and the competing Bidders; and
- (iv) Debarment of the violator by NHB for an appropriate period of time.

The Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior compliance program for the implementation of the code of conduct throughout the company.

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,

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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.

Annexures

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Annexure - I

Bidder Information

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

Table 4

S. No.	Information	Particulars / Response
1.	Company Name	
2.	Date of Incorporation	
3.	Type of Company [Govt/PSU/Pub. Ltd / Pvt. Ltd/partnership/proprietary]	
4.	Registration No. and date of registration. Registration Certificate to be enclosed	
5.	Address of Registered Office with contact numbers [phone / fax]	
6.	PAN No	
7.	GSTIN	
8.	Contact Details of Bidder authorized to make commitments to NHB	
9.	Name	
10.	Designation	
11.	FAX No	
12.	Mail ID	
13.	Company Head Office and Addresses Contact Person(s) Phone Fax E-mail Website	
14.	Any pending or past litigation (within three years)? If yes please give details Also mention the details of claims and complaints received in the last three years (About the Company / Services provided by the company).	Yes/No/Comments (if option is 'Yes') (If option is 'Yes' Bidder may Not be considered)

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15.	Please mention turnover and Net Profit/Loss for last three years and include the copies of Balance Sheet in support of it.	Year	Turnover INR	Net Profit/Loss(-) INR
		2016-17		
		2017-18		
		2018-19		

Authorized Signatory

(Name & Designation, seal of the company)

Date:

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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 no.... dated including all addendum, corrigendum etc. Any deviation may result in disqualification of Bids.

Authorized Signatory

(Name & Designation, seal of the company)

Date:

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Annexure - III

LIST OF DEVIATIONS

We certify that the product offered by us for tender confirms to the requirement stipulated as per this RFP with the following deviations

List of deviations

- 1) _____
- 2) _____
- 3) _____

(If left blank it will be construed that there is no deviation from the specifications given in the RFP)

(The decision of NHB is final towards evaluation of the Bid documents)

Authorized Signatory

(Name & Designation, seal of the company)

Date:

Note : Bidders are requested to provide details of all deviations, comments and observations or suggestions in the abovementioned format with seal and signature. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose.

NHB may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by NHB will not entitle the Bidder to submit a revised Bid.

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Annexure - IV

**UNDERTAKING OF EMPANELMENT
(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 we are RBI, RO , New Delhi /SBI empaneled contractor in the following category:
..... . This empanelment is valid as on last
date of RFP & we are fully competent to undertake and successfully deliver the scope of services as
mentioned in the RFP.

**Self-attested copy of empanelment certificate under the trade “Modular Workstation Furniture”
for a work value of Rs. 10 lakhs and above, issued by RBI, New Delhi/SBI in this regard is attached
herewith.**

Sincerely,

<Signature> <Company Seal>

Name:

Designation:

Name and Address of Company:

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Annexure -V

Commercial Bid Covering Letter

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

Dear Sir,

Commercial Bid : Supply and installation of Modular workstation furniture Items

We, the undersigned, offer to provide furniture items as detailed in Scope of Work of this RFP in accordance with your Request for Proposal [_____Insert RFP Number] dated [_____], and our Proposals (Technical and 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.

Our Commercial Proposal shall be binding upon us, subject to the modifications resulting from contract discussions, up to expiration of the validity period of the Proposal i.e. Six month from date of opening of Commercial Bid.

Yours faithfully,

.....

Signature

Name

Address

(Authorised Signatory)

Date:

Confidential

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Annexure -VI

Commercial Bid Format

The structure of the Bidder's commercial response to this RFP must be as per following order. The Commercial Bid Response must be submitted with Commercial Bid covering letter, format of which is given at the end this section.

Table 5

S.N	Item	Make	Unit Rate in figure	Unit Rate in words
1	L Shape workstations with Chairs :			
1.a	L Shape workstations Staff Workstation on sharing based Partitions size: 1500mm X 1350mm X 1200mmH: Supply and installing Modular Workstation each unit in sharing module of size as specified above including pedestal, key board try, cpu with tile based partition of 50/60mm thick of height 1680mm with skirting height of 100mm including M10x 50mm leveler and have 42mm clear space between two tiles for wire management facilities. The basic framework is made up of Aluminium with thickness of 1.3mm. Vertical & Horizontal rail is made up of 1.2mm thick of aluminium extrusion. Cover Section (Raceways) is made up of 0.8mm thick CRCA steel/ Aluminium Extrusion. All steel parts shall be aluminum parts shall be minimum 40-45micros. Lower Module finish shall be Laminate and Upper Module shall be Fabric. One Magnetic Pinup Tile specifications- Laminated Tile-Made of 9mm Prelaminated Particle Board, Edges sealed with black primer, Fabric tile made of 9mm Particle board wrapped			

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S.N	Item	Make	Unit Rate in figure	Unit Rate in words
	with fabric. Magnetic pinup tile made of 0.8mm CRCA wrapped with fabric. One Free standing pedestal is provided of size 400(L) X 450(D) X 680(H)mm with 3 drawer(2 Box + 1 filling) configuration in 18mm Prelaminated board body and facia, incl central locking, as per approved shades. All the exposed edges is sealed with machined pressed PVC lipping of Rehau make of 1mm – 2mm thickness. All 3 drawers is fitted with telescopic channels, Inside of drawer is metal power coated. Handles of the pedestals shall be in stainless steel finish. Levellers is provided having adjustment up to 15mmm Keyboard Tray is made of 0.8mm CRCA sheet duly power coated with 40-45 microns. CPU trolley is made of 0.8mm CRCA sheet duly power coated with 40-45 microns. Overhead Storages: <Made of 18mm prelam particle board with size: 400mmH X 400mmD X 600mmW and 900mmW. 2nos overhead storages is considered for per workstation.			
1.b	Chair for Manager: SEAT/BACK ASSEMBLY:- The seat are made up of 1.2 cm thick hot pressed plywood, upholstered with fabric and moulded polyurethane foam together with moulded seat and back covers. Themesh back is designed with contoured lumbar support for extra comfort. (HIGH BACK) SIZE: 50.0cm (W) X 55-60cm (H). SEAT SIZE: 50.0cm (W) X 46.0cm (D).			

Request for Proposal: Supply and installation of Modular workstation Furniture Items: National Housing Bank

S.N	Item	Make	Unit Rate in figure	Unit Rate in words
	POLYURETHANE FOAM: The Polyurethane foam is moulded with density = 45 +/-2kg/m³ and Hardness = 20 +/-2 on Hampden machine at 25% compression. SEAT COVER: The seat cover is injection moulded in black co-polymer polypropylene and back cover is vacuum formed from ABS sheets. ARMRESTS: The adjustable armrests made of black integral skin PU arms. The armrests are scratch and weather resistant. The armrests are fitted to the seat with seat/armrest connecting strip assembly made of 0.5cm. thk. HR steel. CENTRE PIVOT MECHANISM The center pivot mechanism is designed with the following features: 360 revolving type. 17° maximum tilt on pivot at center. Tilt tension adjustment. Upright locking. TELESCOPIC BELLOW ASSEMBLY: The bellow is 3 piece telescopic type and injection moulded in black polypropylene. PEDESTAL ASSEMBLY: The pedestal is made of HR steel and fitted with 5 nos. twin wheel castors (castor wheel dia. 5.0cm.) The pedestal is covered with a P.P moulded cladding for modern and aesthetic looks. The pedestal is 65.0cm. Pitch-center dia. (75.0cm with castors). TWIN WHEEL CASTORS: The twin wheel castors are injection moulded in 30% Glass Filled black Nylon.			
2	MEDBACK CHAIR & Linear Workstations			
2.a	Medback Chair: Providing and Supplying of			

Request for Proposal: Supply and installation of Modular workstation Furniture Items: National Housing Bank

S.N	Item	Make	Unit Rate in figure	Unit Rate in words
	Medium back chairs having seat size minimum 48cm (W) x 46 (D) and Back size shall be 50cm X 45cm W, the seat are made up of 1.2cm thick hot-pressed ply wood, upholstered with fabric and moulded polyurethane foam. The Polyurethane foam is moulded with density = 45+/-2 kg/3 and Hardness + 20+/-2 on Hampden machine at 25% compression. Back is made up of Nylon Mesh with Lumber support, ARMRESTS (Adjustable) the one piece armrest made of black integral skin with 50-70 shore hardness and reinforced with M S insert, the armrests are fitted to the seat with powder coated armrest brackets made of 0.5cm thick H R steel. The chair is provided with Synchro knee tilt with multi angle Locking Mechanism having 360* swivel mechanism The Pneumatic height adjustment has an adjustment stock of 9.0cm, the bellow is 3- pieces telescopic type and is injection moulded in back polypropylene. The pedestal is five prong Nylon fitted with 5 no s twin wheel castors, the pedestal is 66.0cm, pitch Centre dia (76.0 cm with castors) the twin wheel castor are Nylon as per manufactures specifications, drawing & direction of engineer in charge, the above furniture should be as per specification and sample approved by client.			
2.b	Linear Workstations Supply and installation of Linear workstation of size 1680mmH x 1200mmW			

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S.N	Item	Make	Unit Rate in figure	Unit Rate in words
	x 600mm size with Tile based partition of 50/60mm thick of height 1200mm with skirting height of 100mm including M10 X 50mm leveler and have 42mm clear space between two tiles for wire management facilities. The basic framework is made up of Aluminum with thickness of 1.3mm vertical & Horizontal rail is made up of 1.2mm thick of aluminum extrusions. Cover section (Raceways) is made up of 0.8mm thick CRCA steel/aluminum Extrusion. All steel parts shall be pretreated for seven stage anti-corrosion treatment followed by epoxy powder coating. The thickness of the powder coating for all the steel and aluminum parts shall be minimum 40-45 microns. Lower Module Finish shall be Laminate and Upper Module shall be Fabric. One Magnetic Pinup Tile specifications- Laminated Tile-Made of 9mm prelaminated Particle Board, Edges sealed with black primer, Fabric tile made of 9mm Particle board wrapped with fabric, Magnetic pinup tile made of 0.8mm CRCA wrapped with fabric. In 50/60mm partition based system, Table: worktop made of prelaminated particle board of approved shade with PVC edge binding supported with prelaminated gable ends. One Free standing pedestal is provided of size 400(L) x 450(D) x 680(H) mm with 3drawer (2Box + 1 Filling) configuration in 18mm Prelaminated board body			

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S.N	Item	Make	Unit Rate in figure	Unit Rate in words
	and facia, incl central locking, as per approved shades. All the exposed edges is sealed with machined pressed PVC lipping of Rehau make of 1mm-2mm thickness. All 3 drawers is fitted with telescopic channels, Inside of drawer is mental powder			
3	DGM Cabin Furniture with Chairs			
3.a	DGM Table:- Providing and supplying main table of size 1800WX750DX750H and side table of size; 900LX X 675H X 450D & back unit of size 75W X 675(H) X 450D 3nos including one pedestal, keyboard tray & CPU Trolley. Main Table Top is made up of 30mm thick (18mm prelaminated parcticle board + 12MM MDF profile wrapped) with melamine coating and 2mm edge binding. Silver profile wrapped trim to give waterfall edge to table top in Vermont. Gable ends or sides of table are made of 25mm tick prelaminated particle board with melamine finish with 2mm edge banding modesty of apron is made of 18mm prelaminated particle board with 2mm edge banding in Vermont having designer aluminum profile Side unit is made of 18mm thick MDF pvc foiled with 2 Book + 1 File drawer unit with central locking provision, 2 shutter cabinet with locking provision. The above furniture should be as per specification and sample approved by client.			

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S.N	Item	Make	Unit Rate in figure	Unit Rate in words
	Pedestal: - of size 420Wx45Dx650H is made of 18mm thick MDF pvc foiled with 2 Book + 1 File drawer unit with central locking provision Back Storage: - back unit of 750Lx450Dx685H with 3nos medium height storages is made of 18mm MDF pvc foiled with 2 shutter cabinet with 2 shelf. Shutter are lockable.			
3.b	High Back Chair for DGM: Providing and Supplying High Back chairs. SEAT /BACK ASSEMBLY: The seat/back are made up of 1.2CM thick hot pressed plywood, upholstered with Leatherite and moulded Polyutethane foam together. The back foam is designed with contoured lumbar support for extra comfort. (HIGH BACK) SIZE: 50.0cm. (W) X 70.0cm (H). SEAT SIZE: 50.0cm (W) X 48.0cm (D). POLYURETHANE FOAM: The Polyurethane foam is moulded with density = 45 +/-2 kg/m3 and Hardness = 20 +/-2 on Hampden machine at 25% compression. ARMRESTS: The one-piece armrests is soft PU arms in leatherite finish. The armrests are scratch and weather resistant. The chair is provided with synchro knee tilt with multi angle Locking Mechanism having 360° swivel mechanism. The pneumatic height adjustment has an adjustment stroke of 9.0 cm. The bellow is 3-piece telescopic type and is injection moulded in black			

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S.N	Item	Make	Unit Rate in figure	Unit Rate in words
	Polypropylene. The pedestal is five prong metallic silver finish fitted with 5 nos twin wheel castors. The pedestal is 66.0cm. Pitch center moulded in black Polypropylene. The pedestal is five prong metallic silver finish fitted with 5 nos twin wheel castors. The pedestal is 66.0cm. Pitch center.			
3.c	Visitor chairs for DGM: Providing and supplying high back chairs: Eat/Bck Assembly: The Seat/Back are made are up 12 mmcm thick hot pressed plywood, upholstered with fabric and moulded Polyurethane foam together with moulded seat and back covers. Themesh back is designed with contoured lumbar support for extra comfort. (HIGH BACK) SIZE: 50.0cm (W) X 55-60cm (H). SEAT SIZE: 50.0cm (W) X 46.0cm (D). POLYURETHANE FOAM: The Polyurethane foam is moulded with density = 45 +/-2 kg/33 Hardness = 20 +/-2 on Hampden machine at 25% compression. SEAT COVERS: The seat cover is injection moulded in black co-polymer polypropylene and back cover is vacuum formed from ABS sheets. ARMRESTS: The adjustable armrests made of black integral skin PU arms. The armrests are scratch and weather resistant. The armrests are fitted to the seat with seat/armrest connecting strip assembly made of 0.5cm. thk. HR steek. CENTRE PIVOT MECHANISM the center pivot mechanism is designed with following			

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S.N	Item	Make	Unit Rate in figure	Unit Rate in words
	features: 360 revolving type. 17° maximum tilt of pivot at center. Tilt tension adjustment. Upright locking. TELESCOPIC BELLOW ASSEMBLY: The bellow is 3 piece telescopic type and injection moulded in black Polypropylene. PEDESTAL ASSEMBLY: The pedestal is made of HR steel and fitted.			
	TOTAL COST (Z =1.a+1.b+2.a+2.b+3.a+3.b+3.c)			

Bidders are requested to note the following:

- **Eligible Bidder quoting lowest TOTAL COST i.e. Z in Table 5 : Annexure VI shall be selected for supply and installation of Modular Workstation furniture items.**
- The total number of quantities as mentioned in Table 1 are provisional and it may be increased/decreased depending upon actual requirement of the Bank. As quoted rates mentioned in Table 5 shall be valid for six month from the date of opening of Commercial bid , Bidder shall supply items ordered during this validity period at the quoted rate mentioned in Table 5.
- All the details must be provided as per format. Incomplete formats will result in rejection of the proposal.
- All the quoted costs must include all applicable taxes, charges and other levies.
- All the rates must be quoted in INR.
- The prices in any form or by any reasons should not be disclosed in the technical or other parts of the Bid except in the commercial Bid. Failure to do so will make the Bid liable to be rejected.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Confidential

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Annexure – VII

[To be submitted along with Technical Bid]

**ECS MANDATE
FORM FOR PROVIDING DETAILS OF BANK ACCOUNT FOR CREDIT OF PAYMENT
FROM NATIONAL HOUSING BANK
(Please fill in the information in CAPITAL LETTERS)**

1. Name of the Bidder _____

2. Address of the Bidder _____

City: _____ Pin Code: _____

E-mail id: _____

Phone /Mobile No. _____

Permanent Account Number (PAN) _____

GST Registration No. _____

TIN No. _____

3. Particulars of Bank Account

A. Name of Account same as in the Bank: _____

B. Name of the Bank: _____

C. Name of the Branch: _____

D. Address of the Branch with Tel No. _____

E. Account No. (appearing in Cheque book): _____

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

G. MICR No. _____

H. IFSC Code of the Bank Branch: _____

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

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

Confidential

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

Place:

Date: Authorized Signatory/ies

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

Bank’s Stamp:

Date:

Signature of the Authorized Official of the bank

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Annexure VIII

Resolution Matrix

We declare that we will adhere to following resolution matrix during our service contract period with NHB:

Level	Name	Designation	Contact details
First Level			
Second level			
Third Level			

Authorized Signatories

(Name & Designation, seal of the company)

Date:

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Annexure IX

Pre Contract Integrity Pact

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

This pre-bid/pre-contract Agreement (hereinafter called "**this Integrity Pact**") between, the National Housing Bank, a bank established under the provisions of the National Housing Bank Act, 1987 having its Head Office at Core 5A, India Habitat Centre, Lodhi Road, New Delhi-110003 represented through Shri/Ms _____, (Designation) (hereinafter called "NHB", which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the First Part

AND

M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "Bidder" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

*(The party of the First Part and the party of the Second Part are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**")*

WHEREAS NHB proposes to procure _____ (name of the items/services) as mentioned in the RFP No. _____ ("RFP") and the Bidder is willing to offer/has offered _____ (name of the items/services) as desired by NHB in terms of the RFP;

WHEREAS the Bidder is a private company/public company/Government undertaking/ partnership/registered export agency, constituted in accordance with the relevant law in the matter and NHB is a statutory body established under the Act of Parliament;

WHEREAS to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

- (i) enabling NHB to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- (ii) enabling Bidders to abstain from bribing or indulging in any corrupt practice in

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order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and NHB will commit to prevent corruption, in any form, by its officials by following transparent procedures.

AND WHEREAS the Parties hereto hereby agree to enter into this Integrity Pact on the terms and conditions mentioned hereinafter.

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

1. Commitments of NHB

- 1.1** NHB undertakes that no official of NHB, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.
- 1.2** NHB will, during the pre-contract stage, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 1.3** All the officials of NHB will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.** In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to NHB with full and verifiable facts and the same is prima facie found to be correct by NHB, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by NHB and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by NHB the proceeding under the contract would not be stalled.

3. Commitments of Bidders

- 3.1** Compliance of the Instructions of GOI/Guidelines of CVC/Others: The Bidder undertakes that in case of its selection as the successful Bidder, it shall perform its

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duties under the Contract in strict compliance of the relevant and extant instructions of Government of India, GFR issued by Ministry of Finance, Guidelines of CVC and provisions of the Procurement Manual/relevant instructions of NHB, as applicable to the subject matter.

- 3.2** The Bidder represents that it has the expertise to undertake the assignment/contract and also has the capability to deliver efficient and effective advice/services to NHB under the contract in terms of the RFP.
- 3.3** The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- (a) The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NHB, connected directly or indirectly with the Bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the Bidding, evaluation, contracting and implementation of the contract.
 - (b) The Bidder has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NHB or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
 - (c)* The Bidder shall disclose the name and address of its agents and representatives including its foreign principals or associates.
 - (d)* The Bidder shall disclose the payments to be made by it to agents/brokers or any other intermediary, in connection with this Bid/contract.
 - (e)* The Bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to NHB or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect or any such intercession, facilitation or recommendation.
 - (f) The Bidder, either while presenting the Bid or during pre-contract negotiations

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or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of NHB or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- (g) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- (h) The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- (i) The Bidder shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by NHB as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- (j) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (k) The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- (l) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly is a relative of any of the officers of NHB or alternatively, if any relative of an officer of NHB has financial interest/stake in the Bidders firm, the same shall be disclosed by the Bidder at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- (m) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of NHB.
- (n) The Bidders shall disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (o) The Bidder has not entered into any undisclosed agreement or understanding with other Bidders with respect of prices, specifications, certifications, subsidiary contracts, etc.

3.4 The Bidder undertakes and affirms that it shall take all measures necessary to prevent any possible conflict of interest and in particular commit itself to the following:

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- (a) The Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of NHB, while rendering any advice or service.
- (b) The Bidder shall act/perform, at all times, in the interest of NHB and render any advice/service with highest standard of professional integrity.
- (c) The Bidder undertakes that in case of its selection as the successful Bidder, it shall provide professional, objective, and impartial advice and at all times and shall hold NHB's interests paramount, without any consideration for future work, and that in providing advice it shall avoid conflicts with other assignments and its own interests.
- (d) The Bidder declares/affirms that it has not been hired by NHB for any assignment that would be in conflict with its prior or current obligations to other employers/buyers, or that may place it in a position of being unable to carry out the assignment/contract in the best interest of NHB. Without limitation on the generality of the foregoing, the Bidder further declares/affirms as set forth below:
 - (i) **Conflict between consulting activities and procurement of goods, works or non-consulting services (i.e. services other than consulting services)** - The Bidder has not been engaged by NHB to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the Bidder. The Bidder is fully aware that it shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Further, the Bidder is also aware of the fact that in case it has been hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services) resulting from or directly related to the consulting services for such preparation or implementation.

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

- (ii) **Conflict among consulting assignments** - The Bidder understands that neither Bidder (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under

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common control with the firm, shall be hired for the assignment that, by its nature, may be in conflict with another assignment of the Bidder. *As an example, Bidders assisting NHB in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, Bidders hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.*

- (iii) **Relationship with NHB's staff** – The Bidder is aware that the contract may not be awarded to the Bidder in case it is observed that it, including its experts and other personnel, and sub-consultants, has/have a close business or family relationship with a professional staff of NHB (or of the project implementing agency) who are directly or indirectly involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract; or (iii) the supervision of such contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to NHB throughout the selection process and the execution of the contract.
- (iv) **A Bidder shall submit only one proposal either individually or as a joint venture partner in another proposal:** If the Bidder, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

4. Previous Transgression

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

5. Accountability

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- 5.1** The Bidder undertakes that in case of its selection as the successful Bidder and assignment of the contract to the Bidder, it shall be accountable for the advice/supply made/to be made and/or for any service rendered/to be rendered by it to NHB, keeping in view norms of ethical business, professionalism and the fact that such advice / services to be rendered by it for a consideration.
- 5.2** The Bidder shall be accountable in case of improper discharge of contractual obligations and/or any deviant conduct by the Bidder.

6. Personal Liability

The Bidder understands that in case of its selection as the successful Bidder, the Bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. The Bidder shall be liable to NHB for any violation of this Integrity Pact as per the applicable law, besides being liable to NHB as may be provided under the contract to be executed.

7. Transparency and Competitiveness

The Bidder undertakes that in case of its selection as the successful Bidder, it shall keep in view transparency, competitiveness, economy, efficiency and equal opportunity to all prospective tenderers/Bidders, while rendering any advice/service to NHB, in regard with matters related to selection of technology and determination of design and specifications of the subject matter, Bid eligibility criteria and Bid evaluation criteria, mode of tendering, tender notification, etc.

8. Co-operation in the Processes:

The Bidder shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of contractual obligations by the Bidder.

9. Sanctions for Violations

- 9.1** Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle NHB to take all or any one of the following actions, whenever required:

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- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However the proceedings with the other Bidder(S) would continue.
- (ii) The Earnest Money Deposit (in per-contract stage) and / or Security Deposit /Performance Bond/PBG (after the contract is signed) shall stand forfeited either fully or partially, as decided by NHB and NHB shall not be required to assign any reason therefor.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by NHB, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from NHB in connection with any other contract, such outstanding payment could also be utilized and appropriated by NHB to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments already made by NHB, along with interest.
- (vi) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to NHB resulting from such cancellation /rescission and NHB shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (vii) To debar the Bidder from participating in future Bidding process of NHB for a minimum period of five year which may be further extended at the discretion of NHB.
- (viii) To recover all sums paid in violation of this Integrity Pact by Bidder(S) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by NHB with the Bidder, the same shall not be opened.
- (x) Forfeiture of Performance Bond/PBG in case of a decision by NHB to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.

9.2 NHB will be entitled to take all or any the actions mentioned at para 10.1(i) to (x) of this Integrity Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of

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an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention or Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 9.3** The decision of NHB to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Integrity Pact.

10. Fall Clause:

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

11. Disqualification & Forfeiture of EMD/PBG etc

The Bidder(s) agree(s) that:

- (a)** Prior to award of contract or during execution of the contract, if the Bidder (s) has/have committed any transgression/breach of this Integrity Pact, NHB is entitled to disqualify the Bidder(s) from the tendering process/terminate the contract.
- (b)** If NHB disqualifies the Bidders(s) from the tendering process prior to award of contract under clause (a) above, NHB is entitled to demand and recover the damages equivalent to the EMD and in such event, the EMD shall be forfeited.
- (c)** After selection of the successful Bidder and/or during execution of the contract, any breach/violation by the successful Bidder of this Integrity Pact under clause (a) above shall entail forfeiture of performance bond/Performance Bank Guarantee (PBG).

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- (d) It is agreed that the decision of NHB regarding forfeiture of EMD/performance bonds/ PBG shall be final and binding.

12. Independent External Monitors:

- 12.1 NHB has appointed Shri Kishore Kr Sansi (email id kishoresansi1@gmail.com) and Shri Rakesh Rewari (email id r_rewari@yahoo.com) as independent external monitors (hereinafter referred to as “the Monitors”) for this Integrity Pact in consultation with the Central Vigilance Commission.
- 12.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- 12.3 The Monitors shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.
- 12.4 Both the Parties accept that the Monitors have the right to access all the documents relating to the project procurement including minutes of meeting.
- 12.5 As soon as the Monitor notices, or has reason to believe a violation of this Integrity Pact, he will so inform the Authority designated by NHB.
- 12.6 The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of NHB including that provided by the Bidder. The Bidder will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents (s) of the Bidder/sub-contractor with confidentiality.
- 12.7 NHB will provide to the Monitor sufficient information about all meetings among the Parties related to the project provided such meeting could have an impact on the contractual relations between the Parties. The Parties will offer to the Monitor the option to participate in such meeting.
- 12.8 The Monitor will submit a written report to the designated Authority of NHB within 8 to 10 weeks from the date of reference or intimation to him by NHB/Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

13. Facilitation of Investigation:

In case of any allegation of violation of any provision to this Integrity Pact or payment of commission, NHB or its agencies shall be entitled to examine all the documents including the Books of Accounting of the Bidder and the Bidder shall

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provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

14. Law and Place of Jurisdiction:

This Integrity Pact is subject to Indian Law. Any dispute arising out of this shall be subject the jurisdictions of the Courts at New Delhi.

15. Other Legal Action:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings. However, the Parties shall not approach the Courts of Law while representing the matters to the Monitor/s and shall await the decision of the Monitor/s in the matter.

16. Validity:

- 16.1** The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both NHB and the Bidder, including warranty period, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six month from the date of the signing of this Integrity Pact.
- 16.2** Should one or several provisions of this Integrity Pact turn out or be invalid, the remainder of this Integrity Pact shall remain valid. In this case the Parties will strive to come to an agreement to their original intentions.

The Parties hereto sign this Integrity Pact on the day, month and year and at the place mentioned herein below.

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For National Housing Bank (Authorised Signatory) Place: Date: <u>Witness</u> 1. _____ _____ (Name & Address) 2. _____ _____ (Name & Address)	For Bidder (Authorised Signatory) Place: Date: <u>Witness</u> 1. _____ _____ (Name & Address) 2. _____ _____ (Name & Address)
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Request for Proposal: Supply and installation of Modular workstation Furniture Items: National Housing Bank

Annexure X

(Format of Bank Guarantee)

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

To
National Housing Bank

In consideration of the National Housing Bank (hereinafter referred to as "NHB", which expression shall, unless repugnant to the context or meaning, thereof include its successors, representatives and assignees), having awarded in favour of M/s. _____ having its registered office at _____ (hereinafter referred to as "the supplier", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees), a contract to provide _____ on terms and conditions set out in the Request for Proposal dated..... ("the RFP"), and the supplier having agreed to provide a Performance Bank Guarantee for the faithful performance of the services as per the terms of the "Contract" including the warranty obligations /liabilities under the contract of equivalent value amounting to _____ (Rupees _____ Only), which is ___ % of the value of the Contract, to NHB in the form of a bank guarantee,

We, _____ (Name) _____ (Address) (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees) at the request of the Consultant do hereby irrevocably guarantee for an amount of Rs. _____ (Rupees. _____) and undertake to pay NHB the guaranteed amount merely on demand, without any previous notice from NHB, without any demur or protest and without referring to any other source, any and all monies payable by the Consultant by reason of any breach by the said Consultant of any of the terms and conditions of the said Contract including non-execution of the Contract at any time till _____ (day /month/ year). Any such demand made by NHB on the Bank shall be conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority by and between the Consultant and NHB. The Bank agrees that the guarantee herein contained shall continue to be enforceable till the sum due to NHB is fully paid and claims satisfied or till NHB discharges this Guarantee.

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NHB shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time of performance by the Consultant. The Bank shall not be released from its liabilities under these presents by any exercise of NHB of the liberty with reference to the matter aforesaid.

NHB shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between NHB and the Consultant or any other course or remedy or security available to NHB and the Bank shall not be released of its obligations/ liabilities under these presents by any exercise by NHB of his liberty with reference to the matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on part of NHB or any other indulgence shown by NHB or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee. The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of NHB in writing.

The Bank further agrees that the decision of NHB as to the failure on the part of the Consultant to fulfil their obligations as aforesaid and/or as to the amount payable by the Bank to NHB hereunder shall be final, conclusive and binding on the Bank.

The Bank also agrees that NHB shall be entitled at his option to enforce this guarantee against the Bank as a principal debtor, in the first instance notwithstanding any other security or guarantee that it may have in relation to the Consultant's liabilities.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

Notwithstanding anything contained herein:

(a) our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____ in words);

(b) this bank guarantee shall be valid up to _____; and

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(c) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____.

(Signature)

Designation/Staff Code No.

Bank's seal

Attorney as per power of Attorney No. Dated

XXXXXX END XXXXXX