

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**RFP Reference no: - NHB(ND)/HO/ MIS Cell/DAK/2024/00130**

**Request for Proposal (RFP)-**

**Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**Market Research, Consultancy and Policy Department & Corporate Communication Cell  
(MRCPD&CCC)  
Head Office, National Housing Bank  
Core 5-A, 3<sup>rd</sup> Floor, India Habitat Centre, Lodhi Road,  
New Delhi - 110 003  
Phone: 011-39187311, 011-39187317  
E-Mail: [prosenjit.sanyal@nhb.org.in](mailto:prosenjit.sanyal@nhb.org.in), [poonam.musale@nhb.org.in](mailto:poonam.musale@nhb.org.in)**

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**GLOSSARY**

<b>Abbreviation</b>	<b>Description</b>
NHB	National Housing Bank
HO	Head Office, Delhi
RO	Representative Office
PSU	Public Sector Undertaking
PSB	Public Sector Bank
VC	Video Conference
EMD	Earnest Money Deposit
RFP	Request For Proposal
PBG	Performance Bank Guarantee
AMC	Annual Maintenance Cost
OEM	Original Equipment Manufacturer
ERV	USD-INR exchange rate variation
SLA	Service Level Agreement
UCP	Under Construction Properties
LoA	Letter of Award
NDA	Non-Disclosure Agreement
MRCPD & CCC	Market Research, Consultancy and Policy Department & Corporate Communication Cell

***Interpretation:***

- 1. 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.*
- 2. The terms Vendor or Firm or Consultant or Service Provider shall be treated as Firm/Vendor/service provider.*

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

<b>1. <u>IMPORTANT BID DETAILS</u></b>		
1.	Date of availability of RFP document on NHB website	31-12-2024 (Tuesday)
2.	Pre-Bid meeting with Bidders (Date and Time)	03-01-2025 (Friday).
3.	Last date and time for receipt of Bidding Documents	13-01-2025 (Monday)
4.	Date and Time of Technical Bid Opening	15-01-2025 (Wednesday)
5.	Cost of RFP	NIL
6.	Earnest Money Deposit Amount	₹ 10,00,000/-
7.	Place of opening of Bids	National Housing Bank, MRCPD & CCC Head Office Core 5-A, 3 <sup>rd</sup> Floor, India Habitat Centre, Lodhi Road, New Delhi – 110003 <i>(Bids may also be opened in Virtual Mode)</i>

**Note: -**

- **Technical Bids will be opened in the presence of Bidders who choose to attend as above. The above schedule is subject to change. Notice of any changes will be provided through e-mail from designated contact personnel only or publishing on NHB’s website. Further, please note that Commercial Bid opening Date, Time & Venue will be intimated to the technically qualified Bidders at a later date.**
- **The link for joining the Pre-Bid Meeting will be published in the Bank’s website prior to the date of meeting. Interested Bidders may join via the link on the prescribed date of the meeting.**

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**2. National Housing Bank**

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

- a. NHB has been established to achieve, inter alia, the following objectives –
- To promote a sound, healthy, viable and cost-effective housing finance system to cater to all segments of the population and to integrate the housing finance system with the overall financial system.
  - To promote a network of dedicated housing finance institutions to adequately serve various regions and different income groups.
  - To augment resources for the sector and channelize them for housing.
  - To make housing credit more affordable.
  - To 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.
- b. The head office of NHB is located in New Delhi and regional offices located at Ahmedabad, Bengaluru, Bhopal, Bhubaneswar, Chandigarh, Chennai, Delhi, Guwahati, Hyderabad, Jaipur, Kolkata, Lucknow, Mumbai, Patna, Raipur, Ranchi & Thiruvananthapuram.

**3. Objective & Scope of Work:**

**3.1.** The objective and the Scope of Work of this RFP broadly includes the following:

Collection of Data on Unsold Properties (both under Construction & Ready to Move in) for computation of HPI @ Market Price for UCP for 50 cities as per the format prescribed by the bank starting from QE December 2024 (Oct-Dec 2024) onwards.

- ❖ The data collected should include approved constructions (RERA Registered or otherwise) for residential apartments.
- ❖ Stalled Projects should be marked appropriately for cognizance during analysis and reasons for projects being stalled should be provided.

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

- ❖ For unsold Properties (Under-Construction & Ready to move in) for 50 cities, the data should be collected from builders/developers, etc. and maintained in a format containing the following fields:
  - a) FY Quarter
  - b) City Name
  - c) Name of the Project
  - d) Address of the Project
  - e) Locality
  - f) Pin Code
  - g) Total units across different sizes of the dwelling units.
  - h) Unsold Stock across different sizes of dwelling units.
  - i) Saleable area of the property in sq. ft.
  - j) Carpet area of the Property in sq. ft.
  - k) Super-built-up area of the Property in sq. ft.
  - l) Built up area of the Property in sq. ft.
  - m) Market value of unit (in actuals)
  - n) Carpet Area Rate Per sq. ft.
  - o) Geo Coordinates (Latitudes and Longitudes etc.)
  - p) Construction Status
  - q) Whether the project concerned is a Green Housing Project
  - r) Whether the project is classified as a PMAY project and types thereof
  - s) Authorised Lenders/ Lenders who have pre-approved the Project for lending
- ❖ The data points mentioned at point above are not exhaustive and only indicative. The Bank may at its discretion reduce any of the data points from the above list or seek additional data points pertaining to such projects.
- ❖ The Agency will be required to ensure the quality of the data collected. Quality Compliance of all required/collected fields including Property Type, Apartment Size, Market Price, Project GPS Coordinates, Pin Code etc. must be conducted at the end of the agency with reporting of the same to NHB. Only Unaltered Error Free data shall be provided by the agency. The agency will provide details of all quality checks that have been performed along with the methodology adopted.

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of "HPI @ Market Price for Under Construction Properties" for NHB RESIDEX.**

- ❖ The vendor will ensure that the surveyors employed for the project will meet the minimum qualification requirements as below:
    - Educational: Minimum 10+2 level
    - Experience in conducting Price/Consumer surveys including collection / Compilation/ validation etc - Minimum 3 years
  - ❖ For decided Locations across cities, Location level average prices also have to be provided considering LIG, MIG and HIG dwellings as three Product Categories respective to " $\leq 60$  sqmt", " $> 60$  sqmt and " $\leq 110$  sqmt" & " $> 110$  sqmt carpet area or any such measure as decided and adopted from time to time.
- 3.2. The scope of work and deliverables proposed under paras 3.1 and 4 respectively will have to be carried out on quarterly basis throughout the tenure of the assignment.
- 3.3. The NHB will provide the support for understanding of as-is status, relevant background information, documentation, and required access to the bidder in support of the project, post the award of the contract to the successful bidder.
- 3.4. The desired data is to be submitted in the mode as prescribed/mandated by the bank.
- 3.5. During the validity of the contract, in case NHB wishes to increase the number of cities for which the data has to be collected under NHB RESIDEX other than the existing Tier I, Tier II and Tier III 50 cities as detailed in Annexure XX, the price shall be decided on a pro rata basis as per the price quoted and agreed for existing prices for the Tier I, Tier II and Tier III cities. For instance, price for existing Tier I city shall be applicable for a similar Tier I city that the Bank may additionally decide to add.

**4. Deliverables:**

- 4.1. The Agency will be required to deliver:
- i. Data as per the prescribed format relating to Under construction (Unsold) Properties of residential projects across the 50 cities as under the current scheme of NHB RESIDEX at quarterly intervals within given time frame at end of the quarter i.e. 3 weeks from the end of quarter.

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

- ii. Detailed report on total number of unsold inventories, sold units and additions to stock on quarterly basis for the fifty cities individually as well as Pan India on city level.
- iii. Detailed report of stalled projects along with reason for being stalled and number of sold and unsold units in the stalled projects across cities on quarterly basis.
- iv. Presentation to the management of the NHB delineating how the agency proposes to collect the data with all underlying assumptions and ensure continuity of the existing series immediately upon awarding of contract and further as and when decided by NHB.
- v. Detailed procedures for cleaning the data for instance methodology for identifying outliers in the data.
- vi. Detailed procedures for quality check of the data and Population frame used for collection of data.
- vii. Each project to be surveyed by 2 independent surveyors physically and information to be tallied and certificate should be shared every quarter in this regard. Vendor should provide corroborating evidence like geo-tagging etc. to verify whether each project is surveyed by 2 independent surveyors physically.
- viii. The vendor should provide NHB with the list of surveyors across locations along with contact details on a regular basis.
- ix. Prior permission to be taken by Vendor from NHB before changing the surveyors.
- x. Training material used for conducting the trainings for surveyors and persons involved in data collection, compilation and validation to be shared with NHB along with the training schedules and list of participants at the interval of one year.
- xi. Delineate to the NHB Management the strategies in case NHB feels the need in modification/ addition in data formats for data collection.
- xii. Delineate NHB Management on the quality checks in place to ensure correctness of the data at every level.
- xiii. Data Quality Certificate to be provided along with defined Business Continuity Plan in regard to key resources and trainings imparted to them.
- xiv. The deliverables shall be made as per the Implementation Schedule provided at section 6.12.

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**5. Period of Contract:**

Any contract that may result from this RFP will be valid for a term of Three years (Thirty-Six months) (“the Term”) from the date of acceptance of Work Order/Letter of Award, which may be renewed for further period of up to two years (24 months), based on performance review.

*Note: Data has to be provided for 12 quarters starting Quarter ending December 2024*

**Note:**

This RFP is not exhaustive in describing the functions, activities, responsibilities and services for which the vendor will be responsible. The Bidder, by participation in this tender, implicitly confirms 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.

**6. Instructions to Bidders**

**6.1. General:**

- All costs and expenses incurred by the Bidders in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by NHB, will be borne entirely and exclusively by the Bidders.
- 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 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.

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

- Each Bidder acknowledges and accepts that NHB may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible Vendor(s).
- Every Bidder will, by submitting his Bid in response to this RFP, be deemed to have accepted the terms of this RFP and the Disclaimer.
- Bidders are required to direct all communications related to this RFP, through the nominated Point of Contact persons, mentioned below:

**Shri. Peeyush Pandey**  
Deputy General Manager  
MRCPD&CCC  
National Housing Bank  
4<sup>th</sup> Floor, Core - 5A,  
India Habitat Centre  
Lodhi Road, New Delhi - 110 003  
Email: peeyush.pandey@nhb.org.in

- 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 10:00 am to 6:00 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 Department of Financial Services/Department of Expenditure of Ministry of Finance or NHB on the date of opening of the bid and/or on the date of signing of the contract.

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

- 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.

**6.2. Pre-Bid Meeting**

For the purpose of clarification of doubts of the Bidders on issues related to this tender/RFP, NHB intends to hold a Pre-Bid meeting 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 on or before 02.01.2025 (Thursday 5:00 pm) on the address as mentioned above. It may be noted that no query of any Bidder shall be entertained after the Pre-Bid meeting. Clarifications on queries will be given in the Pre-Bid meeting itself. Only the authorized representatives of the Bidders will be allowed to attend the Pre-Bid meeting.

**6.3. Soft Copy of Tender/RFP Document**

The soft copy of the Tender/RFP document will be made available on NHB’s website <http://www.nhb.org.in> and CPPP portal.

**6.4. 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 commercial Bid. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” is not acceptable. However, NHB may treat offers not adhering to these guidelines as unacceptable. NHB may, in its absolute discretion, waive any non-conformity or irregularity in the offer, which in the opinion of NHB is ancillary and not essential. This shall be binding on all Bidders and NHB reserves the right for such waivers.

**6.5. Amendment to the Bidding/Tender/RFP document**

- At any time prior to the deadline for submission of Bids, NHB, for any reason, may modify the Bidding/Tender/RFP document, by amendment or corrigendum.
- The amendment will be posted on NHB’s website [www.nhb.org.in](http://www.nhb.org.in)

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

- 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.

**6.6. 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.

**6.7. Masked Commercial Bid**

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

**6.8. 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 of offices specified in this RFP, from time to time.

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

1. Bidder’s information in the format as prescribed in **Annexure I;**
2. Bidder’s Experience details in the format as prescribed in **Annexure II;**
3. Compliance Statement Declaration in the format as prescribed in **Annexure III;**
4. List of Deviations, if any, in the format as prescribed in **Annexure IV;**

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

5. Information on Minimum Eligibility Criteria in the format as prescribed in Annexure V:
  
6. **The Technical Proposal:** The Technical Bid should be submitted in the format as prescribed in **Annexure VII** along with the covering letter and Declaration regarding clean track record in the formats as prescribed in **Annexure VI -A** and **Annexure VI-B** respectively. Documents comprising the Technical Proposal should be
  - ✓ ECS Mandate in the format as prescribed in **Annexure X**;
  - ✓ Letter of Competency in the format as prescribed in **Annexure XI**;
  - ✓ Curriculum Vitae (CV) of the Key Personnel in the format in **Annexure XII**;
  - ✓ Resolution Matrix in the format in **Annexure XIII**;
  - ✓ Pre-Contract Integrity Pact (wherever applicable) in the format in **Annexure XIV** (*The Pre-Contract Integrity Pact should be submitted neatly typed in on Rs.100/- non-judicial stamp paper duly signed by the authorized signatory and the same will be signed on behalf of NHB subsequently. The date of execution should be the date as mentioned in the Technical Bid by the Bidder*)
  - ✓ Certificate for Restriction on procurement from a Bidder of a country which shares a land border with India is prescribed in **Annexure XVIII**;
  - ✓ Declaration by the Bidder for Code of Integrity for Public Procurement in the format as prescribed in **Annexure XIX**.
  - ✓ EMD / Bid Security Declaration prescribed in **Annexure XXI**;
  - ✓ MSME Registration details.
  
7. **The Commercial Proposal:** The Technical Bid should be submitted in the format as prescribed in **Annexure IX** along with the covering letter in the format as prescribed in **Annexure VIII**.

***Note: Bids without the EMD / Bid Security Declaration amount will be rejected summarily.***

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**6.10. Bid Currency**

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

**6.11. Earnest Money Deposit (EMD)**

- (a) All the Bids must be accompanied by a refundable interest free security deposit of Rs. 10,00,000/- (Rs. Ten Lakhs Only), by way of an e-payment in favour of **National Housing Bank**.

The Accounts details are given below:

S.No	Type	Particulars
1	Beneficiary Name	National Housing Bank
2	Beneficiary Address	Core 5A, 4th Floor, India Habitat Centre, Lodhi Road, New Delhi 110 003
3	Beneficiary Bank Name	State Bank of India
4	Beneficiary Bank Branch Address	Pragati vihar Delhi Branch, Ground Floor, Core-6, Scope Complex, Lodhi Road, New Delhi - 110 003
5	Type of Bank Account	Current account
6	Beneficiary Bank A/C No	52142903844
7	IFCS code of Bank branch	SBIN0020511
8	MICR No	110004005

- (b) The proof of the payment should be enclosed and put in the envelope containing the Technical Bid; in the absence of which the Bid may not be considered for further evaluation. The Bidders are also required to submit duly filled ECS Mandate Form as enclosed in **Annexure-X**.
- (c) Any Bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- (d) Any request for exemption from EMD will not be entertained, unless such exemption is provided by the Government of India.

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

- (e) Save as otherwise provided herein or in the definitive agreement, the EMD amount of all unsuccessful Bidders would be refunded on completion of the tendering process on or before 15 days post award of work/contract.
- (f) Save as otherwise provided herein or in the definitive agreement, the EMD amount of the successful Bidder will be refunded after execution of SLA and submission of PBG for value amounting to 5% of total contract value as per terms of the RFP.
- (g) The EMD security may be forfeited:
  - If Bidder withdraws its Bid/s during the period of Bid validity;
  - If Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract;
  - In case of successful Bidder, if the Bidder fails to Sign the contract; and
  - In case of any breach of the pre-contract Integrity Pact.

**6.12. Implementation schedule**

- The Bidder shall be responsible for delivery of the services.

S. No	Purchase Order for	Delivery Schedule (From date of acceptance of work order/letter of award)
1.	Kick off meeting to delineate the strategies and methods of Data collection in reference to the Deliverables and scope of work	5 days (From date of acceptance of work order/letter of award)
2.	Collection and final submission of data in prescribed format	Within 3 weeks from Quarter end Date till the validity of the contract

- Billing cycle will commence only after execution of SLA as per terms of the RFP.

**6.13. Performance Bank Guarantee (PBG)**

The successful Bidder will be required to provide performance bank guarantee (PBG) of value amounting to 5% of the total cost of contract value, in the form of bank guarantee from a scheduled commercial bank in the format as substantially prescribed in **Annexure-XVII**. The PBG should be valid till at least six months beyond the expiry of contract period or such

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

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

**6.14. Period of Validity of Bids**

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

**6.15. Format and Signing of Bids**

Each Bid shall be submitted in two parts:

- **Part I:** consists of Minimum Eligibility Criteria, Technical Bid and Masked Commercial Bid [price Bids without any price]. The above contents will be referred to as “**Technical Proposal**”.
- **Part II :** covering only the Commercial Bid herein referred to as “**Commercial Proposal**”
- The Original Bids shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the Bids shall put their initials on all pages of the Bids, except for un-amended printed literature.

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**6.16. Sealing and Marking of Bids**

- All the envelopes shall be addressed to NHB at the address given below:  
Deputy General Manager, MRCPD & CCC  
National Housing Bank  
Core 5A, 4<sup>th</sup> Floor, India Habitat Centre  
Lodhi Road  
New Delhi - 110003
- All envelopes should indicate on the cover the name and address of Bidder along with contact number.
- The Bidder shall seal the envelopes containing Technical and Commercial proposals separately.
- The envelope should be non-window and separately super scribed as “**Technical Proposal for** Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX” and “**Commercial Proposal for** Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX” as applicable.
- If the envelop is not sealed and marked, NHB will assume no responsibility for the Bid's misplacement or its premature opening.
- Bids not sealed properly shall not be considered and will stand rejected without recourse.

**6.17. Deadline for submission of Bids**

- The Bids must be received by NHB at the address 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

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

of NHB and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**6.18. 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.

**6.19. Opening of Bids by NHB**

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

**Place of Opening of Technical Bids:**

National Housing Bank,  
Core 5A, 3<sup>rd</sup> Floor, India Habitat Centre  
Lodhi Road  
New Delhi - 110003

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

**6.20. 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, and no change in the substance of the Bid shall be sought, offered or permitted.

**6.21. 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.

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

- 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.

**6.22. 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.

**6.23. 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.

**6.24. Price Composition & Variation**

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

**6.25. Timely availability of Support Services**

The Vendor should have proper and adequate support mechanism in place to provide all necessary support under this project.

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**6.26. Manuals/Drawings**

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

**6.27. Bid Evaluation**

**6.27.1. Evaluation Committee**

- a) All bids will be screened by a committee and shortlisted parties will be called for making presentation of their credentials before the committee. Date/ Timing/ Venue of presentation will be intimated to shortlisted bidders subsequently.
- b) The Committee constituted by the NHB shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence, may lead to rejection;
- c) Committee will award score as Technical score based on inputs received during presentation. Shortlisted candidates in Technical score will be informed for the date and timing of opening of Financial Bids.
- d) The Bidder's name and presence or absence of requisite EMD, RFP cost and such other details as the NHB, at its discretion may consider appropriate will be announced at the time of technical bid opening.
- e) The RFP Committee would open the Financial Bids of only short-listed Bidders. The marks scored by the short-listed bidders will be announced before opening of the financial bids. The bidders, if they so desire, may remain present for the opening of financial bids.
- f) The Committee will open the bids on the scheduled date and time as fixed/communicated, in the presence of those Bidders or their representatives, who may be present at the venue on the scheduled date and time. The representatives of the bidders should be advised to carry the identity card and a letter of authority from the participating bidders to identify their bonafide for attending the opening of the proposal or provide the scanned copy of the same through official mail id for attending the meeting though Virtual Mode.
- g) The decision of the Committee in the evaluation of proposals to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

- h) The Committee may fix meetings with the Bidders to seek clarifications on their proposals.
- i) The Committee reserves the right to reject any or all proposals on the basis of any deviations.
- j) Technical score will have 70% weightage, and financial bid will have 30% weightage.
- k) The bidder scoring the highest combined score of technical and financial bids will be declared as L1 and would be appointed for the transaction.

**6.28. 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.

**6.29. Revelation of Prices**

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

**6.30. Terms and Conditions of the Bidding firms**

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

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

offered differ/ deviate from the specifications laid down in the specifications and requirements.

**6.31. 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.

**6.32. Contacting NHB or putting outside influence**

Bidders are forbidden to contact NHB or its Vendors on any matter relating to this Bid from the time of submission of 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.

**6.33. 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.

**6.34. Banned or Delisted Bidder**

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

**6.35. Compliance with Laws**

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

- (a) The Vendor/Bidder shall undertake to observe, adhere to, abide by, comply with and notify NHB about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep NHB indemnified, hold harmless, defend and protect NHB and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- (b) The Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable laws, Government Regulations/Guidelines and shall keep the same valid and in force during the term of the project/contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NHB and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and NHB shall give notice of any such claim or demand of liability within reasonable time to the Vendor.
- (c) In case NHB undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Vendor under this contract.

**6.36. Intellectual Property Rights**

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

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

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

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

**6.37. 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:

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

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

- B. In case such a statement is found at the contract stage, NHB may take at its discretion appropriate action as provided in the RFP for termination of the contract including invocation of the PBG.

**6.38. 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 XVIII**. If such certificate given by the successful Bidder is found to be false, this would be a ground for immediate termination of the contract and for further legal action in accordance with law.
- For the purpose of this clause:
  - a) “Bidder “(including the term ‘tender’, ‘Vendor’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
  - b) “Bidder from a country which shares a land border with India” for the purpose of this Order means:-
    - (i) An entity incorporated, established or registered in such a country; or
    - (ii) A subsidiary or an entity incorporated, established or registered in such a country; or
    - (iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

- (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.

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

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

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

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

- ii. In case of partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control ownership.
- d) An Agent is a person employed to do any act for another, or to preset another in dealings with third person.

**6.39. Purchase Preference**

**6.39.1.**NHB reserves its right to allow Micro and Small Enterprises (MSEs) and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) or Women entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy/ Guidelines. Purchase preference to a MSE and a MSE owned by SC/ST/Women entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to L1 Vendor at the time of evaluation of the price bid.

**6.39.2.**NHB reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives relating to Make in India, Start-ups etc.

**6.40. Pre-Contract Integrity Pact Clause** (To be mentioned only in cases depending on the threshold fixed as per the policy of NHB)

A “Pre-Contract Integrity Pact” is required to be signed between NHB and the Bidder. In case sub-contract is permitted, the Pre- Contract Integrity Pact would be required to be signed between NHB, Bidder & the sub-contractor. This is a binding agreement between NHB and Bidders and/or sub-contractors. Under this Pact, the Bidders agree with NHB to carry out the assignment in a specified manner.

Signing of Pre-Contract Integrity Pact by the prospective bidders is a pre-qualification to participate in the bidding process, however, signing of Pre-Contract Integrity Pact does not guarantee awarding of the contract to the bidder. Pre-Contract Integrity Pact is deemed to be a part of the contract to be awarded to the successful bidder. The format of Pre-Contract Integrity Pact will be as per **Annexure - XIV**.

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

In this regard, NHB has appointed Shri Jojneswar Sharma (Email - sharmajoj@gmail.com, Mobile - 8806777701) and Shri Rajendra Srivastava (Email - aaremes@yahoo.com, Mobile - 9415047666) as independent external monitors for the Integrity Pact in consultation with the Central Vigilance Commission.

The set of sanctions mentioned in the Pre-Contract Integrity Pact shall be enforced for any violation by a Bidder of its commitments or undertakings under the Integrity Pact.

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

**7. Bids (Technical & Commercial) And Bid Evaluation Methodology**

**7.1. Criteria for Evaluation**

- a) Initial Bid scrutiny will be held, and incomplete details as given below will be treated as non-responsive, if proposals
- are not submitted in formats as specified in the RFP document
  - received without the Letter of Authorization
  - are found with suppression of details
  - with incomplete information, subjective, conditional offers and partial offers submitted
  - submitted without the documents requested in the checklist
  - have non-compliance of any of the clauses stipulated in the RFP
  - with lesser validity period
  - submitted with consortium/sub-contract arrangements
- b) NHB will prepare a list of responsive bidders, who comply with all the terms and conditions of the RFP. All eligible bids will be considered for further evaluation by a Committee according to the evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.
- c) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**7.2. Technical qualification / Eligibility criteria**

SN	Criteria	Requirements	Proof to be attached
1	Profile	Limited Company (Public or Private), Limited Liability Partnership Firm.	<i>Copy of Certificate of Incorporation or any other equivalent document.</i> PAN: Documentary evidence for all the aforementioned eligibility criteria should be duly submitted.
2	Experience	• Minimum 5 years’ experience in giving consultancy services related to data collection and/or preparing, publishing, and managing Price Index/ House Price Index.	Documentary evidence for all the aforementioned eligibility criteria should be duly submitted.
2	Uniqueness	Bidder should be an individual institution. Consortiums are not allowed to bid.	---
3	Blacklisting	The bidder should not have been blacklisted by Government of India, any State Government in India, RBI, Financial Institutes any Public Sector Undertaking or by any multilateral agency.	<i>Self-Certificate</i>

*Note: Bidder has to provide copies of supporting documents against each criterion mentioned above, without which bid may be rejected.*

**7.3. Evaluation of Proposals**

**7.3.1.** The successful Bidder shall be selected on the basis of the two-envelope procedure viz. (i) Technical Proposal and (ii) Commercial Proposal.

**7.3.2.** Bidders fulfilling the Eligibility Criteria as specified at para 7.2 above shall be considered for Technical Evaluation. The Technical Proposals will be evaluated on the basis of evaluation criteria, sub-criteria and points system as given below:

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

S NO	Evaluation Criteria	Maximum Score	Supporting Documents
<b>1. Size of Consulting Business of Bidder (20)</b>			
1.1	<p>Company’s/Firm’s experience in data collection and/or preparing, publishing, and managing Property Price Index/ House Price Index, which is relevant to this engagement</p> <ul style="list-style-type: none"> <li>• More than 10 years (10 marks)</li> <li>• 8 to 10 years (8 marks)</li> <li>• 5 to 8 years (5 marks)</li> <li>• Below 5 years (0 marks)</li> </ul>	10	Certificate of Incorporation/ Registration
1.2	<p>Annual Turnover of Bidder from support services related to collection of data, data analytics, research &amp; consultancy in publishing the property/housing price index (average of last 5 financial years i.e., FY 2019-20 to FY 2023-24)</p> <ul style="list-style-type: none"> <li>• Turnover of Rs 25 crore &amp; above (10 marks)</li> <li>• Turnover between Rs 20 to 25 crore (8 marks)</li> <li>• Turnover between Rs 15 to 20 crore (5 marks)</li> <li>• Turnover below Rs 15 crore (0 marks)</li> </ul>	10	Audited Financial Statements for 5 years i.e., FY 2019-20 to FY 2023-24. In case Financial Statements do not carry segment-wise reporting on the bidder’s turnover from consultancy assignments, Certificate from statutory Auditors in support of the same, should be provided.
<b>2. Relevant Experience of the Bidder (30)</b>			

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

2.1	Number of assignments from organizations/ banks availing the bidder’s services on collection of data for Price Index/ House Price Index or any other Real estate Research. Work order should not be older than 3 years <ul style="list-style-type: none"> <li>• Below 5 Assignments (0 marks)</li> <li>• 5-10 Assignments (10 marks)</li> <li>• 10 to 15 Assignments (20 Marks)</li> <li>• Over 15 Assignments (30 Marks)</li> </ul>	30	Description of assignments including client name, job title, scope of services, date of assignment award and completion, deal size, satisfactory completion certificate and other key details.  Documentary evidence i.e Satisfactory Completion Certificate should be duly submitted.
<b>3. Team Members and their experience for the Assignment (20)</b>			
3.1	Quality and Suitability of key resources to be assigned to the assignment, relevant experience of the resources	20	Details of proposed deal team (rank-wise names, qualifications, experience, locations of team members, curriculum vitae and their other credentials in the work area.
<b>4. Presentation before NHB (30)</b>			
4.1	Presentation before NHB consisting of the profile, experience, methods / techniques to be used for the assignment.	30	Power Point Presentation
<b>TOTAL</b>		<b>100</b>	

*Note: Bidder has to provide copies of supporting docs against each criterion mentioned above, without which bid may be rejected*

**7.3.3.** Evaluation of Technical Proposals will start first and at this stage the Financial Proposals will remain unopened. Financial Proposals of only those bidders who have qualified in the evaluation of Technical Proposals shall be opened in the presence of bidders’ representatives, who choose to attend through physical or virtual meeting. NHB shall inform the date, time and place of opening of the Financial Proposals to all qualified bidders after completion of the evaluation of Technical Proposals.

**7.3.4.** Financial Proposals of only those bidders securing a minimum qualification score of 65 technical points under the Technical Evaluation procedure shall be opened.

As per GeM’s QCBS evaluation, relative scoring is provided to both Technical and Financial scores. An illustrative example is given below:

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

Bidder	Technical Score	T. Relative Score	T. Weightage (70%)	Financial Score	F. Relative Score	F. Weightage (30%)	Tot Score
Bid 1	75.00	83.33	58.33	120.00	83.33	25.00	83.33
Bid 2	80.00	88.89	62.22	100.00	100.00	30.00	92.22
Bid 3	90.00	100.00	70.00	110.00	90.91	27.27	97.27

*T. Relative Score obtained by Current Score/Highest Score.*

*F. Relative Score obtained by Lowest Cost/Current Cost*

The bidder with the highest Overall or Combined Score as computed above will be considered for engagement.

**7.3.5.**In case of tie-up of Overall or Combined Score, the bidder with the highest technical score will be considered for engagement.

**7.3.6.**In case of tie-up of Overall or Combined Score as well as technical score, the bidder with the highest financial score will be considered for engagement.

**7.4. Commercial Bid Evaluation**

**7.4.1.**The Commercial Bids of technically qualified bidders will be opened on a date to be later announced, in the presence of bidder or his representatives.

**7.4.2.**The Commercial Bid Price to be quoted as per the Scope of Work and deliverables mentioned at para no. 3 and 4.

*Quoted Amt. to be in Rs. lakh, with 2 decimal places*

SN	Activity	Amt.
1.	Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX	Price / city/ quarter: Tier I Cities: Tier II Cities: Tier III Cities:

**7.4.3.** Only fixed price financial bids indicating total prices for all the deliverables and services specified in this bid document will be considered.

**7.4.4.** The bid price will include all out-of-pocket expenses.

**7.4.5.** The breakup of bid price provided by bidder as above shall be binding and may be used by the NHB to determine the relevant remuneration for extension/

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

discontinuation of services, if any. The bidder would be bound to provide services in the period desired (for extension) at the same rates without any escalation.

7.4.6. In case of the contract is terminated, payment towards availed services will be made on pro rata basis for the period services rendered to NHB, subject to its satisfaction.

7.4.7. Any conditional bid would be rejected.

7.4.8. **Arithmetical Errors & Rectification:** If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

## **8. Commercial Terms and Conditions**

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

### **8.1. 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), duties, levies charges, transportation, insurance, as per Commercial Bid.
- c) The price quoted by the Bidder shall remain firm during the Bidder's performance of the contract i.e., for a period of 3 Years (12 quarters) which may be extended, if required, by NHB without any price escalation.
- d) Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- e) For any additional requirement, order will be placed at the contracted rate as mentioned in the Commercial Proposal & as per applicable terms of this RFP. Failure in accepting the order will attract terms of penalty & termination of this RFP, at the discretion of NHB.

### **8.2. Acceptance**

The acceptance test will be carried out as per Acceptance Test Plan [ATP], which will be issued. The solution will be accepted only after acceptance testing is completed as per the agreed plan and is duly signed/certified by NHB and the Vendor. \*

*(\*may be deleted, if not applicable)*

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**8.3. Payment Terms**

Any payment will be released only after submission of PBG & post-signing of SLA as per the following payment terms.

Payment terms are as follows:

- ❖ The payment will be made on a quarterly basis post approval of the indices internally.
- ❖ The Bank shall release payment of the agreed fee quoted in RFP to the selected Bidder on the basis of above terms, after deducting applicable taxes at source.

**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 period services have been delivered, after deducting applicable penalty and TDS/other applicable taxes.

**9. General Terms and Conditions**

- 9.1. The Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures. Failure to furnish all information required in the RFP documents, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information as part of response to this RFP Document may result in rejection of the proposal.
- 9.2. All such amendments as 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.
- 9.3. Bidders must take into consideration each and every line of this RFP document while preparing technical and commercial proposal for the project. Bidders are requested to get any issue clarified by NHB before submitting the responses/Bids. The Bids submitted should be complete in all respect meeting all deliverables under the project. It will be the sole responsibility of the successful Bidder to deliver each and everything as per the scope of the work during the contracted period. NHB will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right perspective.

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

- 9.4. NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.
- 9.5. NHB shall be under no obligation to accept the lowest or any other offer / Bid received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. NHB reserves the right to make any changes in the terms and conditions of contract. NHB will not be obliged to meet and have discussions with any Bidder, and or to consider any representations. NHB reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of NHB in this regard is final and no further correspondence in this regard will be entertained.
- 9.6. Although service window has been defined as 9.00am to 9.00pm, the selected Bidder must provide services beyond the above time in case of urgent requirement of NHB without any extra cost.
- 9.7. Notwithstanding anything to the contrary contained in the contract, NHB shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if the successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
- 9.8. On faithful and satisfactory execution of assignments under the contract in all respects, the PBG of the successful Bidder will be released by NHB, if not forfeited due to any reason as provided herein, after a period of 60 days after completion/execution of the assignments/contract.
- 9.9. Bidder must deploy manpower having requisite qualification, experience, skill set etc. for the project/contract.
- 9.10. NHB reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of NHB, the information furnished is incomplete or the Bidder does not qualify for the contract.
- 9.11. The scope of the proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this RFP, on end-to-end solution basis.
- 9.12. The Commercial and Technical Bids will have to be signed on all pages of the Bid by the authorized signatory. Unsigned Bids would be treated as incomplete and would be rejected.

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

9.13. By submitting proposal/bid, the Bidder agrees to promptly execute contract with NHB for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract/service level agreement with NHB, will relieve NHB of any obligation to the Bidder, and a different Bidder may be selected.

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

**9.15. Penalty**

If the Firm/Vendor fails to submit the final project deliverables every quarter within stipulated time, NHB will impose a penalty of 1% of the quarterly order value for each day's delay or part thereof attributable to the Firm/Vendor, subject to maximum of 15% of the quarterly order value. Once the maximum is reached, NHB may consider cancellation of the order and the performance bank guarantee submitted may be invoked.

**9.16. Removal and/or Replacement of Personnel**

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

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

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

**9.17. Acceptance of Work Order/Letter of Award**

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

**9.18. Definitive Agreement**

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

**9.19. Taxes**

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

**9.20. Liquidated Damages**

If the Vendor fails to complete the due performance of the contract in accordance with agreed specifications and conditions to the satisfaction of NHB or abandons the project/contract without completing the same as per the agreed terms, NHB reserves the right to recover damages at 10 percent of the contract value as and by way of liquidated damages, but not as penalty. It is clarified that the liquidated damages shall be over and above the penalty, if any, imposed under Clause 9.15.

**9.21. Use of Contract Documents and Information**

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

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

**9.22. Assignment**

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

**9.23. Duration of Contract**

The contract will be valid till 36 months from the date of the work order/letter of award which may be renewed for a further period of two year, based on the performance, if required by the NHB on same terms and conditions without any price escalation. All the Deliverables should be delivered as per the implementation Schedule.

**9.24. Code of Integrity for Public Procurement:**

**The bidders** should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. The format of the declaration and the Code of Integrity for Public Procurement are enclosed as Annexure-XIX. In case of any transgression of this code, the bidder is not only liable to be removed from the list of empanelment, but it/he would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

**9.25. Debarment/Blacklisting:**

Bidder(s) will be debarred/blacklisted, if the bidder breaches the Code of Integrity for Public Procurement. Bidder can also be debarred for any other actions or omissions by the bidder, which in the opinion of NHB, warrants debarment, for the reasons like breach of the provisions of Pre-Contract Integrity Pact, supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide the declarations etc.

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

## **Annexures**

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**Annexure - I**

**Bidder Information**

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

S.No.	Information	Particulars / Response
1.	Name of the Bidder	
2.	Date of Incorporation	
3.	Type of the Entity/Bidder [Govt/PSU/Public Ltd. / Private Ltd./ LLP/ Partnership/proprietary]	
4.	Registration No. and date of registration. <b>Registration Certificate to be enclosed</b>	
5.	Address of Registered Office with contact numbers [phone /fax]	
6.	PAN No	
7.	<b>Contact Details of Bidder authorized to make commitments to NHB</b>	
	a. Name	
	b. Designation	
	c. FAX No	
	d. Mail ID	
	e. Bidder Head Office and Addresses Contact Person(s) Phone: Fax: E-mail: Website:	
8.	Provide the range of goods/services /options offered by Bidder with description:	Yes / No / Comments (if option is 'No')

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

9.	<p>Any pending or past litigation (within three years)? If yes, please give details.</p> <p>Also mention the details of claims and complaints received in the last three years (About the Bidder / Services provided by the Bidder).</p>	<p>Yes/No/Comments (if option is 'Yes') (If option is 'Yes' Bidder may Not be considered)</p>		
10.	<p>Please mention turnover and Net Profit/Loss for last 5 years and include the copies of Balance Sheet in support of it.</p>	Year	Turnover	Net Profit/Loss (-)

**Audited/CA certificate of Balance sheet and Profit & Loss accounts for last 5 years to be submitted.**

**Authorized Signatories**

**(Name & Designation, seal of the Bidder)**

**Date:**

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**Annexure - II**

**Bidder Experience Details**

1.	Bidder’s experience providing services in the field of _____ (in years)			
	a) Experience in India			
	b) Global experience			
2.	Details of minimum five service/supply contracts on _____ executed with Public Sector Banks/FIs/Ministry of India.			
3.		Name of the customer & Contact information	Active/Expired	Contract Period (From to To Date)
4.	Project 1			
5.	Project 2			
6.	Project 3			
7.	Total number of service contracts executed.			
8.	Service Parameters			
9.	No. of qualified personnel employed			
10.	Number of operating offices in India			
11.	Details of Reference client’s Sites			
	Reference site 1			
	Reference site 2			

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

12.	Operating Office in NCR.	
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Authorized Signatories

(Name & Designation, seal of the Bidder)

Date:

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**Annexure - III**

**COMPLIANCE STATEMENT DECLARATION**

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

**Authorized Signatories**

**(Name & Designation, seal of the Bidder)**

**Date:**

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**Annexure - IV**

**LIST OF DEVIATIONS**

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

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

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

List of deviations

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

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

**Authorized Signatories**

**(Name & Designation, seal of the bidder)**

**Date:**

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**Annexure -V**

**Minimum Eligibility**

Following format has to be filled by the Bidder and has to be submitted in a separate envelope along with softcopy and relevant documentary proof.

S.No.	Basic Requirements	Proposed	Document Required

**Authorized Signatories**  
**(Name & Designation, seal of the bidder)**  
**Date:**

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**Annexure - VI-A**

**Technical Bid Covering Letter**

Date :

To  
The \_\_\_\_\_  
National Housing Bank,  
\_\_\_\_\_ Department  
Head Office  
Core 5-A, \_\_\_\_ Floor, India Habitat Centre, Lodhi Road,  
New Delhi - 110003

Dear Sir,

**Technical Bid - \_\_\_\_\_ Service**

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your RFP document [Insert RFP Number] dated [Insert Date]. We are hereby submitting our Proposal, which includes Minimum Eligibility Criteria, this Technical Proposal and a Commercial Proposal. The minimum eligibility criteria and Technical Proposal are put in one envelope and the Commercial Proposal in a separate envelope.

We also enclose masked Commercial Bid.

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

Dated at \_\_\_\_\_ / \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Yours faithfully,

**For**

**Signature**

**Name:**

**Address:**

**(Authorised Signatory)**

Confidential

Page | - 46 -

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of "HPI @ Market Price for Under Construction Properties" for NHB RESIDEX.**

**Annexure - VI-B**

**Declaration Regarding Clean Track Record**

(To be Submitted along with Technical Bid on Bidder's letter head)

Date :

To

The \_\_\_\_\_

National Housing Bank,

\_\_\_\_\_ Department

Head Office

Core 5-A, \_\_\_\_ Floor, India Habitat Centre, Lodhi Road,

New Delhi - 110003

Dear Sir,

**Declaration Regarding Clean Track Record**

RFP No : \_\_\_\_\_ dated \_\_\_\_\_

I/We have carefully gone through the Terms & Conditions contained in the RFP No. \_\_\_\_\_ dated \_\_\_\_\_. We hereby declare that our company has not been debarred/ blacklisted by any Government, Quasi Government agencies, Statutory Body, Autonomous Body, Regulatory Body, PSUs or PSBs and its subsidiaries.

2. I/ We certify/ undertake that we shall not indulge ourselves or allow other personnel working/ deployed in National Housing Bank (NHB), to indulge in fraudulent activities and in case of an act of fraud/ suspected fraud comes into our notice, we will immediately inform / apprise your organization about the same. We acknowledge that concealment of facts regarding our involvement in fraudulent activities in connection with the business transaction(s) with NHB is liable to be treated as an offence.

3. I further certify that I am competent officer in my company/organisation to make this declaration that our bid is binding on us.

Confidential

Page | - 47 -

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of "HPI @ Market Price for Under Construction Properties" for NHB RESIDEX.**

Thanking you,

**Yours Sincerely**

**For**

**Signature**

**Name:**

**Address:**

**(Authorised Signatory)**

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**Annexure -VII**

**Technical Bid Format**

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

1. **Details as detailed under Chapter \_\_\_\_\_.**
2. **List of deviations** (as per Annexure -IV )
3. **Technical Proposal Covering Letter** (as per Annexure -VI-A)
4. **Declaration Regarding Clean Track Record** (as per Annexure VI-B)

**Note:** Bidder must submit softcopy of complete technical Bid inside the sealed envelope meant for ‘Technical Proposal’.

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**Annexure -VIII**

**Commercial Bid Covering Letter**

The \_\_\_\_\_  
National Housing Bank,  
\_\_\_\_\_ Department  
Head Office  
Core 5-A, \_\_\_\_\_ Floor, India Habitat Centre, Lodhi Road,  
New Delhi - 110003

Dear Sir,

**Commercial Bid - \_\_\_\_\_ Service**

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

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

Yours faithfully,  
For .....

**Signature**

**Name**  
**Address**

**(Authorised Signatory)**  
Date:

Confidential

Page | - 50 -

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**Annexure -IX**

**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.


Bidders are requested to note the following:

- All the details must be provided as per format. Incomplete formats will result in rejection of the proposal.
- Masked commercial Bids must be given with technical Bid. All the pages of commercial Bids must be sealed and signed by authorized signatory.
- All the quoted costs must include all applicable taxes, charges and other levies.
- Bidder must submit soft copy of complete commercial Bid inside the sealed envelope meant for ‘Commercial Proposal’.
- All the rates must be quoted in INR.
- The prices in any form or by any reasons should not be disclosed in the technical or other parts of the Bid except in the commercial Bid. Failure to do so will make the Bid liable to be rejected.
- The commercials quoted in the commercial Bid are valid for six months from the date of opening of commercial Bids.

**Authorized Signatories**

**(Name & Designation, seal of the bidder)**

**Date:**

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of "HPI @ Market Price for Under Construction Properties" for NHB RESIDEX.**

**Annexure - X**

[To be submitted along with Technical Bid]

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

**1. Name of the Bidder** \_\_\_\_\_  
**2. Address of the Bidder** \_\_\_\_\_

City: \_\_\_\_\_ Pin Code: \_\_\_\_\_

E-mail id: \_\_\_\_\_  
Phone /Mobile No. \_\_\_\_\_  
Permanent Account Number (PAN) \_\_\_\_\_  
GST Registration No. \_\_\_\_\_  
TIN No. \_\_\_\_\_

**3. Particulars of Bank Account**

A. Name of Account same as in the Bank: \_\_\_\_\_  
B. Name of the Bank: \_\_\_\_\_  
C. Name of the Branch: \_\_\_\_\_  
D. Address of the Branch with Tel No. \_\_\_\_\_  
E. Account No. (appearing in Cheque book): \_\_\_\_\_  
F. Account Type (SB, Current, etc.): \_\_\_\_\_  
G. MICR No. \_\_\_\_\_  
H. IFSC Code of the Bank Branch: \_\_\_\_\_

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

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

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of "HPI @ Market Price for Under Construction Properties" for NHB RESIDEX.**

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

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

Bank's Stamp:

Date:

Signature of the Authorized Official of the bank

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**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**Annexure XI**

**Letter of Competence Format**

[To be submitted along with Technical Bid]

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

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

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

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

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

**Authorized Signatories**

**(Name & Designation, seal of the bidder)**

**Date:**

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**Annexure XII**

**Curriculum Vitae (CV) of Key Personnel**

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

Format

1) Proposed Position [only one candidate shall be nominated for each position Expert]:

2) Resource Name:

3) Nationality:

4) Date of Birth

5) Educational Qualifications:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

6) **Certifications and Trainings attended:**

7) No. of years“ of experience

8) **Total No. of years with the firm**

9) **Areas of expertise and no. of years of experience in this area (as required for the Profile - mandatory):**

Sno	Project Name	Year & Period spent on project	Brief of the Project	Project Relevance to scope of work of this RFP (section details)	Project Customer Name, Contact Details & Address

10) **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

11) **Membership of Professional Associations:**

12) **Employment Record** [Starting with present position and last 2 firms, list in reverse

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From (Year):                      To    (Year):  
 Purchaser:

**13) Positions held:**

<p><b>Detailed Tasks Assigned</b></p>	<p><b>Relevant Work Undertaken that Best Illustrates the experience as required for the Role (provide maximum of 6 citations of 10 lines each)</b>          (Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 14 and as required for the role as listed in „List of the key professional positions whose CV and experience would be evaluated“)</p> <p>Name of assignment or project:          Year:          Location:          Purchaser:          Main project features:          Positions held:          Value of Project (approximate value or range value):</p>
---------------------------------------	---

**14) Certification:**

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

Date:

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

Full name of Authorized Representative:

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**Annexure XIII**

**Resolution Matrix**

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

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

Situation	Expected response of Vendor
<b>Immediate requirement:</b> Requirement within a day	1st call response immediate <ul style="list-style-type: none"><li>• Our Resources at your site as soon as possible.</li><li>• Continuous effort on a 24x7 basis</li><li>• Notification of Our Senior Executives</li></ul>
<b>Critical requirement:</b> Requirement within 5 days	First call response within 4 hours <ul style="list-style-type: none"><li>• Our Resources at Your site as required.</li><li>• Continuous effort on a 24x7 basis</li><li>• Notification of Our Senior Managers</li></ul>
<b>Moderate requirement:</b> Requirement within 5 days	First call response within a day <ul style="list-style-type: none"><li>• Effort during Business Hours</li></ul>

**Authorized Signatories**

(Name & Designation, seal of the bidder)

Date:

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of "HPI @ Market Price for Under Construction Properties" for NHB RESIDEX.**

Annexure XIV

RFP No. \_\_\_\_\_

Date of Issue of RFP: \_\_\_\_\_

**Pre Contract Integrity Pact**

**(To be obtained depending on the threshold fixed)**

(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 body corporate 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/LLP/partnership/registered export agency, constituted in accordance with the relevant law in the matter and NHB is a body corporate 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:-

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

- (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.

**WHEREAS** the Parties are required to execute this Integrity Pact as a prequalification for the Bidder to participate in the bidding process;

**AND WHEREAS** the Parties 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

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

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 efficiently and effectively the goods/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. In case of Foreign Bidder, it shall disclose name and address of its agents and representatives in India.
  - (d)\* The Bidder shall disclose the payments to be made by it to agents/brokers or

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

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 and shall not commit any offence under Prevention of Corruption Act, 1988 and Bharatiya Nyaya Sanhita 2023. 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 2 of the Companies Act 2013.
- (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.

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

- (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

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

(other than consulting services) resulting from or directly related to the consulting services for such preparation or implementation.

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

- (ii) **Conflict among consulting assignments** – The Bidder understands that neither Bidder (including their personnel and sub-Vendors), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be hired for the assignment that, by its nature, may be in conflict with another assignment of the Bidder. *As an example, Bidders assisting NHB in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, Bidders hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.*
- (iii) **Relationship with NHB’s staff** – The Bidder is aware that the contract may not be awarded to the Bidder in case it is observed that it, including its experts and other personnel, and sub-Vendors, if permitted, has/have a close business or family relationship with a professional staff of NHB (or of the project implementing agency) who are directly or indirectly involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract; or (iii) the supervision of such contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to NHB throughout the selection process and the execution of the contract.
- (iv) **A Bidder shall submit only one proposal either individually or as a joint venture partner in another proposal:** If the Bidder, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-Vendor, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

In case of a joint venture, all partners of the joint venture shall sign this Integrity Pact.

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**4. Previous Transgression**

- 4.1** The Bidder declares that no previous transgression occurred in the last 3 (three) years reckoned backward from the date of submission of bid, 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. The transgression(s) for which cognizance was taken even before the said period of 3 (three) years, but are pending conclusion shall also be reported by the bidder to NHB. Further, the Bidder shall disclose immediately instances of transgression, if any, that may have occurred and taken cognizance of elsewhere and of which the Bidder has come to know, during the execution of the contract .
- 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 Laws, 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

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

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 pre-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

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

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 three years 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 also be entitled to take all or any of the actions mentioned at para 9.1(i) to (x) of this Integrity Pact on 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 under the Bharatiya Nyaya Sanhita, 2023 or Prevention of 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 goods/product/systems or subsystems/ services 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 goods/product/systems/services 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:

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

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

**12. Independent External Monitors:**

- 12.1 NHB has appointed Shri Jojneswar Sharma (Email - sharmajoj@gmail.com, Mobile - 8806777701, Address- House No. 27, Dr. Zakir Hussain Path, SARUMOTORIA (Hengerabari), District Kamrup Metro, Guwahati -781036, Assam) and Shri Rajendra Srivastava (Email - aaremes@yahoo.com, Mobile - 9415047666, Address- 122, Chandralok, Aliganj, Lucknow - 226024) (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

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

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** In the event of any dispute between NHB and the Bidder, the same will be first referred to the panel of IEMs with the consent of both the parties for mediation, and the IEMs will try to resolve the dispute in a time bound manner. The fee and expenses incurred for holding meetings of IEMs for dispute resolution shall be shared equally by NHB and the Bidder. In case, the dispute remains unsolved even after mediation by the panel of IEMs, NHB may take further action as per the terms and conditions of the contract.

**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. Part of the Contract:**

This Integrity Pact shall form a part of the contract to be executed between NHB & the successful Bidder.

**15. 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.

**16. Other Legal Action:**

The actions stipulated in this Integrity Pact are without prejudice to any other legal

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

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.

**17. Validity:**

**17.1** 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 month from the date of the signing of this Integrity Pact.

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

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

<p><b>For National Housing Bank</b></p> <p><b>(Authorised Signatory)</b></p> <p><b>Place:</b> <b>Date:</b></p> <p><u><b>Witness</b></u> 1. _____ _____ <b>(Name &amp; Address)</b> 2. _____ _____ <b>(Name &amp; Address)</b></p>	<p><b>For Bidder</b></p> <p><b>(Authorised Signatory)</b></p> <p><b>Place:</b> <b>Date:</b></p> <p><u><b>Witness</b></u> 1. _____ _____ <b>(Name &amp; Address)</b> 2. _____ _____ <b>(Name &amp; Address)</b></p>
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*(\* provisions of these clauses would need to be amended /deleted in line with the policy of NHB in regard to involvement of Indian agents of foreign suppliers.)*

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of "HPI @ Market Price for Under Construction Properties" for NHB RESIDEX.**

**Annexure XV**

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

**Service Level Agreement**

THIS SERVICE LEVEL AGREEMENT (hereinafter referred to "this **Agreement**") is made on this \_\_\_\_\_ day of the month of \_\_\_\_\_, 201\_, by and between,

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

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

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

WHEREAS

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

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

NOW THEREFORE the Parties hereby agree as follows:

**1. GENERAL PROVISIONS**

**1.1 Definitions**

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

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

**1.2 Principles of Interpretation**

In this Agreement , unless the context otherwise requires:

- a) All capitalized terms unless specifically defined in this Agreement shall have the meaning given to them in the RFP;

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

- 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, the Pre-Contract Integrity Pact and the NDA along with the Appendices/ Attachments hereto, shall form part and parcel of this Agreement and shall be read together for all purpose and effect.
- d) In case of any inconsistency or repugnancy between the provisions contained RFP, LoA and this Agreement, unless the context otherwise requires, the opinion of NHB shall prevail to the extent of such inconsistency or repugnancy and the same shall be binding on the Vendor.

**1.3 Purpose**

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

**1.3.2 Performance of the Scope of Work**

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

**1.3.3 Term/Period of Contract**

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

**1.3.4 Contract Price**

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

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**1.4 Relation between the Parties**

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

**1.5 Language**

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

**1.6 Headings**

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

**1.7 Notices**

1.7.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, email, or facsimile to such Party at the following address:

**For NHB:**

Attention: \_\_\_\_\_

Ph. No.: \_\_\_\_\_

Fax:

**For the Vendor:**

Attention: \_\_\_\_\_

Ph. No.: \_\_\_\_\_

Fax:

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

1.7.2 Notice will be deemed to be effective as follows:

- (a) In the case of personal delivery, email or registered mail, on delivery;
- (b) In the case of facsimiles, seventy-two (72) hours following confirmed transmission.

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

**1.8 Location**

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

**1.9 Authority of Vendor**

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

**1.10 Taxes and Duties**

The Vendor and their personnel shall pay 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 Vendor.

**2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**2.1 Effectiveness of Contract**

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

**2.2 Commencement of Services**

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

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

**2.3 Expiration of Contract**

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

**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.

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

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

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

**2.6.2 No Breach of Contract**

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

**2.6.3 Measures to be taken**

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

**2.6.4 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

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

**2.8 Termination**

**2.8.1 By NHB**

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

- (a) If the Vendor fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause-2.7 here-in-above, within thirty (30) days of receipt of such notice of suspension or within such further period as NHB may have subsequently approved in writing;
- (b) If the Vendor becomes insolvent or bankrupt or enters into an agreement with its creditors for relief of debt or take advance of any law for the benefit of debtors or goes into liquidation receivership whether compulsory or voluntary;
- (c) If the Vendor fails to comply with any final decision reached/award passed as a

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

result of arbitration proceedings pursuant to Clause-8 hereof;

- (d) If the Vendor submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the Vendor knows to be false;
- (e) If, as a result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) In the event it comes to the notice of NHB that any of the representations and/or warranties made by the Vendor either in the Bid Documents or in the subsequent correspondences are found to be false and/or the Vendor/its personnel are found to be involved in any fraudulent or criminal act;
- (g) If NHB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**2.8.2 Cessation of Rights and Obligations**

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

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

**2.8.3 Cessation of Services**

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

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**2.8.4 Payment in case of termination of contract**

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

**3.0 OBLIGATIONS OF THE VENDOR**

**3.1 Standard of Performance**

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

**3.2 Compliance with Laws**

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

**3.3 Conflict of Interest**

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

**3.4 Vendor Not to Benefit from Commissions/Discounts etc.**

The payment of the Vendor by NHB shall constitute the Vendor’s only payment in connection with this Contract or the Services, and the Vendor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Vendor shall use their best efforts to ensure that its Personnel similarly shall not receive any such additional payment.

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

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

**3.6 Prohibition of Conflicting Activities**

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

**3.7 Confidentiality**

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

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

**3.8 Insurance to be taken out by the Vendor**

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

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

of the Vendor or their staff on the assignment

**3.9 Liability of the Vendor**

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

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

**3.10 Indemnification of NHB by the Vendor**

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

**3.11 Limitation of Liability**

- (i) The Vendor’s aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

than the circumstances mentioned in the sub-clause (ii) below, shall be limited to \_\_\_\_\_ times of the total contract value.

- (ii) The Vendor’s liability in case of claims against NHB resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the Vendor shall be actual and unlimited.
- (iii) Under no circumstances, NHB shall be liable to the Vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages.

**3.12 Vendor’s Actions Requiring Owner’s Prior Approval**

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

**3.13 Reporting Obligations**

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

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

All the data, reports and other documents prepared/ collected/ developed by the Vendor in performing the Services shall become and remain the property of NHB, and the Vendor shall, not later than upon termination or expiration of this Contract, deliver all such documents/ data/ information to NHB, together with a detailed inventory thereof. The Vendor may retain a copy of such documents/ data/ reports but shall neither share it with any third party nor use it for purposes unrelated to this Contract till publication of such data by NHB in its Housing Price Index/ NHB Residex.

**3.15 Vendor’s Personnel**

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

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

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

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

**3.16 Non-Compete**

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

**3.17 Change in Ownership or Constitution:**

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

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**3.18 Monitoring**

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

**3.19 Rights to Access**

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

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

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

**3.20 Audit**

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

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

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**3.21 Contingency Plans**

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

**3.22 Transition Requirement**

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

**4.0 OBLIGATIONS OF NHB**

**4.1 Support:**

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

**4.2 Consideration & Payment Terms**

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

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

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

withheld.

**4.3 Non-Solicitation:**

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

**5.0 FAIRNESS AND GOOD FAITH**

**5.1 Good Faith**

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

**6.0 UNDERTAKINGS:**

The Vendor hereby further undertakes:

- (i) That the Vendor has gone through all the required/relevant and extant instructions/circulars of Government of India, Reserve Bank of India and /or any other concerned authority, GFR issued by Ministry of Finance, guidelines of CVC and provisions of the manual/relevant instructions of NHB, as applicable to the scope/area of its work/operation under this Agreement and the advice/services to be rendered by it as the Vendor and it complies/will comply with all such requirements.
- (ii) That the Vendor has the necessary expertise to work and execute the Project as per the scope of work set out in detail in the RFP and it has the capability to deliver efficient and effective advice/services to NHB. It shall carry out the assignment under this Agreement with due diligence and with the highest standard of professionalism and business ethics.

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

- (iii) That being the Vendor of NHB for a consideration, it shall be accountable for (a) any improper discharge of the assignment under this Agreement and/or (b) any deviant conduct keeping in view the norms of ethical business and professionalism.
- (iv) That NHB shall have every right at its discretion to enforce such accountability in case of any improper discharge of contractual obligations and/or any advice/service rendered in the views of NHB is found to be grossly faulty/negligent/deficient and/or any deviant conduct by the Vendor and as a consequence of it, NHB can, irrespective of anything stated herein, terminate this Agreement by giving 15 days prior notice, including to withhold/retain the dues payable to the Vendor by NHB under this Agreement and appropriate/adjust the same for the losses, if any, suffered by NHB without requiring NHB to prove the actual loss.
- (v) That the Vendor shall not do anything that will be of any conflict of interest to the Vendor while discharging the obligations under this Agreement and it shall bring to the notice/knowledge of NHB beforehand any possible instance of conflict of interest while rendering any advice or service. Further, the Vendor shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The Vendor and/or any of its affiliates shall not engage in consulting or other activities that will be in conflict with the obligations under this Agreement.
- (vi) That the Vendor has not been hired for any assignment that would be in conflict with its prior or current obligations to NHB or that may place the Vendor in a position of being unable to carry out the assignment in the best interest of NHB.
- (vii) That the Vendor shall act at all times in the interest of NHB and render advice/service with highest professional integrity and shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of the contractual obligations by the Vendor.
- (viii) The Vendor shall have suitable back-to-back arrangements/ agreements with the OEMs, in relation to the Scope of Work under this Agreement.
- (ix) NHB reserves the right to seek any information from the Vendor about the third parties engaged by the Service Provider in the supply chain.

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

(x) The Vendor shall periodically provide to NHB details of all the data (relating to NHB and its customers/ constituents) captured or processed or stored or come to the knowledge of Vendor or Service Provider’s employees during the course of performance of this Agreement/Contract.

**7.0 SEVERABILITY:**

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

**8.0 SETTLEMENT OF DISPUTES**

In the event of any dispute or difference arising out of, in relation to, or in connection with this Agreement, or the breach thereof, shall be settled amicably through mutual discussions. If, however, the parties are not able to settle them amicably without undue delay, the same shall be settled by the process of arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 (as amended from time to time). The seat of such arbitration shall be at New Delhi and the proceedings shall be conducted in English. The arbitration tribunal shall consist of Sole i.e. 1(one) Arbitrator to be appointed jointly by the Parties within thirty ( 30) days from the date of first recommendation for appointment of arbitrator in written form one Party to the other. If the Parties fail to agree on appointment of such Sole Arbitrator, arbitral tribunal consisting of Sole Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The award of arbitrator made in pursuance thereof shall be final and binding on the Parties. All costs and expenses of such arbitration shall be borne equally by the Parties at the first instance which however subject to the provisions of the said Act.

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

**9.0 JURISDICTION AND APPLICABLE LAWS**

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

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

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

**FOR AND ON BEHALF OF NATIONAL HOUSING BANK**

By \_\_\_\_\_

Authorized Representative

**FOR AND ON BEHALF OF [VENDOR]**

By \_\_\_\_\_

Authorized Representative

WITNESSES:

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

Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of "HPI @ Market Price for Under Construction Properties" for NHB RESIDEX.

Annexure XVI

**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 .....day .....of \_\_\_\_\_, 201\_\_, by and between;

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

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

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

Now this Agreement witnesseth:-

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

1. **Proprietary Information:** As used in this Agreement, the term Proprietary information shall mean as all trade secrets or confidential or Proprietary information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary information is disclosed by the Disclosing Party to the Recipient/Receiving Party. Notwithstanding the foregoing, information which is orally or visually disclosed to the Recipient/Receiving Party by the Disclosing party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party , within 10(ten) days after such disclosure, delivers to the Recipient/Receiving Party a written document or documents describing such Proprietary Information and referencing the place and date of such oral ,visual or written disclosure and the names of the employees or officers of the Recipient/ Receiving party to whom such disclosure was made.
  
2. **Confidentiality:**
  - a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far this may be required for the proper exercise of the Parties respective rights and obligations under this Agreement.
  
  - b) The term confidential information shall mean and include all written or oral information (including information received from third parties that the Disclosing Party is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential Information shall also mean, software programs, technical data, methodologies, know how, processes, designs, customer names, prospective customer’s names, customer information and business information of the Disclosing Party.
  
  - c) Confidential information does not include information which:
    - (i) is publicly available at the time of its disclosure; or
    - (ii) becomes publicly available following disclosure; or

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

- (iii) is already known to or was in the possession of Recipient/Receiving party prior to disclosure under this Agreement; or
  - (iv) is disclosed to the Recipient/Receiving party from a third party, which party is not bound by any obligation of confidentiality; or
  - (v) is or has been independently developed by the Recipient/Receiving party without using the confidential information;
  - (vi) is disclosed with the prior consent of the Disclosing Party.
3. **Non -Disclosure of Proprietary Information:** For the period during the agreement or its renewal, the Recipient/Receiving Party will:
- a) Use such Proprietary Information only for the purpose for which it was disclosed and without written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
  - b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its own confidential information of similar importance and
  - c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3<sup>rd</sup> 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;

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

- c) becomes known to the Recipient/ Receiving Party through disclosure by any other source, other than the Disclosing party, having the legal right to disclose such Proprietary Information.
  - d) is independently developed by the Recipient/ Receiving Party without reference to or reliance upon the Proprietary Information; or
  - e) is required to be disclosed by the Recipient/ Receiving Party to comply with applicable laws or governmental regulation, provided that the Recipient/ Receiving Party provides prior written notice of such disclosure to the Disclosing Party and take reasonable and lawful actions for such disclosure.
5. **Return of Documents:** The Recipient/ Receiving Party shall, upon request of the Disclosing Party, in writing, return to the Disclosing party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient/ Receiving Party pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event, it is not inclined to proceed further with the engagement, business discussions and negotiations or in the event of termination of this Agreement, the Recipient/ Receiving Party will promptly return to the other party or with the consent of the other party, destroy the Proprietary Information of the other party. Provided however, the Receiving Party shall retain copies if it is required to be retained for 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)

\_\_\_\_\_  
(Vendor)

NATIONAL HOUSING BANK

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

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 Vendor to NHB as a part of the outcome or deliverables under the SLA and which, in the opinion of NHB, requires any further study/analysis by any third party agency/institution depending on the requirement of the case, the same can be shared by NHB with such third party agency/institution for conducting such study/analysis and no prior consent of the Vendor is required for the same. Such report/finding/document delivered/ submitted by the Vendor to NHB shall become exclusive property of NHB and as such NHB shall not be bound by any restriction from disclosure of such report/ finding/ document or content thereof, being the Receiving Party.
10. This Agreement shall be governed and construed in accordance with the laws of India and shall be subjected to the Jurisdiction of courts at Delhi. It is agreed that any dispute or differences arising out of or touching this Agreement if not resolved amicably shall be referred to the arbitration as per clause \_\_\_\_\_ of the SLA executed between the parties hereto.

**11. Miscellaneous**

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

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of "HPI @ Market Price for Under Construction Properties" for NHB RESIDEX.**

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.

**BANK**                      **FOR** \_\_\_\_\_                      **FOR NATIONAL HOUSING**

Authorized Signatory

Authorized Signatory

Name:

Name:

Designation:

Designation:

Place:

Place:

Date:

Date:

WITNESSES:

1.

2.

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of "HPI @ Market Price for Under Construction Properties" for NHB RESIDEX.**

**Annexure XVII**

**(Format of Bank Guarantee)**

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

To  
**National Housing Bank**

\_\_\_\_\_

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

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

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of "HPI @ Market Price for Under Construction Properties" for NHB RESIDEX.**

Unless a demand for claim under this bank guarantee is made on the Bank in writing on or before \_\_\_\_\_, the Bank shall be discharged from all liabilities under this bank guarantee thereafter.

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

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

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

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

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

Notwithstanding anything contained herein:

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

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of "HPI @ Market Price for Under Construction Properties" for NHB RESIDEX.**

(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\_\_\_.

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**Annexure XVIII**

**CERTIFICATE**

I have read the Clause 6.38 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 bidder)**

**Date:**

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**Annexure- XIX**

**Format for declaration by the Bidder for Code of Integrity for Public Procurement**

Date: \_\_\_\_\_

To,  
(Name of the Officer)  
(Designation of the Officer)  
National Housing Bank (“Procuring Entity”)  
(Address of NHB)

Sir,

With reference to your Request for Proposal (RFP) No. \_\_\_\_\_ dated \_\_\_\_\_, I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement appended hereto.

I/ We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code.

Thanking you,

Yours sincerely,

Signature  
(Name of the Authorized Signatory and Seal)

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**(Appendix to the Declaration relating to Code of Integrity for Public Procurement)**

**Code of Integrity for Public Procurement**

1. The Procuring authorities as well as bidders, suppliers, contractors and Vendors should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

(i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

(ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

(iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

(iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(v) **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and

(vi) **“Obstructive practice”**: materially impede the Procuring Entity’s investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity’s rights of audit or access to information;

**2. Obligations for Proactive disclosures**

i) The Procuring authorities as well as bidders, suppliers, contractors and Vendors, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;

iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the Procuring Entity. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

### **3. Punitive Provisions**

Without prejudice to and in addition to the rights of the Procuring Entity to other penal provisions as per the bid documents or contract, if the Procuring Entity comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Procuring Entity may take appropriate measures including one or more of the following:

- (i) If his/its bids are under consideration in any procurement:
  - (a) Forfeiture or encashment of bid security;
  - (b) Calling off of any pre-contract negotiations; and
  - (c) Rejection and exclusion of the bidder from the procurement process.
  
- (ii) If a contract has already been awarded:
  - (a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
  - (b) Forfeiture or encashment of any other security or bond relating to the procurement;
  - (c) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate.
  
- (iii) Provisions in addition to above:
  - (a) Removal from the list of empanelled/registered suppliers and banning/debarment of the bidder from participation in future procurements of the Procuring Entity for a period not less than one year;
  - (b) In case of anti-competitive practices, information for further processing may be filed with the Competition Commission of India;
  - (c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

**(signature and seal)**

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**Annexure XX**

**List of Cities for Data Collection**

<b>State</b>	<b>City</b>	<b>Tier</b>
Andhra Pradesh	Vizag	Tier 2
	Vijayawada	Tier 2
Assam	Guwahati	Tier 2
Bihar	Patna	Tier 2
Chandigarh	Chandigarh (Tricity)	Tier 2
Chhattisgarh	Raipur	Tier 2
Delhi	Delhi	Tier 1
Gujarat	Ahmedabad	Tier 1
	Surat	Tier 2
	Vadodara	Tier 2
	Rajkot	Tier 2
	Gandhinagar	Tier 3
Haryana	Faridabad	Tier 2
	Gurugram	Tier 2
Jharkhand	Ranchi	Tier 2
Karnataka	Bengaluru	Tier 1
Kerala	Thiruvananthapuram	Tier 2
	Kochi	Tier 2
Madhya Pradesh	Indore	Tier 2
	Bhopal	Tier 2
Maharashtra	Mumbai	Tier 1
	Pune	Tier 1
	Nagpur	Tier 2
	Thane	Tier 3
	Pimpri Chinchwad	Tier 3
	Nashik	Tier 2
	Kalyan Dombivali	Tier 3

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

State	City	Tier
	Vasai Virar	Tier 2
	Navi Mumbai	Tier 3
	Mira Bhayander	Tier 3
	Panvel	Tier 3
	Chakan	Tier 3
Odisha	Bhubaneswar	Tier 2
Punjab	Ludhiana	Tier 2
Rajasthan	Jaipur	Tier 2
	Bhiwadi	Tier 3
Tamil Nadu	Chennai	Tier 1
	Coimbatore	Tier 2
Telangana	Hyderabad	Tier 1
Uttar Pradesh	Lucknow	Tier 2
	Kanpur	Tier 2
	Ghaziabad	Tier 2
	Meerut	Tier 2
	Noida	Tier 2
	Greater Noida	Tier 3
Uttarakhand	Dehradun	Tier 2
West Bengal	Kolkata	Tier 1
	Howrah	Tier 3
	Bidhan Nagar (Excluding Rajarhat)	Tier 3
	New Town Kolkata	Tier 3

**Request for Proposal: Engagement of External Agency for sourcing data on Unsold Properties (Both Under Construction & Ready to move in) for computation of “HPI @ Market Price for Under Construction Properties” for NHB RESIDEX.**

**Annexure XXI**

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

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD**

I / We, the authorized signatory of M/s ..... ,  
participating in the subject tender No . ..... for the item / job of  
..... , do hereby declare :

(i) That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.

(ii) That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of National Housing Bank for a period of one year from the date of committing such breach.

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory .....

Company Name .....