

**Request for Proposal: Selection of Vendor for undertaking Comprehensive Tent Decoration/Event management for Bhoomi Poojan & Foundation stone Program at Bank's plot at Aram Nagar Versova, Andheri(West), Mumbai on 1st December, 2024(Tentative date)
- Limited Tendering**

(RFP Reference No: MRO/MRO/DAK/2024/00196)

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

Abbreviation	Description
NHB/Bank/Owner/ Employer	National Housing Bank
Engineer in Charge/NHB Official	The Official of National Housing Bank who shall sign the contract on behalf of National Housing Bank.
Contractor	Successful tenderer/bidder who is awarded the contract to perform the work covered by these tender documents and shall include the contractor's personal representatives, successors, executors, administrators and will be referred to as if of masculine gender and singular number through the tender documents.
Tenderer/Bidder	Means a party or parties submitting an offer for the work covered by the tender/RFP documents.
HO	Head Office, Delhi
MRO	Mumbai Regional Office
Site	Site shall mean the site where the works are to be executed
PSU	Public Sector Undertaking
PSB	Public Sector Bank
Notice in Writing	Written notice shall mean a notice in writing, type or printed characters sent (unless delivered personally or otherwise provided to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.
EMD	Earnest Money Deposit
RFP	Request For Proposal
PBG	Performance Bank Guarantee
AMC	Annual Maintenance Cost
OEM	Original Equipment Manufacturer

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

1 IMPORTANT BID DETAILS

1.	Date of providing Bidding/Tender/RFP Documents	14.11.2024
2.	Last date and time for receipt of Bidding Documents	22.11.2024 15:00 Hrs
3.	Date and Time of Commercial Bid Opening	22.11.2024 15:30 Hrs
4.	Place of Opening of Bids	3 rd Floor, Bombay Life Building, 45, Veer Nariman Road, Fort, Mumbai - 400001 (Maharashtra) (Bids may also be opened through virtual mode.)

Note: -

- *Bids will be opened in the presence of Bidders who choose to attend as above. The above schedule is subject to change. Notice of any changes will be informed through e-mail to the bidder.*
- *All data/information, submitted vide documentary proofs/company records along this Bid/RFP documents, must be reported & will be treated as on date of publication of this RFP.*

2 National Housing Bank

National Housing Bank (NHB), a Statutory Body under the Government of India, established under National Housing Bank Act, 1987 ("the Act").

- a. NHB has been established to achieve, inter alia, the following objectives –
 - To promote a sound, healthy, viable and cost-effective housing finance system to cater to all segments of the population and to integrate the housing finance system with the overall financial system.
 - To promote a network of dedicated housing finance institutions to adequately serve various regions and different income groups.
 - To augment resources for the sector and channelize them for housing.
 - To make housing credit more affordable.
 - To encourage augmentation of supply of buildable land for housing and to upgrade the housing stock in the country.
 - To encourage public agencies to emerge as facilitators and suppliers of serviced land, for housing.
- b. The Head Office of NHB is located in New Delhi and has Regional Offices at various locations in India including at Mumbai (Maharashtra).

3 Scope of Work:

Bank plans to hold Bhoomi Poojan & Foundation stone Program at its plot at Aram Nagar Versova, Andheri(West), Mumbai **on 1st December, 2024 (Tentative Date)**. The program would be attended by VIPs, senior official from government and other companies. In this regard, Bank invites bids for selection of Vendor for undertaking Comprehensive Tent Decoration/Event management on the said venue. The event is expected to be attended by 80-90 dignitaries. **The work should be completed atleast 24 hours before the date the event which will be communicated in the work order (tentative date of event is 01.12.2024 at 9 a.m.). For perishable items like flowers etc. to be provided on the date of event.**

Location of Project Site: Aram Nagar, Versova, Andheri West, Mumbai

SCOPE OF WORK: -

The broad scope of work includes the following:

1. Providing and decoration of the stage for the function along with lamp during the inauguration.
2. Providing German tent including main entrance arch (Home shaped). Area appox – 2200 sqft.
3. Providing seating arrangement on the dais with VIP Chairs (*Independent chairs with arms and covers*) and Round Tables (*Independent center tables for dignitaries with covers*) and Cushioned chairs with covers for the guest.
4. Providing carpet in the premises to cover the areas.
5. Providing seating arrangements for 80-90 invitees in the German tent erected. **German Tent** Providing of sofas in the seating area for the VIP guest.
6. Providing & commissioning sound & music system/ public address system, IT accessories

for the function.

7. Necessary power supply through DG set
8. Providing of Tower coolers at the site
9. Providing of 2 Nos of LED screen/ televisions to cover the event.
10. Floral arrangement on the dais and at vital areas in the campus.
11. Covering the event thorough Audio visual/ videography/ still photography
12. Providing bouquets for the VIPs on the dais
13. Providing flower decoration/ garlands for the dignitaries on the dais.
14. Getting required Approvals from Statutory authorities for the said program.
15. Providing Mobile toilets etc.
16. Any other work/ item, as may be incidental to the said event

The above quoted charges should be inclusive of labour, transportation, logistic, etc. Further, Vendor is required to provide all the necessary support staff/ executive (Technical, production, housekeeping, etc.), including a overall supervisor.

4 Instructions to Bidders

4.1 General: -

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

Name: Mr. Chetan Kharbikar Designation: Assistant Manager Email ID: chetan.kharbikar@nhb.org.in Phone Number: +91-22-22851560-62 / +91-9599068633	Name: Mr. Sonali Bhushan Sonawane Designation: Regional Manager Email ID: sonali.sonawane@nhb.org.in Phone Number: +91-22-22851560-62 + 91 7499833693
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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 authorized contact person, telephone, 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 4 days of start of Bid/date of RFP Document between 1030 Hrs to 1730 Hrs on Monday to Friday, excluding public holidays.**
- **Bidder should not have been banned or delisted by any Government, Quasi Government agencies, Statutory, Regulatory, PSUs or PSBs and its subsidiaries.**
- Before submitting the offer/bid, vendors may visit NHB's Mumbai Regional Office site, where this work is to be executed.

4.2 Non-Transferability of Tender/RFP

This Tender/RFP document is not transferable.

4.3 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 commercial Bid. There should be no hand-written material, corrections, or alterations in the offer. Technical details must be 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.

4.4 Amendment to the Bidding/Tender/RFP document

- At any time prior to the deadline for submission of Bids, NHB, for any reason, may modify the Bidding/Tender/RFP document, by amendment or corrigendum.
- The amendment will be communicated through email to the respective empaneled bidder.
- 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.
- NHB at its discretion may extend the deadline for the submission of Bids.
- NHB shall not be liable for any communication gap. Further NHB reserve the right to scrap the tender or drop the tendering process at any stage without assigning any reason.

4.5 Language of Bid

The Bid prepared by the Bidders, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and NHB and supporting documents and printed literature

shall be written in English or Hindi.

4.6 Right to Alter Location / Quantities

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

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

- 1. Bidder's information in the format as prescribed in Annexure I.**
- 2. Compliance Statement Declaration in the format as prescribed in Annexure II.**
- 3. List of Deviations, if any, in the format as prescribed in Annexure III.**
- 4. The Commercial Bid Covering letter as per Annexure IV.**
- 5. Commercial Bid Format as per Annexure V.**
- 6. ECS Mandate in the format as prescribed in Annexure VI.**
- 7. Resolution Matrix in the format in Annexure VII.**
- 8. Integrity Pact Annexure VIII**
- 9. Undertaking as per Annexure IX; and**
- 10. Declaration as per Clause X.**
- 11. Bill of Quantities Annexure XI.**

4.8 Bid Currency

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

4.9 Implementation schedule

Bidders shall complete the following work on same date as date and time mentioned in work order. **The work should be completed atleast 24 hours before the date the event which will be communicated in the work order (tentative date of event is 01.12.2024 at 9 a.m.). For perishable items like flowers etc. to be provided on the date of event.**

4.10 Period of Validity of Bids

- Prices and other terms offered by Bidders must be valid for a period of 2 months from the date of opening of commercial Bid for acceptance by NHB.
- In exceptional circumstances NHB may solicit the Bidders' consent for extension of the period of validity. Any such request and response thereto shall be made in writing.

4.11 Format and Signing of Bids

Commercial bid is to be submitted along with duly filled annexures as mentioned in Clause 4.7 of the RFP

4.12 Sealing and Marking of Bids

Master envelope super scribed as “Request for Proposal: Selection of Vendor for undertaking Comprehensive Tent Decoration/Event management for Bhoomi Poojan & Foundation stone Program at Bank’s plot at Aram Nagar Versova, Andheri(West), Mumbai on 1st December, 2024” shall be addressed to NHB at the address given below:

Sonali Bhushan Sonawane
Regional Manager
National Housing Bank,
Mumbai Regional Office
3rd Floor, Bombay Life Building,
45, Veer Nariman Road, Fort, Mumbai – 400001.
Phone No. : +91 74998 33693
E-Mail: sonali.sonawane@nhb.org.in

The tender application shall be submitted in sealed envelope as under:

1. Separate sealed envelope comprising of Part A [Technical Bid duly signed and stamped in all pages except Annexure-IV, V and XI as mentioned in Clause 4.7]
 2. Separate sealed envelope comprising of Part B [Commercial Bid- Annexure IV, V and XI]
 3. Outer sealed envelope containing above two envelopes, superscribing “RFP for Selection of Vendor for undertaking Comprehensive Tent Decoration/Event management for Bhoomi Poojan & Foundation stone Program at Bank’s plot at Aram Nagar Versova, Andheri(West), Mumbai on 1st December, 2024”
- All envelopes should indicate on the cover the name and address of Bidder along with contact number.
 - The Bidder shall seal the envelopes containing Commercial proposals along with duly filled annexures as mentioned in Clause 4.7.
 - The envelope should be non-window and separately super scribed as “Selection of Vendor for undertaking Comprehensive Tent Decoration/Event management for Bhoomi Poojan & Foundation stone Program at Bank’s plot at Aram Nagar Versova, Andheri(West), Mumbai on 1st December, 2024_”.
 - If the envelop is not sealed and marked, NHB will assume no responsibility for the Bid's misplacement or its premature opening.
 - Bids not sealed properly shall not be considered and will stand rejected without recourse.

4.13 Deadline for submission of Bids

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

4.14 Late Bids

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

4.15 Opening of Bids by NHB

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

Place of Opening of Commercial Bids:

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

- Bids may also be opened through virtual mode.

4.16 Clarification of Bids

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

4.17 Preliminary Examinations

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

4.18 Proposal Ownership

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

4.19 Instructions to the Bidders

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

4.20 Price Composition & Variation

- The Bidder should clearly furnish prices as per the format, if any, provided in the **Annexure V**. Any deviation may lead to Bid rejection. Also, no options should be quoted other than as per the Commercial Bid. Wherever options are given, the Bid is liable to be rejected.
- The commercial offer shall be on a fixed price basis.
- GST will be paid extra as per statutory provision.
- Date of implementation of project shall be the date of acceptance of the letter of award (Starting Date) or such other date as may be fixed by NHB.
- Prices shall be valid for 2 months from the date of opening of Commercial bid and the Bidder shall supply additional items, if any, at the same price.

4.21 Timely availability of Support Services

The service provider should have proper and adequate support mechanism in place at **Mumbai** to provide all necessary support under this RFP.

4.22 Bid Evaluation

Bid offering lowest total cost (Z: Annexure V) shall be selected for the project. In case two or more bidders have the same quote, then bid of the bidder having highest average turnover in the last 3 financial years will be selected for the job.

4.23 Modification and Withdrawal

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

4.24 Revelation of Prices

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

4.25 Terms and Conditions of the Bidding firms

The Bidding firms are not required to impose their own terms and conditions to the Bid and if submitted will not be considered as forming part of their Bids. The Bidders are advised to clearly specify the deviations as per **Annexure-III**, in case terms and conditions of the

contract applicable to this RFP are not acceptable to them. The Bidders should also describe clearly in what respect and up to what extent the goods and services being offered differ/ deviate from the specifications laid down in the specifications and requirements.

4.26 Local conditions

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

4.27 Contacting NHB or putting outside influence

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

4.28 Proposal Content

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

4.29 Banned or Delisted Bidder

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

4.30 Compliance with Laws

- (a) The Bidder shall undertake to observe, adhere to, abide by, comply with and notify NHB about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep NHB indemnified, hold harmless, defend and protect NHB and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- (b) The service provider/ contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force

during the term of the project/contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NHB and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and NHB shall give notice of any such claim or demand of liability within reasonable time to the successful bidder.

- (c) In case NHB undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the successful bidder under this contract.
- (d) If, for any reason, the employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the contractor in execution of the works, the employer shall be entitled to recover from the contractor the amount of compensation so paid and without prejudice to the rights of the employer under the said Act. The employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the employer to the contractor under this contract or otherwise.
- (e) **The service provider/ contractor shall comply with all rules and regulations regarding safety and security of his personnel and shall have to arrange for proper and sufficient insurance cover etc. for them at his cost and NHB will not be responsible in any manner in case of any mishappening to his employees/ personnel/ workmen engaged by him.**
- (f) **The service provider/ contractor shall ensure to obtain NOCs as per statutory & local body norms including Fire NOC. Further, the service provider shall ensure installation of necessary Fire Extinguishers at site, as per safety norms.**

4.31 False / Incomplete Statement

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

- 4.32** If such statement is found at the tender stage, tender/Bid will be summarily rejected, and Bank may take appropriate action as deemed fit.
- 4.33** In case such a statement is found at the contract stage, NHB may take at its discretion appropriate action as provided in the RFP for termination of the contract including invocation of the PBG, if any.

4.34 Definitive Agreement

The successful Bidder, if required, may have to sign Service Level Agreement (SLA) substantially in the format as may be decided by NHB. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement/s as a result of this

RFP process shall be borne by successful Bidder. Copy of Board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and non-disclosure agreement, should be submitted.

4.35 Restriction on procurement from a Bidder of a country which shares a land border with India:

Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

However, such registration is not required for being eligible under this RFP in case the Bidders are from countries (even if sharing land border with India) to which Government of India has extended lines of credit or in which the Government of India is engaged in development projects, as per the updated list of such countries given on website of Ministry of External Affairs.

The Bidder shall also submit a certificate as per the format enclosed as **Annexure IX**. If such certificate given by the successful Bidder is found to be false, this would be a ground for immediate termination of the contract and for further legal action in accordance with law.

For the purpose of this clause:

- a) "Bidder" (including the term 'tender', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- (i) "Bidder from a country which shares a land border with India" for the purpose of this Order means: -An entity incorporated, established or registered in such a country; or
 - (ii) A subsidiary or an entity incorporated, established or registered in such a country; or
 - (iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - (iv) An entity whose beneficial owner is situated in such a country; or
 - (v) An Indian (or other) agent of such an entity; or
 - (vi) A natural person who is a citizen of such a country; or
 - (vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- b) The beneficial owner for the purpose of (a) above will be as under.
- i. In case of company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical

person, has a controlling ownership interest or who exercises control through other means.

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

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

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

An Agent is a person employed to do any act for another, or to preset another in dealings with third person.

5 Commercial Bid and Bid Evaluation Methodology

Bid offering lowest total cost (Z: Annexure V) shall be selected for the project. In case two or more bidders have the same quote, then bid of the bidder having highest average turnover in the last 3 financial years will be selected for the job.

6 Commercial Terms and Conditions

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

6.1 Price

- a) The Price quoted by the Bidder should include all type of costs.
- b) The price should be inclusive of all taxes (except GST), labour, transportation, logistic, etc. as per Commercial Bid.
- c) Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- d) Based on the contracted rates, NHB at its discretion may place repeat order.

e) Technical Evaluation-

Sl. No	Evaluation Parameter	Complying documentation
1	Relevant experience in comprehensive Tent decoration	At least 2 work orders/ work completion certificates to be submitted along with Technical Bid.
2	Pre-contract Integrity Pact (Annexure VIII)	Integrity Pact executed in non-judicial stamp paper to be submitted along with Technical Bid.

6.2 Payment Terms

The payment shall make endeavor to make successful and satisfactory completion within 3 working days of the work, based on actual measurement of works executed.

6.3 Payment in case of Termination of Contract

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

7 General Terms and Conditions

- 7.1 The Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures. Failure to furnish all information required in the RFP documents, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information as part of response to this RFP Document may result in rejection of the proposal.
- 7.2 All such amendments made by NHB to the RFP shall become part and parcel of the RFP and same will be notified on NHB's website. The Bidders are required to have a watch on NHB's website for any such amendment.
- 7.3 Bidders must take into consideration each and every line of this RFP document while preparing technical and commercial proposal for the project. Bidders are requested to get any issue clarified by NHB before submitting the responses/Bids. The Bids submitted should be complete in all respect meeting all deliverables under the project. It will be the sole responsibility of the successful Bidder to deliver each and everything as per the scope of the work during the contracted period. NHB will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right perspective.
- 7.4 NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.
- 7.5 NHB shall be under no obligation to accept the lowest or any other offer/Bid received in response to this RFP and shall be entitled to reject any or all offers including those

received late or incomplete offers, without assigning any reason whatsoever. NHB reserves the right to make any changes in the terms and conditions of contract. NHB will not be obliged to meet and have discussions with any Bidder, and or to consider any representations. NHB reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of NHB in this regard is final and no further correspondence in this regard will be entertained.

- 7.6 Notwithstanding anything to the contrary contained in the contract, NHB shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if the successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
- 7.7 On faithful and satisfactory execution of assignments under the contract in all respects, the PBG of the successful Bidder will be released by NHB, if not forfeited due to any reason as provided herein.
- 7.8 NHB reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of NHB, the information furnished is incomplete or the Bidder does not qualify for the contract.
- 7.9 The scope of the proposal shall be based on single point responsibility, completely covering the products and services specified under this RFP, on end-to-end solution basis.
- 7.10 The Commercial Bid will have to be signed on all pages of the Bid by the authorized signatory. Unsigned Bids would be treated as incomplete and would be rejected.
- 7.11 By submitting proposal/bid, the Bidder agrees to promptly execute contract with NHB for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with NHB, will relieve NHB of any obligation to the Bidder, and a different Bidder may be selected.
- 7.12 Time and quality of the service are the essence of this contract. Failure to adhere to the same will be considered as breach of the terms and conditions of the contract.

7.13 Penalty

The successful bidder is required to complete the project within stipulated time (*to be conveyed*). In case of failure to deliver the items as per BOQ and specifications, the Bank shall not be making any payment.

7.14 Acceptance of Work Order/Letter of Award

NHB will notify the successful Bidder in writing by issuing a letter of award/work order in duplicate. The successful Bidder has to return the duplicate copy to NHB within 2 days from the date of the letter of award/work order duly accepted and signed by Authorized Signatory in token of acceptance. However, NHB has a right to cancel the letter of award/work order, if the same is not accepted within the stipulated period.

7.15 Taxes

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

7.16 Use of Contract Documents and Information

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

7.17 Assignment

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

Note:

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

Annexures

Annexure - I

Bidder Information

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

S. No.	Information	Particulars / Response	
1.	Firm/Company Name		
2.	Date of Incorporation		
3.	Type of Company [Govt/PSU/Pub. Ltd / Pvt. Ltd/partnership/proprietary]		
4.	Registration No. and date of registration. Registration Certificate to be enclosed		
5.	Address of Registered Office with contact numbers [phone /fax]		
6.	PAN No.		
7.	GSTIN		
Contact Details of Bidder authorized to make commitments to NHB			
8.	Name		
9.	Designation		
10.	Phone No.		
11.	e-mail ID		
12.	Company Head Office and Addresses - Contact Person(s)- Phone- Fax- E-mail- Website-		
13.	Any pending or past litigation (within three years)? If yes, please give details. Also mention the details of claims and complaints received in the last three years (About the Company / Services provided by the company).	Yes/No/Comments (if option is 'Yes') (If option is 'Yes' Bidder may Not be considered)	
14.	Please mention turnover for last three	Year	Turnover (In Rupees)

	years	2021-22	
		2022-23	
		2023-24	

Authorized Signatories
(Name & Designation, seal of the Firm/Company)

Date:

Place:

Annexure - II

COMPLIANCE STATEMENT DECLARATION

We hereby undertake and agree to abide by all the terms and conditions stipulated by NHB in this RFP No. dated including all addendum, corrigendum etc. Any deviation may result in disqualification of Bids.

Authorized Signatories
(Name & Designation, Seal of the Firm/Company)

Date:

Place:

LIST OF DEVIATIONS

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

List of deviations-

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

(If left blank it will be construed that there is no deviation from the specifications given in the RFP)

(The decision of NHB is final towards evaluation of the Bid documents)

Authorized Signatories
(Name & Designation, Seal of the Firm/Company)

Date:

Place:

Note:

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

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

Annexure -IV

Commercial Bid Covering Letter

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

Dear Sir,

Commercial Bid: Selection of Vendor for undertaking Comprehensive Tent Decoration/Event management for Bhoomi Poojan & Foundation stone Program at Bank's plot at Aram Nagar Versova, Andheri(West), Mumbai on 1st December, 2024.

We, the undersigned, offer to execute the work as detailed in Scope of Work of this RFP in accordance with your Request for Proposal [_____Insert RFP Number] dated [_____], and our Proposal (Commercial Proposal). The Total fee is inclusive of all duties, charges and levies (as applicable and payable under the local laws) and out of pocket expenses that we might incur and there will be no additional charges.

Our Commercial Proposal shall be binding upon us, subject to the modifications resulting from contract discussions, up to expiration of the validity period of the Proposal i.e. 2 month from date of opening of Commercial Bid.

Yours faithfully,

For <Name of Firm/Company>

(Authorized Signatory)

Name:

Address:

Date:

Annexure -V**Commercial Bid Format**

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

Sr. No.	Description	Quantity	Amount in Indian Rs. (exclusive of GST) *	
			In Figures	In Words
1	Total charges.	Job as mentioned under scope of work (As per Annexure XI)		

* *Exclusive of GST*

Bidders are requested to note the following:

- **Eligible Bidder quoting lowest price i.e. Z in Annexure V shall be selected for the job.**
- **In case two or more bidders have the same quote, then bid of the bidder having highest average turnover in the previous financial years will be selected for the job.**
- All the details must be provided as per format. Incomplete formats will result in rejection of the proposal.
- All the quoted costs must include all applicable taxes (excluding GST), labour, transportation, logistic, etc. and other levies.
- Further, Vendor is required to provide all the necessary support staff/executive (Technical, production, housekeeping, etc.), including a overall supervisor.
- All the rates must be quoted in INR.
- The prices in any form or by any reasons should not be disclosed in other parts of the Bid except in the commercial Bid. Failure to do so will make the Bid liable to be rejected.
- The commercials quoted in the commercial Bid are valid for 12 months from the date of opening of commercial Bids.

Authorized Signatories

(Name & Designation, Seal of the Firm/Company)

Date:

Place:

Annexure - VI

[To be submitted along with Bid]

ECS MANDATE

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

1. Name of the Bidder _____

2. Address of the Bidder _____

City: _____ Pin Code: _____

E-mail id: _____

Phone / Mobile No. _____

Permanent Account Number (PAN) _____

GST Registration No. _____

TIN No. _____

3. Particulars of Bank Account

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

B. Name of the Bank: _____

C. Name of the Branch: _____

D. Address of the Branch with Tel No. _____

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

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

G. MICR No. _____

H. IFSC Code of the Bank Branch: _____

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

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

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

Place:

Date:

Authorized Signatory/ies

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

Bank's Stamp:

Date:

Signature of the Authorized Official of the Bank

Annexure VII

Resolution Matrix

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

Level	Name	Designation	Contact details
First Level			
Second level			
Third Level			

Authorized Signatories
(Name & Designation, Seal of the Firm/Company)

Date:

Place:

Pre-Contract Integrity Pact

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

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

AND

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

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

WHEREAS NHB proposes to procure/avail services for **Interior Furnishing Work at National Housing Bank's Regional Office at** as mentioned in the RFP No. _____ ("RFP") and the Bidder is willing to offer/has offered _____ (name of the items/services) as desired by NHB in terms of the RFP;

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

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

- (i) enabling NHB to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- (ii) enabling Bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and NHB will commit to prevent corruption, in any form, by its officials by following transparent procedures.

AND WHEREAS the Parties hereto hereby agree to enter into this Integrity Pact on the terms and conditions mentioned hereinafter.

NOW IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Commitments of NHB

- 1.1 NHB undertakes that no official of NHB, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.
- 1.2 NHB will, during the pre-contract stage, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 1.3 All the officials of NHB will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to NHB with full and verifiable facts and the same is prima facie found to be correct by NHB, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by NHB and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by NHB the proceeding under the contract would not be stalled.

3. Commitments of Bidders

- 3.1 Compliance of the Instructions of GOI/Guidelines of CVC/Others: The Bidder undertakes that in case of its selection as the successful Bidder, it shall perform its duties under the Contract in strict compliance of the relevant and extant instructions of Government of India, GFR issued by Ministry of Finance, Guidelines of CVC and provisions of the Procurement Manual/relevant instructions of NHB, as applicable to the subject matter.
- 3.2 The Bidder represents that it has the expertise to undertake the assignment/contract and also has the capability to deliver efficient and effective advice/services to NHB under the contract in terms of the RFP.
- 3.3 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - (a) The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NHB, connected directly or indirectly with the Bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the Bidding, evaluation, contracting and implementation of the contract.
 - (b) The Bidder has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NHB or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other

contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

- (c)* The Bidder shall disclose the name and address of its agents and representatives including its foreign principals or associates.
- (d)* The Bidder shall disclose the payments to be made by it to agents/brokers or any other intermediary, in connection with this Bid/contract.
- (e)* The Bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to NHB or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect or any such intercession, facilitation or recommendation.
- (f) The Bidder, either while presenting the Bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of NHB or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- (g) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- (h) The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- (i) The Bidder shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by NHB as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- (j) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (k) The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- (l) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly is a relative of any of the officers of NHB or alternatively, if any relative of an officer of NHB has financial interest/stake in the Bidders firm, the same shall be disclosed by the Bidder at the time of filing of tender.

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

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

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

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

This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the Bidder's obligations under a turnkey or design and build contract.
 - (ii) **Conflict among consulting assignments** - The Bidder understands that neither Bidder (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be hired for the assignment that, by its nature, may be in conflict with another assignment of the Bidder. *As an example, Bidders assisting NHB in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, Bidders hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.*
 - (iii) **Relationship with NHB's staff** - The Bidder is aware that the contract may not be awarded to the Bidder in case it is observed that it, including its experts and other personnel, and sub-consultants, has/have a close business or family relationship with a professional staff of NHB (or of the project implementing agency) who are directly or indirectly involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract; or (iii) the supervision of such contract, unless the conflict stemming

from this relationship has been resolved in a manner acceptable to NHB throughout the selection process and the execution of the contract.

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

4. Previous Transgression

- 4.1** The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.
- 4.2** The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason.

5. Accountability

- 5.1** The Bidder undertakes that in case of its selection as the successful Bidder and assignment of the contract to the Bidder, it shall be accountable for the advice/supply made/to be made and/or for any service rendered/to be rendered by it to NHB, keeping in view norms of ethical business, professionalism and the fact that such advice / services to be rendered by it for a consideration.
- 5.2** The Bidder shall be accountable in case of improper discharge of contractual obligations and/or any deviant conduct by the Bidder.

6. Personal Liability

The Bidder understands that in case of its selection as the successful Bidder, the Bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. The Bidder shall be liable to NHB for any violation of this Integrity Pact as per the applicable law, besides being liable to NHB as may be provided under the service level agreement/contract to be executed.

7. Transparency and Competitiveness

The Bidder undertakes that in case of its selection as the successful Bidder, it shall keep in view transparency, competitiveness, economy, efficiency and equal opportunity to all prospective tenderers/Bidders, while rendering any advice/service to NHB, in regard with matters related to selection of technology and determination of design and specifications of the subject matter, Bid eligibility criteria and Bid evaluation criteria, mode of tendering, tender notification, etc.

8. Co-operation in the Processes:

The Bidder shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy

contract/any other matter related with discharge of contractual obligations by the Bidder.

9. Sanctions for Violations

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However the proceedings with the other Bidder(S) would continue.
- (ii) The Earnest Money Deposit (in per-contract stage) and / or Security Deposit /Performance Bond/PBG (after the contract is signed) shall stand forfeited either fully or partially, as decided by NHB and NHB shall not be required to assign any reason therefor.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by NHB, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from NHB in connection with any other contract, such outstanding payment could also be utilized and appropriated by NHB to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments already made by NHB, along with interest.
- (vi) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to NHB resulting from such cancellation /rescission and NHB shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (vii) To debar the Bidder from participating in future Bidding process of NHB for a minimum period of five year which may be further extended at the discretion of NHB.
- (viii) To recover all sums paid in violation of this Integrity Pact by Bidder(S) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by NHB with the Bidder, the same shall not be opened.
- (x) Forfeiture of Performance Bond/PBG in case of a decision by NHB to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.

9.2 NHB will be entitled to take all or any the actions mentioned at para 10.1(i) to (x) of this Integrity Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention or Corruption Act, 1988 or any other statute enacted for prevention of corruption.

9.3 The decision of NHB to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Integrity Pact.

10. Fall Clause:

The Bidder undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU/Public Sector Bank and if it is found at any stage that similar product/systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to NHB, if the contract has already been concluded.

11. Disqualification & Forfeiture of EMD/PBG etc

The Bidder(s) agree(s) that:

- (a) Prior to award of contract or during execution of the contract, if the Bidder (s) has/have committed any transgression/breach of this Integrity Pact, NHB is entitled to disqualify the Bidder(s) from the tendering process/terminate the contract.
- (b) If NHB disqualifies the Bidders(s) from the tendering process prior to award of contract under clause (a) above, NHB is entitled to demand and recover the damages equivalent to the EMD and in such event, the EMD shall be forfeited.
- (c) After selection of the successful Bidder and/or during execution of the contract, any breach/violation by the successful Bidder of this Integrity Pact under clause (a) above shall entail forfeiture of performance bond/Performance Bank Guarantee (PBG).
- (g) It is agreed that the decision of NHB regarding forfeiture of EMD/performance bonds/ PBG shall be final and binding.

12. Independent External Monitors:

- 12.1 NHB has appointed Shri. Jojneswar Sharma (email id sharmajoj@gmail.com) and 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.
- 12.9** The bidder shall not go for any legal recourse on his complaints, if any, already submitted before the Monitors, till final disposal of their complaints by the monitors.

13. Facilitation of Investigation:

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

14. Law and Place of Jurisdiction:

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

15. Other Legal Action:

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

16. Validity:

- 16.1** The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both NHB and the Bidder, including warranty period, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of this Integrity Pact.
- 16.2** Should one or several provisions of this Integrity Pact turn out or be invalid, the remainder of this Integrity Pact shall remain valid. In this case the Parties will strive to come to an agreement to their original intentions.

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

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

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

For National Housing Bank

For Bidder

(Authorised Signatory)

(Authorised Signatory)

Place:

Place:

Date:

Date:

Witness

Witness

1. _____

1. _____

(Name & Address)

(Name & Address)

2. _____

2. _____

(Name & Address)

(Name & Address)

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

Annexure IX

CERTIFICATE

I have read the Clause 4.35 of this RFP regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that _____
<< **name of the Bidder** >> is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached.]

Authorized Signatories

(Name & Designation, seal of the
Firm/Company)

Date:

Commercial Bid Format**BILL OF QUANTITY (BOQ) for Tent Decoration & Event Management
on 1st December, 2024**

Sr. No	Particular	Estimated Quantity/Unit (a)	Rate per quantity/unit (b)	Amount in Rs.(c)
A	Production			
1.	German tent - 10*20 mtr. Area - 2200sqft. (Lumpsum)	01		
2.	Wooden platform with red carpet 2200sq.ft. (Lumpsum)	01		
3.	Mandap for Bhoomi Pujan Ritual 10x10 ft.	01		
4.	Stage Dias with flower decoration for 5 Dignitaries+ Podium. 10x20 ft. (Lumpsum)	01		
5.	Round Tables with covers (4-5 chairs per table)	17		
6.	Cushioned chairs with covers + Bow decoration- Per chair per day	90		
7.	Armed chairs for VVIPs with table on Dias	05		
8.	13*10 ft. Backdrop Frame for Flex (Lumpsum)	01		
9.	Air coolers	06		
10.	Metal Lights with cables, etc.	20		
11.	200 sq. ft. Canopies for catering area (Lumpsum)	01		
12.	Catering Tables with covers Small covered area for catering material	10		
13.	Console with masking for A/V	01		
14.	Genset	01		
15.	Entrance gate 12*12 ft. with home shape Metal Frame & arch (Lumpsum)	01		
16.	Sofa (2 seater) and Tipoy	05		
B	Flower Decoration			

1.	12*12 ft. runar at the entrance gate Home shape triangle - Per Sq. Ft.(Lumpsum)	01		
2.	Centre piece for round tables	17		
3.	Orange & Yellow Marigold flowers + Green Patta (Aasopalav) for the Entrance gate (Lumpsum)	01		
4.	Flower Jhumkhas hanging for the entrance (Lumpsum)	01		
C	Audio Visual			
1.	JBL or equivalent Original Tower	02		
2	Stage Monitor	02		
3	Live Mixer	01		
4	Cordless mike	02		
5	Lapel mike	02		
6	Podium mike	01		
7	Led screen 8 × 10 ft.	01		
8	Led monitor	01		
D	Printing & Branding			
1	13*10 ft Flex Printing (external wall)	01		
E	Mobile Van washroom	01		
	General Public Washroom per day per washroom	03		
F	Photography and Videography	01		
G	Vedic Pandit with all pooja ritual (vidhi) material all inclusive	01		
H	Service charges for statutory permissions like fire, generators, police, parking, etc. (In addition to above, charges paid to the authorities will be reimbursed on actual basis based on submission of receipt from concerned authority)			
	Grand Total (exclusive taxes)			

Note: The above quantities are estimated and subject to change as per site requirement. The above quoted charges should be inclusive of labour, transportation, logistic, insurance charges, NOCs as per statutory & local body norms etc. Further, Vendor is required to provide all the

necessary support staff/executive (Technical, production, housekeeping, etc.), including a overall supervisor.

XXXXX