

ADDENDUM / CORRIGENDUM TO RFP FOR SUPPLY OF MANPOWER

We request a reference to Bank's RFP dated: March 10, 2018, for Supply of Manpower in National Housing Bank. In this regard, this is to inform all the bidders that it has been decided by the Bank to include Integrity Pact as part of the RFP document. Therefore, the Integrity Pact has been added at last of the RFP as Annexure K. Further, the details of Independent External Monitors for this RFP has also been added in the RFP document at Sr. No. 11 of Page No. 18. The format of Bidder's Information has also been updated along with payment of minimum wages, ESIC etc. wherever required.

The last date for submission of RFP has been extended upto April 09, 2018. All bidders are advised to be guided by the Terms & Conditions of the revised RFP and in case of any ambiguity/clarity may contact the Bank. The bids received as per revised RFP shall only be considered.

The revised RFP is appended below (please scroll down).

Request for Proposal

For Engagement of Agency for

Supply of Manpower

Administration Department
Head Office, National Housing Bank
Core 5-A, 4th Floor, India Habitat Centre,
Lodhi Road, New Delhi - 110 003
Phone: 011-24649031-35
E-Mail: ravi.singh@nhb.org.in

Note:- Technical bids will be opened in the presence of bidders who choose to attend.

<u>BID DETAILS</u>		
1.	Date of commencement of collection of Bid Documents	10/03/2018
2.	Pre- Bid meeting with Bidders(Date and Time)	20/03/2018 15:00 hrs
2.	Last date and time for collection of Bid Documents	09/04 /2018 17.00 hrs
3.	Last date and time for receipt of Bid Documents	09/04/2018 17.00 hrs
4.	Date and Time of opening of Technical Bid	10/04 /2018 15:00 hrs
5.	Cost of RFP	Rs. 5,000 /-(Non-refundable)
6.	Earnest Money Deposit Amount	Rs. 25,000/- (refundable) (Rs. Twenty Five Thousand Only)
7.	Place of opening of Bids	National Housing Bank, Head Office Administration Department Core 5-A, 4 th Floor, India Habitat Centre, Lodhi Road, New Delhi - 110003

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1. ABOUT NATIONAL HOUSING BANK

National Housing Bank (NHB) is an Apex Financial Institution formed under the Act of the Parliament with a mandate for Promotion, Development and Regulation of the Housing Finance Sector. NHB is a wholly owned subsidiary of the RBI.

Apart from regulating the housing finance companies (HFC), NHB also extends financial support by way of equity participation in HFCs and refinance facility to financial institutions such as Banks, HFCs, Co-operative Sector Institutions, Housing Agencies, etc. benefiting the masses both in urban and rural areas.

The head office of NHB is located in New Delhi and it has a regional office located at Mumbai and representative offices at Ahmedabad, Bangalore, Chennai, Hyderabad, Kolkata and Bhopal.

2. REQUIREMENT DETAILS

The Bank is an officer oriented, professionally managed institution with its headquarter in New Delhi and offices in Mumbai, Ahmedabad, Bangalore, Chennai, Hyderabad, Kolkata and Bhopal.

The Bank invites bid from the interested bidders to supply Executive Assistants (EAs)/Technical Assistants (TAs)/Processing Executives (PEs)/Processing Assistants (PAs)/ Senior Citizens (SCs)/Peons to the Bank's Head Office, Regional Office and RROs, as per Bank's requirement. The job profile for EAs / Sr. Citizens/ Processing Executives (PEs)/Processing Assistants (PAs) shall be clerical in nature, who should be proficient in working on Computers with knowledge in Microsoft office tools (viz. MS Word, MS Excel, MS Power-point) with good typing speed in English/Hindi. However, some of the EAs should have the capability of Hindi translation and some no. of personnel should possess technical knowledge to work as Technical Assistants (TAs) in the premises department. The minimum qualification for EAs/Sr. Citizens is Graduate in any stream from a recognized university/institutions. For Technical Assistants, minimum qualification is Degree/Diploma in Civil/Electrical engineering with minimum two years of

Experience. The total number of required EAs/Sr. Citizens/TAs/PAs/PEs is around 77. However, the number is tentative and may vary at any point of time. Further, if required, Bank may ask the vendor to supply manpower with certain expertise/qualification at any point of time.

The contract with the selected bidder will be for 3 years subject to yearly review.

3. DETAILS FOR REQUIREMENTS OF EA/TA/SC/PA/PE etc.

Sl. No.	Details	
1.	Designation	Executive Assistants (EA)/Senior Citizens (SCs)/ Technical Assistants (TAs)/Processing Assistants (PAs)/Processing Executives (PEs), Peons etc.
2.	Job Responsibility	<p>EAs/SCs/TAs/PAs/PEs:</p> <ul style="list-style-type: none"> • Will be assisting in the various departments/divisions/offices (RO / RROs) of the Bank. • Will be responsible for general/accounts/premises related activities such as ledger posting in register, voucher preparation, processing of bills in case posted in operation/Accounts Departments, maintaining of files, typing of documents, preparation of calculation sheets, updating inventory/records etc. The list of work given here is indicative. Bank has its own discretion to utilize the services of EAs/SCs/TAs/PAs/PEs wherever required. Further, the TAs will be responsible for looking after the activities of Premises Department which includes site inspection, complaint handlings/ disposal with proper records, assistance in preparing lay-out designs, utilization of office area, maintenance/AMC of Bank's assets / property etc. along with any work as assigned by the Bank from time to time.

3.	Qualification & Skills	<p>EAs/SCs: Bachelor Degree in any discipline with proficiency in computers, accounting skills, general administration, Good communication ability in Hindi and English, Knowledge of General Record Keeping, Pleasant disposition and reasonably good general knowledge.</p> <p>TAs: Minimum qualification is Degree/Diploma in Civil/Electrical engineering.</p> <p>PAs/PEs etc. Bank will prescribe the requirement details in terms of requisite qualification/skills etc. and vendor will have to supply the persons as per requirement.</p>
4.	Male or Female	Either.
5.	Experience	<p>EAs/SCs: Minimum 1 year experience of working as Assistants with knowledge and experience of General Record Keeping is desirable.</p> <p>TAs: Minimum two years of Experience in premises related activities in a reputed organization.</p> <p>PAs/PEs etc. Bank will prescribe the requirement details in terms of experience and vendor will have to supply the persons as per requirement.</p>
6.	Shift (Timing)	10.00 A.M. to 6.00 P.M. (Monday to Friday) The EAs/SCs/TAs/PAs/PEs etc. have to work beyond office hours as and when required by the respective Departments as also during holidays. In case of late arrival/early departure, Bank reserves the right to deduct leave/salary of the EAs/SCs/TAs/PAs/PEs etc.

7.	Provision against staff on leave	The bidding company has to provide if replacement in case any EAs/SCs/TAs/PAs/PEs etc. goes on leave beyond 4 working days at a stretch.
8.	Change of Staff	If in the opinion of NHB, a particular staff is not suitable, they would have to be replaced within 15 days of written intimation by NHB. The suitability and performance will be solely assessed by NHB.
9.	Posting to Offices at Different Places	Bank has its Head Office at Delhi and has Regional / Representative office at Mumbai, Hyderabad, Bangalore, Chennai, Kolkata Ahmedabad and Bhopal. The manpower agency will provide EAs/SCs/TAs/ PAs/PEs etc. depending upon the requirement at various offices of NHB.
10.	Personal Details	<p>The bidder should furnish the following respect of staff provided by them.</p> <ol style="list-style-type: none"> 1. Name 2. Age 3. Qualification 4. Address - Local 5. Address - permanent <p>Further, the manpower agency shall ensure that no criminal case/history is pending/exists against the staff provided and a declaration in this regard has to be provided by the manpower agency.</p>

In addition, the bidders will also have to supply Peons as per Bank's requirement. The peons should be at least matriculate.

Note: It shall be mandatory for the selected agency to provide the police verification report of all the staffs/executives being deployed at the Bank through outsourcing.

In addition to ESIC, the bidder will have to provide Mediclaim facility of up to Rs. 2 lacs for hospitalization, insurance of up to Rs. 3 lacs permanent disability and Rs. 5 lacs in case of death. The premium amount which will be incurred from the aforesaid insurance will be borne by the Bank and will be reimbursed by the Bank on production of insurance papers and premium paid receipt.

4. PAYMENT TERMS:

- i. Monthly Bills (consisting the wages payable to the employees deployed by the Service Provider and the service charges, GST etc) to be raised by the Service Provider on National Housing Bank by 5th of next month.
- ii. All monthly bills should be accompanied with the certificate declaring that the wages to their guards and supervisor are being paid as per the Minimum Wages Act (except when specifically mentioned by the Bank) and required deductions under EPF, ESI etc have been made/remitted as per the statutory requirement and deposited with appropriate authorities. On submission of the monthly bill along with the certificate as required, the payment will be released by the Bank after deduction of applicable taxes in accordance with the provision of income tax act / rules on the subject.

5. INSTRUCTION TO BIDDERS

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

- No binding legal relationship will exist between any of the Respondents and Bank until execution of a contractual agreement.
- The selected bidder will have to produce the labour license certificate within one month of placing of the contract.
- Each Bidder acknowledges and accepts that Bank may in its absolute discretion apply selection criteria specified in the document for evaluation

of proposals for short listing / selecting the eligible vendor(s). The RFP document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by the bidder.

- The bidder will, by responding to Bank for RFP, be deemed to have accepted the terms and conditions defined in the RFP.

- Bidders are required to direct all communications related to this RFP, through the Nominated Contact person:

Contact : Ravi Kumar Singh
Position : Regional Manager
Email : ravi.singh@nhb.org.in
Telephone : +91 - 11 - 39187125

Contact : Prabhat Ranjan
Position : Dy. Manager
Email : prabhat.ranjan@nhb.org.in
Telephone : +91 - 11 - 39187160

- Bank may, in its absolute discretion, seek additional information or material from any bidder after the 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 Bank, in its absolute discretion, deems that the originator of the question/query will gain an advantage by a response to a question/query, then Bank reserves the right to communicate such response to all Respondents.
- Queries / Clarification if any, may be sought from the contact persons detailed above before the deadline for submission of bids, between 10.00 am to 5.00 pm on any working days (Monday to Friday except holidays).
- Bank may, at its absolute discretion, engage in discussion or negotiation with any Bidder (or simultaneously with more than one Bidder) after the RFP closes, to improve or clarify any response.
- Bank will notify all short-listed Bidders in writing or by mail or by publishing in its website as soon as decision is taken on the outcome of their RFP. Bank is not obliged to provide any reasons for any such acceptance or rejection.

- The bids qualifying the Minimum Eligibility Criteria will be eligible for further evaluation and subsequently the bids which qualify both Minimum Eligibility Criteria and Technical Evaluation will be eligible for Commercial Evaluation. The Service Provider shall maintain up to-date record of its employees as per the Shops & Establishment Act and will discharge all obligations under various labour Laws viz. EPF Act, ESI Act, Gratuity Act, Bonus Act, Workmen's Compensation Act, Contract Labour (Regulation & Abolition Act), etc or under any other State/Union Legislation in respect of its employees and shall produce these records for verification as when demanded by the Bank.

6. PRE-BID MEETING

For the purpose of clarification of doubts of the bidders on issues related to this RFP, NHB intends to hold a Pre-Bid meeting on 20.03.2018 at 03:00 PM. The queries of all the bidders, in writing, should reach us by e-mail or by post on or before 20.03.2018, 3:00 pm on the address as mentioned above. It may be noted that no queries of any bidder shall be entertained which are received after the Pre-Bid meeting. Clarifications on queries will be given in the Pre-Bid meeting. Only the authorized representatives of the intended bidders, will be allowed to attend the Pre-Bid meeting.

7. RFP COST AND EARNEST MONEY DEPOSIT

The bidder has to submit earnest money deposit of Rs. 25,000 (Rs. Twenty Five Thousand only) (The EMD of unsuccessful bidder shall be refunded after completion of tendering process and the EMD of the selected vendor shall remain with NHB as security deposit till end of contract for which no interest will be paid on the EMD. The security deposit shall be released only after successful completion/satisfactory execution of the contract), by way of an e- payment in favour of National Housing Bank. Besides EMD, the bidders have to deposit Rs. 5000/- (nonrefundable) towards RFP cost. The Accounts details for e-payment 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, Core6, 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	110002658

The proof of the payment should be enclosed and put in the envelope containing the Technical Bid; in the absence of which the bid may not be considered for further evaluation. The bidders are also required to submit ECS Mandate Form as enclosed in Annexure-E.

The EMD security may be forfeited:

- If a Bidder withdraws its bids during the period of bid Validity.
- If a 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.

1. OTHER TERMS

8.1 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 the Bank and supporting documents and printed literature shall be written in English.

8.2 Masked Commercial Bid

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

8.3 Cost of Bidding

The bidder shall bear all the costs associated with the preparation and submission of bid and Bank will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

8.4 Bidding Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Document. Submission of a bid not responsive to the Bidding Document in every respect will be at the bidder's risk and may result in the rejection of its bid without any further reference to the bidder.

8.5 Amendment to Bidding Documents

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Document by amendments at the sole discretion of the Bank. All amendments shall be uploaded on Bank's website.

In order to provide, prospective bidders, reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

8.6 Period of Validity

Bids shall remain valid for **six months** from the date of its opening, as prescribed by the Bank. A bid valid for shorter period shall be rejected by the Bank as non-responsive.

8.7 Bid Currency

Prices shall be expressed in Indian Rupees only.

8.8 Submission of Bids

The tender bid (technical and Financial bid) is to be sent in separate sealed cover envelopes only, failing which, the bid may be rejected. These two sealed envelopes are to be put in a third envelop superscribing "**Quotation for Engagement of Agency for Supply of Manpower**" and should be sent to following address by 02.04.2018 on or before 05:00 PM:

**The Dy . General Manager
Administration Department
National Housing Bank
4th Floor, Core 5A,
India Habitat Centre,
Lodhi Road, New Delhi - 110003**

The Technical bids will be opened on 03.04.2018 at 12:00 PM. However, for opening the financial bids of the bidders who technically qualify, date & time will be intimated to the respective bidders by e-mail and/or by phone. The representatives of bidders can participate in Tender opening process.

8.9 Late Bids

Any bid received by the Bank after the due date of submission of bids will be rejected and/or returned unopened to the Bidder, if so desired by him.

8.10 Modifications and/or Withdrawal of Bids

- Bids once submitted will be treated as final and no further correspondence will be entertained by the Bank in this regard.
- No bid will allowed to be modified after the due date of submission of bids.
- No bidder shall be allowed to withdraw the bid, if the bidder happens to be a successful bidder.

8.11 Content of Documents to be Submitted

8.11.1 Documents required in Technical Bid Envelope (Sealed Cover):

- 8.11.1.1** Undertaking Letter as per part “I” of Annexure –‘A’.
- 8.11.1.2** Bidder’s information as per part “II” of Annexure-‘A’.
- 8.11.1.3** Compliance Statement Declaration – Annexure-‘B’
- 8.11.1.4** Pre-Qualification Criteria – Annexure – ‘C’
- 8.11.1.5** Format for Commercial Bid Annexure – ‘D’, Part - I
- 8.11.1.6** Format for Commercial Bid Annexure – ‘D’, Part - II
(masked only)
- 8.11.1.7** ECS Mandate Format – Annexure – ‘E’
- 8.11.1.8** Letter of Competency in the format Annexure-‘F’
- 8.11.1.9** Resolution Matrix in the format in Annexure-‘G’
- 8.11.1.10** Service Level Agreement-Annexure ‘H’
- 8.11.1.11** Confidentiality –Cum-Non Disclosure Agreement-Annexure ‘I’
- 8.11.1.12** Format of Bank Guarantee- Annexure ‘J’
- 8.11.1.13** Format of Pre-Contract Integrity Pact - Annexure - 'K'

8.11.2 Documents required in Commercial Bid Envelope (Sealed Cover):

Commercial offer: The offer should be as per commercial bid format in Annexure ‘D’ Part – II. In case of any variation (upward or down ward) in Government levies/taxes/duties etc. up-to the date of invoice, the benefit or burden of the same shall be passed on or adjusted to the Bank.

2. PENALTY CLAUSE

The Bank expects basic service level from the firm.

The selected bidder will have to deploy the manpower as desired by the Bank within 15 days’ time.

In case any Executive Assistant/Technical Assistant/Senior Citizen, resigns/leaves the job without any notice (one month) period then the firm has to ensure to send minimum 4 CV's / Bio Data of the candidates with requisite qualification and experience within a period of three working days to enable the Bank to select a suitable substitute. However, in case the EAs/TAs/Sr Citizens may leave the services after giving one month's notice period and the vendor will have to provide a suitable reply within 15 days' time.

In case they fail to comply with the requirement given above a penalty of one percent of annual service charge per day delay may be charged by the Bank, up to a maximum of 10%. In case the delay is more than ten days the Bank reserves the right to terminate the contract by giving one month notice and also the EMD amount of Rs. 25, 000/- deposited by the firm may be forfeited.

3. BIDDING PROCESS (TWO STAGES)

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

- Technical bid Part I
- Commercial bid Part II

The bidder will have to submit the Technical bid and Commercial portion of the bid separately in two separate red lac-sealed envelopes (wax seal), duly superscribing "**Quotation for Engagement of Agency for Supply of Manpower**", "**TECHNICAL BID**" or "**COMMERCIAL BID**" as the case may be.

TECHNICAL BID shall not contain any pricing or commercial information.

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

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

4. BID OPENING AND EVALUATION

The Bank will open the technical bids, in the presence of Bidders representative who choose to attend, at the time and date mentioned in Bid document at the address mentioned on page 2 at **point no. 7** in "Bid Details".

The bidders or their representatives who are present shall sign register as an evidence of their presence. In the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the appointed time and place on next working day.

In the first stage, only TECHNICAL BID will be opened and evaluated. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed. In the second stage, the COMMERCIAL BID of short-listed bidders will be opened. Bank reserve right to accept or reject any technical bid without assigning any reason thereof.

Decision of the Bank in this regard shall be final and binding on the bidders.

Commercial bids of those bidders whose technical bids are found suitable by the Bank shall only be opened.

5. CLARIFICATIONS ON BIDS

To assist in the examination, evaluation and comparison of bids the Bank may, at its discretion, ask the bidder for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

6. PRELIMINARY EXAMINATION

The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information has been

provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

The bid determined as not in order as per the specifications will be rejected by the Bank.

7. CONTACTING THE BANK

Any effort by bidder to influence the Bank in the Bank's bid evaluation, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Bank's decision will be final and without prejudice and will be binding on all parties.

8. BANK'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

The Bank reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the Bank's action. Bank reserves the right to select more than one bidder keeping in view its large requirements.

9. SIGNING OF CONTRACT.

The successful bidder(s) to be called as vendor, shall be required to enter into a Service level Agreement (SLA) with the Bank, within 7 days of the award of the tender or within such extended period as may be specified by the Bank.

10. PRE-CONTRACT INTEGRITY PACT

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. *(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)*

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

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

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

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

12. INDEPENDENT EXTERNAL MONITORS (IEM)

The details of IEMs appointed for the purpose of this RFP is as under:

(1) Sh. Kishore Kumar Sansi
E-mail ID: kishoresansi1@gmail.com

(2) Sh. Rakesh Rewari
E-mail ID: r_rewari@yahoo.com

ANNEXURE - A

Part - I:

Letter to be submitted by bidder along with bid documents

To
The Dy. General Manager
Administration Department
National Housing Bank,
Head Office
Core 5-A, 4th Floor, India Habitat Centre, Lodhi Road, New
Delhi - 110003

Sir

Reg: Our bid for Engagement of Agency for supply of Manpower

We submit our Bid Document herewith.

If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

We understand that if our Bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.

We understand that you are not bound to accept the lowest or any bid received by you, and you may reject all or any bid; you may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever.

We understand that the names of short listed bidders after the completion of first stage (Technical Bid) and the name of the successful bidder to whom the contract is finally awarded after the completion of the second stage (Commercial Bid), shall be communicated to the bidders either over phone/e-mail/letter.

Dated at _____/ _____day of _____ 2018.

Yours faithfully,

For _____

Signature _____

Name _____

Address _____

(Authorised Signatory)

Annexure - A, Part - II : Bidder Information

S. No.	Information	Particulars / Response		
1.	Company/Agency Name along with no of manpower provided in other organizations.			
2.	Date of Incorporation			
3.	Type of Company [Govt/PSU/Pub. Ltd / Pvt. Ltd/other]			
4.	Registration No. and date of registration. Registration Certificate to be enclosed			
5.	Address of Registered Office with contact numbers [phone /fax]			
6.	Registration No. under Shops & Commercial Establishment Act (Proof to be enclosed)			
7.	Licence No. under Contract Labour Act (Regulation And Abolition), 1971 (Copy of licence)			
8.	Licence No. issued by Labour Department for engagement/out sourcing for Manpower (Copy of licence)			
9.	EPFO Registration No. (Proof to be enclosed)			
10.	ESIC Registration No. (Proof to be enclosed)			
11.	PAN No			
12.	GST No.			
13.	GST State of Registration			
14.	Principle Place of Business			
15.	Contact Details of Bidder authorized to make commitments to NHB			
16.	Name			
17.	Designation			
18.	Mail ID			
19.	Company Head Office and Addresses Contact Person(s)			
20.	Any pending or past litigation (within three years)? If yes please give details Also mention the details of claims and complaints received in the last three years (About the Company / Services provided by the company).	Yes/No/Comments (if option is 'Yes') (If option is 'Yes' Bidder may Not be considered)		
21.	Please mention turnover and Net Profit/Loss for last three years and include the copies of Balance Sheet in support of it.	Year	Turnover	Net Profit/Loss(-)
		2014-15		
		2015-16		
		2016-17		

Audited/CA certificate of Balance sheet and Profit & Loss accounts for last 3 years to be submitted. Further, documentary support in respect of all the information furnished in table above are to be provided and these documentary supports should be acceptable to the Bank.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

ANNEXURE-B

COMPLIANCE STATEMENT DECLARATION

Terms and Conditions

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc.

(Any deviation may result in disqualification of bids).

Signature:

Seal of company

Technical Specification

We certify that the systems/services offered by us for tender confirms to the specifications stipulated by you with the following deviations

List of deviations

1) _____

2) _____

3) _____

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

Signature:

Seal of company

Pre-Qualification Criteria (P.Q.C)

1. The bidding company must be a limited company.
2. The bidding company must have its presence in Delhi/NCR, Mumbai and should be able to provide manpower in other offices of the Bank, if Bank so desires.
3. The bidding company must be ISO 9001:2015 or higher certified. This implies that the bidding organization is process driven.
4. Average turnover of the bidding company for the last 3 years should be minimum 15 cr.
5. The bidding company must possess requisite Government clearance/certificates/registered with respective Government department towards carrying out the business of manpower supply.
6. The bidder must be GST registered.
7. The bidding company must have supplied manpower in at least 3 Government/PSU/Banks/FIs in India in the last 3 years.

N.B - The bidder has to provide the documentary proof against each P.Q.C. points failing which the bidder shall be considered as not eligible.

FINANCIAL BID

Part - I (Information on current set-up)

- The salary/wages for EAs/Sr. Citizens will be minimum monthly wages for skilled worker as defined by the State Government of the respective states or Rs. 17,916/-* whichever is higher. The salary/wages for Peons will be minimum monthly wages for un-skilled worker as defined by the State Government of the respective states or Rs. 13,350/-* whichever is higher.
- The monthly wages being paid to the other assistants/executives is as under:

Sr. No.	Designation	Payment
1.	Site Engineer	Rs. 32,000
2.	CA/CMA Inter	Rs. 30,000
3.	Processing Assistant	Rs. 30,000
4.	Processing Executive	Rs. 40,000

** Following will be paid in addition to the wages:*

- 1. Conveyance: Whenever the EAs/TAs/SCs/PEs/PAs etc. are deputed on official work from office to some other place, he/she may be paid conveyance from office to destination and back, which shall be paid by the Bank to the Agency subject to verification and authentication by the respective departmental heads/concerned officials of the Bank.*
- 2. Overtime: Whenever the EAs/TAs/SCs/PEs/PAs etc. is required to work for the official purposes beyond the office hours and/or holidays, Bank will pay OT charges of Rs. 85/- per hour to the EAs/TAs/SCs/PEs/PAs etc. which shall be paid by the Bank to the Agency.*

Part - II

COMMERCIAL BID FORMAT

Sr. No.	Particulars	Amount in Rs.
1.	Service Charge per EAs/Sr. Citizens/TAs/PAs/PEs etc. per month	
2.	Any other charges per EAs/Sr. Citizens/TAs/PAs/PEs etc. per month	
Total		

Note :

1. GST shall be paid on actual basis

“L1 Criteria - The minimum total amount (i.e. total of service charges + other charges) as given in commercial bid will be considered for computing L1”

Annexure - E

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 vendor/supplier _____

2. Address of the vendor/supplier _____

City _____ Pin Code _____

E-mail id _____

Phone / Mobile No. _____

Permanent Account Number (PAN) _____

Service Tax Registration No. _____

TIN No. _____

3. Particulars of Bank Account

A. Name of Account same as in the Bank _____

B. Name of the Bank _____

C. Name of the Branch _____

D. Address of the Branch with Tel No. _____

E. Account No. (appearing in Cheque book)

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

G. MICR No.

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

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

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

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

Place:

Date:

Authorized Signatory/ies

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

Bank's Stamp:

Date:

Signature of the Authorized Official of the Bank

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 etc.

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

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

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Resolution Matrix

[To be submitted along with Technical Bid]

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

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

Authorized Signatories

(Name & Designation, seal of the company)

Date:

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

Service Level Agreement

THIS SERVICE LEVEL AGREEMENT (hereinafter referred to “the **Agreement**”) is made on this _____ day of the month of _____, 201_, between,

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

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

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

WHEREAS

- (A) NHB intends to hire the Consultant for _____, as detailed in the Request for Proposal no. _____ on _____ (date) (includes Corrigendum/Clarification issued) (hereinafter collectively referred to the “**RFP** (attached hereto as **Appendix- I**).
- (B) The Consultant, after being selected through open tendering process by way of floating the RFP by NHB followed by evaluation of Technical and Commercial Bids of the Bidders, has accepted/agreed to provide the services on the terms and conditions set forth in in the RFP, and the letter of award no. _____ dated _____ (“LoA”) (attached hereto as **Appendix- II**) issued by NHB;
- (C) The Consultant has accepted and agreed to provide the Services in accordance with terms and conditions of RFP and the LoA.
- (D) In terms of the RFP, NHB and the Consultant have agreed to enter into this definitive service level agreement in the manner hereinafter appearing:

NOW THEREFORE the Parties hereby agree as follows:

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) “Deliverables” means and includes the major deliverables as specified in Clause _____ of the RFP.
- (d) “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- (e) “Personnel” means persons hired/to be hired by the Consultant as employees and assigned to the performance of the Services or any part thereof.
- (f) “Project” means collectively the Services and the Deliverables to be provided as detailed in the RFP.
- (g) “Services” or “Scope of Work” means and includes the scope of work to be performed by the Consultant as set out in Clause _____ of the RFP.
- (g) “Starting Date” means the date referred to in Clause-2.2 hereof;
- (h) “Third Party” means any person or entity other than NHB and the Consultant.

1.2 Principles of Interpretation

In this Contract, unless the context otherwise requires:

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

1.3 Purpose

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

1.3.2 Performance of the Scope of Work

The Consultant shall perform all the services as set out in the Scope of Work and complete the Deliverables within the prescribed 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 the date of acceptance of the LoA by the Consultant unless the period is extended in accordance with this Agreement.

1.3.4 Contract Price

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

1.4 Relation between the Parties

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

1.5 Language

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

1.6 Headings

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

1.7 Notices

1.7.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to

whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the following address:

For NHB:

Attention: _____

Facsimile: _____

For the Consultant:

Attention: _____

Facsimile: _____

1.7.2 Notice will be deemed to be effective as follows

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

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

1.8 Location

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

1.9 Authority of Consultant

The Consultant hereby authorize _____ to act on their behalf in exercising the entire Consultant's rights and obligations towards NHB under this Contract, including without limitation the receiving of instructions and payments from NHB.

1.10 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

- (a) On behalf of NHB by _____ or his designated representative;
- (b) On behalf of the Consultant by _____ or his designated representative.

1.11 Taxes and Duties

The Consultant and the personnel shall pay the taxes including service tax duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this Agreement and NHB shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Agreement will become effective for the date of signing by both the Parties. In case the Agreement is signed in different dates, the same will be effective from the date it is signed by the last Party.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services immediately viz. from the date of acceptance of LoA (the "Starting Date"), or on such date as the Parties may agree in writing.

2.3 Expiration of Contract

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

2.4 Entire Agreement

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

2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services/Scope of Work, may only be made by written agreement between the Parties and shall not be effective until the consent of the Parties has been obtained. Pursuant to Clause-5.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.6 Force Majeure

2.6.1 Definition

In the event of either Party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of

the Party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

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

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

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

2.6.2 No Breach of Contract

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

2.6.3 Measures to be taken

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

2.6.4 Extension of Time

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

2.6.5 Consultation

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

2.7 Suspension

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

2.8 Termination

2.8.1 By NHB

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

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

2.8.2 Cessation of Rights and Obligations

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

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

2.8.3 Cessation of Services

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

2.8.4 Payment upon Termination

Upon termination of this Contract pursuant to Clauses-2.8.1 hereof, NHB shall make the following payments to the Consultant:

- (a) Remuneration pursuant to Clause-4 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) Reimbursable expenditures pursuant to Clause-4 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) Except in the case of termination pursuant to paragraphs (a) to (d) of Clause-2.8.1 hereof reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultant's personnel and their eligible dependents.

3.0 OBLIGATIONS OF THE CONSULTANT

3.1 Standard of Performance

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

3.2 Law Governing contract

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

3.3 Conflict of Interest

The Consultant 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 Consultant Not to Benefit from Commissions, Discounts etc.

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

3.5 Consultant and Affiliates not to be otherwise interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and its affiliates shall be disqualified from providing goods, works or services resulting from or directly related to the Consultant's Services for the preparation or implementation of the Project.

3.6 Prohibition of Conflicting Activities

The Consultant 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 Consultant 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 Consultant and the 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 Consultant and NHB.

3.8 Insurance to be taken out by the Consultant

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

3.9 Liability of the Consultant

The Consultant 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 Consultant in such performance, subject to the following limitations:

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

3.10 Indemnification of NHB by the Consultant

The Consultant 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, but not limited to, legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) a wrongful action, negligence or breach of contract by the Consultant or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Consultant or its personnel; and/or (iii) any claim made by employees who are deployed by the Consultant against the Bank; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statutes/various labour laws by the Consultant to its employees; and/or (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights.

3.11 Limitation of Liability

- (i) The Consultant's aggregate liability, in connection with obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to _____ times the total contract value.
- (ii) The Consultant'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 service Provider shall be actual.

- (iii) Under no circumstances, NHB shall be liable to the Consultant for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if the has been advised of the possibility of such damages.

3.12 Consultant's Actions Requiring Owner's Prior Approval

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

3.13 Reporting Obligations

The Consultant 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 Consultant to be the Property of NHB:

All software, algorithms, reports and other documents prepared/developed by the Consultant in performing the Services shall become and remain the property of NHB, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to NHB, together with a detailed inventory thereof. The Consultant may retain a copy of such documents shall not use them for purposes unrelated to this Contract without the prior written approval of NHB.

3.15 Consultant's Personnel

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

The Consultant shall strictly comply with all applicable labour laws and such other statutory Laws in relation to the services to be provided and the personnel engaged by the Consultant 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 the Bank and said personnel so engaged by the Consultant.

The Consultant shall be responsible for making appropriate deductions in respect of income tax and any other statutory deductions under laws in respect of its personnel/employees engaged by the Consultant under this Agreement. The Consultant agrees to indemnify NHB in respect of any claims that may be made by statutory authorities against NHB on in respect of contributions relating to its personnel/employees engaged by the Consultant 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 Consultant.

3.16 Non-Compete

The Consultant 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 Transfer of this Agreement:

The Consultant will inform the Bank about any change in its ownership. The Consultant will ensure that the NHB's interest will be protected with utmost care.

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 Consultant for carrying out the assignment under the Contract.

4.2 Payment Terms

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

The Consultant 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 Consultant as per the payment schedule given in the RFP. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.

4.3 Non-Solicitation:

NHB agrees not to make an offer for employment to any personnel provided/deployed by the Consultant under this Agreement, and, not to accept an 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 good faith 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

5.2 Operation of the contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the Term of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them and without detriment to the interest of either of them and that, if during the tenure of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no-failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause-7 hereof.

5.3 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.

6.0 JURISDICTION AND APPLICABLE LAW

This agreement including all matter 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 subject to exclusive jurisdiction of the Indian Courts at Delhi.

7.0 SETTLEMENT OF DISPUTES

All disputes and/or differences, which may arise out of, in relation to, or in connection with this Agreement, or the breach thereof, shall be settled amicably. If, however, the parties are not able to solve them amicably without undue delay, the same shall be settled by arbitration in accordance with the rules & procedures under the Indian Arbitration & Conciliation Act, 1996 (as amended from time to time). The place of the arbitration shall be at New Delhi. The arbitration tribunal shall consist of sole i.e. 1(one) arbitrator appointed by the Executive Director (in charge of the _____ Department of NHB,). The arbitrator shall be appointed within fifteen (15) days from the date of first recommendation for an arbitrator in written form for a Party to the other. The award of arbitrator made in pursuance thereof shall be final and binding on the parties. All costs of the arbitration shall be borne equally by the Parties.

Notwithstanding, it is agreed that the Consultant shall continue work for the assignment under this Agreement during the 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF NATIONAL HOUSING BANK [OWNER]

By _____
Authorized Representative

**FOR AND ON BEHALF OF LIASES FORAS REAL ESTATE RATING &
RESEARCH PVT. LTD. [CONSULTANT]**

By _____
Authorized Representative

Place:

Date:

CONFIDENTIALITY -CUM- NON DISCLOSURE AGREEMENT
(To be executed on a non- judicial stamp paper)

This Confidentiality -cum-Non Disclosure Agreement is entered into at New Delhi on thisdayof _____, 201___, between;

_____, a limited liability partnership firm incorporated _____, having its Registered Office at (hereinafter called "the Consultant"); and

the National Housing Bank, a bank constituted under the National Housing Bank Act,1987 (Central act No. 53 of 1987) having its Head Office at Core-5A,5th Floor, India Habitat Centre, Lodhi Road, New Delhi-110003; (herein after referred to as "NHB")

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

Now this Agreement witnesseth:-

1. **Proprietary Information:** As used in this Agreement, the term Proprietary information shall mean as all trade secrets or confidential or Proprietary information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary information is disclosed by the Disclosing Party to the Recipient/Receiving Party. Notwithstanding the forgoing, 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 under this Agreement.
 - b) The term confidential information shall mean and include all written or oral information (including information received from third parties that the Disclosing Party is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential Information shall also mean, software programs, technical data, methodologies, know how, processes, designs, customer names, prospective customer's names, customer information and business information of the Disclosing Party.
 - c) Confidential information does not include information which:
 - (i) is publicly available at the time of its disclosure; or
 - (ii) becomes publicly available following disclosure; or
 - (iii) is already known to or was in the possession of Recipient/Receiving party prior to disclosure under this Agreement; or
 - (iv) is disclosed to the Recipient/Receiving party from a third party, which party is not bound by any obligation of confidentiality; or
 - (v) is or has been independently developed by the Recipient/Receiving party without using the confidential information;
 - (vi) is disclosed with the prior consent of the disclosing party.
3. **Non -Disclosure of Proprietary Information:** For the period during the agreement or its renewal, the Recipient/Receiving Party will:
- a) Use such Proprietary Information only for the purpose for which it was disclosed and without written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
 - b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance and
 - c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

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

_____ NATIONAL HOUSING BANK

(Consultant)

7. Term: The obligation pursuant to clause 2 and 3 (Confidentiality & Non-Disclosure of Proprietary Information) will survive for a period of _____ years from the termination of the SLA.
8. The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available to the parties under law.
9. This Agreement shall be governed and construed in accordance with the laws of India and shall be under 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.

10. Miscellaneous

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

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

FOR _____

FOR NATIONAL HOUSING BANK

Authorized Signatory

Authorized Signatory

Name:

Name:

Designation:

Designation:

Place:

Place:

Date:

Date:

(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 registered office at _____ (hereinafter referred to as "the Consultant", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees), a contract for _____ under the _____ ("the RFP") (hereinafter referred as "the Contract") on terms and conditions set out, inter-alia, in the Service Level Agreement dated _____ and the Consultant having agreed to provide a Performance Bank Guarantee for the faithful performance of the entire "Contract" including the warranty obligations /liabilities under the contract Equivalent to _____% of the said value of the Contract if any, to NHB amounting to _____ (in words) 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) do hereby irrevocably guarantee and undertake to pay NHB merely on demand without any previous notice and without any demur and without referring to any other source, any and all monies payable by the Consultant by reason of any breach by the said Consultant of any of the terms and conditions of the said Contract including non-execution of the Contract at any time till _____ (day /month/ year). Any such demand made by NHB on the Bank shall be conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority. The Bank agrees that the guarantee herein contained shall continue to be enforceable till this sum due to NHB is fully paid and claims satisfied or till NHB discharges this Guarantee.

NHB shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time of performance by the Consultant. 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 guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between NHB and the Consultant or any other course or remedy or security available to NHB and the Bank shall not be released of its obligations/ liabilities under these presents by any exercise by NHB of his liberty with reference to the matters aforesaid or any of them or by reasons of

any other act or forbearance or other acts of omission or commission on part of NHB or any other indulgence shown by NHB or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee. The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of NHB.

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

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

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

Notwithstanding anything contained herein:

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

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

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

Note: Return of this document to us by any person before the aforesaid date will, however, extinguish our liability as on the date of return.

(Signature)

Designation/Staff Code No.

Bank's seal

Attorney as per power of Attorney No. Dated

Pre Contract Integrity Pact

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

This pre-bid/pre-contract Agreement (hereinafter called “**this Integrity Pact**”) is made on _____ day of _____ 201____, between, the National Housing Bank, a bank established under the provisions of the National Housing Bank Act, 1987 having its Head Office at Core 5A, India Habitat Centre, Lodhi Road, New Delhi-110003 represented through Shri/Ms _____, (Designation) (hereinafter called “NHB”, which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the First Part

AND

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

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

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

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

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

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

following transparent procedures.

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

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

1. Commitments of NHB

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

3. Commitments of Bidders

- 3.1** Compliance of the Instructions of GOI/Guidelines of CVC/Others: The Bidder undertakes that in case of its selection as the successful Bidder, it shall perform its duties under the Contract in strict compliance of the relevant and extant instructions of Government of India, GFR issued by Ministry of Finance, Guidelines of CVC and provisions of the Procurement Manual/relevant instructions of NHB, as applicable to the subject matter.
- 3.2** The Bidder represents that it has the expertise to undertake the assignment/contract and also has the capability to deliver efficient and effective advice/services to NHB under the contract in terms of the RFP.
- 3.3** The Bidder commits itself to take all measures necessary to prevent corrupt

practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- (a) The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NHB, connected directly or indirectly with the Bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the Bidding, evaluation, contracting and implementation of the contract.
- (b) The Bidder has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NHB or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- (c)* The Bidder shall disclose the name and address of its agents and representatives including its foreign principals or associates.
- (d)* The Bidder shall disclose the payments to be made by it to agents/brokers or any other intermediary, in connection with this Bid/contract.
- (e)* The Bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to NHB or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect or any such intercession, facilitation or recommendation.
- (f) The Bidder, either while presenting the Bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of NHB or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- (g) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- (h) The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- (i) The Bidder shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by NHB as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- (j) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (k) The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- (l) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly is a relative of any of the officers of NHB or alternatively, if any relative of an officer of NHB has financial interest/stake in the Bidders firm, the same shall be disclosed by the Bidder at the time of filing of tender.
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- (m) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of NHB.
- (n) The Bidders shall disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (o) The Bidder has not entered into any undisclosed agreement or understanding with other Bidders with respect of prices, specifications, certifications, subsidiary contracts, etc.

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

- (a) The Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of NHB, while rendering any advice or service.
- (b) The Bidder shall act/perform, at all times, in the interest of NHB and render any advice/service with highest standard of professional integrity.
- (c) The Bidder undertakes that in case of its selection as the successful Bidder, it shall provide professional, objective, and impartial advice and at all times and shall hold NHB's interests paramount, without any consideration for future work, and that in providing advice it shall avoid conflicts with other assignments and its own interests.
- (d) The Bidder declares/affirms that it has not been hired by NHB for any assignment that would be in conflict with its prior or current obligations

to other employers/buyers, or that may place it in a position of being unable to carry out the assignment/contract in the best interest of NHB. Without limitation on the generality of the foregoing, the Bidder further declares/affirms as set forth below:

- (i) **Conflict between consulting activities and procurement of goods, works or non-consulting services (i.e. services other than consulting services)** - The Bidder has not been engaged by NHB to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the Bidder. The Bidder is fully aware that it shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Further, the Bidder is also aware of the fact that in case it has been hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services) resulting from or directly related to the consulting services for such preparation or implementation.

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

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

manner acceptable to NHB throughout the selection process and the execution of the contract.

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

4. Previous Transgression

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

5. Accountability

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

6. Personal Liability

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

7. Transparency and Competitiveness

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

8. Co-operation in the Processes:

The Bidder shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of contractual obligations by the Bidder.

9. Sanctions for Violations

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However the proceedings with the other Bidder(S) would continue.
- (ii) The Earnest Money Deposit (in 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 cancellation / rescission and NHB shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

- (vii) To debar the Bidder from participating in future Bidding process of NHB for a minimum period of five year which may be further extended at the discretion of NHB.
- (viii) To recover all sums paid in violation of this Integrity Pact by Bidder(S) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by NHB with the Bidder, the same shall not be opened.
- (x) Forfeiture of Performance Bond/PBG in case of a decision by NHB to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.

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

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

10. Fall Clause:

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

11. Disqualification & Forfeiture of EMD/PBG etc

The Bidder(s) agree(s) that:

- (a) Prior to award of contract or during execution of the contract, if the

Bidder (s) has/have committed any transgression/breach of this Integrity Pact, NHB is entitled to disqualify the Bidder(s) from the tendering process/terminate the contract.

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

12. Independent Monitors:

- 12.1** NHB has appointed independent external monitor (hereinafter referred to as "the Monitors") for this Integrity Pact in conciliation with the Central Vigilance Commission (Name and Addresses of the Monitors to be given).
- 12.2** The task of the Monitors shall be to review independently and objectively whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- 12.3** The Monitors shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.
- 12.4** Both the Parties accept that the Monitors have the right to access all the documents relating to the project procurement including minutes of meeting.
- 12.5** As soon as the Monitor notices, or has reason to believe a violation of this Integrity Pact, he will so inform the Authority designated by NHB.
- 12.6** The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of NHB including that provided by the Bidder. The Bidder will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents (s) of the Bidder/sub-contractor with confidentiality.
- 12.7** NHB will provide to the Monitor sufficient information about all meetings among the Parties related to the project provided such meeting could have an impact on the contractual relations between the Parties. The Parties will offer to the Monitor the option to participate in such meeting.

12.8 The Monitor will submit a written report to the designated Authority of NHB within 8 to 10 weeks from the date of reference or intimation to him by NHB/Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

13. Facilitation of Investigation:

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

14. Law and Place of Jurisdiction:

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

15. Other Legal Action:

The action stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

16. Validity:

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

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

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

For National Housing Bank

(Authorised Signatory)

Witness

1. _____

(Name & Address)

2. _____

(Name & Address)

For Bidder

(Authorised Signatory)

Witness

1. _____

(Name & Address)

2. _____

(Name & Address)