



RFP Reference No.: HO/ITD/DAK/2023/00064

Request for Proposal (RFP) for
Acquisition of Subscription-based Media Monitoring and Analysis Service
at National Housing Bank

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GLOSSARY

Abbreviation	Description
NHB	National Housing Bank
AIFI	All India Financial Institution
HA	High Availability
GeM	Government e-Marketplace
HO	Head Office, New Delhi
MRO	Mumbai Regional Office
RRO	Regional Representative Office
ITD	Information Technology Department
PSB	Public Sector Bank
TCO	Total Cost of Ownership
EMD	Earnest Money Deposit
RFP	Request for Proposal
PBG	Performance Bank Guarantee
HFC	Housing Finance Company
Service Provider/Vendor/Bidder be read as single entity. The final bidder is termed as Vendor / Service Provider	

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

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1. Important Bid Details		
1.	Date of commencement of sale of Bidding/Tender/RFP Documents	April 05, 2023
2.	Pre-Bid Meeting with Bidders*	April 13, 2023
3.	Last date and time for receipt of Bidding Documents	May 08, 2023
4.	Date and Time of Technical Bid Opening#	May 10, 2023
5.	Technical Presentation by Eligible Bidders	Will be intimated later
6.	Cost of RFP	NIL
7.	Earnest Money Deposit (EMD) Amount	- For Non-MSME Bidders: ₹ 1,00,000 / - - For MSME/ Start Up Bidders: EMD/Bid Security Declaration. <i>Pl read with clause 3.11</i>
8.	Place of opening of Bids	Online

**Meeting will be conducted online.*

#Technical bids will be opened in the presence of bidders who choose to attend. The above schedule is subject to change. Meeting link for online Technical Bid opening will be shared by NHB through email in advance with the participant Bidders or uploaded on the Bank's website.

Note:

- Interested bidders can send pre-bid queries over email/postal as per section 3.1 of this RFP.
- Notice of any changes will be provided through e-mail from designated contact personnel only or through website publishing.
- All data/information, submitted vide documentary proofs/company records along with this RFP, must be reported & will be treated as on date of publication of this RFP.

2. About National Housing Bank

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

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 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.

The Head Office of NHB is located in New Delhi. It has Regional Offices (RO) located at Delhi, Mumbai, Bengaluru, Hyderabad and Kolkata and Regional Representative Offices (RRO) located at Ahmedabad, Bhopal, Lucknow, Chennai and Guwahati.

For more information and contact details of NHB presence location, Bidders may access the Bank's website <https://nhb.org.in/en/> .

3. Instruction to Bidders

General Instructions

- All costs and expenses incurred by the Bidders in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance in meetings, discussions, demonstrations, etc. and providing any additional information required by NHB, will be borne entirely and exclusively by the Bidder.
- No binding legal relationship will exist between any of the Bidders and NHB until 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 a part of the definitive agreement to be signed by the successful Bidder. For the other Bidders, the pre-contract Integrity Pact will be binding on them for any acts/omissions committed by the Bidder in violation/breach of the said pre-contract Integrity Pact in relation to the Bid submitted.
- Each Bidder acknowledges and accepts that NHB may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible Vendor(s).

- Every Bidder will, by submitting his Bid in response to this RFP, be deemed to have accepted the terms of this RFP and the Disclaimer.
- Bidders are required to direct all communications related to this RFP, through the nominated Point of Contact persons, mentioned below:

Alok Gupta Chief Technology Officer Email: alok.gupta@nhb.org.in Telephone: 011-3918 7355 Fax: 011-24649432	Akshay Kumar Manager Email: akshay.kumar@nhb.org.in Telephone: 011-3918 7202 Fax: 011-24649432
K. C. Maurya Deputy Manager Email: krishna.maurya@nhb.org.in Telephone: 011-3918 7237 Fax: 011-24649432	Jaideep Assistant Manager Email: jaideep@nhb.org.in Telephone: 011-3918 7341 Fax: 011-24649432

- NHB may, in its absolute discretion, seek additional information or material from any Bidder/s even after the tender/RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- Bidders should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
- If NHB, in its absolute discretion, deems that the originator of any query will gain an advantage by any response to such query, then NHB reserves the right to communicate such response to all Bidders.
- Queries / Clarification if any, may be taken up with the contact person/s detailed above before the deadline for submission of Bids between 10 am to 5 pm on Monday to Friday, excluding public holidays.
- Bidder should not have been blacklisted/debarred from participation in the Bid process by any of the Govt. Departments/PSUs/Banks/Financial Institutes in India.
- NHB will notify all short-listed Bidders in writing or by mail or by publishing in its website as soon as practicable about the outcome of their RFP. NHB is not obliged to provide any reasons for any such acceptance or rejection.
- The bids qualifying the Minimum Eligibility Criteria will be eligible for further evaluation and subsequently the bids qualifying both Minimum Eligibility Criteria and Technical Evaluation will be eligible for Financial Evaluation.
- Firm should be prime bidder and no consortium is allowed for the solution/services to be offered.

3.1 Pre-Bid Meeting

- For the purpose of clarification of doubts of the bidders on issues related to this RFP, NHB

intends to hold an online Pre-Bid Meeting on the date and time as indicated in the RFP. The queries of all the Bidders, in writing, should reach by e-mail or by post, minimum 2 days before the date of pre-bid meeting, on the email/postal address as mentioned above. It may be noted that no queries of any bidder, shall be entertained, which are received after the Pre-Bid Meeting.

- Interested Bidders can attend the scheduled Pre-bid Meeting online by accessing link provided on the website.

3.2 Soft Copy of Tender Document

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

3.3 Non-Transferability of Tender/RFP

This tender/RFP document is non-transferable.

3.4 Erasures or Alterations

The offers containing erasures or alterations may not be considered. Any interlineations', erasures or overwriting in technical Bids may be considered at the discretion of NHB only if they are initialed by the person signing the Bids. However, any interlineations', erasures or overwriting in any form will not be accepted in the financial Bid. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. However, NHB may treat offers not adhering to these guidelines as unacceptable. NHB may, in its absolute discretion, waive any non-conformity or irregularity in the offer, which in the opinion of NHB is ancillary and not essential. This shall be binding on all Bidders and NHB reserves the right for such waivers.

3.5 Amendment to the Bidding/Tender/RFP document

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

3.6 Language of Bid

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

3.7 Masked Financial Bid

The Bidder should submit a copy of the actual price Bid (as per the format specified by NHB), being submitted to NHB separately, by masking the actual prices. **This is mandatory.** The Bid may be disqualified if it is not submitted by masking it properly. NHB reserves the right to cancel the

Bid/tender process at the time of financial evaluation, if the format/detail (except price) of 'Masked Financial Bid' does not match with the format/detail of actual Financial Bid submitted.

3.8 Right to Alter Location / Quantities

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

3.9 Documents Comprising the Bid

(Please follow the instructions, if any, separately prescribed in the Formats)

1. Bidder's information in the format as prescribed in **Annexure 'A'**;
2. Bidder's Experience details in the format as prescribed in **Annexure 'B'**;
3. Compliance Statement Declaration in the format as prescribed in **Annexure 'C'**;
4. List of Deviations, if any, in the format as prescribed in **Annexure 'Q'**;
5. Information on Minimum Eligibility in the format as prescribed in **Annexure 'D'**.
6. **The Technical Proposal:** The Technical Bid should be submitted in the format as prescribed in **Annexure 'G'** along with the covering letter in the format as prescribed in **Annexure 'F'**. Documents comprising the Technical Proposal should be:
 - Documentary evidence establishing that the Bidder is eligible to Bid and is qualified to perform the contract i.e., minimum eligibility criteria as per **Annexure 'D'**.
 - Technical Bid as per **Annexure - 'G'**. Any technical Bid containing price information will be rejected.
 - Masked Price Bid listing all the components as listed in Financial Bid, without indicating the price.
 - Bids without the EMD amount, in case of Non-MSME bidders, will be rejected.
7. Documents comprising the **Financial Proposal** should be:
 - Complete Financial bid as per **Annexure 'T'** with covering letter as per **Annexure 'H'**.
 - Financial bids containing any deviations or similar clauses may be summarily rejected.
 - Any Other information may be furnished in separate Annexures.
8. ECS Mandate in the format as prescribed in **Annexure 'J'**;
9. Letter of Competence in the format as prescribed in **Annexure 'K'**;
10. Pre-Contract Integrity Pact (wherever applicable) in the format in **Annexure 'O'** (*The Pre-Contract Integrity Pact should be submitted neatly typed in on ₹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*);
11. Resolution Matrix in the format as prescribed in **Annexure 'P'**;
12. Undertaking by the Bidder in the format as prescribed in **Annexure 'S'**.

3.10 Bid Currency

Bids to be quoted in Indian Rupee only.

3.11 Earnest Money Deposit (EMD)

I. For Non-MSME Bidders:

- a. All the Bids must be accompanied by a refundable interest free security deposit of ₹ 1,00,000 /- by way of an e-payment in favor of **National Housing Bank**.

The Accounts details are given below:

S. No	Type	Particulars
1.	Beneficiary Name	National Housing Bank
2.	Beneficiary Address	Core 5A, 4th Floor, India Habitat Centre, Lodhi Road, New Delhi 110 003
3.	Beneficiary Bank Name	State Bank of India
4.	Beneficiary Bank Branch Address	Pragati Vihar Delhi Branch, Ground Floor, Core-6, Scope Complex, Lodhi Road, New Delhi - 110 003
5.	Type of Bank Account	Current account
6.	Beneficiary Bank A/C No	52142903844
7.	IFSC code of Bank branch	SBIN0020511
8.	MICR No	110002658

- b. The proof of the payment should be enclosed and put in the envelope containing the Technical Bid; in the absence of which the Bid may not be considered for further evaluation. The Bidders are also required to submit ECS Mandate Form as enclosed in **Annexure-J**.
- c. Any Bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- d. Any request for exemption from EMD will not be entertained.
- e. Save as otherwise provided herein or in the definitive agreement, the **EMD amount of all unsuccessful Bidders** would be refunded on completion of the tendering process on or before 30 days post award of work/contract.
- f. Save as otherwise provided herein or in the definitive agreement, the **EMD amount of the successful Bidder** will be refunded after execution of SLA and submission of applicable PBG as per terms of the RFP.
- g. The EMD security may be forfeited:
 - If Bidder withdraws its Bid/s during the period of Bid validity;
 - If Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract;
 - In case of successful Bidder if the Bidder fails to Sign the contract; and
 - In case of any breach of the pre-contract Integrity Pact.

II. For MSME/ Start Up bidders:

As per Rule 170 of General Financial Rules (GFRs) 2017, MSME/ Start Up Bidders are exempted from submission of bid security i.e., EMD deposit. Further, in lieu of Bid Security, Bidders are required to submit the “EMD/Bid Security Declaration” on their organization’s letter head duly signed and stamped by their authorized signatory accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fail to submit a performance security before the deadline defined in the request for proposal (RFP) document, they may be Suspended/Blacklisted at Bank’s discretion.

3.12 Performance Guarantee

The successful Bidder will be required to provide performance bank guarantee/PBG of value amounting to **3% of the Total Contract Value (Annexure I)**, in the form of bank guarantee from a scheduled commercial bank in the format as substantially prescribed in **Annexure-L**. The PBG should be valid till at least three months beyond the expiry of contract period or such other extended

period as NHB may decide. The PBG is required to protect the interest of NHB against the risk of non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions including labour laws and any other laws/rules/regulations, by the successful Bidder. Default in successful implementation of the conditions of the contract, may warrant the invoking of PBG, and also if any act of the Vendor/Bidder results into imposition of Liquidated Damages/penalty, then NHB reserves the right to invoke the Performance Bank Guarantee submitted by such Bidder. The decision of NHB as to non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions etc., shall be final and binding on the successful Bidder.

3.13 Liquidity Damages

If the Service provider fails to complete the due performance of the contract in accordance with agreed specifications and conditions to the satisfaction of NHB, as the case may be or abandons the project/contract without completing as per the agreed terms, NHB, as the case may be, reserves the right to recover damages at 10 percent of the Total contract value as and by way of liquidated damages not as penalty. It is clarified that the liquidated damages shall be over and above the penalty, if any, imposed under Clause 6.

3.14 Period of Validity of Bids

- Prices and other terms offered by Bidders must be valid for an acceptance period of 6 months from the date of opening of financial bids.
- In exceptional circumstances NHB may solicit the Bidders' consent for extension of the period of validity. Any such request and response thereto shall be made in writing. The Bid security/EMD provided shall also be extended.

3.15 Format and Signing of Bids

Each bid shall be in two parts:

- Part I: consists of MINIMUM ELIGIBILITY CRITERIA, TECHNICAL BID and MASKED FINANCIAL BID [price bids without any price]. The above contents will be referred to as "TECHNICAL PROPOSAL".
- Part II: covering only the FINANCIAL BID herein referred to as "FINANCIAL PROPOSAL"
- The Original Bids shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the Bids shall put their initials on all pages of the Bids, except for un-amended printed literature.

3.16 Deadline for submission of Bids

- The bids must be submitted to the Bank before the last date and time as indicated in the RFP.
- The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.17 Opening of Bids by the Bank

- On the scheduled date and time, bids will be opened by the Bank Committee in the presence of Bidder representatives who will attend the meeting on the specified date and time.
- Place of opening of Technical Bids: Head Office, NHB.
- The Bidder name and presence or absence of requisite EMD and such other details as the Bank, if any, at its discretion may consider appropriate will be announced at the time of technical bid opening.

3.18 Clarification of bids

During evaluation of Bids, the Bank, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing through e-Mail, and no change in the substance of the Bid shall be sought, offered or permitted.

3.19 Preliminary Examinations

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

3.20 Proposal Ownership

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

3.21 Instructions to the Bidders:

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

3.22 Price Composition & Variation

- The Bidder should clearly furnish the cost matrix strictly as per the structure, if any, provided in the Annexure I. Any deviation may lead to Bid rejection. Also, no options should be quoted other than as per the Financial Bid. Wherever options are given, the Bid is liable to be rejected.
- The commercial offer shall be on a fixed price basis. No price variation relating to cost of consultancy excl. taxes (present and future) will be entertained for any work assigned during the period of contract.
- Only GST and other taxes applicable from time to time as per the regulatory requirement will be paid as actual as per statutory revision/provisions.
- Date of implementation of project shall be the date of acceptance of the letter of award (Starting Date) or such other date as may be fixed by NHB. The same date shall be considered for renewal of support services etc., if applicable.

3.23 Timely availability of Support Services

The vendor should have proper and adequate support mechanisms in place at New Delhi/NCR & Mumbai to provide all necessary support under this project as detailed in this RFP.

3.24 Manuals and Drawings

The vendor shall provide complete technical and other documentation/s for the services supplied during the period of contract. All the manuals shall be in English and must be clearly indicative of services supplied.

3.25 Bid Evaluation

- The Bank may use the services of external Vendor for normalization of bids and evaluation of bids

- Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) as per terms of RFP.
- **Detailed bidding process and Bid evaluation methodology for selection of bidder is given in Section 7.**
- Arithmetic errors correction:
 - Arithmetic errors, if any, in the price breakup format will be rectified on the following basis:
 - If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, its bid will be rejected.
 - If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
 - If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
 - Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiving, does not prejudice or affect the relative ranking of any bidder.
 - Figures mentioned in words will be treated as final in case there is mismatch between price quoted in figures and price quoted in words.

3.26 Modification and Withdrawal

- Every Bidder shall submit only one proposal. If any Bidder submits more than one proposal, all such proposals shall be disqualified.
- The Bidders are advised to submit the Bids only after the Pre-Bid Meeting as the Bids once submitted will be treated as final and no further correspondence will be entertained on this. No Bid will be allowed to be modified after the deadline for submission of Bids. No Bidder shall be allowed to withdraw the Bid, if Bidder happens to be the successful Bidder.
- NHB has the right to reject any or all Bids received without assigning any reason whatsoever. NHB shall not be responsible for non-receipt / non- delivery of the Bid documents due to any reason whatsoever.

3.27 Revelation of Prices

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

3.28 Terms and Conditions of the bidding firms

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

3.29 Local conditions

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

3.30 Contacting NHB or putting outside influence

Bidders are forbidden to contact NHB or its Vendors on any matter relating to this Bid from the time of submission of Financial Bid to the time the contract is awarded. Any effort on the part of the Bidder to influence Bid evaluation process, or contract award decision may result in the rejection of the Bid.

3.31 Proposal Content

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

3.32 Banned or Delisted Supplier:

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

3.33 Compliance with Laws

- (a) The Vendor/Bidder shall undertake to observe, adhere to, abide by, comply with and notify NHB about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep NHB indemnified, hold harmless, defend and protect NHB and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- (b) The 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.
- (c) In case NHB undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Vendor under this contract.

3.34 Intellectual Property Rights

The Bidder warrants that in the event of its selection as the Vendor: -

- (a) The Inputs to be provided by it shall not infringe upon any third-party intellectual property rights, including copyrights, patents, and other intellectual property rights of any nature whatsoever.

- (b) It further warrants that the Deliverables shall not infringe upon any third-party intellectual property rights, including copyrights, patents, and other intellectual property rights of any nature whatsoever.
- (c) In the event that the Deliverables become the subject of a claim of violation or infringement of a third party's intellectual property rights, the Bidder shall, at its choice and expense: (a) procure for NHB the right to continue to use such Deliverables; (b) replace or modify such Deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified Deliverables as the infringing Deliverables; or (c) if the rights to use cannot be procured or the Deliverables cannot be replaced or modified, accept the return of the Deliverables and reimburse NHB for any amounts paid to the Bidder for such Deliverables, along with the replacement costs incurred by NHB for procuring an equivalent equipment in addition to the penalties levied by NHB. However, NHB shall not bear any kind of expense, charge, fees, or any kind of costs in this regard. Notwithstanding the remedies contained herein, the Bidder shall be responsible for payment of penalties in case service levels are not met because of inability of NHB to use the proposed solution.
- (d) The Bidder acknowledges that business logics, workflows, delegation, and decision-making processes of NHB are of business sensitive nature and hence shall not be referred to other clients, agents or distributors of the software. Further, the customization/s done in the software to meet the objectives of the project will also be treated as business sensitive in nature and hence shall not be referred to other clients, agents, or distributors of the software. The project shall be deemed as incomplete in case the desired objectives of the project as mentioned in the scope of the project are not met and in case the system is unable to facilitate the processes duly supported by various requirements as envisaged in the RFP.
- (e) All customizations will be exclusive property of NHB, and source code should be provided to NHB.

3.35 False / Incomplete statement:

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

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

3.36 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 'S'**. 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:
 - a) "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.
 - b) "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - 1) An entity incorporated, established or registered in such a country; or
 - 2) A subsidiary or an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
 - c) The beneficial owner for the purpose of (b) above will be as under.
 - 1) 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 percentage 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 by virtue of their shareholding or management rights or shareholders agreement or voting agreement.
 - 2) 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;

- 3) 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;
 - 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - 5) 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.
- d) An Agent is a person employed to do any act for another, or to preset another in dealings with third person.

4. Scope of Work/Deliverables

- The service should cover the newspapers and magazines as detailed by the Bank. It is desirable that the service providers should offer wide coverage. The list of newspapers and magazines to be covered should, however, be separately mentioned.
- The service provider should have license and rights to provide the contents to NHB and allow NHB to further redistribute the contents internally.
- The service provider should be able to provide a daily (including bank holidays, Saturdays and Sundays) newsletter service carrying extract of news articles from print and online sources as per NHB's requirement in a standard newsletter format. The broad categories of news items would be indicated by NHB. The newsletter should be curated to pick the news of the day, most relevant to NHB (from target national and international media sources) and delivered early in the morning every day, before 08.30 am IST, in an elegant desktop and mobile device friendly format.
- The news items must be available on URL where "full text news articles" may be given. The newsletter would contain "headline" along with a short summary or abstract of the news articles covered. The full content should be made available with the newsletter through hyperlinks.
- The users should be able to search and access full text news articles from an archive. The archive should contain news items of past ten years.
- The news summary and full content should be compatible with all kinds of communication devices like mobiles, ipad, tablets, etc.
- News Summary should contain news items culled out from leading national and international dailies of English and major Hindi publications. It should have the capability to search and provide news items in 11 vernacular languages (Assamese, Bengali, Oriya, Tamil, Malayalam, Kannada, Telugu, Gujarati, Punjabi, Urdu, Marathi), if required. Further, it should have the capability to provide coverage from global media on need basis. The service should be able to provide the English version of vernacular and foreign news on demand.

- The service should have the capability to provide the coverage of all NHB related news-subject wise.
- The service provider should subscribe to all the leading newspapers that have paid content.

Select group of users from NHB should have online/web access to comprehensive media database for ad-hoc and on-demand search. The database should contain full text (and other formats) content with translation from important publications across the world in major languages. Appropriate meta-tagging technology should be available to facilitate rendering of relevant content. The search functionality should allow users to search news articles across media sources (print, online, business/ news wires) as well as social media (Twitter, Facebook, LinkedIn, Instagram, blogs) across the world by date, subject, region, sources, author, etc., or by applying specific 'key words'. It should also provide the users the facility to search, share, save and print the contents as and when required.

The software tool to search and monitor news of interest to NHB should be flexible and help in customizing the searches/ alerts as and when required. There should be facility for these users to perform media analytics. Tools for measuring media space in terms of column, centimeters, bytes, etc., and presenting the results in graphs or other visualizations to facilitate and assist NHB in this process should be part of the offer.

Illustrative List of Media and subjects covered is provided below:

Annex for Media Clipping Service Subjects covered	Areas covered	National and Regional (English) Newspapers	National Financial newspapers/ Magazines	International Newspapers/ Magazines	Hindi newspapers
• NHB • RBI • World bank • International Monetary Fund • Economy • Finance • Banking including individual banks and institutions • Capital Market • Insurance • Developments in International Economies • Developments in International Central Banking/ Central	• Editorials • Letters • Articles • News items • Photos • Titbits • Journals and Business magazines	• Times of India • Indian Express • Hindustan Times • The Hindu • Pioneer • Telegraph • Asian Age • Free Press Journal • Deccan Herald • The New Indian Express • Statesman • Deccan Chronicle • Asian Age • The Tribune	• Economic Times • Financial Express • Business Line • Business Standard • The Mint • Financial/ Business Journals • Business India • Business World • Business Today • India Today • Outlook • Outlook Money	• Financial Times London • International Herald Tribune • Asia Wall Street Journal • Business Week • Fortune • New York Times • Los Angeles Times • Washington Post • The Economist • Bloomberg • The Week • Forbes	• नवभारत टाइम्स • नवभारत (दिल्ली) • दैनिक जागरण • दैनिक भास्कर • राजस्थान पत्रिका • बिजेनस स्टैंडर्ड • राष्ट्रीय सहारा • पंजाब केसरी

Banks, IMF, World Bank - Interviews by top management of NHB/ RBI/ World Bank/ IMF - Interviews of/write ups on guest dignitaries of NHB/ RBI/ World Bank/ IMF - Any other related topic as required from time to time.		- Mid-Day - Other prestigious and widely circulated newspapers/ magazines	- Economic and Political Weekly - Other prestigious and widely circulated newspapers/ magazines	Other prestigious and widely circulated newspapers/ magazines	- हिंदुस्तान - अमर उजाला - दिव्य भास्कर - जनसत्ता - अन्य प्रतिष्ठित और व्यापक परिचालन वाले समाचार पत्र
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Illustrative List of Social Media Platforms to be covered:

- Twitter (firehose)
- Facebook
- Blogs on forums (bidder to give an indicative list of blogs that would be covered)
- YouTube (real time)
- Instagram
- LinkedIn
- Reddit
- Quora
- Tumblr
- Scribd

4.1 Licensing

- Bidder would be required to factor use of the solution by 20 users. The Bank may, however, procure more licenses as and when required.
- It will be the responsibility of bidder to size the software licenses as per the requirement mentioned in this RFP.
- All these licensed users should have access to all the functionalities including availability of the solution on mobile devices as per the scope of this RFP.
- Media Monitoring and Analysis Service license must not restrict the licensed user to use the solution.
- Apart from a number of user licenses, there shall not be any restrictions in terms of use of the software by Bank's users either from Bank's corporate network or outside of Bank's network / internet.

Note:

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

5. Period of Contract

- i. The tenure of the contract would be one year from the date of user acceptance and shall be extendable at the discretion of bank.
- ii. The contract may also be extended on account of force majeure; however, no extra payment will be made for such extended period.

6. Service Level Agreement and Penalty clause

The purpose of this Service Level Agreement is to clearly define the levels of service which shall be provided by the selected bidder to the Bank for the duration of this contract.

- The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or/and to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- Any financial loss to the Bank on account of fraud taking place due to successful Bidder, its employee or their services providers' negligence shall be recoverable from the Successful Bidder along with damages if any with regard to the Bank's reputation and goodwill.

6.1. Service Level Penalties

- Bank expects that the Bidder shall be bound by the Service Levels described in this document.

S. No.	Number of Instances of Delayed Service and/or Wrong information is provided by the vendor (in a month)	Action (Subscription Fee)	Action (Penalty)
1.	≤ 2	Subscription fee for such days will not be paid	No Penalty will be levied

2.	3	Subscription fee for such days will not be paid	2% of the Total Contract Value
3.	4	Subscription fee for such days will not be paid	5% of the Total Contract Value. Also, PBG will be revoked, in such case.
4.	≥ 5	Subscription fee for such days will not be paid	10% of the Total Contract Value. Also, PBG will be revoked in such case. The contract may be discontinued, and the vendor may be delisted/blacklisted for such period as NHB deems fit.

- Wherever applicable as stated above while effecting any payment, deduction towards LD/penalty will be made. Hence, the bidder should raise the invoice deducting the penalty amount.
- The Bidder shall provide the services within 14 days of acceptance of work order.

The penalty is capped at a maximum 10 % of Total Contract Value.

7. Bidding Process (Two Stages) and Evaluation

For the purpose of the present job, a two-stage bidding process will be followed. The response to the RFP will be submitted in two parts:

- Technical bid Part I
- Financial bid Part II

The bidder will have to submit the Technical bid and Financial bid separately.

Technical Bid shall not contain any pricing or commercial information.

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

The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case the corrections shall be initialed by the person(s) signing the Bid.

7.1. Bid Evaluation Methodology

The objective of evaluation methodology is to facilitate the selection of the technically superior solution at optimal cost.

To meet NHB's requirements, as spelt out in the RFP, the selected Bidder must have the requisite experience in providing services sought by NHB, for the entire period of the contract. The evaluation process of the bids proposed to be adopted by NHB is indicated below. The purpose of it is only to provide the Bidder an idea of the evaluation process that NHB may adopt. NHB reserves the right to modify the evaluation process at any time during the tender process (before submission of technical and commercial responses by the prospective bidders), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation NHB may seek specific clarifications from any or all the Bidder.

It may please be noted that NHB reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RFP document.

The details of 'Minimum Eligibility Criteria', provided by the vendor in response to this RFP, will be evaluated first, based on the criteria described in Section 7.2. The Technical and Financial bid responses to this RFP will be considered further only for those vendors who meet the Minimum Eligibility Criteria.

Techno-Commercial Evaluation i.e., Quality cum Cost Based System (QCBS):

- Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) where Technical Bid Score will get a weightage of 70 and Financial Bid Score a weightage of 30.
- The technical and commercial response evaluation will be based on the criteria described in following section onwards.

7.2. Minimum Eligibility Criteria

Proposals not complying with the minimum eligibility criteria, as enumerated below, will be rejected, and will not be considered for the evaluation of technical bid. The proposal should adhere to the minimum eligibility criteria mentioned in Annexure D (also placed below). Following format is to be filled by the Bidder and must be submitted along with Technical Bid and relevant documentary proof.

Bidders have to submit the index page of the supporting documents while submitting response.

S No	Specific Requirement	Documents Required	Supporting Documents/Proof at Page No.
1)	The bidder must be a Company/LLP/Partnership Firm incorporated in India and registered under the Companies Act 1956/2013 or Limited Liability Partnership Act 2008 or Partnership Act 1932 as applicable and must have a registered office in India for at least 5 years.	Copy of Certificate of Incorporation / Registration	
2)	Firm should have all necessary licenses, permissions, consents, No Objections, approvals as required under law for carrying out its business. It should have	An undertaking to be submitted	

	currently valid GST and other applicable taxes registration certificates /PAN etc.		
3)	Average annual turnover of the Bidder during the last three financial years (2019-20, 2020-21, 2021-22) should be at least Rs. 50 Lakhs (Non-MSME) NO Turnover criteria for MSME/ Start Up Bidders.	Statutory Auditor/ CA Certificate with Registration Number / Seal along with Certified copy of audited accounts as supporting documents. Un-audited accounts will not be considered	
4)	Bidder must be in the business of implementing/supporting proposed Media Monitoring and Analysis Service in at least Three Banks/FIs/Regulatory Bodies in India, during the last 3 financial years	Work Order acceptance/ Completion Certificate/ Active Support order indicating the amount. References with following details for each reference to be provided: 1. Name of the Organization 2. Name of the Official 3. Contact number of Official 4. E-mail Id of Official 5. Work executed along with technical specifications	
5)	Bidder should: - • not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; • not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise	A self-certificate letter	

	disqualified pursuant to debarment proceedings; • not have a conflict of interest in the procurement in question as specified in the bidding document. • submit the duly executed copy of Pre-Contract Integrity Pact on non-judicial stamp paper (As per Annexure - O) • not have been blacklisted/debarred from participation in the bid process by any of the Govt. Departments/ PSU/ Banks/Financial Institutes/companies in India.		
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Note: Bidder to submit supporting documents and clearly flag the same.

7.3. Evaluation of Technical Bids

1. Minimum Eligibility Criteria bids received from the Bidder will be opened in the presence of representatives of the bidders who choose to be present as per the schedule notified by NHB. A detailed check & analysis will be subsequently carried out by NHB. Based on responses to 'Minimum Eligibility Criteria', Bidder will be short listed for further technical evaluation.
2. The Technical Bid will be analyzed and evaluated, based on which the Technical Score (TS) shall be assigned to each bid. Technical Bids receiving a TS greater than or equal to a score of 70 (cut-off marks) will be eligible for consideration in the subsequent round. The parameters of the Technical evaluation are broadly as follows:

7.4. Technical Bids (Marks Distribution)

The technical bids will be evaluated out of a total of 100 marks, further sub-divided under following heads:

- a. Criteria Marks (38 marks)
- b. Presentation (30 marks)
- c. Coverage of Media Sources (32 marks)

Criteria and Point system for the evaluation of the Technical Bids are as under:

Description	Criteria Points	Max Marks / Minimum Qualifying Marks
1. Archival period for the newsletters and how long NHB staff can retrieve the old editions of the news items from your server.	Certificate by the bidder.	Max Marks: 06

• Less than three years • 3-5 years • More than 5 years	02 04 06	
2. Is the newsletter optimized for both desktop and mobile use?	Certificate by the bidder.	Max Marks: 04
• No • Yes	00 04	
3. The earliest possible time for delivering the newsletter.	Certificate by the bidder	Max Marks: 02
• 7-8:30 am • Before 7 am	01 02	
4. Sentiment Analysis - The software should be able to do sentiment analysis of article sentiment in selected languages.	Details of the processing to be provided by the bidder.	Max Marks: 06
• None • Partial-Natural Language Processing (NLP)/Sentiment analysis • Advanced sentiment analysis (e.g., using Artificial Intelligence/ Machine Learning)	02 04 06	
5. Reports on coverage of special events on need basis, to the satisfaction of the NHB.	Certificate by the bidder	Max Marks: 05
• Complete report in 7 days or more • Complete report in 3-6 days	02 05	
6. Coverage of Hindi/Regional newspapers	Details of the languages covered with evidence of previous coverage to be provided	Max Marks: 06
• 12-15 languages • More than 15 languages	03 06	

7. Number of Banks / FIs / Regulatory Bodies worked for, in the last 3 years?	Appointment letters from the respective clients	Max Marks: 09
Worked with 4-8 Banks / FIs / Regulatory Bodies	01	
Worked with 9-12 Banks / FIs / Regulatory Bodies	04	
Worked with >12 Banks / FIs / Regulatory Bodies	09	
8. Presentation covering the following points:	Max Marks: 30	Minimum Qualifying Marks: 21
How the search function works. How search service will help NHB perform specialized and ad hoc searches and share the content with internal stake holders – for both print and social media. This would also include searches in vernacular media and languages.	05	3.5
The curation process and de-duplication (duplication removal) method to ensure the daily newsletter is absolutely noise free, would be needed for evaluation.	05	3.5
Ability to provide qualitative and quantitative analysis of print and social media coverage of NHB so as to measure the effective evaluation of communication effort from NHB.	05	3.5
Outline any tools such as graphs, facility to set industry filters, source filters, geographical filters, duplicate elimination filters or other visualizations that will	05	3.5

facilitate and assist NHB in this process.		
How can NHB access old content when required?	05	3.5
How would NHB be able to track and analyze market sentiment across different topics, pertaining to different audiences?	05	3.5

Coverage of Media Sources (32 Marks)

Newspapers, on-line portals and blogs would be covered, including content with copyrights and subscription-based content and Hindi/regional content.

Table 7.4.c

S. No.	Topic	Covered or Not	
		Yes (0.5 Mark)	No (0 Mark)
1	NHB related news		
2	RBI related news		
3	World Bank related news		
4	IMF related news		
5	Times of India		
6	Indian Express		
7	Hindustan Times		
8	The Hindu		
9	Pioneer		
10	Telegraph		
11	Asian Age		
12	Free Press Journal		
13	Deccan Herald		
14	The New Indian Express		
15	Statesman		
16	Deccan Chronicle		
17	Asian Age		
18	The Tribune		
19	Mid-Day		
20	Economic Times		
21	Financial Express		
22	Business Line		
23	Business Standard		
24	The Mint		

25	Business India		
26	Business World		
27	Business Today		
28	India Today		
29	Outlook		
30	Outlook Money		
31	Economic and Political Weekly		
32	Financial Times London		
33	International Herald		
34	Tribune		
35	Asia Wall Street Journal		
36	Business Week		
37	Fortune		
38	New York Times		
39	Los Angeles Times		
40	Washington Post		
41	The Economist		
42	Bloomberg		
43	The Week		
44	Forbes		
45	Twitter		
46	LinkedIn		
47	Instagram		
48	Scribd		
49	Quora		
50	Tumblr		
51	Reddit		
52	Youtube		
53	नवभारत टाइम्स		
54	नवभारत (दिल्ली)		
55	दैनिक जागरण		
56	दैनिक भास्कर		
57	राजस्थान पत्रिका		
58	बिजेनस स्टैंडर्ड		
59	राष्ट्रीय सहारा		
60	पंजाब केसरी		
61	हिंदुस्तान		
62	अमर उजाला		
63	दिव्य भास्कर		

64	जनसत्ता		
	Marks Obtained (Out of 32)		

Marks will be assigned against each topic. 0.5 mark will be assigned, if the topic is covered, and 0 mark will be assigned for every non-covered topic by the bidder. The maximum score is 32.

Table 7.4.c, duly filled by the bidder must be provided while submitting the bids, as a part of the Technical Evaluation of bids.

- Bidders have to provide copies of supporting documents against each criterion mentioned above, without which bid may be rejected. Bidders will submit index page of the supporting documents while submitting response.
- The minimum qualification score to be eligible for presentation would be 49 (cut-off marks) out of 70 marks - Criteria Points (38) and Coverage of Media Sources (32).
- Bidders will be provided at least 2 days prior notice for making the presentation.
- The minimum qualifying score in the presentation will be 21 out of 30.
- The minimum qualification score of the Technical Bids will be 70 (cut-off marks) out of a Total 100 marks.
- The Evaluation of the Technical Bids is given below:
 - The bidder securing highest marks as per marks distribution in the above table will be assigned the maximum Technical Score of 100 points.
 - The Technical Scores of the other Technical Bids will be computed relative to the highest evaluated Technical Bidder's score.
 - The Technical Score computing methodology is as follows:

$$\text{Technical Score (Bid under Consideration)} = \frac{100 \times \text{Marks of the Bidder under consideration}}{\text{Marks of the Highest Scoring Bidder}}$$

7.5. Financial Bid

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

The evaluation of the Financial Bids would be as follows:

- The lowest bid (As per Total Cost "C" of Annexure I) will be assigned the maximum Financial Score of 100 points.
- The Financial Scores of the other Financial Bids will be computed relative to the lowest evaluated Financial Bid.

The Financial Score computing methodology is as follows:

$$\text{Financial Score (Bid under Consideration)} = \frac{100 \times \text{Price (Lowest Bid)}}{\text{Price (Bid under consideration)}}$$

7.6. Final Processing

- Proposals would be ranked according to their Final Score arrived at by combining Technical

and Financial Scores as follows:

Final Score (FS) = Technical Score X T + Financial Score X F

(T - Weightage given to the Technical Bid, F - Weightage given to the Financial Bid, T + F = 100)

- Weightage for the bids are as follows:

I.	Technical Bid	T	70%
II.	Financial Bid	F	30%
Total Weightage			100%

- The firm achieving the highest combined Technical and Financial Score may be invited for negotiations, if required.
- The Bank reserves the right to revise the evaluation criteria, methodology, distribution points and weightages; if it finds it necessary to do so.

8. Commercial Terms and Conditions

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

8.1. Price

- The Price quoted by the Bidder should include all type of costs.
- The price should be valid for full contract period of one year.
- The price should be inclusive of all taxes (except GST), duties, levies charges etc., till the bid validity period as per Financial Bid.
- The price quoted by the Bidder shall remain firm during the Bidder's performance of the contract i.e., for a period of one year which may be extended, if required, by NHB as per terms of RFP.
- Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- Based on the contracted rates, NHB will place order annually after the performance review. Please note that the bidder will conduct project reviews on quarterly basis at Bank' HO. All payments will be subject to positive review of the same by the Bank.
- Vendor to ensure that licenses are renewed without fail during the period of contract.

8.2. Payment Terms

Any payment will be released only after the submission of PBG (as per Clause 3.12) & post-signing of applicable agreements (SLA & NDA) as per the following payment terms.

- The submission and payment of the bill will be made on quarterly basis.
- The service provider should quote the cost in ₹ and the bill will have to be submitted in ₹.
- No advance payment will be made. Payment would be made within one month of submission of the bill.
- If the vendor fails to perform its obligations within the stipulated time, NHB may, at its discretion, impose a penalty by way of deduction from the bill and invoking of the bank guarantee.
- Pl read with the Financial Bid in Annexure I.

- f. Only applicable GST will be paid as per prevalent statutory rate during the period of service provided.
- g. The payment towards future requirements will be made on completion of assignment/s and subject to the satisfaction of the Bank.
- h. Any additional requirement will be invoiced base on commercial terms of RFP. Bidder will invoice only after taking approval from the Bank.
- i. The bidder shall raise invoice for the period along with credit note for penalty for that quarter. The net of same will be released.
- j. Payment for any period will be made after deducting TDS/other taxes and applicable penalty/LD pertaining to the quarter.
- k. On receipt of payment advice from bank, bidder has to acknowledge the same and submit payment receipt / confirmation.
- l. Payment for subsequent period will be made subject to satisfactory performance during serviced period.
- m. All the payments will be made by NHB electronically through RTGS/ NEFT. Hence, Bidder to submit ECS Mandate Form (as per Annexure J) along with cancelled cheque in original with Minimum Eligibility bid.
- n. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- o. All payments will be released within 4 weeks of receiving the undisputed invoice along with credit note/invoice, if applicable.
- p. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted.

8.3. Payment in case of Termination of contract

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

9. General Terms and Conditions

- 9.1 The Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures. Failure to furnish all information required in the RFP documents, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information as part of response to this RFP Document may result in rejection of the proposal.
- 9.2 All such amendments made by NHB to the RFP shall become part and parcel of the RFP and same will be notified on HB's website. The Bidders are required to have a watch on NHB's website for any such amendment.
- 9.3 Bidders must take into consideration each and every line of this RFP document while preparing technical and commercial proposal for the project. Bidders are requested to get any issue clarified by NHB before submitting the responses/Bids. The Bids submitted should be complete in all respect meeting all deliverables under the project. It will be the sole responsibility of the

successful Bidder to deliver each and everything as per the scope of the work during the contracted period. NHB will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right perspective.

- 9.4 NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.
- 9.5 NHB shall be under no obligation to accept the lowest or any other offer/Bid received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. NHB reserves the right to make any changes in the terms and conditions of contract. NHB will not be obliged to meet and have discussions with any Bidder, and or to consider any representations. NHB reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of NHB in this regard is final and no further correspondence in this regard will be entertained.
- 9.6 Although service window has been defined as 10.00 am to 6.00 pm, the selected Bidder must provide services beyond the above time in case of urgent requirement of NHB without any extra cost.
- 9.7 Notwithstanding anything to the contrary contained in the contract, NHB shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if the successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
- 9.8 On faithful and satisfactory execution of assignments under the contract in all respects, the PBG of the successful Bidder will be released by NHB, if not forfeited due to any reason as provided herein, after a period of 03 months after completion/execution of the assignments/contract.
- 9.9 Bidder must deploy manpower having requisite qualification, experience, skill set etc. till the completion of the project/contract.
- 9.10 NHB reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of NHB, the information furnished is incomplete or the Bidder does not qualify for the contract.
- 9.11 The scope of the proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this RFP, on end-to-end solution basis.
- 9.12 The Financial and Technical Bids will have to be signed on all pages of the Bid by the authorized signatory. Unsigned Bids would be treated as incomplete and would be rejected.
- 9.13 By submitting proposal/bid, the Bidder agrees to promptly execute contract with NHB for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract/service level agreement with NHB, will relieve NHB of any obligation to the Bidder, and a different Bidder may be selected.

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

9.15 The bidder shall submit the Signed Integrity Pact on Rs 100/- Stamp paper along with the technical bid.

9.16 All expenses related to execution of the agreements including costs of stamp paper, stamp duty to be borne by the selected vendor.

10. Acceptance of Work Order /Letter of Award

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

11. Definitive Agreement

The successful Bidder will sign Service Level Agreement (SLA) substantially in the format as provided in **Annexure M** and the Confidentiality cum Non-Disclosure Agreement (NDA) in **Annexure N** with NHB within 15 days of the letter of award (LoA)/work order or within such extended period as may be decided by NHB. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement/s as a result of this RFP process shall be borne by successful Bidder. Copy of Board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and non-disclosure agreement, should be submitted.

12. 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 the Buyer to carry out the assignment in a specified manner. The format of Pre-Contract Integrity Pact will be as per Annexure – 'O'. The same shall necessarily be submitted along with the Technical Bid.

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

- Denial or loss of contracts;
- Forfeiture of the EMD/Bid security and performance bond/PBG;
- Liability for damages to the principal and the competing Bidders; and
- 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.

13. Taxes

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

14. Use of Contract Documents and Information

The Vendor shall not, without NHB's prior written consent, make use of any document or information provided by NHB in Bid document or otherwise except for purposes of performing the contract.

15. Assignment

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

16. Duration of Contract

The contract will be valid till One year from the date of the work order/letter of award and all the deliverables should be delivered within defined Implementation schedule from the date of work order as defined in this RFP.

17. Warranty

- 17.1. The Bidder shall provide all the updates, patches etc. without any extra cost to the Bank.
- 17.2. The bidder must supply the details of its service/support infrastructure meant for registering the complaints along with the contact numbers like mobile nos., phone nos., electronic mail addresses and names etc. of its service engineers. The bidder is required to provide 24x7x365 after-sales service/support for the complaints received from the bank.
- 17.3. The Vendor should guarantee that the software package and licenses supplied to The Bank is licensed and legally obtained.

18. Removal and/or Replacement of Personnel

- a) If, for any reason beyond the reasonable control of the Vendor, it becomes necessary to replace any of the Key Personnel (personnel(s) according to NHB engaged for key assignments under the contract by the Vendor), the Vendor shall forthwith provide as a replacement a person of equivalent or better qualifications and skills. In case of a critical vacancy, the Vendor shall provide a temporary resource for not more than 2 months. The temporary resource shall be of equivalent qualifications and shall be paid not more than 90% of the agreed rate of the personnel being replaced.
- b) If NHB finds that any of the Personnel has (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) there is a reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Vendor shall, at NHB's written request specifying the grounds, therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to NHB.
- c) For any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Vendor may wish to claim as a result of such replacement, shall be subject to the prior written approval by NHB. Except as NHB may otherwise agree, (i) the Vendor shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid

for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

19. Suspension of Work

The Bank reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the contract. The Bank will issue orders for suspension or reinstatement of the work to the Bidder in writing. The time for completion of the work will be extended suitably to account for duration of the suspension.

20. Termination of Contract

The quality of support services given by the service providers will be reviewed by Bank every twelve months and if the services are not found satisfactory, the Bank reserves the right to cancel the contract by giving one month's notice to the service provider. The decision of the Bank regarding quality of services shall be final and binding on the service provider.

21. 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. Shortfall in achieving the Service Level requirement successively in two quarters or any three quarters in a financial year.
- ii. Bidder fails to perform any other obligation(s) under the contract.
- iii. Any threat is perceived or observed on the security of bank's data / property out of any action by the staff deployed for monitoring / configuration etc., by Vendor.
- iv. However, either party, in the case of termination, will give 3 months' notice to the other party.
- v. The Bank, at its discretion, may terminate the contract by giving written notice to the bidder if the bidder fails to perform satisfactorily elapsing 4 weeks from the date of work order, due to any reason apart from related to Bank as mutually agreed.

The Bank may, at any time terminate the contract by giving written notice to the Service provider if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

x-x-x

Annexures

Annexure 'A' - Bidder Information

PART - I: Bidder Information

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

S. No.	Information	Particulars / Response
1.	Company Name	
2.	Date of Incorporation	
3.	Type of Company [Company/LLP/Partnership Firm incorporated in India and registered under the Companies Act 1956/2013 or Limited Liability Partnership Act 2008 or Partnership Act 1932 as applicable]	
4.	Registration No. and date of registration. Registration Certificate to be enclosed	
5.	Address of Registered Office with contact numbers [phone /fax]	
6.	GSTIN	
7.	PAN No	
	Contact Details of Bidder authorized to make commitments to NHB	
8.	Name	
9.	Designation	
10.	FAX No	
11.	Mail ID	
12.	Company Head Office and Addresses Contact Person(s) Phone Fax E-mail Website	
13.	Whether bidder has provided proposed solution with focus on scope as defined in this RFP	Yes / No / Comments (if option is 'No')

RFP for Acquisition of Subscription-based Media Monitoring and Analysis Service at National Housing Bank

14.	Whether the Bidder is blacklisted / debarred at the time of submission of this Tender, by Government of India or Central PSU / PSE/ PSB/ FI/Regulatory Bodies. If yes, please give details	Yes/No/Comments (if option is 'Yes') (If option is 'Yes' Bidder may Not be considered)		
15.	Please mention turnover and Net Profit/Loss for last three years and include the copies of Balance Sheet in support of it.	Year	Turnover	Net Profit/Loss(-)
		2019-20		
		2020-21		
		2021-22		

Audited/Provisional/CA certificate of Balance sheet and Profit & Loss accounts for last 3 years to be submitted.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Annexure 'B'- Bidder Experience Details

S. No.	Information	Particulars / Response		
1.	Bidder's experience providing proposed solution (in years)			
	a) Experience in India			
	b) Global experience			
2.	Details of minimum three service contracts on proposed implementations in India.			
		Name of the customer & Contact Information (Email id and Office Number and Mobile Number)	Active/Expired	Contract Period (From to To Date)
	Project 1			
	Project 2			
	Project 3			
3.	Total number of proposed contracts executed.			
4.	No. of qualified professional employed			
5.	No. of qualified professional employed in NCR office & Mumbai			
6.	Number of operating offices in India			
7.	Details of Reference Client Sites			
	Reference site 1			
	Reference site 2			
8.	Operating Office in Delhi-NCR & Mumbai.			

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Annexure 'C' - Compliance Statement Declaration

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.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Annexure 'D'- Minimum Eligibility Criteria

Following format to be filled by the Bidder and must submitted along with Technical Bid and relevant documentary proof.

Bidders will submit index page of the supporting documents while submitting response.

S No	Specific Requirement	Documents Required	Supporting Documents/Proof at Page No.
1)	The bidder must be a Company/LLP/Partnership Firm incorporated in India and registered under the Companies Act 1956/2013 or Limited Liability Partnership Act 2008 or Partnership Act 1932 as applicable and must have a registered office in India for at least 5 years.	Copy of Certificate of Incorporation / Registration	
2)	Firm should have all necessary licenses, permissions, consents, No Objections, approvals as required under law for carrying out its business. It should have currently valid GST and other applicable taxes registration certificates /PAN etc.	An undertaking to be submitted	
3)	Average annual turnover of the Bidder during the last three financial years (2019-20, 2020-21, 2021-22) should be at least Rs. 50 Lakhs (Non-MSME) NO Turnover criteria for MSME/ Start Up Bidders.	Statutory Auditor/ CA Certificate with Registration Number / Seal along with Certified copy of audited accounts as supporting documents. Un-audited accounts will not be considered	
4)	Bidder must be in the business of implementing/supporting proposed Media Monitoring and Analysis Service in at least Three Banks/FIs/Regulatory Bodies in India, during the last 3 years	Work Order acceptance/ Completion Certificate/ Active Support order indicating the amount. References with following details for each reference to be provided: 1. Name of the Organization 2. Name of the Official 3. Contact number of Official 4. E-mail Id of Official	

		5. Work executed along with technical specifications	
5)	Bidder should: - • not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; • not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; • not have a conflict of interest in the procurement in question as specified in the bidding document. • submit the duly executed copy of Pre-Contract Integrity Pact on non-judicial stamp paper (As per Annexure - O) • not have been blacklisted/debarred from participation in the bid process by any of the Govt. Departments/ PSU/ Banks/Financial Institutes/companies in India.	A self-certificate letter	

Annexure 'E'- Manufacturer Authorization Format

//To be submitted for respective Infrastructure Item

Ref:

Date:

To
The Head of the Department
IT Department
National Housing Bank, New Delhi

Dear Sir,

Sub: **Implementation of Media Monitoring and Analysis Service at National Housing Bank**

Reference:

We <OEM Name> having our registered office at <OEM Address> are the manufacturer of "....." do hereby authorize M/s _____
(Name and address of the Partner) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates/upgrades. The cost quoted by the bidder includes back-to-back OEM support charges for the entire period of contract or till the services are renewed by the bidder whichever is later.

We also confirm that we will ensure all product upgrades (including management software upgrades and new product feature releases) are provided by M/sfor all the products quoted for and supplied to the bank during the contract period.

We also undertake that in case of failure in implementation of the solution as per scope mentioned in the RfP by the <Bidder Name>, we will take ownership to implement the same either ourselves or through our other authorized partner as per scope of the RFP.

The cost quoted by M/s is inclusive of back-to-back support from OEM.....

<OEM Name>

Authorized Signatory
Name
Designation

Note: This letter of authority should be on the letterhead of the OEM and should be signed by a person

competent and having the power of attorney to bind the company. It should be included by the bidder in the bid.

Annexure 'F'- Technical Bid Covering Letter

Date:

To
The Head of the Department
Information Technology Department
National Housing Bank - Head Office
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,
New Delhi – 110003

Dear Sir,

Technical Bid: **Implementation of Media Monitoring and Analysis Service at National Housing Bank**

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 separate envelope.

We also enclose masked Financial Bid.

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

Dated at ____ / ____ day of ____ 2023.

Yours faithfully,
For

Signature
Name:

Address:
(Authorised Signatory)

Annexure 'G' - Technical Bid Format

Technical Bid Format

Bidder response to the Technical Bid of this Tender document must be provided as detailed in Section 7.4 of the RFP. Any extra information may be provided as separate section at the end of Technical Bid document. Technical bid should be submitted with covering letter.

1. Details as detailed under Chapter 7.4
2. List of Deviations as per Annexure Q.
3. Technical Bid/Proposal Covering Letter (as per Annexure – 'F')

Annexure 'H'- Financial Bid Covering Letter

Date:

The Head of the Department
Information Technology Department
National Housing Bank - Head Office
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,
New Delhi – 110003

Dear Sir,

Financial Bid –Implementation of Media Monitoring and Analysis Service at National Housing Bank

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your Request for Proposal [Insert RFP Number] dated [Date], and our Proposal (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., [Insert date].

Yours faithfully,
For

Signature

Name
Address

(Authorized Signatory)

Annexure 'I'- Financial Bid Format

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

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 financial Bids must be given with technical Bid. All the pages of financial Bids must be sealed and signed by authorized signatory.
- All the quoted costs must include all applicable taxes, charges and other levies.
- All the rates must be quoted in INR.
- The prices in any form or by any reasons should not be disclosed in the technical or other parts of the Bid except in the financial Bid. Failure to do so will make the Bid liable to be rejected.
- The commercials quoted in the financial Bid are valid for six months from the date of opening of financial Bids.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

I. Annual Subscription Charges**Table 1***(All Amount in ₹)*

S. No.	Item Description	Total Cost excl. taxes	Applicable Taxes	Total Cost
1.	Annual Subscription Charges for 20 licenses (Total Contract Value) = [A]			

II. Future/Optional Cost**i. Additional License Cost****Table 2***(All Amount in ₹)*

S. No.	Item Description	Total Cost excl. taxes	Applicable Taxes	Total Cost
1.	Cost for additional user licenses for 5 users each (Total Future/Optional Cost) [B]			

III. Total Cost of Ownership (TCO)**Table 3***(All Amount in ₹)*

S. No.	Parameter	Total Cost excl. taxes	Applicable Taxes	Total Cost
1.	Total Cost of Ownership (TCO) = [A]+[B]			

Financial Evaluation

- Total value, as per Table 4 below, will be considered for Financial Bid Evaluation.
- Values under "Total Cost" column quoted in above tables will be considered for financial evaluation.

Table 4*(All Amount in ₹)*

S. No.	Item Description	Total Cost excl. taxes	Applicable Taxes	Total Cost
1.	Total Value for Financial Bid Evaluation (C)=80% of [A] + 20% of [B]			

Note: This value (C) will be used to arrive at lowest bidder for further evaluation as per terms of RFP

Bidders are requested to please make note the following:

- Masked financial bids must be given with Minimum Eligibility Bid, failing which bids shall be liable to be rejected. Masked financial bid should not contain any financial information.
- Rates quoted herein are valid till the end of the contract.

- All the rates must be quoted in INR.
- The bidder's short listing will be done based on QCBS evaluation methodology defined in the RFP, and the renewal order for 2nd year onwards shall be placed in respective years.
- Conditional financial bids would be rejected.
- The Bank shall release separate purchase orders for Optional Items, if and when required.
- No separate price structure / format will be accepted.

Authorized Signatories

(Name & Designation, seal of the company)

Date

Annexure 'J'- ECS Mandate

[To be submitted along with Technical Bid]

FORM FOR PROVIDING DETAILS OF BANK ACCOUNT FOR CREDIT OF PAYMENT FROM NATIONAL HOUSING BANK

(Please fill in the information in CAPITAL LETTERS)

1. Name of the vendor/supplier _____

2. Address of the vendor/supplier _____

City _____ Pin Code _____

E-mail id _____

Phone / Mobile No. _____

Permanent Account Number (PAN) _____

Service Tax Registration No. _____

TIN No. _____

3. Particulars of Bank Account

A. Name of Account same as in the Bank _____

B. Name of the Bank _____

C. Name of the Branch _____

D. Address of the Branch with Tel No. _____

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

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

G. MICR No. _____

H. IFSC Code of the bank branch (to be obtained from the respective branch) _____

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

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

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

Place:

Date:

Authorized Signatory/ies

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

Bank's Stamp:

Date:

Signature of the Authorized Official of the Bank

Annexure 'K' - Letter of Competence Format

[To be submitted along with Technical Bid]

[To be executed on a non-judicial stamp paper]

Letter of Competence for Quoting against NHB's RFP No. /

This is to certify that we [Insert name of Bidder], Address.....are fully competent to undertake and successfully deliver the scope of services mentioned in the above RFP. This recommendation is being made after fully understanding the objectives of the project and requirements like experience etc.

We certify that the quality and number of resources to be deployed by us for the purpose will be adequate to meet the requirement and provide the services professionally and competently.

We also certify that all the information given by in response to this RFP is true and correct.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Annexure 'L'- Format of Bank Guarantee
(To be executed on a non- judicial stamp paper)

To
National Housing Bank

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

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

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

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

(Signature)

Designation/Staff Code No.

Bank's seal

Attorney as per power of Attorney No. Dated

**Annexure 'M'- Service Level Agreement
(To be executed on a non- judicial stamp paper)**

Service Level Agreement

THIS SERVICE LEVEL AGREEMENT (hereinafter referred to "the **Agreement**") is made on this _____ day of the month of _____, 202_, by and between,

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

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

(Hereinafter NHB and the Vendor are collectively referred to as "the Parties" and individually as "the Party")

WHEREAS

- (A) NHB intends to hire the Vendor for _____, as detailed in the Request for Proposal no. _____ on _____ (date) (including Corrigendum/Clarification, if any, issued) (hereinafter collectively referred to the "**RFP**" attached hereto as **Appendix- I**).
- (B) The Vendor has been selected through open tendering process by way of floating the RFP by NHB followed by evaluation of Technical & Financial Bids of the Bidders and accordingly the letter of award no. _____ dated _____ ("LoA") (attached hereto as **Appendix- II**) has been issued by NHB to the Vendor;
- (C) The Vendor has accepted and agreed to provide the Services in accordance with terms and conditions of RFP and the LoA.
- (D) In terms of the RFP, NHB and the Vendor have agreed to enter into this Service Level Agreement in the manner hereinafter appearing:

NOW THEREFORE the Parties hereby agree as follows:

1. GENERAL PROVISIONS

1.1 Definitions

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

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

1.2 Principles of Interpretation

In this Agreement, unless the context otherwise requires:

- a) All capitalized terms unless specifically defined in this Agreement shall have the meaning given to them in the RFP;
- b) Words and abbreviations, which have well known technical or trade/commercial meanings are used in this Agreement in accordance with such meanings;
- c) The RFP, the LoA and the NDA along with the Appendices/ Attachments hereto, shall form part and parcel of this Agreement and shall be read together for all purpose and effect.
- d) In case of any inconsistency or repugnancy between the provisions contained RFP, LoA and this Agreement, unless the context otherwise requires, the opinion of NHB shall prevail to the extent of such inconsistency or repugnancy and the same shall be binding on the Vendor.

1.3 Purpose

1.3.1 It is hereby agreed that the Vendor shall provide the Services to NHB as set out in the RFP till the completion of the Project. The objective of the Project is to make _____.

1.3.2 Performance of the Scope of Work

The Vendor shall perform all the services as set out in the Scope of Work and complete the Deliverables within the prescribed time lines in terms of the RFP and the entire assignment shall be completed within the Term of this Contract.

1.3.3 Term/Period of Contract

The entire assignment as detailed in the Scope of Work under this Contract shall be completed within a period of _____ (“**Term**”) starting from _____ by the Vendor unless the period is extended in accordance with this Agreement.

1.3.4 Contract Price

The entire assignment to be performed under this Contract is fixed price contract and the Vendor shall be paid the total price consideration of Rs. _____ (Rupees _____) (“**Contract Price**”) for the satisfactory performance/execution of the entire assignment under the Project. The Contract Price shall be paid by NHB as per the payment terms agreed at Clause 4.2 of this Agreement.

1.4 Relation between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between NHB and the Vendor. The Vendor, subject to this Agreement, has complete charge of personnel to be engaged by the Vendor for performing the Services and shall be fully responsible for the works to be performed by them or on their behalf hereunder and also for the quality of the work done by their personnel.

1.5 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.6 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.7 Notices

1.7.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been

given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the following address:

For NHB:

Attention: _____

Fax: _____

For the Vendor:

Attention: _____

Fax: _____

1.7.2 Notice will be deemed to be effective as follows

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

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

1.8 Location

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

1.9 Authority of Vendor

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

1.10 Taxes and Duties

The Vendor and their personnel shall pay any other taxes, duties, fees, levies, and other impositions levied under the existing, amended, or enacted laws during the tenure of this Agreement and NHB shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed from the payments to be made to the Vendor.

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Agreement deemed to have taken effect from the date of acceptance of the Letter of Award

(LoA) by the Vendor i.e. w.e.f.

2.2 Commencement of Services

The Vendor shall begin carrying out the Services immediately viz. from the date of acceptance of LoA, or on such date as the Parties may agree in writing.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause-2.8 hereof, this Contract shall expire on the expiry of the Term as stated on Clause 1.3.3 herein unless the Term is extended in accordance with the Clause 2.6.4.

2.4 Entire Agreement

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

2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services/Scope of Work, may only be made by written agreement between the Parties and shall not be effective until the consent of the Parties has been obtained, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.6 Force Majeure

- **Definition**

In the event of either Party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the Party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire, Flood and Acts and Regulations of respective government of the two Parties directly affecting the performance of the Contract.

Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other Party within 72 hours of the ending of the cause respectively. If the deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, NHB shall have the option of canceling this Contract in whole or part at its discretion without any liability on

its part.

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

- **No Breach of Contract**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

- **Measures to be taken**

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

- **Extension of Time**

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

- **Consultation**

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

2.7 Suspension

NHB may, by written notice of suspension to the Vendor, suspend all payments to the Vendor hereunder if NHB is not satisfied with the performance of the Vendor or if the Vendor fails to perform any of their obligations under this Contract, including the carrying out of services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Vendor to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the Vendor of such notice of suspension and shall invoke contract

performance guarantee.

2.8 Termination

2.8.1 By NHB

NHB may by not less than fifteen (15) calendar days written notice of termination to the Vendor, (except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause-2.8.1, terminate this Contract:

- (a) If the Vendor fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause-2.7 here-in-above, within thirty (30) days of receipt of such notice of suspension or within such further period as NHB may have subsequently approved in writing;
- (b) If the Vendor becomes insolvent or bankrupt or enters into an agreement with its creditors for relief of debt or take advance of any law for the benefit of debtors or goes into liquidation receivership whether compulsory or voluntary;
- (c) If the Vendor fails to comply with any final decision reached/award passed as a result of arbitration proceedings pursuant to Clause-8 hereof;
- (d) If the Vendor submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the Vendor knows to be false;
- (e) If, as a result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) In the event it comes to the notice of NHB that any of the representations and/or warranties made by the Vendor either in the Bid Documents or in the subsequent correspondences are found to be false and/or the Vendor/its personnel are found to be involved in any fraudulent or criminal act;
- (g) If NHB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.8.2 Cessation of Rights and Obligations

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

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

2.8.3 Cessation of Services

Upon termination of this Contract by notice pursuant to clauses-2.8.1 hereof, the Vendor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the

Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.8.4 Payment in case of termination of contract

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

3.0 OBLIGATIONS OF THE VENDOR

3.1 Standard of Performance

The Vendor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, technical and engineering practices, and employ appropriate advanced technology, safe and effective equipment, machinery, materials and methods. The Vendor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to NHB, and shall at all times support and safeguard NHB's legitimate interests in any dealings with third parties.

3.2 Law Governing contract

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

3.3 Conflict of Interest

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

3.4 Vendor Not to Benefit from Commissions/Discounts etc.

The payment of the Vendor by NHB shall constitute the Vendor's only payment in connection with this Contract or the Services, and the Vendor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Vendor shall use their best efforts to ensure that its Personnel similarly shall not receive any such additional payment.

3.5 Vendor and Affiliates not to be otherwise interested in /benefited from the Project

The Vendor agrees that, during the term of this Contract and after its termination, the Vendor

shall not create any work/ opportunity for itself and for any of its affiliates from this Project/ assignment and/or derive any financial benefits directly or otherwise, other than what is agreed to be paid as professional fee as mentioned at Clause 4.2 for this assignment.

3.6 Prohibition of Conflicting Activities

The Vendor and its affiliates shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. The Vendor and its affiliates hired to provide services for the proposed assignment will be disqualified from services related to the initial assignment for the same Project subsequently.

3.7 Confidentiality

The Vendor and its Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Agreement or NHB's business or operations without the prior written consent of NHB.

A separate non-disclosure cum confidentiality agreement ("NDA") will be signed between the Vendor and NHB, if required.

3.8 Insurance to be taken out by the Vendor

The Vendor shall take out and maintain at their own cost, appropriate insurance against all the risks, and for all the coverage, like workers compensation, employment liability insurance for all the staff on the assignment, comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Vendor or their staff on the assignment

3.9 Liability of the Vendor

The Vendor shall be liable to NHB for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by NHB as a result of a default of the Vendor in such performance, subject to the following limitations:

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

3.10 Indemnification of NHB by the Vendor

The Vendor shall indemnify NHB and shall always keep NHB, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the Vendor or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Vendor or its personnel; and/or (iii) any claim made by employees who are deployed by the Vendor against NHB; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statutes/various labour laws by the Vendor to its employees; and/or (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or (vi) any breach of the confidentiality obligations mentioned under clause 3.7 and /or NDA.

3.11 Limitation of Liability

- (i) The Vendor's aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to the total contract value.
- (ii) The Vendor's liability in case of claims against NHB resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the Vendor shall be actual and unlimited.
- (iii) Under no circumstances, NHB shall be liable to the Vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages.

3.12 Vendor's Actions Requiring Owner's Prior Approval

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

3.13 Reporting Obligations

The Vendor shall submit to NHB the reports and documents within the timelines set forth in the Offer Letter, including any supporting data required by NHB.

3.14 Documents prepared by the Vendor to be the Property of NHB:

All software, algorithms, reports and other documents prepared/developed by the Vendor in performing the Services shall become and remain the property of NHB, and the Vendor shall, not later than upon termination or expiration of this Contract, deliver all such documents to

NHB, together with a detailed inventory thereof. The Vendor may retain a copy of such documents and shall not use them for purposes unrelated to this Contract without the prior written approval of NHB.

3.15 Vendor's Personnel

The Vendor shall ensure that personnel/employees engaged by him in the project/contract, have appropriate qualifications and competence as stipulated under the RFP and are in all respects acceptable to NHB. The Vendor will do its utmost to ensure that the personnel identified by the Vendor to work under this Agreement completes the Term. If any such personnel resigns from his job and leaves the Vendor, the Vendor will provide NHB with another personnel of equivalent knowledge, skill and experience acceptable to NHB as his substitute.

The Vendor shall strictly comply with all applicable labour laws and such other laws in relation to the services to be provided and the personnel engaged by the Vendor and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between NHB and said personnel so engaged by the Vendor.

The Vendor shall be responsible for making appropriate deductions in respect of income tax and any other statutory deductions under applicable laws in respect of its personnel/employees engaged by the Vendor under this Agreement. The Vendor agrees to indemnify NHB in respect of any claims that may be made by statutory authorities against NHB in respect of contributions relating to the personnel/employees engaged by the Vendor for performing the work under this Agreement. NHB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the Vendor.

3.16 Non-Compete

The Vendor will neither approach nor make any proposal for work for any employee of NHB directly or indirectly during the validity of this Agreement and for one year from the date of termination of this Agreement.

3.17 Change in Ownership or Constitution:

The Vendor will inform NHB immediately about any change in its ownership or its constitution. The Vendor will ensure that the NHB's interest will be protected with utmost care. If NHB is not satisfied with the change of ownership or constitution of the Vendor and/or with the new owner, NHB shall have the right of termination and in that event, the payment, if any, upon termination may be made as provided in clause 2.8.4.

3.18 Monitoring

The SLA parameters shall be monitored on continuous basis. If the performance is not satisfactory at any given point in time during the contract period and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of NHB, then NHB will have the right to take appropriate actions including termination of the contract.

3.19 Rights to Visit

All records of the Consultant relating to any matters covered by the RFP shall be made available to NHB including its authorized personnel at any time, as often as NHB deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

NHB, including its regulatory authorities like Reserve Bank of India shall have the right to verify, through their officials or such other persons as may be authorized, the progress of the project at the site of the Consultant or at the place where the services are being rendered by the Consultant.

NHB and its authorized representatives, including regulator like Reserve Bank of India shall have the right to visit any of the Consultant's premises to ensure that data provided by NHB is not misused. The Consultant will have to cooperate with the authorized representative/s of NHB or the Reserve Bank of India, as the case may be and will have to provide all information/documents required by NHB/RBI.

3.20 Audit

The Consultant shall allow and grant NHB, its authorized personnel, its auditors (internal and external) and/or the Reserve Bank of India/ other regulatory & statutory authorities, and their authorized personnel, unrestricted right to inspect and/ or audit its books and accounts, to provide copies of any audit or review reports and findings made on the Consultant, directly related to the Services.

In case any of the Services are further outsourced/ assigned/ subcontracted to other consultants in terms of the RFP, it will be the responsibility of the Consultant to ensure that the authorities /officials as mentioned above are allowed access to all the related places, for inspection and/ or audit.

3.21 Contingency Plans

The Consultant shall arrange and ensure proper Data Recovery Mechanism, Attrition Plan and other contingency plans to meet any unexpected obstruction to the Consultant or any employees or sub-contractors of the Consultant in rendering the Services or any part of the same under this Agreement to NHB.

3.22 Transition Requirement

In the event of failure of the Consultant to render the Services or in the event of termination of the Agreement or expiry of term or otherwise, without prejudice to any other right, NHB at its sole discretion may make alternate arrangement for getting the Services contracted with another consultant. In such case, upon receiving notice from NHB, the Consultant shall continue to provide the Services as per the terms of the Contract until the new consultant completely takes over the work. During the transition phase, the existing Consultant shall render all reasonable assistance to the new consultant within such period prescribed by NHB.

4.0 OBLIGATIONS OF NHB

4.1 Support:

NHB will provide the support as required necessary by it including giving access to the relevant and limited data maintained in its system to the Vendor for carrying out the assignment under the Contract.

4.2 Consideration & Payment Terms

In consideration of the Services performed by the Vendor under this Agreement, NHB shall make to the Vendor such payments and in such manner as specified in the RFP and/or the LoA.

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

4.3 Non-Solicitation:

NHB agrees not to make an offer for employment to any personnel provided/deployed by the Vendor under this Agreement, and, not to accept any application for employment from him/her, while he is under the term of this Agreement, and, for up to twelve (12) months from the date of last assignment of the work under this Agreement with NHB.

5.0 FAIRNESS AND GOOD FAITH

5.1 Good Faith

The Parties undertake to act in all fairness and good faith in respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract

6.0 UNDERTAKINGS:

The Vendor hereby further undertakes:

- (i) That the Vendor has gone through all the required/relevant and extant instructions/circulars of Government of India, Reserve Bank of India and /or any other concerned authority, GFR issued by Ministry of Finance, guidelines of CVC and provisions of the manual/relevant instructions of NHB, as applicable to the scope/area of its

work/operation under this Agreement and the advice/services to be rendered by it as the Vendor and it complies/will comply with all such requirements.

- (ii) That the Vendor has the necessary expertise to work and execute the Project as per the scope of work set out in detail in the RFP and it has the capability to deliver efficient and effective advice/services to NHB. It shall carry out the assignment under this Agreement with due diligence and with the highest standard of professionalism and business ethics.
- (iii) That being the Vendor of NHB for a consideration, it shall be accountable for (a) any improper discharge of the assignment under this Agreement and/or (b) any deviant conduct keeping in view the norms of ethical business and professionalism.
- (iv) That NHB shall have every right at its discretion to enforce such accountability in case of any improper discharge of contractual obligations and/or any advice/service rendered in the views of NHB is found to be grossly faulty/negligent/deficient and/or any deviant conduct by the Vendor **and the same is not cured within 15 days of bringing to the notice of the Vendor by NHB**, as a consequence of it, NHB can, irrespective of anything stated herein, terminate this Agreement by giving 15 days prior notice, including to withhold/retain the dues payable to the Vendor by NHB under this Agreement and appropriate/adjust the same for the losses, if any, suffered by NHB without requiring NHB to prove the actual loss.
- (v) That the Vendor shall not do anything that will be of any conflict of interest to the Vendor while discharging the obligations under this Agreement and it shall bring to the notice/knowledge of NHB beforehand any possible instance of conflict of interest while rendering any advice or service. Further, the Vendor shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The Vendor and/or any of its affiliates shall not engage in consulting or other activities that will be in conflict with the obligations under this Agreement.
- (vi) That the Vendor has not been hired for any assignment that would be in conflict with its prior or current obligations to NHB or that may place the Vendor in a position of being unable to carry out the assignment in the best interest of NHB.
- (vii) That the Vendor shall act at all times in the interest of NHB and render advice/service with highest professional integrity and shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of the contractual obligations by the Vendor.

7.0 SEVERABILITY

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

8.0 SETTLEMENT OF DISPUTES

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

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

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

9.0 JURISDICTION AND APPLICABLE LAW

This agreement including all matters connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subjected to exclusive jurisdiction of the Courts at New Delhi.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement signed in their respective names on the day and year first above written at New Delhi.

FOR AND ON BEHALF OF NATIONAL HOUSING BANK

By _____
Authorized Representative

FOR AND ON BEHALF OF [VENDOR]

By _____
Authorized Representative

WITNESSES:

1.
(Name and address)
2.
(Name and address)

**Annexure 'N'- Confidentiality -Cum- Non-Disclosure Agreement
(To be executed on a non- judicial stamp paper)**

This Confidentiality -cum-Non Disclosure Agreement is entered into at New Delhi on thisdayof _____, 202__, by and between;

_____, a _____ incorporated
_____, having its Registered Office at
(hereinafter referred to as "the Vendor"), which expression shall include wherever the context so permits, its successors and permitted assigns;
and

The National Housing Bank, a bank constituted under the National Housing Bank Act,1987 (Central act No. 53 of 1987) having its Head Office at Core-5A,5th Floor, India Habitat Centre, Lodhi Road, New Delhi-110003; (herein after referred to as "NHB"), which expression shall include wherever the context so permits, its successors and permitted assigns:

WHEREAS the Vendor & NHB would be having discussions and negotiations concerning _____ ("Purpose") between them as per the Service Level Agreement dated (hereinafter referred to as "SLA"). In the course of such discussions & negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential & proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as "the **Disclosing Party**" & will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as "the **Recipient/Receiving Party**", and will include its affiliates & subsidiaries and its personnel.

Now this Agreement witnesseth:-

1. **Proprietary Information:** As used in this Agreement, the term Proprietary information shall mean as all trade secrets or confidential or Proprietary information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary information is disclosed by the Disclosing Party to the Recipient/Receiving Party. Notwithstanding the foregoing, information which is orally or visually disclosed to the Recipient/Receiving Party by the Disclosing party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party , within 10(ten) days after such disclosure, delivers to the Recipient/Receiving Party a written document or documents describing such Proprietary Information and referencing the place and date of such oral ,visual or written disclosure and the names of the employees or officers of the Recipient/ Receiving party to whom such disclosure was made.

2. Confidentiality:

- a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far this may be required for the proper exercise of the Parties respective rights and obligations under this Agreement.
- b) The term confidential information shall mean and include all written or oral information (including information received from third parties that the Disclosing Party is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential Information shall also mean, software programs, technical data, methodologies, know how, processes, designs, customer names, prospective customer's names, customer information and business information of the Disclosing Party.
- c) Confidential information does not include information which:
 - (i) is publicly available at the time of its disclosure; or
 - (ii) becomes publicly available following disclosure; or
 - (iii) is already known to or was in the possession of Recipient/Receiving party prior to disclosure under this Agreement; or
 - (iv) is disclosed to the Recipient/Receiving party from a third party, which party is not bound by any obligation of confidentiality; or
 - (v) is or has been independently developed by the Recipient/Receiving party without using the confidential information;
 - (vi) is disclosed with the prior consent of the Disclosing Party.

3. Non -Disclosure of Proprietary Information: For the period during the agreement or its renewal, the Recipient/Receiving Party will:

- a) Use such Proprietary Information only for the purpose for which it was disclosed and without written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
- b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its own confidential information of similar importance and
- c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to

know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4. **Limit on Obligations:** The obligations of the Recipient/ Receiving Party specified in clause 3 above shall not apply and the Recipient/ Receiving Party shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary information:
 - a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient/ Receiving Party;
 - b) is in the Recipient's/ Receiving Party's possession at the time of disclosure otherwise than as a result of the Recipient's/ Receiving Party's breach of an obligation of confidentiality owed to the Disclosing Party;
 - c) becomes known to the Recipient/ Receiving Party through disclosure by any other source, other than the Disclosing party, having the legal right to disclose such Proprietary Information.
 - d) is independently developed by the Recipient/ Receiving Party without reference to or reliance upon the Proprietary Information; or
 - e) is required to be disclosed by the Recipient/ Receiving Party to comply with applicable laws or governmental regulation, provided that the Recipient/ Receiving Party provides prior written notice of such disclosure to the Disclosing Party and take reasonable and lawful actions for such disclosure.
5. **Return of Documents:** The Recipient/ Receiving Party shall, upon request of the Disclosing Party, in writing, return to the Disclosing party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient/ Receiving Party pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event, it is not inclined to proceed further with the engagement, business discussions and negotiations or in the event of termination of this Agreement, the Recipient/ Receiving Party will promptly return to the other party or with the consent of the other party, destroy the Proprietary Information of the other party. Provided however the Receiving Party shall retain copies to be in compliance with its statutory, regulatory, internal policy or professional obligations.
6. **Communications:** **Written** communications requesting transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

NATIONAL HOUSING BANK

(Vendor)

7. **Term:** The obligation pursuant to clause 2 and 3 (Confidentiality & Non-Disclosure of Proprietary Information) will survive for a period of 3 years from the termination of the SLA.

8. The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach by one party, the other party shall be entitled to appropriate remedy, which may be available under law.
9. Notwithstanding anything stated in this Agreement, any report/finding/document delivered/submitted by the Vendor to NHB as a part of the outcome or deliverables under the SLA and which, in the opinion of NHB, requires any further study/analysis by any third party agency/institution depending on the requirement of the case, the same can be shared by NHB with such third party agency/institution for conducting such study/analysis and no prior consent of the Vendor is required for the same. Such report/finding/document delivered/ submitted by the Vendor to NHB shall become exclusive property of NHB and as such NHB shall not be bound by any restriction from disclosure of such report/ finding/ document or content thereof, being the Receiving Party.
10. This Agreement shall be governed and construed in accordance with the laws of India and shall be subjected to the Jurisdiction of courts at Delhi. It is agreed that any dispute or differences arising out of or touching this Agreement if not resolved amicably shall be referred to the arbitration as per clause _____ of the SLA executed between the parties hereto.

11. Miscellaneous

- a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement/amendment in writing signed by both the parties.
- b) This Agreement will be binding upon & enure to the benefit of the parties hereto and it includes their respective successors & assigns
- c) The Agreement shall be construed & and interpreted in accordance with the laws prevailing in India.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

FOR _____

FOR NATIONAL HOUSING BANK

Authorized Signatory

Authorized Signatory

Name:

Name:

Designation:

Designation:

Place:

Place:

Date:

Date:

WITNESSES:

1.

2.

Annexure 'O'- Pre-Contract Integrity Pact

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 (vendors, 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-vendors), 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-vendors, 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-vendor, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.
- (v) The integrity pact must be signed by all the joint partners of the bidders, if applicable.

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

- (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 Hare Krushna Dash, IAS(Retd.) and Shri Lov Verma, IAS (Retd.) 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 The bidder shall not go for any legal recourse on his complaints, if any, already submitted before the IEMs, till final disposal of his complaints by the IEMs.
- 12.8 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.
- 12.9 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. 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.

13. 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.

14. 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.

15. 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
(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)

(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.)*

Annexure 'P' - Resolution Matrix

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

Situation	Expected response of Vendor
Immediate requirement: Requirement within a day	1st call response immediate • Our Resources at your site as soon as possible. • Continuous effort on a 24x7 basis • Escalation to OEM/Solution provider, if required • Notification of Our Senior Executives
Critical requirement: Requirement within 1-3 days	First call response within 4 hours • Our Resources at Your site as required. • Continuous effort on a 24x7 basis • Notification of Our Senior Managers • Escalation to OEM/Solution provider, if required
Moderate requirement: Requirement within 3-5 days	First call response within a day • Effort during Business Hours • Escalation to OEM/Solution provider, if required

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Annexure 'Q' - List of Deviations

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

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

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

List of deviations

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

(If left blank it will be construed that there is no deviation from the specifications given above)
(The decision of NHB is final towards evaluation of the Bid documents)

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Annexure 'R' - Curriculum Vitae (CV) of Key Personnel

It is mandatory that Bidder to provide details of project handled, brief of the assignment, period for each of the resource proposed relevant to scope of the tender. Each resource deployed shall provide self-certificate indicating relevant experience of tender scope.

Format

- 1) Proposed Position** [only one candidate shall be nominated for each position]:
- 2) Resource Name:**
- 3) Nationality:**
- 4) Date of Birth**
- 5) Educational Qualifications:**
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
- 6) Certifications and Trainings attended:**
- 7) No. of years'' of experience**
- 8) Total No. of years with the firm**
- 9) Areas of expertise and no. of years of experience in this area (as required for the Profile - mandatory):**
- 10) Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
- 11) Membership of Professional Associations, if any:**
- 12) Employment Record Comprising Positions held, Experience, projects/tasks handled**
- 13) Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

Date:

(Signature of staff member or authorized representative of the staff)

Full name of Authorized Representative:

Annexure 'S' - Undertaking by Bidder

The Bidder should give the following Undertaking/certificate on its letterhead

CERTIFICATE

I have read the Clause 3.36 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 company)

Date:

End of RFP