

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank



RFP Reference No.: MRO/MRO/DAK/2024/00176

Request for Proposal (RFP) for

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

Office-in-Charge,
Mumbai Regional Office,
National Housing Bank,
3rd Floor, Bombay Life Building,
45, Veer Nariman Road,
Mumbai - 400 001
E-Mail: romum@nhb.org.in

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1. Important Bid Details		
1.	Date of commencement of Bidding	As per GeM
2.	Pre-Bid Meeting with Bidders*	01 Oct 2024 at 15:00 hrs
3.	Last date and time for receipt of Bidding Documents	As per GeM
4.	Date and Time of Technical Bid Opening	As per GeM
5.	Cost of RFP	NIL RFP is published on GeM Portal
6.	Place of opening of Bids <i>(Meeting link will be intimated to bidders over email if conducting through VC)</i>	Online over GeM Portal

**Meeting will be conducted online.*

Note:

- Interested bidders can send pre-bid queries over email/postal as per section 3.1 of this RFP.
- Notice of any changes will be provided through e-mail from designated contact personnel only or through website publishing.
- All data/information, submitted vide documentary proofs/company records along with this RFP, must be reported & will be treated as on date of publication of this RFP.
- **The bidder should ensure that financial bid (as per Annexure XII) to be submitted separately in GEM under financial bid category only and bid value not be disclosed in the technical bid documents.**

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

GLOSSARY

Abbreviation	Description
AIFI	All India Financial Institution
AMC	Annual Maintenance Contract
ATS/AMS	Annual Technical Support / Annual Maintenance Support
EMD	Earnest Money Deposit
GeM	Government e-Marketplace
HFC	Housing Finance Company
HO	Head Office, New Delhi
IEMs	Independent External Monitors
NHB	National Housing Bank
PBG	Performance Bank Guarantee
PSB	Public Sector Bank
RFP	Request for Proposal
RO	Regional Office

Service Provider/Vendor/Bidder be read as single entity. The final bidder is termed as Vendor / Service Provider

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

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

2. About National Housing Bank

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

NHB has been established to achieve, inter alia, the following objectives:

- To promote a sound, healthy, viable and cost-effective housing finance system to cater to all segments of the population and to integrate the housing finance system with the overall financial system.
- To promote a network of dedicated housing finance institutions to adequately serve various regions and different income groups.
- To augment resources for the sector and channelize them for housing.
- To make housing credit more affordable.
- To supervise the activities of housing finance companies based on supervisory authority derived under the Act.
- To encourage augmentation of supply of buildable land for housing and to upgrade the housing stock in the country.
- To encourage public agencies to emerge as facilitators and suppliers of serviced land, for housing.

The Head Office of NHB is located in New Delhi. It has Regional Offices (RO) located at Chandigarh, Delhi, Jaipur, Lucknow, Patna, Ahmedabad, Kolkata, Guwahati, Bhopal, Raipur, Bhubaneswar, Mumbai, Hyderabad, Bengaluru and Chennai. Further, Regional Offices (RO) are proposed at Ranchi, Thiruvananthapuram and Vizag /Vijayawada.

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

3. Instruction to Bidders

General Instructions

- All costs and expenses incurred by the Bidders in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance in meetings, discussions, demonstrations, etc. and providing any additional information required by NHB, will be borne entirely and exclusively by the Bidder.
- No binding legal relationship will exist between any of the Bidders and NHB until execution of a contractual agreement, except the pre-contract Integrity Pact to be submitted along with the Bid. Post evaluation and finalization of the Bids and identification of the successful Bidder, the Integrity Pact will form a part of the definitive agreement to be signed by the successful Bidder. For the other Bidders, the pre-contract Integrity Pact will be binding on

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

them for any acts/omissions committed by the Bidder in violation/breach of the said pre-contract Integrity Pact in relation to the Bid submitted.

- Each Bidder acknowledges and accepts that NHB may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible Vendor(s).
- Every Bidder will, by submitting his Bid in response to this RFP, be deemed to have accepted the terms of this RFP and the Disclaimer.

The bidder should ensure that financial bid (as per Annexure XII) to be submitted separately in GEM under financial bid category only and bid value not be disclosed in the technical bid documents.

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

<p>Sonali Sonawane Regional Manager Email: sonali.sonawane@nhb.org.in Telephone: 011-3918 7423</p>	<p>Chetan T. Kharbikar Assistant Manager Email: chetan.kharbikar@gmail.com Telephone: 011-3918 7336</p>
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- NHB may, in its absolute discretion, seek additional information or material from any Bidder/s even after the tender/RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- Bidders should provide details of their contact person, telephone, fax, email, and full address(s) to ensure that replies to RFP could be conveyed promptly.
- If NHB, in its absolute discretion, deems that the originator of any query will gain an advantage by any response to such query, then NHB reserves the right to communicate such response to all Bidders.
- Queries / Clarification if any, may be taken up with the contact person/s detailed above before the deadline for submission of Bids between 10 am to 5 pm on Monday to Friday, excluding public holidays.
- Bidder should not have been blacklisted/debarred from participation in the Bid process by any of the Govt. Departments/PSUs/Banks/Financial Institutes in India.
- NHB will notify all short-listed Bidders in writing or by mail or by publishing in its website as soon as practicable about the outcome of their RFP. NHB is not obliged to provide any reasons for any such acceptance or rejection.

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

- The bids qualifying the Minimum Eligibility Criteria will be eligible for further evaluation and subsequently the bids qualifying both Minimum Eligibility Criteria and Technical Evaluation will be eligible for Financial Evaluation.
- The bidder (referred to in this RFP as bidder) is responsible for the submitted bid and no consortium is allowed for the solution/services to be offered.

3.1 Pre-Bid Meeting

- For the purpose of clarification of doubts of the bidders on issues related to this RFP, NHB intends to hold an online Pre-Bid Meeting on the date and time as indicated in the RFP. The queries of all the Bidders, in writing, should reach by e-mail or by post, minimum 1 day before the date of pre-bid meeting i.e. on or before 30th Sep 2024 18:00 hrs, on the email/postal address as mentioned above. It may be noted that no queries of any bidder, shall be entertained, which are received after the Pre-Bid Meeting.
- Pre-bid queries need to be submitted in the following format:

S. No.	Relevant Clause of the RFP	Query

- Interested Bidders can attend the scheduled Pre-bid Meeting online by accessing the meeting ID and password provided as under:

Microsoft Teams

Meeting ID: 437 579 333 530

Passcode: PevvwZ

Join on a video conferencing device

Tenant key: 423801606@t.plcm.vc

Video ID: 137 582 007 5

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

3.2 Soft Copy of Tender Document

The soft copy of the Tender/RFP document is made available on GeM portal <https://gem.gov.in/>.

The Bid document is made available on NHB's website <https://nhb.org.in/en/>.

3.3 Non-Transferability of Tender/RFP

This tender/RFP document is non-transferable.

3.4 Erasures or Alterations

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

3.5 Amendment to the Bidding/Tender/RFP document

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

3.6 Language of Bid

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

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

3.7 Masked Financial Bid

The Bidder should submit a copy of the actual price Bid (as per the format specified by NHB), being submitted to NHB separately, by masking the actual prices. This is mandatory. The Bid may be disqualified if it is not submitted by masking it properly. NHB reserves the right to cancel the Bid/tender process at the time of financial evaluation, if the format/detail (except price) of 'Masked Financial Bid' does not match with the format/detail of actual Financial Bid submitted.

3.8 Right to Alter Location/Quantities

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

3.10 Bid Currency

Bids to be quoted in Indian Rupee only.

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

Financial/ Commercial Bid

Disclaimer: Bidder has to upload Technical and Commercial Bid separately in the suitable format.

The bidder should ensure that financial bid (as per Annexure XII) to be submitted separately in GEM under financial bid category only and bid value not be disclosed in the technical bid documents.

1. Scope of work

The purpose behind issuing this RFP is to invite commercial bids through Government E-Marketplace (GeM) for Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories (4 Units each of minimum 7.5 TR); Robo vacuum cleaning of entire duct system installed in premises along with Dismantling and Buy Back of existing units as per specifications document mentioned in **GeM Bid Document**.

2. Evaluation Criteria

- The bidder must qualify the Technical Pre-Qualification Criteria as per **Annexure I** to be eligible for Commercial Evaluation.
- The bid will be evaluated on overall lowest cost basis consisting of
 - A. Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units; removal of all the debris as per specifications mentioned in **GeM Bid Document**.
 - B. AMC charges of for new units (1st year will be covered under warranty) for 2nd, 3rd and 4th year
 - C. Dismantling and buyback price of existing AC units (4 units each of 7.5 TR) as per **Annexure XI**.

Bidders are requested to quote the price in the following manner in INR (Indian Rupees only) and share the financial document as per the format share in Annexure XII:

S. No.	Item Description	Total Value
1	Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum	A (Inclusive of Applicable taxes)

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

	cleaning of entire ducting installed in the premises, removal of all the debris as per specifications mentioned in GeM Bid Document .	
2	# AMC charges of for new units (1 st year will be covered under warranty) for 2 nd , 3 rd and 4 th year	B (Inclusive of applicable taxes)
3	Dismantling and buyback price of existing AC units (4 units * 7.5 TR) as per Annexure XI .	C (Exclusive of GST)
	Total (Z)	A + B - C

The AMC Charges submitted by the Bidder in GeM shall be arrived in the following way:

1. Comprehensive AMC for Year 1 -: Will be covered under warranty
2. Comprehensive AMC for Year 2 -: P
3. Comprehensive AMC for Year 3 -: $Q = P * 1.05$
4. Comprehensive AMC for Year 4 -: $R = Q * 1.05$

Maximum reserve charges for Comprehensive AMC 2nd year for new units (P): Rs.80,000/- (excluding taxes)

TOTAL Bid value (Z) = (A + B - C)

(Multiplying factor i.e.1.05 mentioned in pt. no. 3 & 4 is mentioned to make bidder understand the calculation. The Bidder is free to offer AMC charges as per their consideration)

*All the bidders are hereby advised to participate in the bid as per given calculation above (Z) inclusive of all the cost mentioned in scope of work and also upload the format as annexure XII in Commercial/ Financial bid.

3. Lowest bidder quote on GeM:

The lowest bidder (L1) will be arrived as per below formula -: (Z)

$Z = \text{Total Cost for (1) (including GST and other taxes \& duties) \{A\} + \text{AMC Charges for new units (2) (including all applicable taxes) \{B\} - \text{Total Dismantling and Buyback Cost (3) (excluding GST) \{C\}}$

i.e. (Z) = A + B - C

4. Delivery

The successful bidders shall be required to perform the following tasks/activities:

- a) Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories also Robo Vacuum

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

cleaning of entire ducting installed in the premises; AMC charges for 2nd, 3rd & 4th year; dismantling and buyback of old units; removal of all the debris as indicated in **GeM Bid Document**.

b) The items must be delivered and configured at Mumbai Regional Office situated at the following location:

*National Housing Bank,
Mumbai Regional Office,
3rd Floor Bombay Life Building,
45, Veer Nariman Road, Mumbai-400 001*

At present, the Head Office of NHB is located in New Delhi and it has Regional Offices at Mumbai, Delhi, Bengaluru, Hyderabad, Chennai, Kolkata, Ahmedabad, Guwahati, Lucknow and Bhopal, Jaipur, Raipur, Patna, Chandigarh, Bhubaneswar.

The delivery would be at Mumbai Regional Office and the quantity will be indicated as mentioned in BoQ.

5. Price Composition & Variation

The Price quoted for procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories also Robo Vacuum cleaning of entire ducting installed in the premises; AMC charges for 2nd, 3rd & 4th year; dismantling and buyback of old units; removal of all the debris as indicated in GeM Bid Document and specification document, shall remain valid for 90 days (THREE months) from the date of issuance of initial PO.

6. Performance Guarantee

The successful bidder will be required to provide performance bank guarantee/PBG of value amounting to 3% of the Total Contract Value, in the form of bank guarantee from a scheduled commercial bank. The PBG should be valid till at least three months beyond the expiry of warranty period or such other extended period as NHB may decide. The PBG is required to protect the interest of NHB against the risk of non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions including labor laws and any other laws/rules/regulations, by the successful bidder. Default in successful implementation of the conditions of the contract, may warrant the invoking of PBG, and also if any act of the vendor/bidder results into imposition of Liquidated Damages/penalty, then NHB reserves the right to invoke the Performance Bank Guarantee submitted by such bidder. The decision of NHB as to non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions etc., shall be final and binding on the successful bidder.

7. Liquidity Damage (LD) and Delivery Timelines Penalty

The items must be delivered within **21 days** at the locations indicated earlier (in 4 (b)) from the date of accepting the purchase order. Delays in delivery may lead to penalty and inordinate delay may lead to cancellation of order at the discretion of the Bank.

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

If the bidder fails to deliver the equipment within **21 days** from the date of PO, Liquidity Damage (LD) of 0.5% of the Order Value for every week's delay or part thereof, subject to a maximum of 3% of the order value, will be imposed by the bank.

In case the delay exceeds **Six** weeks, the bank reserves the right to cancel the order. In such an event bidder will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise.

8. Other Terms & Conditions

- Bidder must provide Manufacturer Authorization Form (MAF) (**Respective GeM Bid number printed along with the seal and sign of the OEM**), failing which the bid may be rejected and may not be considered for further evaluation. No further communication will be entertained in this matter.
- The purchase order shall be issued against the quotation provided by the successful bidder, compliance statement and subsequent information furnished.
- The Bank, if desired, may check the genuineness of the equipment with the OEM. In case of any discrepancies, Bank reserves the right to cancel or to take necessary action if the items delivered are found to be non-compliant with the details furnished by the bidder or specifications asked in our enquiry.
- The bidder shall undertake the responsibility for free of cost replacement of the equipment against manufacturing defects.
- Bank reserves the right to reject the bid if any deviation is observed between the product offered by the bidder and the specifications stated in the Bid.
- Bank may ask for supporting documents like, declaration from the bidder, product brochures etc. during evaluation of the bids, failure in submission of the same may lead to cancellation of the bid.
- Bank reserves the right to cancel the PO or to take necessary action if the items delivered found to be non-compliant with the details furnished by the bidder.
- The bidder must provide 1 year's comprehensive OEM warranty support.
- A Bidder will, by responding to this enquiry, be deemed to have accepted the terms of this enquiry.

9. Payment Terms

The terms and payment will be as under:

- 100% after Supply, Installation, Testing, Commissioning, and operationalization along with all accessories also Robo Vacuum cleaning of entire ducting installed in the premise along with dismantling and buyback of old units; removal of all the debris as indicated in GeM Bid Document and specification document with 1-year comprehensive OEM warranty support and submission of 3% of the bid value as Performance Bank Guarantee (PBG) satisfactory to NHB for entire warranty period. Format of PBG is as annexed as **Annexure - VII**.

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

10. Warranty And Support

The successful bidder must provide 1-year a comprehensive OEM warranty support. It is the responsibility of the bidder to ensure the compatibility. The bidder will be responsible for malfunctioning of these items within the specified warranty period.

The equipment supplied under the contract shall be fully insured by the bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. Bank will not be responsible for any loss to bidder on account of non-insurance to any equipment or services.

Bidder/OEM should have a 24x7x365 days support center in order to log the calls. The support center detail/ numbers should be provided along with the escalation matrix mentioning the contact person's name, number and designation in the company.

11. Service Level Agreement and Non-Disclosure Agreement

Successful bidder (s) has to sign Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) with the Bank and would be required to keep all information provided to them as "Confidential" and not disclose to any party without obtaining prior approval from NHB even after expiry of the contract. Successful bidder (s) has to sign the SLA & NDA within 30 days of receipt of the work/purchase order. If any bidder (s) disagrees to sign the SLA and NDA, their offer will be rejected.

12. Buy-Back

- Bidder has to quote for the buyback of existing 4 AC units items as per **Annexure - XI**.
- **The minimum reserve price of buyback items is ₹80,000/- for 4 units (exclusive of GST)**. The bidder must quote higher price than the minimum reserve price for all the items individually as per **Annexure-XI**.
- Successful lowest bidder has to provide detailed cost break up of tendered of new units, AMC Charges as mentioned in 2(B) as well as dismantling and Buy-Back items separately after award of contract through email to the government buyer/consignee
- The buyback price should be adjusted in the final quote provided for the current procurement.
- The buyback asset will be handed over to vendor on 'as is where is' basis. Total dismantling and associated cost shall be borne by the bidder.
- Bidder may visit the site and inspect the condition of buy back items in advance before quoting for the bid. Time for visiting shall be 10:00 AM to 05:00 PM on working days, from the date of opening of bid till 1 day prior to bid submission (end) date.
- Bidder has to arrange its own resource (Manpower, infrastructure, logistics, carpentry if any etc.) to shift the buyback asset.

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

Annexures

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

Table of Contents

ANNEXURES	14
Annexure I: Pre-Qualification Criteria.....	165
Annexure II: Compliance Statement Declaration.....	18
Annexure III: Undertaking regarding Litigation	19
Annexure IV: Undertaking regarding Blacklisting.....	210
Annexure V: Undertaking regarding Land border restrictions	21
Annexure VI: Format of Bank Guarantee.....	232
Annexure VII: Pre-Contract Integrity Pact.....	254
Annexure VIII: Service Level Agreement (SLA)	354
Annexure IX: Confidentiality-cum-Non-Disclosure Agreement (NDA).....	432
Annexure X: Reserve Price for Buy-Back	487
Annexure XI: List of Buy-Back Assets	498
Annexure XII: Format for Commercial Bidding.....	49

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

Annexure I: Pre-Qualification Criteria

Pre-Qualification Criteria for Selection

S. No.	Criteria	Documents to be submitted
1.	The bidder should be a registered company in India.	<ul style="list-style-type: none"> • Certificate of Incorporation • GST Registration • PAN Card
2.	<p>The Bidder/OEM/Authorized dealer must be Service Provider in the field of a) Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories as indicated in GeM Bid Document for at least 3 years as on the last date of submission of bid.</p> <p>(In case of mergers/acquisition/ restructuring or name change, the date of establishment of the earlier/original partnership firm / limited company will be considered).</p>	Copy of the earliest Purchase order along with Completion/Sign-off certificate
3.	<p>The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be ₹9 Lakhs. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid.</p> <p>The turnover should be applicable to bidder and not for its group companies/subsidiary companies/ parent company.</p> <p><i>Note: Micro & Small Enterprises (MSE) units and Start-ups have been provided relaxation in above turnover subject to meeting of quality and technical specifications of the RFP, in accordance with the relevant provisions of GFR. Bidders from this category should submit supporting documents issued by competent Government bodies to become eligible for the above exemption.</i></p>	<p>The Bidder must produce a certificate from Company's Statutory Auditor confirming positive net worth and average annual turnover during the last three financial years i.e., audited balance sheets of financial years 2021-22, 2022-23 and 2023-24*.</p> <p><i>* In case audited balance sheet for 2023-24 is not available, provisional balance sheet may be submitted.</i></p>

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Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

4.	The Bidder/OEM (through themselves or through reseller(s)), should have executed project for supply and installation of same or similar category products during 3 financial years as on opening of bid.	Attach copy of Documentary evidence in form of Purchase Order and Implementation Certificate in this regard from Customer. <i>Note: The proof should be applicable to bidder and not for its group companies/subsidiary companies/ parent company.</i>
5.	The Bidder must submit authorization letter MAF (Manufacturer Authorization Form) from the Original Equipment Manufacturer (OEM).	Authorization letter from OEM with respective GeM bid number printed along with the seal and sign of the OEM.
6.	The Bidder should have Direct Support offices in MMRDA region to provide support.	Documentary proof such as Office registration details, list of service centers/business allies etc. with the Address, contact person and contact details to be submitted along with the bid.
8.	Units must have the accreditations/certifications which is valid: 1. BIS certification 2. IS Certification 3. Others applicable if any	Copy of the applicable valid certifications.
9.	The bidder should submit Minimum Technical Specifications Compliance Sheet as per format provided in 'Annexure II'	Minimum Technical Specifications Compliance Sheet duly signed by authorized signatory as per format given in 'Annexure II' needs to be enclosed.
10.	The bidder should submit ' No Litigation Certificate ' as per format provided in 'Annexure III'.	Certificate is to be provided by the Company's Statutory Auditor.

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Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

11.	The bidder should submit ' Non-Blacklisting Certificate ' as per format provided in ' Annexure IV '.	Self-Declaration on Bidder's letter head signed by Authorized Signatory as per ' Annexure IV '.
12.	The bidder should submit an undertaking on office letter head for ' Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017 ' as per format provided in ' Annexure V '	Undertaking on office letter head duly signed by authorized signatory as per format given in ' Annexure V ' needs to be enclosed.
13.	The bidder should submit ' Pre-Contract Integrity Pact ' as per format provided in ' Annexure VII '	Pre-Contract Integrity Pact duly signed by authorized signatory on non-judicial stamp paper of requisite value (cost to be borne by the bidder) as per format given in ' Annexure VII ' needs to be enclosed.

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Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

Annexure II: Compliance Statement Declaration

COMPLIANCE STATEMENT DECLARATION

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

For _____

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

Annexure III: Undertaking regarding Litigation

UNDERTAKING REGARDING LITIGATION/ARBITRATION

To,

Office-in-Charge,
Mumbai Regional Office,
National Housing Bank,
3rd Floor, Bombay Life Building,
45, Veer Nariman Road,
Mumbai - 400 001

We hereby confirm and declare that we, M/s _____, does not have any litigation/ Arbitration History with any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 3 years.

For _____

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

Annexure IV: Undertaking regarding Blacklisting

UNDERTAKING REGARDING BLACKLISTING / NON - DEBARMENT

To,

Office-in-Charge,
Mumbai Regional Office,
National Housing Bank,
3rd Floor, Bombay Life Building,
45, Veer Nariman Road,
Mumbai - 400 001

We hereby confirm and declare that we, M/s _____, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 3 years.

For _____

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

Annexure V: Undertaking regarding land border restriction

Undertaking

Format for declaration

Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017

We certify as under: We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

1. we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed); and
2. we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

(Stamp and Signature of Authorized Person)

Name & Designation Name of company

Date

Place

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

Annexure VI: Format of Bank Guarantee

Format of Bank Guarantee

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

To

National Housing Bank

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

We, _____ (Name) _____ (Address) (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees) at the request of the Consultant do hereby irrevocably guarantee for an amount of Rs. _____ (Rupees. _____) (hereinafter referred to as the "Guaranteed Amount") and undertake to pay NHB the Guaranteed Amount merely on demand, without any previous notice from NHB, without any demur or protest and without referring to any other source, any and all monies payable by the Consultant by reason of any breach by the said Consultant of any of the terms and conditions of the said Contract including non-execution of the Contract at any time till _____ (day /month/ year). Any such demand made by NHB on the Bank shall be conclusive and binding, absolute and unequivocal not withstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority by and between the Consultant and NHB. The Bank agrees that the guarantee herein contained shall continue to be enforceable till the sum due to NHB under this bank guarantee is fully paid and claims satisfied or till NHB discharges this bank guarantee. Unless a demand for claim under this bank guarantee is made on the Bank in writing on or before _____, the Bank shall be discharged from all liabilities under this bank guarantee thereafter.

NHB shall have the fullest liberty without affecting in any way the liability of the Bank under this bank guarantee, from time to time, to extend the time of performance by the Consultant. The Bank

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

shall not be released from its liabilities under these presents by any exercise of NHB of the liberty with reference to the matter aforesaid.

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

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

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

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

Notwithstanding anything contained herein:

- (a) our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____ in words);
- (b) this bank guarantee shall be valid up to _____; and
- (c) We are liable to pay the Guaranteed Amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____.

(Signature)

Designation/Staff Code No.

Bank's seal

Attorney as per power of Attorney No. Dated

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

Annexure VII: Pre-Contract Integrity Pact

Pre-Contract Integrity Pact

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

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

AND

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

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

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

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

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

- (i) enabling NHB to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

- (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,

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

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.

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

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

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

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

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

- (a) The Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of NHB, while rendering any advice or service.
- (b) The Bidder shall act/perform, at all times, in the interest of NHB and render any advice/service with highest standard of professional integrity.
- (c) The Bidder undertakes that in case of its selection as the successful Bidder, it shall provide professional, objective, and impartial advice and at all times and shall hold NHB's interests

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

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

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

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

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank
contract/any other matter related with discharge of contractual obligations by the Bidder.

A. 9. Sanctions for Violations

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

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.

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.

To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

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.

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.

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.

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.

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.

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.

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

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

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).

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

12. Independent External Monitors:

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

- 12.1 NHB has appointed Shri. Jojneswar Sharma (email id: sharmajoj@gmail.com) and 2. Shri Rajendra Srivastava (email id: aaremes@yahoo.com) as independent external monitors (hereinafter referred to as “the Monitors”) for this Integrity Pact in consultation with the Central Vigilance Commission.
- 12.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- 12.3 The Monitors shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.
- 12.4 Both the Parties accept that the Monitors have the right to access all the documents relating to the project procurement including minutes of meeting.
- 12.5 As soon as the Monitor notices or has reason to believe a violation of this Integrity Pact, he will so inform the Authority designated by NHB.
- 12.6 The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of NHB including that provided by the Bidder. The Bidder will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents (s) of the Bidder/sub-contractor with confidentiality.
- 12.7 NHB will provide to the Monitor sufficient information about all meetings among the Parties related to the project provided such meeting could have an impact on the contractual relations between the Parties. The Parties will offer to the Monitor the option to participate in such meeting.
- 12.8 The Monitor will submit a written report to the designated Authority of NHB within 8 to 10 weeks from the date of reference or intimation to him by NHB/Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

13. Facilitation of Investigation:

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

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

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.

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

s(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.)*

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

Annexure VIII: Service Level Agreement (SLA)

SERVICE LEVEL AGREEMENT

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

THIS SERVICE LEVEL AGREEMENT (hereinafter referred to “this **Agreement**”) is made on this _____ day of the month of _____, 2023, 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 “**Consultant**”), which expression shall include wherever the context so permits, its successors and permitted assigns.

(Hereinafter NHB and the Consultant are collectively referred to as “the Parties” and individually as “the Party”)

WHEREAS

- (A) NHB intends to hire the Consultant 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 Consultant 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 Consultant;
- (C) The Consultant 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 Consultant have agreed to enter into this Agreement in the manner hereinafter appearing:

NOW THEREFORE the Parties hereby agree as follows:

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" or "this Contract" means and shall construe this Agreement;
- (c) "Deliverables" means and includes the major deliverables as specified in Clause _____ of the RFP.
- (d) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- (e) "Personnel" means persons hired/to be hired by the Consultant 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 Consultant as described/set out in Clause _____ of the RFP.
- (h) "Third Party" means any person or entity other than NHB and the Consultant.

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 Consultant.

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

1.3 Purpose

1.3.1 It is hereby agreed that the Consultant 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 Consultant shall perform all the services as set out in the Scope of Work and complete the Deliverables within the prescribed timelines 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 Consultant 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 Consultant shall be paid the total price consideration of Rs. _____ (Rupees _____) ("**Contract Price**") for the satisfactory performance/execution of the entire assignment under the Project. The Contract Price shall be paid by NHB as per the payment terms agreed at Clause 4.2 of this Agreement.

1.4 Relation between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between NHB and the Consultant. The Consultant, subject to this Agreement, has complete charge of personnel to be engaged by the Consultant 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.

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

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 Consultant:

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 Consultant

The Consultant hereby authorize _____ to act on their behalf in exercising the entire Consultant'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 Consultant 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 Consultant.

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

This Agreement deemed to have taken effect from the date of acceptance of the letter of award (LoA) by the Consultant i.e. w.e.f.

2.2 Commencement of Services

The Consultant 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.

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

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 Consultant, suspend all payments to the Consultant hereunder if NHB is not satisfied with the performance of the Consultant or if the Consultant 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 Consultant to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension and shall invoke contract performance guarantee.

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

2.8 Termination

2.8.1 By NHB

NHB may by not less than fifteen (15) calendar days written notice of termination to the Consultant, (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 Consultant 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 Consultant 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 Consultant fails to comply with any final decision reached/award passed as a result of arbitration proceedings pursuant to Clause-8 hereof;
- (d) If the Consultant submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the Consultant knows to be false;
- (e) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

C. In the event it comes to the notice of NHB that any of the representations and/or warranties made by the Consultant either in the Bid Documents or in the subsequent correspondences are found to be false and/or the Consultant/its personnel are found to be involved in any fraudulent or criminal act;

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,

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

- (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 Consultant 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.

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank
Annexure IX: Confidentiality-cum-Non-Disclosure Agreement (NDA)

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 this dayof _____, 2023, by and between;

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

Now this Agreement witnesseth:-

1. **Proprietary Information:** As used in this Agreement, the term Proprietary information shall mean as all trade secrets or confidential or Proprietary information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary information is disclosed by the Disclosing Party to the Recipient/Receiving Party. Notwithstanding the foregoing, information which is orally or visually disclosed to the Recipient/Receiving Party by the Disclosing party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party , within 10(ten) days after

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

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.

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

- 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

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

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

(Consultant)

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 Consultant 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 Consultant is required for the same. Such report/finding/document delivered/ submitted by the Consultant 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.

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.

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

- 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.

<p>For _____</p> <p>(Authorised Signatory)</p> <p>Name:</p> <p>Designation:</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 National Housing Bank</p> <p>(Authorised Signatory)</p> <p>Name:</p> <p>Designation:</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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Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

Annexure X: Reserve Price for Buy-Back

Minimum Reserve Price for Buy Back

Reserve Price for Buy-Back items			
S. No.	Category	No. of Items	Total Proposed Reserve Price (Exclusive of GST)
1	Ductable packaged AC 4 units each of 7.5 TR	04 units	₹ 80,000.00
Total Reserve Price for All Items		4 units	₹ 80,000.00

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Annexure XI: Detailed List of Buy-Back Assets

Detailed List of Buy-Back Assets

S. No	Capitalization Date	Product	Product Type	Site	Minimum Reserve Price (Exclusive of GST)
1	16.02.1992	Ductable packaged AC 4 units each of 7.5 TR	AC	Mumbai	₹ 80,000.00
					₹ 80,000.00

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

Annexure XII: Commercial Bid Format

HVAC BOQ (DUCTED SYSTEM)				
Sr No	Item Description High Side	Unit	Qty	Price
A	SUPPLY OF DX TYPE UNITS			
1.1	Supply of floor mounted multy type package ductable unit comprising of indoor unit and outdoor unit,with P C B circuit,anti-freeze thermostat,with power saver scroll compressors three phase with high air flow with ecofriendly refrigerent R-410			
a	7.5 TR and above Non inverter machine R-410 (Package System)	No	4.0	
	TOTAL EQUIMENT BASIC VALUE			
	CGST@14%			
	SGST@14%			
	TOTAL EQUIMENT VALUE			
Sr No	Item Description Low Side	Unit	Qty	Price
1	Dismantle & disconnect of old systems	Nos	4.0	
2.0	Installation of floor mounted multy type package ductable unit comprising of indoor unit and outdoor unit,with P C B circuit,anti-freeze thermostat,with power saver scroll compressors three phase with high air flow with gas R-410 Unit			
2.1	7.5 TR and above Non inverter machine R-410 (Package System)	Nos.	4.0	
3.0	Vacuumizing and Gas Charging systems 7.5 TR and above Non inverter machine R-410 (Package System)	Nos.	4.0	

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

4.0	Loading & unloading	Lot.		
5.0	Refrigerant Piping & Electrical works of DX system COPPER Refrigerant Piping: Copper Ref.piping of the required sizes for all the units with refnets as per specs. The insulation shall be of 13mm thick Armaflex make throughout the running length of Ref. The pipe sizes are tentative, the vendors have to consider as per their manufacturing standards.	RMT	150	
6.0	Control cabling from Indoor to outdoor unit for all the units with the necessary fittings. The cabling shall be FRLS weatherproof type as most of the cabling will have open exposure to atmosphere. The cabling shall be bundled properly and shall be neatly aligned with the Refrigerant piping. The cabling shall be well supported at specific intervals and & similar to refrigerant piping. Control Wiring of make : Polycab / finolex			
6.1	(6 Core x 1.5/2.5 sqmm)	RMT	155	
7.0	Drain Piping for Packaged units Make: Supreme / Prince			
7.1	Drain Piping shall be Hard PVC. 25 mm dia for single unit, Drain Piping shall be insulated along with continue tape wrapping	RMT	20	
8.0	MS Fabricated L Type Stand Complete with Epoxy painting with necessary rubber pad for 7.5 TR and above Out Door Unit	Nos.	4	
9.0	Mouth Canvas Connection	Nos.	4	
10.0	Volume Control Damper (VCD)	Nos.	4	

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

11.0	Civil work	Lum sum		
12.0	Carpentry work	Lum sum		
13.0	GI Duct cover for covering of copper pipe	Lum sum		
14.0	MCB Swich with Control Box 5 nos	Lum sum		
15.0	Armoured cable 6sqmm 4core	Rmt	25	
16.0	Fresh Air Damper	Nos	1	
17.0	Debris	Lum sum		
18.0	Rubber Foundation	Lum sum		
19.0	Robo Vacuum Cleaning	Lum sum		
20.0	Civil work for cleaning Duct	Lum sum		
	BASIC TOTAL LOW SIDE			
		<u>CGST@9%</u>		
		<u>SGST@9%</u>		
		Total		
		Garnd Total (A)		

Procurement of Supply, Installation, Testing, Commissioning, and operationalization of Air Cooled Ductable Packaged Air Conditioner along with all accessories including civil, carpentry, electrical work if any required also Robo Vacuum cleaning of entire ducting installed in the premises; along with Dismantling and Buy Back of existing units at Mumbai Regional Office, National Housing Bank

B	Comprehensive Annual Maintenance Contract (AMC)			
	1 Year from date of installation - Will be covered under warranty 2nd, 3rd, and 4th Year from date of installation - Payable by NHB and the price to be mentioned in Bid Amount. The Comprehensive AMC cost is payable by NHB at the start of each respective year on satisfactory performance of the services.			
1	Comprehensive AMC for Year 1 -: Will be covered under warranty			
	Comprehensive AMC for Year 2 -: P	LUM-SUM	1	
	Comprehensive AMC for Year 3 -: Q = P * 1.05 (Please refer page no.9 for clarification regarding multiplying factor)	LUM-SUM	1	
	Comprehensive AMC for Year 4 -: R = Q * 1.05	LUM-SUM	1	
	Bid (B= P + Q + R)			
	CGST@9%			
	SGST@9%			
	Garnd Total (B)			
C	Buy back value of old package systems			
	Buy back value of old package systems indoor & outdoor along with copper & cabling with related all accessories & all electrical control panels.	Nos	4	
	BASIC TOTAL PART - C			
	Total Bid Value (Z) =A+B-C			
	Total Bid Value	(Z)		

**The Bidder is requested to upload annexure XII as part of the Commercial/ Financial document.*

The bidder should ensure that financial bid (as per Annexure XII) to be submitted separately in GEM under financial bid category only and bid value not be disclosed in the technical bid documents.