

**REQUEST FOR PROPOSAL (RFP)  
FOR  
DESIGNING, FORMATTING & PRINTING  
OF  
ANNUAL REPORT 2021-22**



**Corporate Communication Cell  
Head Office, National Housing Bank  
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New Delhi - 110 003**

**REQUEST FOR PROPOSAL (RFP) FOR DESIGNING, FORMATTING & PRINTING OF ANNUAL REPORT 2021-22**

**GLOSSARY**

<b>Abbreviation</b>	<b>Description</b>
CVC	Central Vigilance Commission
GeM	Government e-Marketplace
GST	Goods and Services Tax
GSTIN	Goods and Services Tax Identification Number
NHB	National Housing Bank
PAN	Permanent Account Number
PSB	Public Sector Bank
PSU	Public Sector Unit
FI	Financial Institution
RFP	Request for Proposal
TAN	Tax Deduction Account Number
TEPC	Technical Evaluation and Processing Committee
TDS	Tax Deducted at Source
TOR	Terms of Reference

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

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<b>1. <u>IMPORTANT BID DETAILS</u></b>		
1.	Date of commencement of Bidding	01-08-2022
2.	Last date and time for receipt of Bidding Documents	As per GeM
3.	Date & Time of Pre Bid Meeting	03-08-2022 at 04:00 P.M
4.	Date and Time of Technical Bid Opening	As per GeM
5.	Technical Presentation by Bidders	A date and time will be indicated for bidders to make presentation on their technical bid. The agencies will be invited to make a presentation via video conference/physically.
6.	Contact Person for any clarifications	Ms. Prama Basu, Manager., NHB Landline: 011-3918-7200 Mob - 9958333158; e-mail: <a href="mailto:prama.basu@nhb.org.in">prama.basu@nhb.org.in</a>  Sh. Tushar Kumar, Deputy Manager, NHB Landline: 011-3918-7316 Mob- 9647633667; e-mail: <a href="mailto:tushar.kumar@nhb.org.in">tushar.kumar@nhb.org.in</a>
7.	Mode of Submission on Bid	Online through Government e-Marketplace (GeM) Portal
8.	Vendor's Authorized Person Details	Vendor's Name: Authorized Person's Name: Authorization Document Reference: Designation & Contact Details of Authorized Person including email and Mobile Number:

Note:- The link for joining the Pre-Bid Meeting will be published on the Bank's website prior to the date of meeting.

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## **2. National Housing Bank**

National Housing Bank (NHB), a statutory institution, 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 supervise the activities of housing finance companies based on regulatory and supervisory authority derived under the Act.
  - To encourage augmentation of supply of buildable land for housing and to upgrade the housing stock in the country.
  - To encourage public agencies to emerge as facilitators and suppliers of serviced land, for housing.
- b. The Head Office of NHB is located in New Delhi and Regional Offices located at Mumbai, Kolkata, Hyderabad, Bengaluru & New Delhi. It has Regional Representative Offices located at Chennai, Bhopal, Lucknow, Guwahati and Ahmedabad.

## **3. PURPOSE**

National Housing Bank (hereinafter referred to as NHB) with Head Office at New Delhi is requesting proposal from the vendors (who have office/s in Delhi/NCR) Designing, Formatting & Printing of Annual Report 2021-22.

## **4. SCOPE OF WORK**

### **4.1 Tender Objective**

The purpose behind issuing this RFP is to invite technical and commercial bids through Government E Marketplace for Designing, formatting & Printing of Annual Report, 2021-22.

### **4.2 Project Scope**

The successful bidders/applicants (hereinafter called “Vendors” unless otherwise stated) shall be required to perform the following tasks/activities:

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- *Annual\_Report:* Theme based designing, formatting & printing

The contents of Annual Report shall be provided by the NHB. The design and content will be developed in collaboration with the NHB. The NHB will own the report and will have all copyrights thereto.

- The scope of designing & developing of report includes all pre-printing work, based on the text and figures provided by NHB. The selected bidder will be responsible for editing and design, incorporating the corrections/changes suggested by NHB and, after approval by NHB, final printing of the Annual Report.

**4.3 The Scope for the Annual Report, 2021-22:**

<b>Standard Operating Procedure</b>	
Size (Annual Report)	8" x 11"
Theme and Cover Design	Theme and Cover Design of the Annual Report must be designed and conceptualized in a way that will explain NHB's functions viz. Supervision, Financing and Promotion and Development. It may also encompass the theme of ' <i>Affordable Housing with special emphasis on Green Housing under Azadi Ka Amrit Mahotsav</i> ' through appropriate designs and concepts with continuity throughout the Annual Report.
Cover page (Specification)	300 GSM, Indian ART Paper with matt finish, Further, UV Spot Lamination on Cover Page
Inside pages (Specification)	100 GSM, Indian ART Paper
Inside pages (Designing)	In tune with theme and content of the Report.
Printing	Multi-color printing
Approximate number of pages	300 (+) or (-) plus Cover page
Extra pages	Rate per extra page would be calculated as per average cost per page
Font Size	As per previous year's Annual Report (same is available on <a href="http://www.nhb.org.in">www.nhb.org.in</a> ) -Sanserif or Serif Family. Printer may suggest based on layout Headings/Subheadings and Text can have a size difference and spacing of 1.5 cm can be

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	followed.
Number of Hard Copies	350 copies ( <i>in bilingual</i> ) + a Searchable PDF version of the report for uploading on NHB's website. + Creating a Flip Book highlighting the main features of the Report
Binding	Perfect Binding
Printing Duration	5 days after approval of final version
Other terms & conditions:	<ol style="list-style-type: none"> <li>1) Quoted price shall include Designing cover &amp; inside pages, layout, making tables, pie charts and figures, incorporating changes/corrections given by NHB, proof-reading of the entire publication, cost of formatting, page setting and designing, NHB will provide translated version of Hindi edition, design adaptation, following the English layout, modification/ updation of the Content.</li> <li>2) Color, font, and font size should be uniform.</li> <li>3) Tables, Charts, Boxes, Graphs, etc. must be segregated, sequenced and formatted uniformly with Index. Further page spacing and layout will be the responsibility of the Printer.</li> <li>4) Raw Content will be provided by the NHB to the selected vendor.</li> <li>5) The improvements required if any, must be carried out by the vendor. The vendors will be given maximum 2 days to carry out changes after proof reading.</li> <li>6) The vendor shall send a designer/operator (preferably a person from the team who will be present during the Technical evaluation) with at least 3years of experience to sit at NHB Head Office and carry out proof-reading and other design changes after receipt of the 1st Draft Copy of the Report and while changes are being carried out in the final stage till the Report is finalized.</li> </ol>

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	<p>7) Proof reading, spelling mistakes and alignment issues will be the responsibility of the vendor ₹20.00 will be deducted per spelling mistake and ₹50.00 for alignment issues per paragraph/graph/table/chart.</p> <p>8) No imported paper to be used in accordance with the circular of DFS, MoF.</p> <p>9) A digital pdf file (searchable) is required. An E Book highlighting the main features of the Annual Report to be provided (Sample of the e-book may be found on <a href="http://www.nhb.org.in">www.nhb.org.in</a> under Publications).</p> <p>10) In case of delay or non-adherence of quality to the satisfaction of NHB, the Bank reserves the right to cancel the printing job/order. In such an event no payment shall be made to the Agency.</p> <p>11) NHB reserves the right to deduct the bill amount of up to 10% if the material is delivered with delay.</p> <p>Interested Agency may submit its quotation together with Cover Design vide GEM as per closing date of bid. Quotation received after mentioned date and time will be rejected without any further communication. Interested Agency has to make a presentation to the Committee for Technical Evaluation. Further, for any clarifications the vendor can check the website <a href="http://www.nhb.org.in">www.nhb.org.in</a>.</p> <p>The National Housing Bank reserves the right to accept or reject any quotation without assigning any reason.</p>
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Note:

- i. The bidders shall submit the bids and samples like cover design/s, materials, etc. in a closed cover to the contact person mentioned in the 'BID DETAILS', before the closure of date and time of the bid. The cover should be superscribed as "Bids (Technical & Financial), Samples and Supporting Materials for The Layout, Designing, Printing & Delivery of the Annual Report of the Bank for FY 2021-22". Covers received after the closure date and time will be rejected without any further communication. The Vendor must make a presentation to the Tender

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Evaluation & Pricing Committee (TEPC). For any update/clarification, the Vendor may refer and consult the website [www.nhb.org.in](http://www.nhb.org.in).

- ii. This RFP is not exhaustive in describing the functions, activities, responsibilities, and services for which the Vendor will be responsible. The bidder, by participation in this Bid Process, 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 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 the bidder's response to the same extent and in the same manner as if specifically described in this RFP and the bidder's response.

**4.4 The scope for the Reports in English:**

- Designing the cover & inside pages
- Editing all inside pages and ensuring standardization of text
- Creating a design template
- Copy-fitting and layout (Page spacing and page layout)
- Making tables, pie charts and figures
- Incorporating changes/corrections given by NHB
- Proof-reading the entire publication
- Printing of the Reports
- A Searchable PDF version of the report for uploading on NHB's website.
- An E Book highlighting the main features of the Report

**4.5 The scope for the Reports in Hindi:**

- NHB will provide translated and edited matter
- Design adaptation, following the English layout
- Alignment and formatting to be done by printer
- Proof reading by printer
- If any changes in English, then same to be carried out by printer in Hindi

**4.6 Time Schedule**

The maximum time frame for completing the assignment will be 5 days after approval of final version.

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#### **4.7 Competency and Expertise Requirements**

The Agency bidding for the job is expected to be highly qualified, skilled, and talented in the relative field with a vast experience of having carried out such assignments successfully. The Agency must have

- Prior experience in executing national-level projects on designing & development of contents which display demonstrated capacity to effectively undertake the task including clarity on methodology to be followed and nature and type of collaborations/ contracting.
- Team members with proven proficiency in similar designing & development.
- Necessary infrastructure facilities like writer, copywriter, Post- Production, Graphics, etc.
- The agency will provide a designer/ editor with an equipped system and at least 3 years of work experience in this field who will be sitting at NHB Head Office to make changes/iteration till the final OK to print is given by NHB
- The printer should preferably be on the panel of large PSUs/DFIs/FIs or Government of India
- The printer should have executed, in the last 24 months at least two quotations of similar nature with each of them amounting to ₹3 lakh or above
- The printer should have an experience of at least 3 years in the work of printing Annual Reports/Corporate reports containing text write-up, pocket charts of high quality, photographs, and statistical tables, etc., like Annual Reports of NHB.

#### **5. 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.

#### **6. Cost of Bid**

The bidder shall bear all the costs associated with the preparation and submission of bid and NHB will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

#### **7. Bid Document**

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bid Document. Submission of a bid not responsive to the Bidding Document in every respect will be at the bidder's risk and may result in the rejection of bid without any further reference to the bidder.

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## 8. Amendments to Bidding Documents

At any time prior to the last Date and Time for submission of bids, NHB may, for any reason, modify the Bid Document, by amendments, at the sole discretion of the NHB. All amendments will be intimated to all the bidders.

In order to provide prospective bidders a reasonable time to take the amendment if any, into account in preparing their bid, NHB may, at its discretion, extend the deadline for submission of bids.

## 9. Period of Validity

Bids shall remain valid for **Six Months (6 months)** from the date of bid opening prescribed by the NHB. A bid valid for shorter period shall be rejected by the NHB as non-responsive.

**Extension of Period of Validity:** - In exceptional circumstances, NHB reserves the right to extend the validity of the bid for a further period. 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.

## 10. Bid Currency

Prices shall be expressed in Indian Rupees (INR) only.

## 11. Bidding Process

The bidding process will be as per GeM. A pre bid meeting will be held. The technical bid shall not contain any pricing or commercial information otherwise the bid will be rejected.

The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized by him. All pages of the Bid shall be initialed by the person(s) signing the Bid.

The agencies will be invited to make a presentation via video conference/physically.

The bidders whose technical bids are found as qualified shall be short listed for commercial evaluation. All the technically short-listed bidders shall be separately notified in writing/mail.

## 12. Submission of Bids

Bids are to be submitted vide GeM. Supporting documents may be uploaded on GeM. **A technical evaluation as per Annexure will be held and then commercial bid will be opened.**

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**13. Last Date and Time for Submission of Bids**

The same will be as per GeM.

**14. Time Frame for The Bidding Process Is as Under:**

Last date of bid submission	As per GeM
Technical Bid Evaluation/Presentation	Qualified bidder shall be invited to make presentation either through On-line mode through Video Conference or Physical Presence at the Head Office of NHB at New Delhi. Date, Time, and Venue will be indicated to qualified bidder for making presentation on their technical bids submitted to National Housing Bank (NHB). The qualified bidder will be intimated either through NHB's website or through email regarding the presentation.
Date and time of Technical Bid opening	As per GeM
Date and time of Financial Bid opening	As per GeM

**15. Modifications and/or Withdrawal of Bids**

- Bids once submitted will be treated as final and no further correspondence will be entertained in the matter.
- No bid will be modified after the deadline for submission of bids.
- No bidder shall be allowed to withdraw the bid, if the bidder happens to be a successful bidder.

**16. Content of Documents to Be Submitted (to be considered as Minimum Eligibility Criteria)**

- i) Minimum Turnover criteria as per GEM
- ii) Performance Certificate from Govt. Organizations/PSUs/PSBs/FIs
- iii) Certificate of Incorporation
- iv) GST Registration Certificate
- v) PAN Card
- vi) Registered Office should be in Delhi - NCR
- vii) Qualification of the person to be deployed at NHB

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**17. Bid Opening and Evaluation**

NHB will open the bid online through GeM in the presence of bidders or Authorized Representatives of the bidders (successfully complied the Minimum Eligibility criteria) who are nominated to attend, at the time and date communicated, as mentioned at Sl. No. 6 of the "BID DETAILS" mentioned at Page 2. Vendors or Authorized Representatives of the Vendors shall make a presentation on the Technical Bid at the date and time on the venue communicated. Authorized Representatives shall submit the Authorization along with Identity Proof before the participation in the process. The bidders or their representatives who are present shall sign the register evidencing their attendance.

Bids are submitted by the bidders only after understanding and agreeing to the terms and conditions of this document. Only those bidders, who have qualified the technical criteria as per evaluation of the NHB, shall be short-listed for financial bid evaluation. NHB reserves the right to accept or reject any bid without assigning any reason thereof. Decision of NHB in this regard shall be final and binding on the bidders who have submitted the bids in this process.

**18. Evaluation Criteria for the Bidding Process**

The bids received from the vendors would be evaluated on the basis of their technical competencies. The technical competencies would be evaluated first and only the firms having the requisite qualifying technical score would be eligible for commercial evaluation.

**Note:**

- i. Bidders have to provide copies of supporting documents against each criterion mentioned above, without which bid may be rejected.
- ii. The selection process consists of two phases viz., 1) Technical Evaluation 2) Commercial Evaluation
- iii. The minimum qualification score for the Technical Bids would be 70 (cut-off marks) out of Total 100 marks (Including marks for presentation) and only the bids getting score more than cut off marks will qualify for commercial evaluation.
- iv. Evaluation Criteria proposed to be adopted would be based on Least Cost method. The technical evaluation would be qualifying in nature.

**18.1 Criteria and Point system for the evaluation of the bids (Annual Report of the Bank) are as under:**

Qualities	Max Marks	Marks Obtained
Cover Design (Minimum 3 Samples)	20	
Art and Design (First page	30	

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of each chapter to be in line with the theme prescribed)		
Flow of Concept	15	
Originality of idea	15	
Presentation	20	
<b>Total Marks</b>	<b>100</b>	

- ❖ Bidders who qualify in the technical bid, only their financial bid will be opened. NHB may inform the agencies which are selected in the 1<sup>st</sup> Stage without disclosing Marks obtained by them.

### 19. Financial Bid

Only firms successfully qualifying the requisite criteria of the Technical Bid process would be considered eligible for the Financial Bid Round.

*•Please note that the NHB reserves the right to revise the evaluation criteria, methodology, distribution points and weightages; if it finds it necessary to do so.*

### 20. Commercial Terms and Conditions

- The Price quoted by the Bidder should include all expenses associated with completion of the scope of work.
- The price should be inclusive of GST and exclude the applicable taxes and associated levies which will be taken at actuals on the date of payment of invoices.
- Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.

### 21. Clarifications of Bids

To assist in the examination, evaluation and comparison of bids the NHB may, at its discretion, ask the bidder for clarification and response shall be in writing.

### 22. Preliminary Examination

The NHB will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information has been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

The bid determined as not in order as per the specifications will be rejected by the NHB.

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**23. Informal Approach to NHB's Personnel**

Any effort by bidder to influence the NHB in the NHB's bid evaluation, bid comparison or contract award decision may result in the rejection of the bidder's bid. NHB's decision will be final and without prejudice and will be binding on all parties.

**24. NHB's Right to Accept or Reject Any Bid or All Bids**

NHB reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the NHB's action.

**25. Termination, Penalty Clause**

**A. Termination Clause**

NHB reserves its right to terminate the contract partially or fully in the event of one or more of the following situations:

- i. Bidder fails to perform obligation(s) under the contract.
- ii. The NHB, at its discretion, may terminate the contract by giving written notice to the bidder if the bidder fails to complete the task within the stipulated time, due to any reason.
- iii. The NHB may, at any time terminate the contract by giving written notice to the vendor if the vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the NHB.

**B. Penalty Clause**

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

- i. In case of late delivery of the product or product not satisfactory, the NHB reserves the right to deduct upto 10% of the job order.
- ii. The NHB, at its discretion, may terminate the contract by giving written notice to the bidder if the bidder fails to provide requisite services to the satisfaction of the NHB, due to any reason. Post termination, no claim, whatsoever, from the bidder shall be entertained by the NHB.

**Exclusions**

The below mentioned situation will not be considered for the purpose of penalty calculation

- Force majeure events

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## **26. Copyrights on Property**

All property rights in the works, developed hereunder, including any documentation, design, artwork, images etc. developed and any addition made in the course of performance of services hereunder by the company or its personnel involved in the project of the NHB shall absolutely belong to **National Housing Bank**.

Vendor has to provide all documentation to NHB after completion of work.

The bidder will not retain any copyright on this.

## **27. Pre-Contract Integrity Pact**

No binding legal relationship will exist between any of the Bidders and NHB until execution of a contractual agreement, 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. (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)

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 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) Liability for damages to the principal and the competing Bidders; and (iii) 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).

## **28. Independent External Monitors (IEM):**

The details of IEMs appointed for the purpose of this RFP is as under:

(1) Sh. Hare Krushna Dash; E-mail ID: hkdash184@hotmail.com

(2) Sh. Lov Verma ; E-mail ID: lov\_56@yahoo.com

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**29. Taxes**

Taxes will be paid by NHB on actual basis as per statutory rates prevalent during the period of service provided. 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 Consultant.

**30. Compliance with Laws**

The Vendor 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.

The Vendor 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 Vendor.

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

**31. 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 following:

- (a) If such statement is found at the tender stage, 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.

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**32. Restriction on procurement from a Bidder of a country which shares a land border with India:**

- Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).  
However, such registration is not required for being eligible under this RFP in case the Bidders are from countries (even if sharing land border with India) to which Government of India has extended lines of credit or in which the Government of India is engaged in development projects, as per the updated list of such countries given on website of Ministry of External Affairs.
- The Bidder shall also submit a certificate as per the format enclosed as **Annexure V**. If such certificate given by the successful Bidder is found to be false, this would be a ground for immediate termination of the contract and for further legal action in accordance with law.
- For the purpose of this clause:
  - i. "Bidder" (including the term 'tender', 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
  - ii. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
    - (i) An entity incorporated, established, or registered in such a country; or
    - (ii) A subsidiary or an entity incorporated, established, or registered in such a country; or
      - a. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
      - b. An entity whose beneficial owner is situated in such a country; or
      - c. An Indian (or other) agent of such an entity; or
      - d. A natural person who is a citizen of such a country; or
      - e. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
  - iii. The beneficial owner for the purpose of (b) above will be as under.

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- i. In case of company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

“Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company.

“Control” shall include the right to appoint majority of the directors or to control the management or policy decision including by virtue of their shareholding or management rights or shareholders agreement or voting agreement.

- ii. In case of partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control ownership.
- vi. An Agent is a person employed to do any act for another, or to preset another in dealings with third person.

### **33. Payment Terms**

Payment terms are as follows:

Any payment will be released only after delivery of the Hard copy & Soft copy of the magazine within the timeframe as prescribed by the NHB. All payments for the job will be made after statutory deductions.

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**34. Payment in case of termination of contract**

A. 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.

**B. Assignment**

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

**C. Duration of Contract**

The contract will be valid for two years after the acceptance, which may be extendable for another one year based on the same terms and conditions and performance review from the date of the work order/letter of award.

**35. GENERAL TERMS AND CONDITIONS**

The bidders are 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 bid not substantially responsive or submission of unnecessary additional information as part of response to this RFP Document may result in rejection of the bid.

- At any time prior to the deadline for submission of bids NHB may, for any reason, whether at his own initiative or in response to a clarification requested by prospective Vendors, modify the RFP by amendment.
- All such amendments shall become part of the RFP and same will be notified in the NHB's website.
- Bidders must take into consideration every line of this RFP document while preparing Technical and Financial bids. Bidders are requested to get any issue clarified by NHB before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables under the project. It will be sole responsibility of the Vendor to deliver each and everything as per the scope of the project during the contracted period. NHB will not be responsible in case any requirement is underestimated or any requirement is not interpreted correctly.
- NHB reserves the right to extend the dates for submission of responses to this document with intimation.
- NHB reserves the right to change the requirement specifications and ask for the revised bids or cancel the tendering process without assigning any reasons.
- NHB shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. NHB reserves the right to make any

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changes in the terms and conditions of purchase. NHB will not be obliged to meet and have discussions with any vendor, and or to listen to any representations. NHB reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of NHB in this regard is final and no further correspondence in this regard will be entertained.

- These responses would be deemed to be legal documents and will form part of the final contract. Vendors are requested to attach a letter from an authorized signatory attesting their competence and the veracity of information provided in the responses.
- NHB reserves the right to call for any additional information and also reserves the right to reject the bid of any bidder if in the opinion of NHB, the information not furnished or furnished information is incomplete, or the Vendor does not qualify for the contract.
- The scope of the bid 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.
- The Technical and Financial bids will have to be signed on all pages of the bids by the authorized signatory. Unsigned bids would be treated as incomplete and would be rejected.
- By submitting the bid, the Vendor agrees to promptly contract with NHB for any work awarded to the Vendor. Failure on the part of the Vendor to execute a valid contract with NHB, will relieve NHB of any obligation to the Vendor.
- Any additional or different terms and conditions proposed by the Vendor would be rejected unless expressly assented to in writing by NHB.
- Time and quality of the service are the essence of this agreement. Failure to do so will be considered as breach of the terms and conditions of the contract.

-----XXXXX-----

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# Annexures

REQUEST FOR PROPOSAL (RFP) FOR DESIGNING, FORMATTING & PRINTING OF ANNUAL REPORT 2021-22

Annexure-I:

**PROFORMA FOR PERFORMANCE STATEMENT**  
**(FOR A PERIOD OF LAST 5 YEARS)**

**TITLE OF BID**

**NAME OF AGENCY**

**IF EMPANELLED ON ANY PSU/DFI THEN EMPANELLEMENT LETTER MAY BE PROVIDED**

Order Placed by Name & Full Address	Order No. and Date	Description	Date of Completion

**Note: - Please refer only the projects of designing, formatting & printing of content.**

**Signature and Seal of Bidder**

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Annexure - II

**COMPLIANCE STATEMENT DECLARATION**

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

**Authorized Signatories**

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

**Date:**



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Annexure -III

Technical Bid Covering Letter

Date:

To

The Assistant General Manager

National Housing Bank,

MRCPD/Corporate Communication cell

Head Office

Core 5-A, 3<sup>rd</sup> Floor, India Habitat Centre, Lodhi Road,

New Delhi - 110 003

Sir,

**Technical Bid - \_\_\_\_\_ Service**

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your RFP document [Insert RFP Number] dated [Insert Date]. We are hereby submitting our Proposal, which includes Minimum Eligibility Criteria, this Technical Proposal and a Commercial Proposal. The minimum eligibility criteria and Technical Proposal are put in one envelope and the Commercial Proposal in a separate envelope.

We also enclose masked Commercial Bid.

We understand you are not bound to accept any proposal you receive.

Dated at \_\_\_\_\_ / \_\_\_\_\_ day of \_\_\_\_\_ 2022

Yours faithfully,

**Signature**

**Name:**

**Address:**

**Email ID:**

**Mobile No.**

**(Authorised Signatory)**

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Annexure -IV

Commercial Bid Covering Letter

The Assistant General Manager  
National Housing Bank,  
MRCPD/Corporate Communication cell  
Head Office  
Core 5-A, 3<sup>rd</sup> Floor, India Habitat Centre, Lodhi Road,  
New Delhi - 110003

Dear Sir,

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

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

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

Yours faithfully,

**Signature**

**Name**  
**Address**  
**Mobile No.:**  
**Email Id.:**

**(Authorized Signatory)**

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Date:

Annexure -V

**Commercial Bid Format (If any place in GeM)**

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.

S.No.	Item Description	Price/Rate	Taxes	Total Amount (In Rupees) (inclusive of applicable taxes )
1.	Designing, Formatting & printing			

Bidders are requested to note the following:

- All the details must be provided as per format. Incomplete formats will result in rejection of the proposal.
- Masked commercial Bids must be given with technical Bid. All the pages of commercial Bids must be sealed and signed by authorized signatory.
- All the quoted costs must include all applicable taxes, charges and other levies.
- Bidder must submit softcopy of complete commercial Bid inside the sealed envelope meant for 'Commercial Proposal'.
- All the rates must be quoted in INR.
- The prices in any form or by any reasons should not be disclosed in the technical or other parts of the Bid except in the commercial Bid. Failure to do so will make the Bid liable to be rejected.
- The commercials quoted in the commercial Bid are valid for six months from the date of opening of commercial Bids.

**Authorized Signatories**

(Name & Designation, seal of the company)

Date:

Annexure VI

**Pre-Contract Integrity Pact**  
**(To be obtained depending on the threshold fixed)**  
(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 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.

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**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, favor 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 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,

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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, favor, 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, favor, 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 favor 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 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

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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:

- (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

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Bidder is fully aware that it shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Further, the Bidder is also aware of the fact that in case it has been hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services) resulting from or directly related to the consulting services for such preparation or implementation.

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

- (ii) **Conflict among consulting assignments** – The Bidder understands that neither Bidder (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be hired for the assignment that, by its nature, may be in conflict with another assignment of the Bidder. *As an example, Bidders assisting 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

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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**

- 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 service level agreement/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 anyone employed by it or

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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:

- (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 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.

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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).
- (a) 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 \_\_\_\_\_ and Shri \_\_\_\_\_ (Name and Addresses of the Monitors to be given) as independent external monitors (hereinafter referred to as "the Monitors") for this Integrity Pact in consultation with the Central Vigilance Commission.

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- 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 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.

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**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 months 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.

For National Housing Bank	For Bidder
<p><b>(Authorized Signatory)</b></p> <p>Place: Date:</p> <p><u>Witness</u> 1. _____ _____ (Name &amp; Address) 2. _____ _____ (Name &amp; Address)</p>	<p><b>(Authorized Signatory)</b></p> <p>Place: Date:</p> <p><u>Witness</u> 1. _____ _____ (Name &amp; Address) 2. _____ _____ (Name &amp; Address)</p>

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

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**Annexure VII**

**CERTIFICATE**

I have read the Clause 31 of this RFP regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that << name of the Bidder >> is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached.]

**Authorized Signatories**

(Name, Designation & seal of the Bidder)

Date:

Place



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