



NATIONAL HOUSING BANK

RFP Reference No: HO/GAD/DAK/2023/00162

**NOTICE INVITING
TENDER OFFER OF
OFFICE PREMISES ON LEASE BASIS
IN
BHUBANESWAR, ODISHA**

ISSUED BY:

**General Administration Department
National Housing Bank
Core 5A, India Habitat Centre,
3rd-5th floor, Lodhi Road, New Delhi - 110003**

**ADVERTISEMENT FOR TAKING OFFICE PREMISES ON LEASE BASIS TO
HOUSE BHUBANESWAR REGIONAL REPRESENTATIVE OFFICE**

PART I (TECHNICAL BID)

1. ABOUT NATIONAL HOUSING BANK

National Housing Bank (NHB) is a Statutory Body under Govt. of India and is an apex Financial Institution formed under the Act of the Parliament with a mandate for Promotion, Development and Supervision of the Housing Finance Sector.

1.1 The Head Office of NHB/Bank is located in New Delhi and its Regional Offices (RO)/ Regional Representative Offices (RRO) are in Mumbai, Ahmedabad, Bengaluru, Bhopal, Chennai, Delhi, Guwahati, Hyderabad, Kolkata and Lucknow.

2. REQUIREMENT DETAILS

Offers are invited from interested bidders (individuals/organizations/institutions) of commercial property on monthly lease rent basis for the purpose of housing Bank's office in Bhubaneswar. The size of the offered premises shall be admeasuring about 1200 Sq. Ft. (carpet area). The definition of carpet area will be as per **Annexure - A**. Following are the pre-requisites for selection of office premises for the Bank:

Pre-requisite Criteria

1. The bidder(s) should be the bonafide Owner(s) or Power of Attorney Holder(s) of the premises offered. Landlord should ensure that the premises offered to the Bank is free from any litigation.
2. The premises should be located in a prominent place inside the city (viz. Sachivalaya Marg/ Pt. Jawaharlal Nehru Marg (Central Bhubaneswar), Janpath Road, Indira Park Street, etc.)
3. The premises must be in good condition.
4. The bidder(s) should be an Income Tax assessee(s) with PAN No. and his/her IT returns must be up to date.
5. The building should be constructed as per the sanctioned/approved Plan of the Competent Development Authority. The building should be well maintained and not older than 15 years.
6. The premises must be well connected to all modes of public transport (airport, railway station, bus stand, etc) and should be easily accessible.
7. There should be at least two covered/open reserved car parking available for the Bank in addition to parking facility for two wheelers.
8. Two separate exclusive washroom, one each for male and female, shall be attached to the premises.
9. The facility for 24 hours Power backup and provision to accommodate the infrastructure for MPLS (Multiprotocol Label Switching) connectivity should be available in the building/premises.

10. There should be appropriate space for prominently fixing the signage of the Bank in the front façade of the building.
11. There should be proper security arrangement at the premises/building.
12. The building should be free from special hazards like fire, water logging, flood, etc.
13. The high-rise building (i.e., floors offered above 3rd floor) must mandatorily have lift facility.
14. Supply of adequate potable water round the clock should be available at the premises and appropriate approvals/sanctions from the local municipal authorities should be in hand.
15. The landlord should clear all the dues and other statutory obligations of Municipality, Corporation as well as of revenue authorities and landlord should ensure that the premises offered to the Bank is free from any litigation.
16. The landlord should be in a position to give vacant possession of the premises immediately after carrying out necessary changes/alterations as required by the Bank.
17. The premises should be disabled friendly along with having ramp facility
18. The entire office space/premises offered should be located in a single floor.

Desirable

1. Furnished ready to move premises for setting-up office (e.g., 3-4 cabins, 5-6 workstations, pantry and storage space, etc.) will be preferred.
2. Availability of CCTV/surveillance system.

3. SUBMISSION OF REQUISITE DOCUMENTS

Copies of the following documents are to be submitted with the Technical Bid Cover:

- a. KYC documents for identity proof (like Aadhaar Card, Passport, Driving License, Voter ID along with passport size photograph) of the owner(s) and power of attorney holder(s) (if applicable)
- b. Self-certified copies of title deeds evidencing right to ownership over the offered premises
- c. A set of floor plans (approved building plan), sections, elevations and site plan of the premises offered showing the detailed dimensions, main approach road, road on either side if any width of the road/s and adjacent properties etc.
- d. Documentary proof that the offered premises comes under the scope of Commercial/Banking activity.
- e. A set of colored photographs of the premises offered(interior/exterior) taken from different angles.
- f. Any other document required as a proof to establish that the premises offered meets the prerequisite as well as desirable criteria laid down at Point 2 (Requirement Details) above.

4. **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 - B**.

4.1 In this regard, NHB has appointed Shri Lov Verma and Shri Hare Krushna Dash as independent external monitors for the Integrity Pact in consultation with the Central Vigilance Commission.

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

- a) Denial or loss of contracts;
- b) Forfeiture of the bid security and the performance bond/PBG(if applicable);
- c) Liability for damages to the principal and the competing bidders; and
- d) 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 behaviour compliance program for the implementation of the code of conduct throughout the company.

4.3 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.

4.4 The Pre-Contract Integrity Pact is to be submitted along with the Technical Bid.

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

5. **BANNED OR DELISTED BIDDER**

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 shall be submitted along with the Technical Bid in Form- **Annexure C**

6. METHOD FOR SUBMITTING TENDERS:

Bids should be submitted only in sealed covers. Tender covers will have three parts.

- **First Cover - Technical Bid Cover** - This cover should contain Part I of application duly filled and signed by the bidder(s) in all pages and shall include:
 - Documentary enclosures as specified under Point 3 (Submission of Requisite Documents) above.
 - Duly filled and stamped Pre-Contract Integrity Pact as per Point 4 (Pre - Contract Integrity Pact Clause) above.
 - Declaration as per Point 5 (Banned or Delisted Bidder) above.

The cover should be closed & sealed and superscribed as “Technical Bid for Housing NHB’s Office Premises in Bhubaneswar” and should also contain the name and address of the bidder on the cover. **NO price sensitive/financial details should be disclosed in this cover by the bidder.**

- **Second Cover - Financial Bid Cover** - This cover should contain Part II of this document duly filled and signed by the bidder(s) in all pages. This cover should be closed & sealed and superscribed as “Financial Bid for Housing NHB’s Office Premises in Bhubaneswar” and should also contain the name and address of the bidder(s) on the cover.
- **Third Cover** - Both the first and second cover should be placed in the third cover and should be superscribed as “SEALED BID FOR HOUSING NHB OFFICE PREMISES IN BHUBANESWAR”.
- The individual/organization/institution meeting the aforesaid criteria may send their bids in sealed envelope to the following address:

Shri Vivekananda Hembram
Regional Manager
Mob: +91- 9937448101
Guwahati Regional Representative Office,
National Housing Bank
First Floor, Block No. III, Housefed Complex,
Beltola Basistha Road, Dispur
Guwahati – 781006, Assam

- Last date for submission of bid: **15th February 2023 at 5:00 PM.**
- Technical Bids will be opened at above address on or after **16th February 2023**, as decided by the Bank.
- In case of any queries / clarifications with respect to this tender, the same may be obtained from Shri Vivekananda Hembram, RM at contact no: +91-9937448101 & email: vivekananda.hembram@nhb.org.in

7. SHORTLISTING METHOD:

- a) A preliminary short-list of bidders will be prepared by the Bank on the basis of documents received in the Technical Bid. In case of documentary deficiency in the Technical Bid, bidders shall be given adequate opportunity to rectify the same within 3 days. The preliminary shortlisting will be based on offered premises meeting the pre-requisite criteria as specified in point 2 (Requirement Details) above.
- b) The preliminary shortlisted bidders will be informed by the Bank for arranging site inspection of the offered premises. The inspection team will ascertain the suitability of the premises offered in accordance with Bank's requirement, viz., locality of the proposed site, area of the premises offered, connectivity (airport, railway station, roads, etc), parking space, amenities & other facilities provided (like lift, power back-up etc) and other essential requirements spelt out in this document.
- c) Based on the findings under points (a) and (b) above, a final shortlist will be prepared for opening of Financial Bids of the eligible bidders. The finally shortlisted bidders will be informed in advance by the Bank about the opening of the Financial Bids.

8. OTHER TERMS AND CONDITIONS:

- a) Bidder(s) should ensure that his bid is received by the Bank before the date and time specified and no consideration whatsoever shall be given for postal or any kind of delay. Bids received after the specified date and time are liable to be rejected and the decision is at the sole discretion of the Bank.
- b) NHB reserves the right to accept or reject or cancel any or all bids without assigning any reason thereof and also reserves the right to place the order to any technically suitable Bidder/s.
- c) NHB is not bound to accept the lowest or any or all the bids and will not be required to give any reason for rejecting any bid. If an offer is not as per the requirements decided by NHB, the Bank may reject that offer even if it is the L1 offer.
- d) Only unconditional bids will be accepted. Any conditional bid will be liable for rejection. Any bidder desirous of imposing any condition having financial implication should load the Financial Bid (Part II) of this document appropriately and should not put any condition in his bid.
- e) Bank's decision on selection of the prospective offer is final.
- f) In case of dispute the decision of the Bank will be final and binding on all

and would fall within the jurisdiction of courts in Delhi.

g) Separate bids are to be submitted, if more than one property is offered by the same bidder.

h) The premises shall be preferably freehold. If it is leasehold, details regarding lease period, copy of lease agreement, initial premium and subsequent rent shall be furnished and permissibility of sub-leasing shall be established (Self certified copies of such documents to be enclosed along with the Technical Bid)

i) **Period of Lease:** NHB shall take the premises on lease for a period of 9 years under a single lease agreement. For the purpose of payment of rent, the 9-year period would be divided into 3 Terms of 3 years each as stated at para l) below.

j) **Rates to be quoted in the Financial Bid:** The bidders have to quote the amount of Total Monthly Rent in the Financial Bid (Column (6) in the Financial Bid - Part II of this Document). It may be clearly noted that the Total Monthly Rent quoted (Column (6) in the Financial Bid - Part II of this Document) should be inclusive of all society outgoings /common maintenance charges, property tax, or any other charges of whatsoever nature which is / becomes applicable on the property. The Total Monthly Rent quoted / applicable for a Term would remain CONSTANT for that particular Term irrespective of any variation in the society / maintenance /property tax etc. charges required to be borne by the owner in respect of the property. The rent to be quoted shall be exclusive of GST applicable on the rent. NHB would pay GST (at the applicable rates) over the rent amount to the owner. No other amount would be payable by NHB. Further it may be noted that while making payment of rent to the owners, NHB would deduct TDS (as applicable).

k) Water and electricity charges to be borne by the Bank on actual consumption basis.

l) **Standard Rent Escalation Clause:** NHB will be entering into Lease agreement for a period of 9 years. For the purpose of payment of rent, the 9-year Lease period will be divided into 3 Terms of 3 years each. After the expiry of the first 3-year Term, the total monthly lease rent for the second Term of 3 years would be increased by 15% over and above the total monthly lease rent for the first 3-year Term. The same procedure would be adopted for fixing the rent of the third Term of 3 years.

m) **Evaluation of Tender – Determination of L-1:** The bidder who has quoted minimum Total Monthly Rent (Column (6) in the Financial Bid - Part II of this Document) will be considered as L-1 bidder.

n) **Termination of the Lease agreement:** The lease agreement can be terminated by NHB ONLY during the total period (9 years) of the lease agreement by giving 4 months' notice. The Lessor cannot terminate the lease agreement.

- o) **Payment of Monthly rent by NHB to owners:** The rent would be paid on or before the 10th of the month in advance based on the invoice generated by the owner(s).
- p) **Refundable Security deposit against the use of Property:** NHB would deposit an amount equivalent to maximum of 3 months' rent with the successful bidder (owner/s) at the time of registration of the agreement towards security deposit (non-interest bearing). The security deposit will be refundable to NHB after expiry of the Lease period or pre-termination of the Lease, whichever is earlier.
- q) **Moratorium Period:** Bank would require a moratorium period of up to 3 months to make any modification (if required) in the offered premises as per the requirements of the Bank after the execution of lease agreement. During the moratorium period, Bank would not pay any rent to the successful bidder.
- r) **Execution of the lease Documents:** Post the finalisation of the successful bidder, lease deed as per the Bank's Standard lease format shall be executed and it shall be registered with the appropriate authorities. The stamp duty charges relating to the registration shall be borne by the landlord and Bank on 50:50 basis.
- s) Any corrigendum/ amendments/ clarifications/ extension/ changes regarding this bid process would be posted on the Bank's website www.nhb.org.in only.

PART II (FINANCIAL BID)

(Proforma for Financial Bid)

To,
Regional Manager
Guwahati Regional Representative Office,
National Housing Bank
First Floor, Block No. III, Housefed Complex,
Beltola Basistha Road, Dispur
Guwahati – 781006,
Assam

REG: Financial Bid for Office Premises at Bhubaneswar

Dear Sir,

In continuation to the Technical Bid submitted by me / us in respect of premises situated at

I / We hereby offer the premises on lease / rental basis as under:

Sr. No.	Total Carpet Area in Sq. Ft.	Rent per sq. ft. of Carpet Area	Additional charges (if any) per sq.ft of Carpet Area	Total rate per sq.ft of Carpet Area	Total Monthly Rent* (payable per month in rupees)
(1)	(2)	(3)	(4)	(5) = (3) + (4)	(6) = (2) X (5)

* The above Total Monthly Rent (Column (6) above) includes all society outgoings / common maintenance charges, property tax, or any other charges of whatsoever nature which is / becomes applicable on the property.

The Total Monthly Rent quoted above should be exclusive of GST. NHB will pay GST over the monthly rent as per GST rate applicable from time to time.

Yours faithfully,

Name

Place:

Date:

(To be Submitted along with Technical Bid)

CARPET AREA DEFINITION

The carpet area shall be the floor area worked out excluding the following portions of the building:

1. Toilets
2. Common Verandahs, Passages, Corridors
3. Open Balconies
4. Common Entrance Hall
5. Car porch whether common or exclusive
6. Common Staircase and munties
7. Lift well and shafts
8. Common Garages / parking which is common to all
9. Common Canteen Areas
10. Pump house areas.
11. Space occupied by walls
12. Any other area which is common to all tenants

I/We am/are agreeable to exclude the area covered under the above items and willing to accept the rent and advance rent strictly on the basis of carpet area to be arrived at after joint measurement.

Signature of the bidder(s)

Place:

Date:

To be Submitted along with Technical Bid

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 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 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 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:

(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 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

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 anyone 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:

- (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.

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).

(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 Lov Verma (email id lov_56@yahoo.com) and Shri Hare Krushna Dash (email id hkdash184@hotmail.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.

12.9 The bidder shall not go for any legal recourse on his complaints, if any, already submitted before the Monitors, till final disposal of their complaints by the monitors.

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 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 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.

(Note: In case of a Joint Venture, the Integrity Pact must be signed by all joint partners to the Joint Venture that submits the bid.)

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
(Authorised Signatory)	(Authorised Signatory)
Place:	Place:
Date:	Date:
<u>Witness</u>	<u>Witness</u>
1. _____	1. _____
_____	_____
(Name & Address)	(Name & Address)
2. _____	2. _____
_____	_____
(Name & Address)	(Name & Address)

(To be Submitted along with Technical Bid)
Declaration Regarding Clean Track Record
((To be submitted Bidder's company letter head, if applicable))

Date:

Regional Manager
Guwahati Regional Representative Office,
National Housing Bank
First Floor, Block No. III, Housefed Complex,
Beltola Basistha Road, Dispur
Guwahati - 781006,
Assam

Declaration Regarding Clean Track Record

RFP No: _____ dated _____

Dear sir,

I/We have carefully gone through the Terms & Conditions contained in the RFP No. _____ dated _____. We hereby declare that we/me have not been debarred/ blacklisted **by any Government, Quasi Government agencies, Statutory, Regulatory Body, PSUs or PSBs and its subsidiaries.** I further certify that I am competent officer in my company to make this declaration that our bid is binding on us (if applicable).

Thanking you,
Yours sincerely,

For Bidder

(Authorised Signatory)

Place:

Date: