

**Request for Proposal
(Through Open Tendering Method)**

For

**Selection of Vendor for undertaking Interior/Repair work required
for National Housing Bank's Regional Office located at Mumbai.**

RFP Reference no: - MRO/MRO/DAK/2023/00044 dated 13 December 2023

Issued by



Mumbai Regional Office,
3rd Floor, 45, Veer Nariman Road,
Bombay Life Building,
Fort, Mumbai-400001.
Website: <https://nhb.org.in/>
+91-22-22851560-62
+91-8130393453
E-Mail: romum@nhb.org.in

GLOSSARY

Abbreviation	Description
NHB	National Housing Bank
HO	Head Office, Delhi
RRO	Regional Representative Office
PSU	Public Sector Undertaking
PSB	Public Sector Bank
EMD	Earnest Money Deposit
RFP	Request For Proposal
PBG	Performance Bank Guarantee
AMC	Annual Maintenance Contract
OEM	Original Equipment Manufacturer
ERV	USD-INR exchange rate variation
ORS	Online Reporting Solution
SLA	Service Level Agreement
Notice in Writing	or written notice shall mean a notice in writing, type or printed characters sent (unless delivered personally or otherwise provided to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
Work order value	Cost of the work to be incurred by the Bank (Inclusive GST, levies, other taxes and charges)
Site	Site shall mean the site where the works are to be executed
NHB/Bank/ Owner/ Employer	National Housing Bank
NHB Official	The Official of National Housing Bank who shall sign the contract on behalf of National Housing Bank.
Tenderer/Bidder /Vendor	Means a party or parties submitting an offer for the work covered by the tender/RFP documents.
"Deliverables"	"Deliverables" means the Services and, if applicable, the Goods identified in the Contract;

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

1. IMPORTANT BID DETAILS

1.	Date of commencement of availability of Bidding/Tender/RFP Documents.	14.12.2023
2.	Pre-Bid meeting with Bidders (Date and Time)	20.12.2023:1500 Hrs
3.	Last date and time for receipt of Bidding Documents	02.01.2024:1700 Hrs
4.	Date and Time of Technical Bid Opening	03.01.2024
5.	Cost of Tender Document	Nil
6.	Earnest Money Deposit Amount	22,000/-
7.	Place of submission/opening of Bids	Mumbai Regional Office, National Housing Bank, 3 rd Floor, 45, Veer Nariman Road, Bombay Life Building, Fort, Mumbai-400001.

Note: -

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

2. National Housing Bank

National Housing Bank (NHB), a statutory institution, established under National Housing Bank Act, 1987 ("the Act").

- a. NHB has been established to achieve, inter alia, the following objectives -
 - To promote a sound, healthy, viable and cost-effective housing finance system to

cater to all segments of the population and to integrate the housing finance system with the overall financial system.

- To promote a network of dedicated housing finance institutions to adequately serve various regions and different income groups.
 - To augment resources for the sector and channelize them for housing.
 - To make housing credit more affordable.
 - To encourage augmentation of supply of buildable land for housing and to upgrade the housing stock in the country.
 - To encourage public agencies to emerge as facilitators and suppliers of serviced land, for housing.
- b. The head office of NHB is located at Core 5A, India Habitat Centre, 3rd -5th floor, Lodhi Road, New Delhi - 110003; and 15 regional offices at Ahmedabad, Bengaluru, Bhopal, Bhubaneswar, Chandigarh, Chennai, Delhi, Guwahati, Hyderabad, Jaipur, Kolkata, Lucknow, Mumbai, Patna and Raipur.

3. Purpose:

NHB invites sealed bids (Technical bid comprising of minimum eligible criteria, and Commercial bid) for carrying out work, as per scope of work defined in RFP, at Mumbai Regional Office, National Housing Bank, 45, Veer Nariman Road (3rd Floor), Bombay Life Building, Fort, Mumbai-400001

4. Objective:

The aim of this RFP is to invite competitive bids by National Housing Bank for carrying out Interior/Repair work, as per scope of work defined in this RFP, required for its Regional Office located at Fort, Mumbai.

5. Scope of Work:

5.1 The proposed Interior furnishing and renovations work are to be carried out at 3rd floor Mumbai Regional Office, National Housing, Bombay Life Building, 45, Bombay Life Building, Veer Nariman Road, Fort, Mumbai-40000. The BoQ and Lay out plan are detailed in **Annexures** below:

- i. BOQ -Civil and Interior Furnishing in **Annexure XII(a)**
- ii. BOQ -Other work (Electrical etc) in **Annexure XII(b)**
- iii. Lay out proposed plan of project in **Annexure XII(c)**

The estimated project cost is Rs.21.24 lakh (excluding GST). Maximum 10%

deviation from the estimated project cost for BOQ items will be permissible. The Bidder accordingly may quote the price for above work.

5.2 The successful bidder has to complete requisite work in open office areas, cabins, conference and meeting rooms by way of flooring, providing modular workstations, storage area, etc. for the smooth functioning of office along with necessary furniture and fittings. The new renovation will be carried out to match the existing interiors or/and colour code to be provided by the Bank/ Architect.

5.3 Execution and Commissioning of following, to the utmost satisfaction of NHB and as approved by NHB.

- Civil Works including making rough of existing flooring and laying new flooring, cutting flooring for trenching of electrical work and making proper the same to receive new flooring.
- Vitrified tiles flooring, using Cement Mortar / tile pasting adhesive on the existing flooring, and Vinyl flooring for specified area and required work, as detailed in BOQ.
- Door works, as per the specifications as approved.
- Providing partitions/cupboards/shelves in plywood & laminate etc. as approved.
- Tables (customized or ready-made, as per the requirement) including workstations, storage units, compactors as approved.
- Electrical works, power distribution, suitable illumination and other associated services works as approved.
- Other works as detailed in the above said BoQ and Lay out plan; and as may be advised by the Bank.

5.4 Disposal of scrap & dismantled items/facilities:

- Removal of all dismantled/discarded items shall be an integral part of the scope of work in the tender. Discarded items after dismantling and scrape generated during execution of the project will become the property of the successful bidder/contractor. The scrap shall be dismantled, removed, transported by the successful bidder/contractor from NHB premises and the contractor should quote his lump sum price in price bid format accordingly after discounting the salvage value of such materials.
- The bidder/contractor should ensure safe disposal of these items, comply with all statutory requirements and obtain all necessary statutory clearances / environment clearance, if any.
- During the progress of the works, the successful bidder/contractor shall keep the site reasonably free from all unnecessary obstruction and shall store or dispose of

any construction plant and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works which are no longer required on time-to-time basis.

5.5 CPWD Manual/ General Conditions of Contract shall be referred for all references. Work shall be carried out in compliance to specification to these manuals.

5.6 The Bidder shall ensure that the items will be provided /installed within the stipulated period.

5.7 The Bidder will bear the responsibility to bring the items and installing the same at the stipulated place, no transport charges /installation charges shall be paid in excess to the rates quoted for the items.

5.8 Other General Terms and conditions of scope of work is given in **Annexure-XIV**

6. Deliverables:

The entire work should be completed within 7 weeks from the date of issue of work order or date to be decided by the Bank.

7. Period of Contract

Contract period will include completion of project and thereafter 12 months for Manufacturing defects. The Bidder shall be responsible for any Manufacturing defects for 12 months from date of completion of work and shall carry out necessary repair/rectification of defect at no additional cost to the Bank within this warranty period. If repair/rectification is not being done within one week of reporting the defects, NHB shall be free to get it repaired/rectified from market and necessary recovery shall be made from EMD or/and retention money.

Date of acceptance of LOA or such other date as may be fixed by NHB shall be date of commencement of the contract ("Starting Date")

Note:

This RFP is not exhaustive in describing the functions, activities, responsibilities and services for which bidder will be responsible. The Bidder, by participation in this tender, implicitly confirm that if any functions, activities, responsibilities or services which are either not specifically described in this RFP or specifically described but has to undergo suitable changes/modifications due to regulatory/statutory changes and are termed necessary or appropriate by NHB for the proper performance of the contract, such functions, activities, responsibilities or services (with applicable changes, if any) will be deemed to be implied by and included within the scope of

services under this RFP and Bidder's response to the same extent and in the same manner as if specifically described in this RFP and Bidder's response.

8. Instructions to Bidders

8.1 General: -

- All costs and expenses incurred by the Bidders in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by NHB, will be borne entirely and exclusively by the Bidder.
- No binding legal relationship will exist between any of the Bidders and NHB until acceptance of job order, except the pre-contract Integrity Pact to be submitted along with the Bid. Post evaluation and finalization of the Bids and identification of the successful Bidder, the Integrity Pact will form part of the definitive agreement to be signed by the successful Bidder. For the other Bidders, the pre-contract Integrity Pact will be binding on them for any acts/omissions committed by the Bidder in violation/breach of the said pre-contract Integrity Pact in relation to the Bid submitted.
- Each Bidder acknowledges and accepts that NHB may in its absolute discretion vary selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible bidder.
- Every Bidder will, by submitting his Bid in response to this RFP, be deemed to have accepted the terms of this RFP and the Disclaimer.
- Bidders are required to direct all communications related to this RFP, through the nominated Point of Contact persons, mentioned below:

Name	Sh. Chetan Kharbikar	Sh. Ram Naryan Chaudhary
Designation	Assistant Manager	Regional Manager
Email ID	romum@nhb.org.in	romum@nhb.org.in
Phone Number	+91-22-22851560-62 +91-95990 68633	+91-11-39187137/ +91-22-22851560-62 +91-8130393453

- 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.

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- 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 1030Hrs to 1730Hrs on Monday to Friday, excluding public holidays.
- Bidder should not have been blacklisted/debarred from participation in the Bid process by any of the Department of Financial Services/Department of Expenditure of Ministry of Finance or NHB on the date of opening of the bid and/or on the date of signing of the contract.
- 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.

8.2 Pre-Bid Meeting & Site Visit

8.2.1 For the purpose of clarification of doubts of the Bidders on issues related to this tender/RFP, NHB intends to hold a Pre-Bid meeting as per timeline specified in this RFP. The queries of all the Bidders, in writing, should reach by e-mail **on or before December 20, 2023, 10:30 Hrs**. It may be noted that no query of any Bidder shall be entertained after the Pre-Bid meeting. Clarifications on queries will be given in the Pre-Bid meeting itself. Only the authorized representatives of the Bidders will be allowed to attend the Pre-Bid meeting.

8.2.2 Before submitting the offer/bid, vendors may visit NHB's site on working days of NHB between 11.00 a.m. to 5.00 p.m (excluding Saturdays, Sundays, and Holidays) where this work is to be carried out. No payment of any nature shall be made to the Bidder/Vendor by NHB towards said visit.

8.3 Soft Copy of Tender/RFP Document

The soft copy of the Tender/RFP document will be made available on NHB's website <http://www.nhb.org.in> w.e.f. 14.12.2023. The Bidders are required to download of Tender/RFP Documents.

8.4 Non-Transferability of Tender/RFP

This tender/RFP document is not transferable.

8.5 Erasures or Alterations

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

8.6 Amendment to the Bidding/Tender/RFP document

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

8.7 Language of Bid

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

8.8 Masked Commercial 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 commercial evaluation, if the format/detail (except price) of 'Masked Commercial Bid' does not match with the format/detail of actual Commercial Bid submitted.

8.9 Right to Alter Location / Quantities

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

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

8.10.1 The Technical Bid/Proposal should be submitted in covering letter in the format as prescribed in **Annexure I** enclosing; and the following Documents/ Annexures.

1. Bidder's information in the format in **Annexure II**;
2. Compliance Statement Declaration in the format as prescribed in **Annexure III**;
3. List of Deviations, if any, in the format as prescribed in **Annexure IV**;
4. Undertaking on Minimum Qualification/Eligibility Criteria in in **Annexure V**;
5. Proof of payment of EMD as per clause 8.12 of the RFP also with ECS Mandate in the format as prescribed in **Annexure VI**.
6. Letter of Competency in the format as prescribed in **Annexure VII**.
7. Resolution Matrix in the format in **Annexure VIII**.
8. Certificate as per clause 8.39 in **Annexure IX**
9. Declaration Regarding Clean Track Record in **Annexure X**
10. Pre-Contract Integrity Pact (wherever applicable) in the format in **Annexure XI**
(The Pre-Contract *Integrity Pact* should be submitted neatly typed in on Rs.100/- non-judicial stamp paper duly signed by the authorized signatory and the same will be signed on behalf of NHB subsequently. The date of execution should be the date as mentioned in the *Technical Bid by the Bidder*)
11. Technical information in Appendix-"A" as referred in Clause 9.1 of the RFP.

8.10.2 The Commercial Proposal/ bid should be submitted in the format as prescribed in **Annexure XII, Annexure XII(a) and Annexure XII(b)** along with the covering letter in the format as prescribed in **Annexure XIII**.

8.10.3 Other General Terms and Conditions of Scope of work in Annexure-XIV

8.10.4 Other documents to be obtained/agreement to be executed with successful bidder in the following format.

1. Confidentiality cum Non-Disclosure Agreement (NDA) in **Annexure XV**

2. Service Level Agreement in **Annexure XVI**

8.11 Bid Currency

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

8.12 Earnest Money Deposit (EMD)

- a. All the Bids must be accompanied by a refundable interest free security deposit (EMD) of Rs. 22,000/- (Rupees Twenty Two Thousand only) by way of an e-payment in favour 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)	IFS Code of Bank branch	SBIN0020511
8)	MICR No	110004005

- 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-VI**.
- c. Any request for exemption from EMD will not be entertained.
- d. Any Bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 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 15 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 within 15 days from the closing date of contract period in compliance with other terms and conditions 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 deliver and installation of items to the satisfaction of Bank; and
 - In case of any breach of the pre-contract Integrity Pact.

8.13 Implementation schedule

The Bidder shall complete the project with in seven weeks from the date of work Order.

8.14 Performance Bank Guarantee (PBG)

NIL

8.15 Period of Validity of Bids

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

8.16 Format and Signing of Bids

Each Bid shall be submitted in two parts:

- **Part I:** Consists of Minimum Eligibility Criteria, Technical Bid and Masked Commercial Bid [price Bids without any price]. The above contents will be referred to as "**Technical Proposal**".
- **Part II:** covering only the Commercial Bid herein referred to as "**Commercial Proposal**"

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

8.17 Sealing and Marking of Bids

- All the envelopes shall be addressed to NHB at the address given below:

Regional Manager
Mumbai Regional Office,
National Housing Bank
45, Veer Nariman Road (3rd Floor),
Bombay Life Building,
Fort, Mumbai-400001.

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

8.18 Deadline for submission of Bids

- The Bids must be received by NHB at the addressed specified, not later than the last date of Bid submission as indicated above.
- In the event of the specified date for the submission of Bids, being declared a holiday for NHB, the Bids will be received up to the appointed time on the next working day.
- NHB may, at its discretion, extend the deadline for submission of Bids by amending the Bid documents with intimation on NHB's website, in which case, all rights and obligations of NHB and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

8.19 Late Bids

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

8.20 Opening of Bids by NHB

- On the scheduled date and time, Bids will be opened by NHB Committee in presence of Bidder representatives who will attend the meeting on the specified date and time.

Place of Opening of Technical Bids:

Mumbai Regional Office, National Housing Bank, 3rd Floor, 45, Veer Nariman Road, Bombay Life Building, Fort, Mumbai-400001

The Bidder name and presence or absence of requisite EMD and such other details as NHB, at its discretion may consider appropriate, will be announced at the time of Technical Bid opening.

8.21 Clarification of Bids

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

8.22 Preliminary Examinations

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

8.23 Proposal Ownership

The proposal and all supporting documentation submitted by the Bidder shall become the property of NHB unless NHB agrees to the Bidder's specific request/s, in

writing that the proposal and documentation be returned or destroyed.

8.24 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.

8.25 Price Composition & Variation

- The Bidder should clearly furnish the cost matrix strictly as per the structure, if any, provided in the **Annexure XII**. Any deviation may lead to Bid rejection. Also, no options should be quoted other than as per the Commercial Bid. Wherever options are given, the Bid is liable to be rejected.
- The commercial offer shall be on a fixed price basis. 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 will be paid as actual as per statutory revision.
- 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.
- Any Extra item/work i.e., item/work not mentioned in BOQ shall be installed/carried out only on the written instruction of NHB's Official. However, rate of BOQ items or/and extra item/work, if any, required during project work shall be paid as per the lowest rate of the item applicable in the state of Maharashtra as per specified by state/ Central as Standard Schedule Of Rates (SSR) after providing rate analysis.

8.26 Timely availability of Support Services

The service provider/bidder should have proper and adequate support mechanism in place at Mumbai Regional Office to provide all necessary support under this this project.

8.27 Manuals/Drawings

The service provider/bidder 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.

8.28 Bid Evaluation

Bid offering lowest cost (**TOTAL COST Z: Annexure XII**) shall be selected for the project.

8.29 Modification and Withdrawal

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

8.30 Revelation of Prices

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

8.31 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-IV** in case terms and conditions of the contract applicable to this RFP are not acceptable to them. The Bidders should also describe clearly in what respect and up to what extent the equipment and services being offered differ/ deviate from the specifications laid down in the specifications and requirements.

8.32 Local conditions

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

8.33 Contacting NHB or putting outside influence

Bidders are forbidden to contact NHB on any matter relating to this Bid from the time of submission of Commercial Bid to the time the contract is awarded. Any effort on

the part of the Bidder to influence Bid evaluation process, or contract award decision may result in the rejection of the Bid.

8.34 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.

8.35 Banned or Delisted Bidder

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

8.36 Compliance with Laws

- (a) The successful bidder/Service provider 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) successful bidder/Service provider 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 The successful bidder/Service provider.

- (c) In case NHB undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the successful bidder/Service provider under this contract.

8.37 Intellectual Property Rights

The Bidder warrants that in the event of its selection as the successful bidder/Service provider: -

- (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.

The Bidder acknowledges that business logics, work flows, 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. 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

8.38 False / Incomplete statement

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

- If such statement is found at the tender stage, his total earnest money/EMD shall be forfeited and tender/Bid will be summarily rejected.
- 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.

8.39 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 to the RFP. 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', 'consultant' 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:-

(i) An entity incorporated, established or registered in such a country;

or

(ii) A subsidiary or an entity incorporated, established or registered in such a country; or

a. An entity substantially controlled through entities incorporated, established or registered in such a country; or

b. An entity whose beneficial owner is situated in such a country; or

c. An Indian (or other) agent of such an entity; or

d. A natural person who is a citizen of such a country; or

e. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

c) The beneficial owner for the purpose of (b) above will be as under.

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

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

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

ii. In case of partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control ownership.
- d) An Agent is a person employed to do any act for another, or to preset another in dealings with third person.

9. Bids (Technical & Commercial) and Bid Evaluation Methodology

9.1 Bidders fulfilling Minimum Eligibility Criteria for technical Evaluation as prescribed in **Annexure V** shall be eligible to participate in the tender; and bid received from the bidder/s not eligible on any of the criteria mentioned in **Annexure V** shall be rejected and shall not be considered for further commercial evaluation.

Following technical information to be provided by bidder with Technical proposal as per Appendix-“A”.

Appendix - "A"

Sr. No.	Name of Work / Project with Address	Name and Postal address of the owner. Specify if Govt. undertaking along with name add. & Contact nos. of 2 persons (Exec. Eng. or top officials of the organization)	Contract Amount (Rs.) with copy of work order & completion certificate from Project In charge.	Stipulated time of completion (Month)	Actual time of Completion (Months)	Any other relevant information if actual amount of Project if increased (Give reasons.)	Remarks

Notes:

- Information has to be filled up specifically in this format. Please do not write remark "Indicated in Brochure"
- For Certificates, the issuing authority shall not be less than an Executive in charge.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

10. Commercial Terms and Conditions

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

10.1 Price

- a) The Price quoted by the Bidder should include all type of costs.
- b) Prices shall be valid for six months from the date of opening of Commercial bid and Bidder shall supply additional items, if any, at the same price.
- c) The price should be inclusive of all taxes (except GST), duties, levies charges, transportation, insurance, as per Commercial Bid.
- d) Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- e) For any future requirement, order will be placed at the contracted man-day rate as mentioned in the Commercial Proposal & as per applicable terms of this RFP. Failure in accepting the order will attract terms of penalty & termination of this RFP, at discretion of NHB.

10.2 Payment Terms

Any payment will be released only after signing of Service Level Agreement as per draft mentioned in **Annexure XVI** and raising of invoices by successful bidder subject to following terms and conditions.

Sr. No.	Completion of Project	Portions of project value to be paid	Retention Money of payable amount upto 10%
i.	50%	40%	10% of 40% of project value
ii.	25%	30%	10% of 30% of project value
iii.	25%	30%	10% of 30% of project value
Total	100%	90% of project value to be paid after deduction of 10% of project value in stages as mentioned above	

10.3 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 as per SLA, for the period services have been delivered, after deducting applicable penalty and TDS/other applicable taxes.

11. General Terms and Conditions

- 11.1** 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.
- 11.2** All such amendments made by NHB to the RFP shall become part and parcel of the RFP and same will be notified on NHB's website. The Bidders are required to have a watch on NHB's website for any such amendment.
- 11.3** 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.
- 11.4** NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.
- 11.5** 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.
- 11.6** Although service window has been defined as **9.00am** to **9.00 pm**, the selected Bidder must provide services beyond the above time in case of urgent requirement of NHB without any extra cost.
- 11.7** 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.

- 11.8** On faithful and satisfactory execution of assignments under the contract in all respects, the EMD of the successful Bidder will be released by NHB, if not forfeited due to any reason as provided herein, within 15 days after completion/execution of the assignments/contract (i.e., 12 months in compliance with other terms and conditions of the RFP) as stated in Clause No. 8.12 of RFP.
- 11.9** Bidder must deploy manpower having requisite qualification, experience, skill-set etc. for the project/contract.
- 11.10** 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.
- 11.11** 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.
- 11.12** The Commercial and Technical Bids will have to be signed on all pages of the Bid by the authorized signatory. Unsigned Bids would be treated as incomplete and would be rejected.
- 11.13** 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.
- 11.14** 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.
- 11.15 Penalty**
- If the successful bidder fails to complete the project within stipulated time, NHB will impose a penalty of 1% of the order value for each weeks' delay or part thereof attributable to the successful bidder subject to maximum of 10% of the order value. However, Bank may consider extend project time upto 15 days at its own discretion.
 - Fraction of week is to be construed as one full week for arriving at the delay in terms of weeks. Once the maximum is reached, NHB may consider cancellation of the order and the EMD submitted may be invoked or/and retention money will be not returned.

11.16 Removal and/or Replacement of Personnel

- a) If, for any reason beyond the reasonable control of the successful bidder/Service provider it becomes necessary to replace any of the Key Personnel (personnel according to NHB engaged for key assignments under the contract by the successful bidder/Service provider), the successful bidder/Service provider shall forthwith provide as a replacement a person of equivalent or better qualifications and skills. In case of a critical vacancy, the successful bidder/Service provider 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 have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the successful bidder/Service provider 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 (i) and (ii) 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 successful bidder/Service provider 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 successful bidder/Service provider 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.

11.17 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 5 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.

11.18 Definitive Agreement

The successful Bidder will sign service level agreement (SLA) substantially in the format as provided in **Annexure XVI** and the Confidentiality cum Non-Disclosure Agreement (NDA) in **Annexure XV** with NHB within 15 days of the letter of award (LoA) 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.

11.19 Taxes

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

11.20 Liquidated Damages

If the successful bidder fails to complete the due performance of the contract in accordance with agreed specifications and conditions to the satisfaction of NHB or abandons the project/contract without completing the same as per the agreed terms, NHB reserves the right to recover damages at 1% percent of the contract value as and by way of liquidated damages, but not as penalty. It is clarified that the liquidated damages shall be over and above the penalty, if any, imposed under Clause 11.15

11.21 Use of Contract Documents and Information

The bidder/Service provider 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.

11.22 Assignment

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

11.23 Duration of Contract

The Contract period will include completion of project and thereafter 12 months for Manufacturing defects.

11.24 Pre-Contract Integrity Pact Clause

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

In this regard, NHB has appointed Shri Lov Verma (email id lov_56@yahoo.com) and Shri Hare Krushna Dash (email id hkdash184@hotmail.com) as independent external monitors (hereinafter referred to as "the Monitors") for this Integrity Pact in consultation with the Central Vigilance Commission

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

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

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

ANNEXURES

Annexure - I

Technical Bid Covering Letter

Date:

To
Regional Manager
Mumbai Regional Office,
3rd Floor,45, Veer Nariman Road,
Bombay Life Building,
Fort, Mumbai-400001.

Dear Sir,

Technical Bid: Interior/Repair Work at National Housing Bank's Regional Office at Mumbai

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/qualification Criteria, this Technical Proposal and a Commercial Proposal. The minimum eligibility criteria and Technical Proposal are put in one envelope and the Commercial Proposal in a separate envelope.

We also enclose masked Commercial Bid.

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

Dated at _____ / _____ day of _____ 202__

Yours faithfully,

For

Signature

Name:

Address:

(Authorised Signatory)

Annexure - II

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 [Govt/PSU/Pub. Ltd / Pvt. Ltd/partnership/proprietary]			
4.	Registration No. and date of registration. Registration Certificate to be enclosed			
5.	Address of Registered Office with contact numbers [phone /fax]			
6.	i. PAN No. ii. GST No.			
7.	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.	Any pending or past litigation (within three years)? If yes please give details Also mention the details of claims and complaints received in the last three years (About the Company / Services provided by the company).	Yes/No/Comments (if option is 'Yes') (If option is 'Yes' Bidder may Not be considered)		
14.	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 (-)
2020-21				
2021-22				

		2022-23		
--	--	---------	--	--

Audited/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 - III

COMPLIANCE STATEMENT DECLARATION

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

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Annexure - IV

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:

UNDERTAKING ON PREQUALIFICATION
(To be submitted on the Letterhead of the Bidder)

The Regional Manager,
Mumbai Regional Office,
3rd Floor,45, Veer Nariman Road,
Bombay Life Building,
Fort, Mumbai-400001.

Dear Sir,

We confirm that we, M/s fulfil following minimum qualification/ eligibility criteria:

Sr. No.	Minimum Eligibility Criteria	Documents Required
1)	Minimum number of experience in Civil / Interior & renovation work/ Composite work: Bidder should have work experience of minimum 5 years in Civil/ Interior work/ Composite work	Work order/ Service level agreement against completed work, as acceptable to Bank.
2)	Previous successful assignment of interior/renovation work project : The Bidder should have successfully completed at least two similar interior/renovation work (having at least (i) one project with minimum work of Rs.20 lakh OR (ii) two projects with minimum work of Rs. 15 lakh each) during the last three years in RBI/any Regulatory body in India /Central or State Government Department/Public Sector Banks/All India Financial Institutions/Public Sector Undertaking.	<ul style="list-style-type: none">Valid work order/service level agreement, work completion certificate letter as on closing date of RFP.Information in format prescribed in Appendix-"A" under clause 9 of this RFP.
3)	Presence of Office/Branch/ workshop set up in Mumbai: Bidder should have its own	The Bidder has to submit supporting document duly certified by Authorised Signatory, as acceptable to Bank.

Request for Proposal- Interior/Repair Work at National Housing Bank's Regional Office at Mumbai

	Office/branch/workshop in Mumbai.	
4)	Positive net worth of the Bidder : The Bidder should have positive net worth as per the audited financial statement for FY 2022-2023.	Annual Report/Audited Balance sheet including profit and loss accounts/CA Certificate, as acceptable to Bank.
5)	Average Annual Turn over in the last three financial years : The Bidder should have an average annual turnover of more than Rs. 40 lakhs during last three financial years i.e. 2020-21, 2021-22 and 2022-23.	CA certificate/ supporting documents, as acceptable to Bank.
6)	Clean Track Record: The Bidder should not have been banned or delisted by any Government, Quasi Government agencies, Statutory, Regulatory, PSUs or PSBs and its subsidiaries during last five years.	Undertaking on its letter head duly signed by the Authorized Signatory in Annexure XI

Self-attested supporting documents are attached herewith.

Sincerely,

(Signature & Company Seal)

Name: Designation:

Name and Address of Company:

Note :

- *Bidder has to submit duly filled undertaking as mentioned in Annexure in support of eligibility of these criteria. Bidders are required to submit supporting documents in claim of fulfilment of these eligibility criteria.*
- *If this undertaking is not given, the Bid will be rejected as non-responsive. This declaration will be submitted along with the Technical Bid*

Annexure - VI

[To be submitted along with Technical Bid]

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

1. Name of the Bidder _____

2. Address of the Bidder _____

City: _____ Pin Code: _____

E-mail id: _____

Phone / Mobile No. _____

Permanent Account Number (PAN) _____

GST Registration No. _____

TIN No. _____

3. Particulars of Bank Account

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

B. Name of the Bank: _____

C. Name of the Branch: _____

D. Address of the Branch with Tel No. _____

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

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

G. MICR No. _____

H. IFSC Code of the Bank Branch: _____

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

I/We hereby declare that the particular given above are correct and complete. If the transaction is delayed or not effected at all by ECS for reasons of incomplete or incorrect information, I/we would not hold National Housing Bank responsible. I also undertake

Request for Proposal- Interior/Repair Work at National Housing Bank's Regional Office at Mumbai

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.

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

Place:

Date:

Bank's Stamp:

Authorized Signatory/ies

Date:

Signature of the Authorized Official of the bank

Annexure VII

Letter of Competence Format

[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 work & services mentioned in the above RFP. This proposal is being made after fully understanding the objectives of the project and requirements like experience, skills 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 VIII

Resolution Matrix

[To be submitted along with Technical Bid, if required depending upon the nature of the assignment]

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

Level	Name	Designation	Contact details (Address/e-mail/mobile)
First Level			
Second level			
Third Level			

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Annexure IX

CERTIFICATE

I have read the Clause 8.39 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:

Annexure - X

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

Date:

Regional Manager
Mumbai Regional Office,
National Housing Bank, 3rd Floor,
45, Veer Nariman Road,
Bombay Life Building,
Fort, Mumbai-400001.

Dear Sir,

Declaration Regarding Clean Track Record

RFP No : dated

Dear Sir,

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

Thanking you,

Yours sincerely,

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Annexure XI

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

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

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

of, such assets. Similarly, Bidders hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.

(iii) **Relationship with NHB's staff** - The Bidder is aware that the contract may not be awarded to the Bidder in case it is observed that it, including its experts and other personnel, and sub-consultants, has/have a close business or family relationship with a professional staff of NHB (or of the project implementing agency) who are directly or indirectly involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract; or (iii) the supervision of such contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to NHB throughout the selection process and the execution of the contract.

(iv) **A Bidder shall submit only one proposal either individually or as a joint venture partner in another proposal:** If the Bidder, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

4. Previous Transgression

4.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.

4.2 The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason.

5. Accountability

5.1 The Bidder undertakes that in case of its selection as the successful Bidder and assignment of the contract to the Bidder, it shall be accountable for the advice/supply made/to be made and/or for any service rendered/to be rendered by it to NHB, keeping in view norms of ethical business,

professionalism and the fact that such advice / services to be rendered by it for a consideration.

- 5.2 The Bidder shall be accountable in case of improper discharge of contractual obligations and/or any deviant conduct by the Bidder.

6. Personal Liability

The Bidder understands that in case of its selection as the successful Bidder, the Bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. The Bidder shall be liable to NHB for any violation of this Integrity Pact as per the applicable law, besides being liable to NHB as may be provided under the 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 Lov Verma (email id lov_56@yahoo.com) and Shri Hare Krushna Dash (email id hkdash184@hotmail.com) as independent

external monitors (hereinafter referred to as "the Monitors") for this Integrity Pact in consultation with the Central Vigilance Commission

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

13. Facilitation of Investigation:

In case of any allegation of violation of any provision to this Integrity Pact or payment of commission, NHB or its agencies shall be entitled to examine all the documents including the Books of Accounting of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

14. Law and Place of Jurisdiction:

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

15. Other Legal Action:

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

16. Validity:

16.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both NHB and the Bidder, including warranty period, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of this Integrity Pact.

16.2 Should one or several provisions of this Integrity Pact turn out or be invalid, the remainder of this Integrity Pact shall remain valid. In this case the Parties will strive to come to an agreement to their original intentions.

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

<p>For National Housing Bank</p> <p>(Authorised Signatory)</p> <p>Place:</p> <p>Date:</p> <p><u>Witness</u></p> <p>1. _____</p> <p>_____</p> <p>(Name & Address)</p> <p>2. _____</p> <p>_____</p> <p>(Name & Address)</p>	<p>For Bidder</p> <p>(Authorised Signatory)</p> <p>Place:</p> <p>Date:</p> <p><u>Witness</u></p> <p>1. _____</p> <p>_____</p> <p>(Name & Address)</p> <p>2. _____</p> <p>_____</p> <p>(Name & Address)</p>
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(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 -XII

Commercial Bid Format

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

(Amount in Rupees)

SUMMARY OF PROPOSED WORKS FOR NHB REGIONAL OFFICE, MUMBAI.				
Sr.No.	Work	BOQ Cost	GST	Total with GST
1	Civil/Carpentry Work etc. (Sr. No.15,16 & 17, respectively of Annexure-XII(a))			
2	Electrical Work (Sr. No.10,11 &12, respectively of Annexure-XII(b))			
	TOTAL COST: Z (1+2)			

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Annexure-XII(a)

BOQ/ ESTIMATE FOR PROPOSED CIVIL/CARPENTARY WORK FOR PROPOSED CIVIL/CARPENTRY WORK FOR REGIONAL OFFICE, MUMBAI, NATIONAL HOUSING BANK

	Item of Work in Brief	QTY	UNIT	RATE	AMOUNT(Rs.)
	SECTION I - CIVIL & FURNISHING WORKS				
A	DEMOLITION WORK				
1	Carefully removing existing furniture, taking care not to break it and as per the instructions and stacking the usable materials as per the instructions on L.S. Basis	0	sq.ft		
	TOTAL (A)				
2	Providing italian marble flooring at the entrance of National Housing Bank I.e. at lift lobby, with small inlay. Contractor to provided good craftsmanship with skilled labour for good and neat work.	100	sq. ft		
3a	Providing and laying Vinyl flooring of approved brand and shade for 3rd floor area	1150	sq. ft		
3b	Providing and fixing flooring or wall cladding at all heights homogenous full body vitrified tiles of approved make, colour and size 10 mm thick, over atleast 75mm Cement Bedding on flooring plain cement concrete PCC of 1:3:6 in line and level as or using sticting adhesive indicated by the Architect with vibrator for compaction inclusive of curing etc. The finished PCC surface to be smooth and level in power trowel finish without any undulation. Allowing Electrical	2975	sq. ft		

	contractor to lay conduits & junction boxes. Cost to include finishing of edges near junction-boxes, etc. or min 15mm thick backing coat plaster in 1:4 cement mortar while on wall dado, fixed with tile adhesive or neat cement paste including sealing the joints with approved quality white cement mixed with approved colour to match the tiles colour or approved grouting materials including scaffolding, removing existing skirting, carting away debris, curing, cleaning etc. complete as directed. Mirror Finished Premium quality tiles of size 600MM x 600MM. (Basic cost of tile Rs. 85/- per Sqft.) Tile to be approved by Architect / Bank.				
	PAINTING WORKS- TEXTURE PAINT				
4	Providing texture paint on plywood on existing partitions	220	Sq.ft		
	TOTAL OF PAINTING AND POLISH WORKS				
	CARPENTRY WORKS				
5	Providing and laying 6mm veneer of approved make and shade as directed by architect. Veneer to be applied on existing partition after laying all electrical wiring as necessary. Polishing veneer with matt melamine polish neatly.	500	sq.ft		
6	Repairing of all doors.i.e changing hardware and locks handles hinges as required and directed by architect	19	nos		
	Low height storage				

7	<p>Providing and fixing in position 350mm deep storage units (750mm height) with 6mm backing ply. as indicated in drawings storage unit shall be made out of 19mm thick plywood for sides, top and bottom. Shutters shall be made out of 19mm thick ply wood finished with laminates as per profile externally and All shutter to be provided with cup hinges of approved make as per drawing. Externally & internally shutters to be finish with 1mm thick & 0.8 mm thick laminate respectively.</p> <p>Rate quoted for the item shall include for cost of 19 mm thick plywood shelves hardwares such as ball catches, locks, handles etc. Item to be completed in all respects as per drawings, specifications & Instructions from Architect/NHB</p>	250	sq.ft		
Workstations (Counters)					
Table for Executive staff - EXCLUSIVE 15					
8	<p>Executive Table, Particle Board of size W1800 X D1650 X H750 using made up of back to back 25mm thick Pre-laminated particle board of grade II of IS 12823 with approved laminate and finish as per approved shade. the edges shall be sealed with 2mm thick thin strip of impermeable PVC that is cut to fit the size of board panel and duly pasted with the assistance of edge banding machine at 200 degree Celsius.</p>	1	nos		

<p>Pullout keyboard tray shall be provided of metal base having size 470mm X 286mm. The tray shall be operated on keyboard channel. The framework shall be made of Aluminium alloy extruded profiles. The partition shall have the assembly of top trim, top bar, mid bar, side pole, squirting, raceway and side beading. The entire Aluminium parts shall be pretreated and duly powder coated of 40-50μ dry film thick. All these frame work sections shall be fitted to each other by fasteners of 2mm thick which is properly zinc coated for corrosion resistant.</p>				

<p>9</p>	<p>Supplying & Placing Modular table in completely knock down conditions with an overall size 3180mm X 3180mm X 1650mm that is to be assembled at site. The worktop shall have the size 1500mm/600mm X 1500mm/600mm made up of back to back 25mm thick Pre-laminated particle board of grade II of IS 12823 with approved laminate and finish as per approved shade. The top profile shall be in curvilinear shape and the edges shall be sealed with 2mm thick thin strip of impermeable PVC that is cut to fit the size of board panel and duly pasted with the assistance of edge banding machine at 200 degree Celsius. Pullout keyboard tray shall be provided of metal base having size 470mm X 286mm. The tray shall be operated on keyboard channel. The workstation shall have panel based partition of 60mm thick with 1200/1650 mm height and provided at front of the user as well as both side of the user. The framework shall be made of Aluminium alloy extruded profiles. The partition shall have the assembly of top trim, top bar, mid bar, side pole, squirting, raceway and side beading. The entire Aluminium parts shall be pretreated and duly powder coated of 40-50µ dry film thick. All these frame work sections shall be fitted to each other by fasteners of 2mm thick which is properly zinc coated for corrosion islanders.</p>	<p>6</p>	<p>NOS</p>		
	<p>Raceway shall be provided of Aluminium of size 118mm height below the work top as per requirement for inlaying of electrical management and carrying</p>				

<p>the wire horizontally. The exposed vertical and horizontal faces of the frames shall be snap fitted with side beading and top trims respectively. The top and bottom tile shall be provide at front of the user and below the wroktop respectively. The beading shall have extruded profile and made of PVC. The trims shall be made of aluminium extrusions of size 60mm with 1.5mm thick. The partition shall have concealed wire management capabilities for responsive and safe operations of power, telecommunications and data (LAN) and has separate components for electrical, data and telephone cables having adequate capability of both the vertical and horizontal wire movements. Slots/cutouts shall be given on raceways to fix all electrical and data points. Zinc coated small top support brackets shall be fixed to the partition frame. To protect the wall from kicks, abrasion and serve as a decorative moulding skirting shall be provided at the bottom of the partition. The Workstation shall have 2 nos. of overhead storage unit on partition with an overall size 855mm X 380mm X 400mm. The storage shall be made up of 18mm thick Pre-laminated particle board with 1 shutter.</p>				
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	<p>The storage shall be operated with SS handle. Fixed pedestal shall be provided with an overall size 400mm X 450mm X 670mm. The pedestal shall be made up of Pre-laminated particle board of grade II of IS 12823. Pedestal side, back, top, fascia shall be 18mm thick and drawer base shall be 9mm thick. The pedestal shall have 3 nos. of drawer i.e. 2 box drawer and 1 filing drawer. The drawer shall be operated with SS handle and easily close & open with the assistance of roller channel and ball bearing channel to enable smooth operation. The drawer shall have central locking mechanism in which all the drawer shall be synchronized locked with one single key. To protect the wall from kicks, abrasion and serve as a decorative moulding, skirting shall be provided at bottom.</p>				
<p>10</p>	<p>Supplying & Placing workstation table in completely knock down conditions with an overall size 2520mm X 1260mm X 1200mm that is to be assembled at site. The construction of the main table shall be free standing structure. The top shall have the size 1200mm X 600mm made up of 4 nos. of 25mm thick Pre-laminated particle board of grade II of IS 12823 with one side laminate and finish as per approved shade. The profile of the top shall be rectangle shape having four sharing base with one edge full round post form and others shall be sealed with 2mm thick thin strip of impermeable PVC that is cut to fit the size of board panel and duly pasted with the assistance of edgebander machine at 200 degree</p>	<p>10</p>	<p>NOS</p>		

<p>Celsius. A pullout keyboard tray shall be provided of 18mm thick Pre-laminated particle board having size 550mm X 300mm. The tray shall be operated on keyboard channel. The workstation shall be a panel based partition system of 60mm thick. The Panel on the sides of user shall be of 1200 height & the Panel at the front side of the user to be 900mm to enable interaction with visitors. Upper part of the panels to be finished with Fabric finish & Lower part of the Panel should be finished with approved laminate. Framework shall be made of aluminum alloy extrusions. All Aluminum parts shall be pretreated and duly powder coated of 40μ-50μ thick. All these frame work sections shall be fitted to each other by fasteners of 2mm thickness which is properly zinc coated for corrosion resistant. Raceway shall be provided of aluminum below the work top as per requirement for inlaying the electrical management and carrying the wire horizontally. The exposed vertical and horizontal faces of the frames shall be snap fitted with curve trims.</p>				
<p>The trims shall be made of aluminum extrusions of size 60x19mm with 1.5mm thick and should be covered with Die Cast End caps on joints, 2 ways, 3 ways & 4 ways caps as required. Wire management partition shall have concealed wire management capabilities and shall be engineered for responsive and safe operations of power, telecommunications and data (LAN) and has separate components for electrical, data and telephone cables having adequate capability of both the vertical and</p>				

	horizontal wire movements. Slots/cutouts shall be provided on raceways to fix all electrical and data points. Zinc coated small top support brackets fixed to the partition frame. A fixed pedestal shall be provided with an overall size 400mm X 450mm X 725mm. The pedestal shall be made up of Pre-laminated particle board of grade II of IS 12823. The drawer base shall be 9mm thick and other parts like side, back, facia shall be 18mm thick.				
	It shall have 1 drawer having size 400mm X 150mm and 1 shutter having size 400mm x 513mm. The drawer and shutter shall be operated with Al Die cast D-handle and easily close & open with the assistance of 400mm roller base bottom channel having load capacity 20Kg and crank hinge to enable smooth operation. The drawer shall have central locking mechanism. To protect the wall from kicks, abrasion and serve as a decorative moulding, skirting shall be provided at bottom with size 365mm X 50mm. A CPU unit shall be provided with an overall size 470mm X 286mm with 18mm thick Pre-laminated particle board.				
11	Providing a utility desk using 19 mm thk plywood and finished in laminate of approve brand and shade with storage below, all edeges polished/painted as directed by the architect.	2	lump sum		
12	CONFERENCE 1				
	Conference Table, Particle Board Edge Banded Top Laminate color and brand as per specifications provided W2400 X D1200 X H750	1	nos		

Request for Proposal- Interior/Repair Work at National Housing Bank's Regional Office at Mumbai

13	COST OF TOTAL 12.NOS ITEMS				
14	Rebate for buy Back/ disposal/ purchasing of old furniture including removing existing partly glazed, solid, low height. partly M.S. grill jali partition, counters, tables, doors, ceiling, shifting of existing furniture and stacking the removed material at given place, carting away debris, cleaning etc. complete.(Contractor to deduct the buy-back amount and then provide total cost and then adding GST)				
15	Total cost After deducting Rebate/ buy-back (13-14)				
16	Total GST as applicable				
17	Total cost with GST (15+16)				

LIST OF APPROVED MANUFACTURES / SUPPLIERS OF MATERIALS

MATERIALS

APPROVED MANUFACTURERS / SUPPLIERS

Synthetic Enamel Paint	: I.C.I. Dulux / Asian Paints/ Berger
Plastic Emulsion Paint	: I.C.I. Dulux / Asian Paints/ Berger
Dry Distemper & Oil Bound Distemper Paint	: I.C.I. Dulux / Asian Paints/ Berger
Red Oxide Primer Paint	: I.C.I. Dulux / Asian Paints/ Berger, Bombay Paint
Wood Preservatives	: Bison by British Paints / Termiseal by PCI
Plywood	: Sarda Plywood, Samrat Plywood, Duro Ply (MR Grade) / Green Ply Ecotech (MR Grade) / URO (MR Grade)
False Ceiling Laminate	: Armstrong, Indian Gypsum Board : Greenlam, Archid laminates Silicon as per drawing
Screws	: G.K.W., Nettle Fold.
Adhesive	: Fevicol SH
Locks	: Godrej
Night Latch	: Godrej
Aluminium Sections	: Jindal
Glazing	: Modi / Asahi / Saint Gobain
Aluminium Cladding	: Euroband / Altobond / Alukbond

Request for Proposal- Interior/Repair Work at National Housing Bank's Regional Office at Mumbai

Key board drawer	: EBCO
Telescopic CPU stand	: EBCO
Cable Organizer (Wire Manager)	: EBCO
Vitrified tiles	: EURO / RAK/Johnson/Kajaria/Nitco or equivalent make
Soft & Accoustic Boards	: Jolly Boards (Insulex), Sitapur Boards (Sitatex) Phenol Bounded
Termite Proof	
Hard Board (Novateak)	: Jolly Boards (Insulex), Sitapur Boards (Sitatex), Anchor
Modular Furniture	: Geekan Furnitures or equivalent make.
Door Closer	: Everite
P.V.C. Tiles	: Karara
Flush Doors	: Sitaboards, Anchor
Metal Sliding Channel	: El-Binari
Drawer & Cabinet Lock	: Godrej
Water Proofing Compound	: Roffe / Impermo / Accoproof/ Algiproof / Sunanda
Polyurathene Foam	: U-Foam Or Equivalent
Rubber Foam	: Mm Rubber Foam Or Equivalent
Pest Control	: Pest Control & Anti Termite Treatment For Complete Interior
Work To	
	Be Done By Local Renowned Contractor.
Venetian Blinds	: Vista, Mac, Luxaflux & Arolux
Structural Steels	: Tata Steel
Cement A.C.C.Century	: Ordinary Portland cement Of Larsen & Turbo, Ambuja, Cement
Reinforcement/ Structural Steel	: Sail / Tisco / Torsteel
White Cement	: J. K. Cement or Birla White
Sand Fine Aggregates Coarse Aggregates, Bricks, Stone Slab And Murrum Filling, Lime	: Locally Available Material Duly Tested.
Hardeners	: Ironite / Ferok / Hardonate
Cement Paint	: Snowcem / Colourcem Or Equivalent / Sandex

Request for Proposal- Interior/Repair Work at National Housing Bank's Regional Office at Mumbai

Cast Iron Fittings : Nicco
GI Pipes : Gujrat, Ambika, Zenith
P.V.C. Pipes : Prince

1. All materials to be delivered at site. If the material used for the work is not in conformity with the specifications, the same shall be replaced by contractor. All the material required for the above work shall be arranged by the contractor at his own cost.
2. Plywood mentioned in the drawings as well as in bill of quantities should be M R Grade only.
3. Selection of material to be done in consultation with the BANK 's representative / Engineer.
4. All materials shall be of the first quality.
5. Wherever Contractor proposes to use 'equivalent ' makes (i.e. other than specified) the same shall be done only after prior approval from BANK. BANK may consult Architect before giving approval. Any additional expenditure, time due to this will be on Contractor's account and no claims will be entertained.
6. Read "or equivalent approved " at the end of the list of approved manufacture / sub-contractor / brand for every materials.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

**BOQ FOR PROPOSED ELECTRICAL SYSTEM WORK FOR REGIONAL OFFICE,
MUMBAI, NATIONAL HOUSING BANK**

SR. No.	DESCRIPTION OF ITEM	Unit	Quantity	Rate	AMOUNT
1	RACEWAY / JUNCTION BOX				
1.1	Readymade 2500mm standard length, prefabricated, GI trunking from MS sheet and then hot dip galvanised, of following sizes and associated accessories such as coupler plates, tees, elbow etc. 50 mm side flanges shall be provided. Galvanisation thickness shall be minimum 86 Micron. cost of trunking shall be included junction box of suitable size, and all other accessories required to complete the work.				
1.1.1	300 x 50mm (W x H) with two partition - (16 SWG - 1.6mm) with cover with partition	RMtr.	50.00		
2	WIRE				
2.1	Supplying and erecting mains with 3x4 sq.mm FRLSH copper PVC insulated wire laid in provided conduit/trunking/inside pole/Bus bars or any other places as per specification No: WG-MA/BW	RMtr.	200.00		
2.2	Supplying & erecting 2 pair telephone copper cable 0.5 mm dia. with high density polyethylene insulation, polyester taped, Nylon Rip Cord & grey colour sheathed with FR PVC, conforming to	RMtr.	500.00		

Request for Proposal- Interior/Repair Work at National Housing Bank's Regional Office at Mumbai

	ITD specification S/WS 113C laid in provided PVC casing capping/conduit as per specification No. WG-TW				
2.3	Supplying & erecting 20 pair telephone copper cable 0.5 mm dia. with high density polyethylene insulation, polyester taped, Nylon Rip Cord & grey colour sheathed with FR PVC, conforming to ITD specification S/WS 113C laid in provided PVC casing capping/conduit as per specification No. WG-TW	RMtr.	10.00		
2.4	Supplying and installing cat-6 cable suitable for networking as per specification no. WG-COC/NC	RMtr.	500.00		
2.5	Supplying & erecting co-axial copper cable low voltage grade tri-shielded RG-6 as per specification No. WG-TW	Nos.	25.00		
3	SWITCH BOX				
3.1	Supplying and erecting unbreakable concealed type modular switch box with double mounting plate for 2 module duly erected flush to wall with required chiselling and finishing with cement mortar / POP as per required to match the background.	Nos.	19.00		
3.2	Supplying and erecting unbreakable concealed type modular switch box with double mounting plate for 4 module duly erected flush to wall with required chiselling and finishing with cement	Nos.	38.00		

Request for Proposal- Interior/Repair Work at National Housing Bank's Regional Office at Mumbai

	mortar / POP as per required to match the background.				
4	MODULER SWITCHES				
4.1	Supplying and erecting modular type switch 6A / 10A duly erected on provided plate and box with wiring connections complete.	Nos.	19.00		
4.2	Supplying and erecting modular type switch 16 / 20 A with indicator, duly erected on provided plate and box with wiring connections complete.	Nos.	19.00		
4.3	Supplying and erecting modular type 3 pin 6A multi socket with safety shutter, duly erected on provided plate and box with wiring connections complete	Nos.	19.00		
4.4	Supplying and erecting modular type 3 pin 6 / 16A multi socket with safety shutter, duly erected on provided plate and box with wiring connections complete.	Nos.	38.00		
4.5	Supplying and erecting modular type telephone socket one gang with safety shutter, duly erected on provided plate and box with wiring connections complete.	Nos.	19.00		
4.6	Supplying and erecting modular type computer Jack RJ45 with safety shutter, duly erected on provided plate and box with wiring connections complete.	Nos.	19.00		

Request for Proposal- Interior/Repair Work at National Housing Bank's Regional Office at Mumbai

4.7	Supplying and erecting modular type T.V. socket single outlet, duly erected on provided plate and box with wiring connections complete.	Nos.	1.00		
5	NETWORKING				
5.1	Supplying, erecting & commissioning MDF Box 50x50 pairs made from min. 1.5mm thick MS sheet as per specification no. WG-TW	Nos.	1.00		
5.2	Supplying and fixing 24 U floor mount rack (Dimension-DxWxH - 800x600x1265 mm) as per specification No. WG-NAS/RAK	Nos.	1.00		
5.3	Supplying and fixing 24 port patch panel with tool-less keystone jacks in provided U Rack complete as per specification no. WG-NAS/PP	Nos.	1.00		
5.4	Supplying, fixing, and configuring 24 ports + (4 SFP+) POE switch, 370W, 6KV surge protection on ethernet port and console port for management on provided rack as per specification No. WG-NWC/ENS	Nos.	1.00		
5.5	Supplying and fixing 1 m length, UTP patch cord of enhanced Cat 6 type with 4-connector channel, performance test report as per ANSI/TIA-568.2-D in position as per specification No. WG-COC/PC	Nos.	19.00		
5.6	Supplying and fixing 2 m UTP patch cord of cat 6 type in position as per specification No. WG-COC/PC	Nos.	20.00		

6	DISTRIBUTION BOARD				
6.1	Supplying & erecting triple pole and neutral distribution board (TPNDB), SPMCB of 4 ways/phase (12 poles), with door, 1.2mm thickness, surface/flush mounted, IP 43 protection on iron/GI frame (horizontal busbar type) as per specification no. SW-SWR/MCBDB	Nos.	1.00		
6.2	Supplying and erecting single pole and neutral distribution board (SPNDB), with 2 ways for incoming and 10 ways (10 poles) for outgoing SP MCBs, with door, 1.2mm thickness surface / flush mounted, IP 43 Protection on iron / GI frame as per specification no. SW-SWR/MCBDB	Nos.	1.00		
6.3	Supplying, erecting & marking SPMCB 6A to 32A, C-series with rated short - circuit breaking capacity (Icn) 10kA in provided distribution board as per specification no. SW-SWR/MCB	Nos.	14.00		
6.4	Supplying, erecting & marking DPMCB 6A to 32A, C-series with rated short - circuit breaking capacity (Icn) 10kA in provided distribution board as per specification no. SW-SWR/MCB	Nos.	4.00		
6.5	Supplying, erecting & marking TPMCB 40A to 63A, with rated short - circuit breaking capacity (Icn) 10kA in provided distribution board as per specification no. SW-	Nos.	1.00		

Request for Proposal- Interior/Repair Work at National Housing Bank's Regional Office at Mumbai

	WR/MCB				
7	EARTHING				
7.1	Supplying and erecting GI strip of high purity required size used for earthing on wall and/or any other purpose with necessary GI clamps fixed on wall painted with bituminous paint with joints required. As per specification no EA-EP.	Kg.	1.00		
8	Total cost for Electrical Work (1 to 7)				
9.	Rebate if any				
10	Total cost with Rebate (8-9)				
11	GST as applicable				
12	Total Cost with GST(10+11)				

PREFERRED MAKES OF MATERIALS FOR ELECTRICAL WORK

1. All materials to be supplied by the contractor shall confirm to the relevant Indian Standard and bear "ISI" marking distinctly. However for the guidance of the Contractor some of the preferred makes of materials are as follows.
2. All materials shall be of the first quality.
3. Wherever Contractor proposes to use ' equivalent ' makes (ie other than specified) the same shall be done only after prior approval from Bank. Bank may consult Interior Designer before giving approval. Any additional expenditure, time due to this will be on Contractor's account and no claims will be entertained.
4. Read " or equivalent approved " at the end of the list of approved manufacture / sub-contractor / brand for every materials.

SR NO. MATERIAL

APPROVED

MANUFACTURES/SUPPLIERS

- | | |
|-------------------------|-------------------------------|
| 1. SFU/ Isolator switch | EE/L&T/Siemens |
| 2. L.T. Panels | EE/L&T/ Siemens / As approved |
| 3. Meters | AE/MECO/ Rishab/ Silkon/ UE |
| 4. DB (HRC Fuse) | EE/Standard/ CPL/ Havel |
| 5. DB (MCB) | EE/MDS/ Siemens |
| 6. Wires | Finolex / Polycab |

Request for Proposal- Interior/Repair Work at National Housing Bank's Regional Office at Mumbai

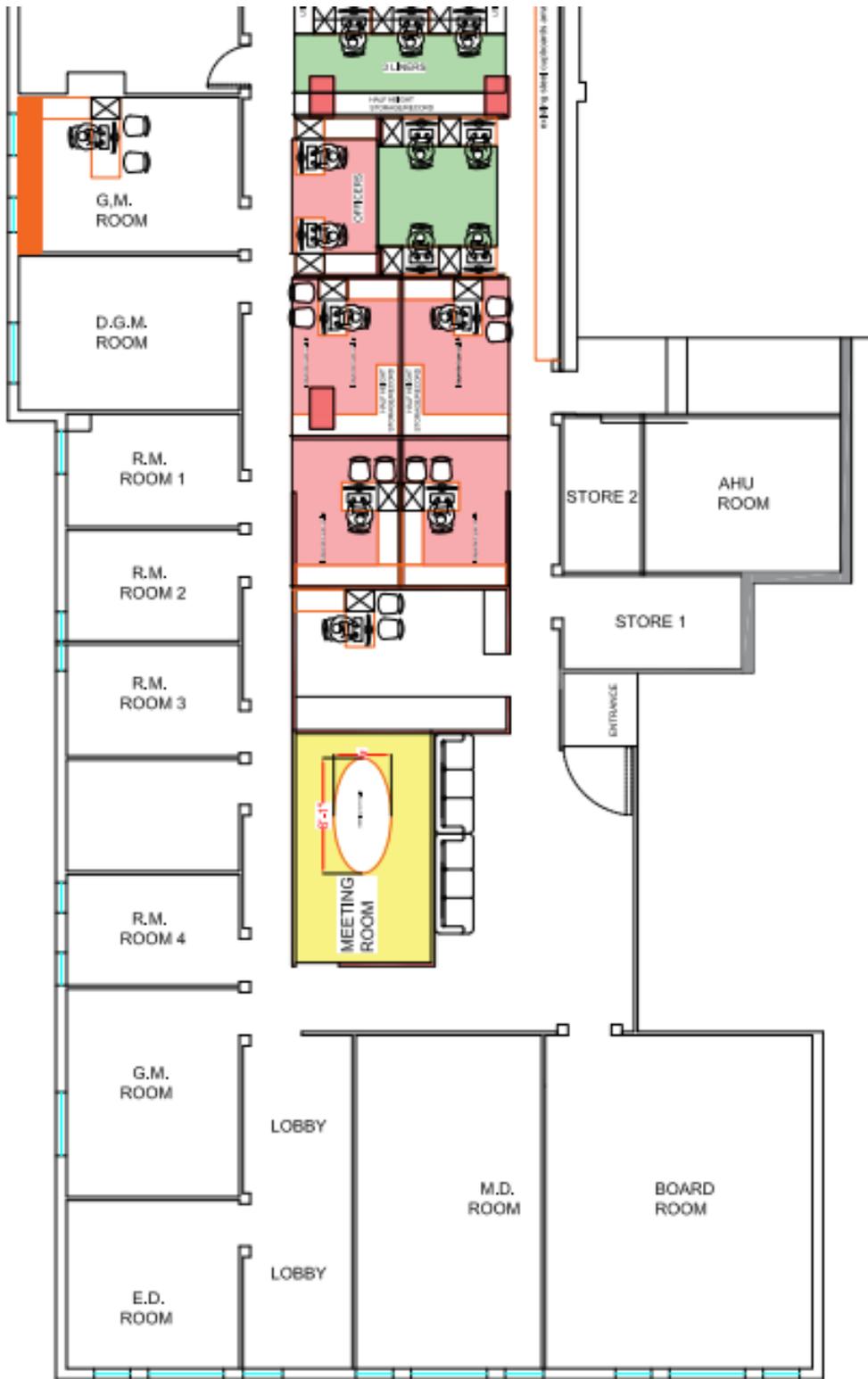
7. Conduits (MS/GI)	Superme BEC/ Precision / Circle Ark
8. Switches /Sockets Avanti/ LK pace	Anchor/ Preeision/ CPL/ MK/SOUTHwest/
9. Lugs	Dowell/Jainson
10. Telephone cables	Finloex/ Delton/ MTNL approved
11. Decorative lights (spot lights/ picture lights wall)	Phillip / Wipro
12. Fire detectors	Appolo Honry well
13. Security system	Shellain / Radioncis sentrol
14. ELCB/RCCB	EE/MDS/ Datar
15. Telephone Tag-block	Krone
16. NCCBS	L&T/EE/Crompton
17. Air Circuit Breaker	L&T Siemens /EE
18. Changeover Switches	Siemens / Blcon/ Kayee
19. Contractors	Siemens /L&T
20. Muisc speakers	Phillips/ Ahuja
21. Amplifers	Phillips /Ahuja
22. Elec. Fittings & fixtures	Phillips /Crompton/Wipro
23. PL/ Spot Lights fittings	Phillips /K-lite/Wipro
24. Copper Cable (Conductor)	Polycab / CCI ISI Mark
25. Flourscent Lights, PL Lights and Lamps etc.	Phillips/Crompton/Bajaj
26. MCB/ ELCB	MDS/ DATAR
27. Main switcher (sheet metal boxing)	L&T
28. Ceiling Fan	Crompton/ Usha, Bajaj, Orient
29. Wall fan	Usha /Almonard
30. Exhaust fan	Unique/Crompton/GEC
31. Gland Flange Type	BRACO
32. Casing Caping Patti	PRESTO PLAST

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Annexure-XII(c)



ARCHITECT LUBNA SHEHZAD.
27-Sutar Chawl, Ismail Bldg.
4th floor, shop no.46, Mum-400002.

**NATIONAL HOUSING BANK
REGIONAL OFFICE
MUMBAI**

Commercial Bid Covering Letter

The Regional Manager,
National Housing Bank,
Mumbai Regional Office,
3rd Floor, 45, Veer Nariman Road,
Bombay Life Building,
Fort, Mumbai-400001.

Dear Sir,

Commercial Bid: Interior/Repair work at Mumbai Regional Office of NHB

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

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

Yours faithfully,

For

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Annexure - XIV

General Terms and Conditions of Scope of work as per standard specifications of CPWD, unless other instructed by the bidder/Bank

- i. The entire work shall be done in first class manner as per manufacturers' standard specifications.
- ii. Rate quoted shall be inclusive of working with care to maintain existing furniture and painted surfaces in proper manner.
- iii. After day's work is over, contractor to clean site so that working condition for NHB staff working is not disturbed.
- iv. The contractor shall include the cost of erecting scaffoldings/Khatan/plastic sheets to create barrier between working staff of NHB and interior furnishing space.
- v. Care shall be taken to clean stains if found during execution of work for which no extra payment will be made.
- vi. The staff engaged for furnishing work should be well behaved and follow necessary instructions given by Architect/Banks staff as well as occupants of the office. The contractors shall be responsible for any untoward incident and misbehavior of the staff.
- vii. The Bank shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Bank's Engineer/Architect are not in accordance with the specifications or instructions of the Bank's Engineer/Architect, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the tender and specifications or instructions; and the contractor shall forthwith carry out such order at his own cost.
- viii. The contractor shall arrange to get all the samples of materials to be used in the work approved from the employer.
- ix. The contractor shall make his own arrangement for drawing the same from common area meter. The contractor has to take care of all his material brought to the site and bank in no way responsible for it safety. Further, the Bank will not allow the residential accommodation to contractor employees in its premises.
- x. The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor's employee, whether such injury or damage arise from carelessness, accident or any other case whatever in any way connected with the carrying out of the contract. This clause shall be held to include, inter-alia, any damage to buildings, whether immediately

adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract, by frost or other inclemency of weather. The contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claims.

- xi. The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.
- xii. The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the Contract with an approved Policy of Insurance (Contractors All Risk Policy) for a sum equivalent to contract value in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.
- xiii. The contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other statutes in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expense effect and maintain, until the virtual completion of the Contract, with an approved a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract.
- xiv. The minimum limit of the coverage under the third-party insurance policy shall be Rs.2 lakh per person for any one accident or occurrence and Rs. 5 lakhs in respect of damage to property for any one accident or occurrence.
- xv. The Contractor shall be responsible for anything which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of or compensation or damages arising therefrom.
- xvi. The Employer shall be at liberty and is hereby empowered to deduct the amount of any damage compensation, costs, charges, and expenses arising or occurring

from or in respect of, any such claims or damage from any or all sums due or to become due to the Contractor. In addition to the above, the contractor shall insure the work against loss due to fire, for the entire contract amount with an approved insurance company till the virtual completion of the work.

xvii. Deviation in quantities

- (a) Maximum $\pm 10\%$ of the deviation quantity wise may be allowed from the BOQ Quantity by the Bank. In case of fraction nearest higher whole number shall be considered. Prior approval shall be obtained from the Bank by the bidder. Bank at its discretion may remove any work from the BOQ totally or partially even after awarding the contract.
- (b) Extra items, if any may be allowed by the Bank, which shall not be more than 10% of total Project Cost as quoted in **Annexure V** as mentioned in the BOQ. Prior approval shall be obtained from the Bank by the bidder.

xviii. **MEASUREMENT**

All measurements shall be as per IS 1200 & CPWD Manuals. The length and breadth to be measured correct to a centimeter. Deduction in measurements to be regulated as follows:

- a. No deduction shall be made for opening less than 0.5 sqmt and no addition made for jambs, sills reveal therein etc
- b. Opening exceeding 0.5 sqmt shall be deducted and jambs, soffits, sills etc., measured.
- c. The multiplying co-efficient for various types of surfaces to get plain areas of painting shall be as per latest Indian Standard Code (BIS).

xix. **SAFETY CODE**

- b. First aid appliances including adequate sterilized dressings and cotton wool shall be kept in a readily accessible place.
- c. An injured person shall be taken to a public hospital without loss of time, in case where the injury necessitates hospitalization.
- d. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
- e. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.

- f. The debris material shall not be placed within 1.5 meters of the edge of the building.
- g. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing the minimum height or which shall be 1 meter.
- h. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
- i. Workers employed on mixing and handling material such as brick mortar, cement mortar or concrete shall be provided with protective footwear and rubber hand gloves.
- j. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
- k. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.
- l. Safety belts should be used while executing the external painting / plastering, crack filling, etc. works on the building. The entire work needs to be supervised by an experienced supervisor.

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 _____, 201__, by and between;

_____, a incorporated _____, having its Registered Office at (hereinafter referred to as "the successful bidder/Service provider"), 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 successful bidder/Service provider & 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 witnessed:-

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 part 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

(successful bidder/Service provider)

7. Term: The obligation pursuant to clause 2 and 3 (Confidentiality & Non-Disclosure of Proprietary Information) will survive for a period of _____ 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 successful bidder/Service provider 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 successful bidder/Service provider is required for the same. Such report/finding/document delivered/ submitted by the successful bidder/Service provider 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 & ensure 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
Signatory

Authorized

Name:
Designation:
Place:
Date:

Name:
Designation:
Place:
Date:

WITNESSES:

- 1.
- 2.

Annexure XVI

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

Service Level Agreement

THIS SERVICE LEVEL AGREEMENT (hereinafter referred to "this **Agreement**") is made on this _____ day of the month of _____, 201_, 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 "successful bidder/Service provider"), which expression shall include wherever the context so permits, its successors and permitted assigns.

(Hereinafter NHB and the successful bidder/Service provider are collectively referred to as "the Parties" and individually as "the Party")

WHEREAS

- (A) NHB intends to hire the successful bidder/Service provider 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 successful bidder/Service provider has been selected through open tendering process by way of floating the RFP by NHB followed by evaluation of Technical & Commercial Bids of the Bidders and accordingly the letter of award no. _____ dated _____ ("**LoA**") (attached hereto as **Appendix- II**) has been issued by NHB to the successful bidder/Service provider;
- (C) The successful bidder/Service provider has accepted and agreed to provide

the Services in accordance with terms and conditions of RFP and the LoA.

- (D) In terms of the RFP, NHB and the successful bidder/Service provider have agreed to enter into this 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;
- (d) "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 successful bidder/Service provider t 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 successful bidder/Service provider as described/set out in Clause _____ of the RFP.
- (h) "Third Party" means any person or entity other than NHB and the successful bidder/Service provider.

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 successful bidder/Service provider.

1.3 Purpose

1.3.1 It is hereby agreed that the successful bidder/Service provider 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 successful bidder/Service provider 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 successful bidder/Service provider 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 successful bidder/Service provider shall be paid the total price consideration of Rs. _____ (Rupees _____) ("**Contract Price**") for the satisfactory performance/execution of the entire assignment under the Project. The Contract Price shall be paid by NHB as per the payment terms agreed at Clause 4.2 of this Agreement.

1.4 Relation between the Parties

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

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 successful bidder/Service provider:

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 successful bidder/Service provider

The successful bidder/Service provider hereby authorize _____ to act on their behalf in exercising the entire successful bidder's/Service provider'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 successful bidder/Service provider and their personnel shall pay the taxes

(excluding GST), duties, fees, levies and other impositions levied under the existing, amended or enacted laws during the tenure of this Agreement and NHB shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed from the payments to be made to the successful bidder/Service provider.

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 successful bidder/Service provider i.e. w.e.f.

2.2 Commencement of Services

The successful bidder/Service provider 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

2.6.1 Definition

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

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

Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause 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.

2.6.2 No Breach of Contract

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

2.6.3 Measures to be taken

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

- (b) A Party affected by an event of Force Majeure shall notify the other Party such event as soon as possible, and in any event not later than 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.

2.6.4 Extension of Time

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

2.6.5 Consultation

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

2.7 Suspension

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

2.8 Termination

2.8.1 By NHB

NHB may by not less than fifteen (15) calendar days written notice of termination

to the successful bidder/Service provider, (except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause-2.8.1, terminate this Contract:

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

2.8.2 Cessation of Rights and Obligations

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

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

2.8.3 Cessation of Services

Upon termination of this Contract by notice pursuant to clauses-2.8.1 hereof, the successful bidder/Service provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.8.4 Payment 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 SUCCESSFUL BIDDER/SERVICE PROVIDER

3.1 Standard of Performance

The successful bidder/Service provider 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 successful bidder/Service provider shall

always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to NHB, and shall at all times support and safeguard NHB's legitimate interests in any dealings with third parties.

3.2 Compliance with Laws

The successful bidder/Service provider shall perform the assignment in accordance with the Applicable Law including the regulatory framework governing the same and shall take all practicable steps to ensure that the Personnel/ sub-contractor of the successful bidder/Service provider comply with the Applicable Law.

3.3 Conflict of Interest

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

3.4 The successful bidder/Service provider Not to Benefit from Commissions/Discounts etc.

The payment of the successful bidder/Service provider by NHB shall constitute the successful bidder's/Service provider's only payment in connection with this Contract or the Services, and the successful bidder/Service provider 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 successful bidder/Service provider shall use their best efforts to ensure that its Personnel similarly shall not receive any such additional payment.

3.5 The successful bidder/Service provider and Affiliates not to be otherwise interested in/benefited from the Project

The successful bidder/Service provider agrees that, during the term of this Contract and after its termination, the successful bidder/Service provider 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 successful bidder/Service provider and its affiliates shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. The successful bidder/Service provider and its affiliates hired to provide services for the proposed assignment will be disqualified from services related to the initial assignment for the same Project subsequently.

3.7 Confidentiality

The successful bidder/Service provider 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 successful bidder/Service provider and NHB, if required.

3.8 Insurance to be taken out by the successful bidder/Service provider

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

3.9 Liability of the successful bidder/Service provider

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

- (a) The successful bidder/Service provider shall not be liable for any damage

or injury caused by or arising out of any act, neglect, default or omission of any persons other than the successful bidder/Service provider and its Personnel; and

- (b) The successful bidder/Service provider shall not be liable for any loss or damage caused by or arising out of circumstances over which the successful bidder/Service provider had no control.

3.10 Indemnification of NHB by the successful bidder/Service provider

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

unlimited.

- (iii) Under no circumstances, NHB shall be liable to the successful bidder/Service provider 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 Successful bidder/Service provider's Actions Requiring Owner's Prior Approval

The successful bidder/Service provider shall not enter into a sub-contract for the performance of any part of the Services, without the prior approval of NHB in writing. However, the successful bidder/Service provider can hire the services of Personnel to carry out any part of the services. The successful bidder/Service provider shall remain fully liable for the performance of the services by its personnel/ sub-contractors, , as well as the risk management practices of the sub-contractors, pursuant to this Contract.

3.13 Reporting Obligations

The successful bidder/Service provider 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 successful bidder/Service provider to be the Property of NHB:

All software, algorithms, reports and other documents prepared/developed by the successful bidder/Service provider in performing the Services shall become and remain the property of NHB, and the successful bidder/Service provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to NHB, together with a detailed inventory thereof. The successful bidder/Service provider 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 successful bidder's/Service provider's Personnel

The successful bidder/Service provider shall ensure that personnel/employees engaged by him in the project/contract, have appropriate qualifications and competence as stipulated under the RFP and are in all respects acceptable to NHB.

The successful bidder/Service provider will do its utmost to ensure that the personnel identified by the successful bidder/Service provider to work under this Agreement completes the Term. If any such personnel resigns from his job and leaves the successful bidder/Service provider, the successful bidder/Service provider will provide NHB with another personnel of equivalent knowledge, skill and experience acceptable to NHB as his substitute.

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

The successful bidder/Service provider 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 successful bidder/Service provider under this Agreement. The successful bidder/Service provider 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 successful bidder/Service provider for performing the work under this Agreement. NHB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the successful bidder/Service provider.

3.16 Non-Compete

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

as provided in clause 2.8.4.

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 Access

All records (including data, books, information, logs, alerts etc.) of the successful bidder/Service provider 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 successful bidder/Service provider or at the place where the services are being rendered by the successful bidder/Service provider.

NHB and its authorized representatives, including regulator like Reserve Bank of India shall have the right to visit any of the successful bidder's/Service provider's premises to ensure that data provided by NHB is not misused. The successful bidder/Service provider 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 successful bidder/Service provider 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 successful bidder/Service

provider, 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 successful bidder/Service provider 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 successful bidder/Service provider shall arrange and ensure proper Data Recovery Mechanism, Attrition Plan and other contingency plans to meet any unexpected obstruction to the successful bidder/Service provider or any employees or sub-contractors of the successful bidder/Service provider 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 successful bidder/Service provider 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 successful bidder/Service provider. In such case, upon receiving notice from NHB, the successful bidder/Service provider shall continue to provide the Services as per the terms of the Contract until the new successful bidder/Service provider completely takes over the work. During the transition phase, the existing successful bidder/Service provider shall render all reasonable assistance to the new successful bidder/Service provider 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 successful bidder/Service provider for carrying out the assignment under the Contract.

4.2 Consideration & Payment Terms

In consideration of the Services performed by the successful bidder/Service

provider under this Agreement, NHB shall make to the successful bidder/Service provider such payments and in such manner as specified in the RFP and/or the LoA.

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

4.3 Non-Solicitation:

NHB agrees not to make an offer for employment to any personnel provided/deployed by the successful bidder/Service provider 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 successful bidder/Service provider hereby further undertakes:

- (i) That the successful bidder/Service provider 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 successful bidder/Service provider and it complies/will comply with all such requirements.

- (ii) That the successful bidder/Service provider has the necessary expertise to work and execute the Project as per the scope of work set out in detail in the RFP and it has the capability to deliver efficient and effective 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 successful bidder/Service provider of NHB for a consideration, it shall be accountable for (a) any improper discharge of the assignment under this Agreement and/or (b) any deviant conduct keeping in view the norms of ethical business and professionalism.
- (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 successful bidder/Service provider and 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 successful bidder/Service provider by NHB under this Agreement and appropriate/adjust the same for the losses, if any, suffered by NHB without requiring NHB to prove the actual loss.
- (v) That the successful bidder/Service provider shall not do anything that will be of any conflict of interest to the successful bidder/Service provider while discharging the obligations under this Agreement and it shall bring to the notice/knowledge of NHB beforehand any possible instance of conflict of interest while rendering any advice or service. Further, the successful bidder/Service provider shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The successful bidder/Service provider and/or any of its affiliates shall not engage in consulting or other activities that will be in conflict with the obligations under this Agreement.
- (vi) That the successful bidder/Service provider has not been hired for any assignment that would be in conflict with its prior or current obligations to NHB or that may place the successful bidder/Service provider in a position of being unable to carry out the assignment in the best interest of NHB.
- (vii) That the successful bidder/Service provider 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 successful bidder/Service provider.

- (viii) The successful bidder/Service provider shall have suitable back-to-back arrangements/ agreements with the OEMs, in relation to the Scope of Work under this Agreement.
- (ix) NHB reserves the right to seek any information from the successful bidder/Service provider about the third parties engaged by the Service Provider in the supply chain.
- (x) The successful bidder/Service provider shall periodically provide to NHB details of all the data (relating to NHB and its customers/ constituents) captured or processed or stored or come to the knowledge of successful bidder/Service provider or Service Provider's employees during the course of performance of this Agreement/Contract.

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 seat 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 successful bidder/Service provider 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 [the SUCCESSFUL BIDDER/SERVICE PROVIDER]

By _____

Authorized Representative

WITNESSES:

1.
(Name and address)

2.
(Name and address)

--xxx--