

**Request for Proposal: Painting and repair work of National Housing Bank's flats located at Mumbai**

**RFP Reference no:- MRO/MRO/DOC/2025/00285**

**Request for Proposal (RFP)-  
Appointment of Contractor for  
Painting and repair work of NHB's flats located at Mumbai**

National Housing Bank,  
3<sup>rd</sup> Floor, Bombay Life Building  
45, Veer Nariman Road  
Fort, Mumbai-400001  
Email: [romum@nhb.org.in](mailto:romum@nhb.org.in)  
Phone:011-39187176

## Request for Proposal: Painting and repair work of National Housing Bank's flats located at Mumbai

### GLOSSARY

Abbreviation	Description
NHB	National Housing Bank
HO	Head Office, Delhi
RO	Representative Office
PSU	Public Sector Undertaking
PSB	Public Sector Bank
VC	Video Conference
EMD	Earnest Money Deposit
RFP	Request For Proposal
PBG	Performance Bank Guarantee
AMC	Annual Maintenance Cost
OEM	Original Equipment Manufacturer
ORS	Online Reporting Solution
SLA	Service Level Agreement

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

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### **1. IMPORTANT BID DETAILS**

1.	Date of commencement of Bidding/Tender/RFP Documents	12.08.2025
2.	Pre-Bid meeting with Bidders (Date and Time)	18.08.2025, 3:00 p.m.
3.	Last date and time for receipt of Bidding Documents	27.08.2025, 5:00 p.m.
4.	Date and Time of Technical Bid Opening	28.08.2025, 4:00 p.m.
5.	Earnest Money Deposit Amount	Rs. 50,000/- (For Non-MSE/ Non-Start-up bidder)
6.	Security Deposit Submission	Rs 50,000/- (Only applicable for successful bidder before issuance of work order, in case such bidder was exempted from EMD submission. In case EMD was already submitted by the successful bidder, the same shall be converted into Security Deposit for operational ease)
7.	Place of opening of Bids	National Housing Bank, 3 <sup>rd</sup> Floor, Bombay Life Building 45, Veer Nariman Road Fort, Mumbai-400001

**Note: -**

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

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## **2. National Housing Bank**

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

- a. NHB has been established to achieve, inter alia, the following objectives –
- To promote a sound, healthy, viable and cost effective housing finance system to cater to all segments of the population and to integrate the housing finance system with the overall financial system.
  - To promote a network of dedicated housing finance institutions to adequately serve various regions and different income groups.
  - To augment resources for the sector and channelize them for housing.
  - To make housing credit more affordable.
  - To supervise the activities of housing finance companies based on supervisory authority derived under the Act.
  - To encourage augmentation of supply of buildable land for housing and to upgrade the housing stock in the country.
  - To encourage public agencies to emerge as facilitators and suppliers of serviced land, for housing.
- b. The head office of NHB is located in New Delhi and regional offices located at Ahmedabad, Bengaluru, Bhopal, Bhubaneswar, Chandigarh, Chennai, Delhi, Guwahati, Hyderabad, Jaipur, Kolkata, Lucknow, Mumbai, Patna, Raipur & Ranchi.

## **3. Purpose:**

Selection of contractor for painting and repair work of Bank's flats located at Mumbai.

## **4. Objective:**

To ensure that the painting and repair work of the flats is carried out in compliance with the specifications of the CPWD Manual/General conditions of the contract.

## **5. Scope of Work:**

RBI/SBI/PSBs/FIs empanelled civil vendors for carrying out "Painting and Repair Works" for NHB's flats located at following places in Mumbai:

S.No.	Location	Number of Flats	Size of Flat
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			(approx. in sq feet)
1	Park West IV, Raheja Estate, Borivali (East), Mubai-400066	12	695-699
2	Moru Mahal, Dr. Ambedkar Road, Bandra West, Mumbai-400050	1	945

The flats can be visited by the prospective bidders before submission of bids.

### 6. Deliverables:

Painting and repair of the Bank's flats as per specifications and handing over of the flats in broom cleaned condition.

### 7. Period of Contract:

The scope of works shall be carried out in a phased manner. Immediately after awarding the work to the successful bidder the respective scope of works at flat located at Moru Mahal, Mumbai shall be completed within 15 days from the date of issue of work order and handed over in broom cleaned condition. Thereafter the respective scope of works at 12 NHB's flats located at Borivali shall be taken up in a phased manner as per convenience of the occupant senior executives and direction of the bank from time to time. However, the entire scope of works shall be completed within 4 months from the date of issue of work order.

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

#### **Note:**

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

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functions, activities, responsibilities or services (with applicable changes, if any) will be deemed to be implied by and included within the scope of services under this RFP and Bidder's response to the same extent and in the same manner as if specifically described in this RFP and Bidder's response.

### 8. Instructions to Bidders

#### 8.1 General :-

- All costs and expenses incurred by the Bidders in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by NHB, will be borne entirely and exclusively by the Bidder.
- No binding legal relationship will exist between any of the Bidders and NHB until 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.
- Each Bidder acknowledges and accepts that NHB may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible Consultant(s).
- Every Bidder will, by submitting his Bid in response to this RFP, be deemed to have accepted the terms of this RFP and the Disclaimer.
- Bidders are required to direct all communications related to this RFP, through the nominated Point of Contact persons, mentioned below:

Contact Persons:	
Puneet Chauhan Regional Manager puneet.chauhan@nhb.org.in 011-39187176	Amit Sinha Deputy General Manager amit.sinha@nhb.org.in 011-39187122

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- NHB may, in its absolute discretion, seek additional information or material from any Bidder/s even after the tender/RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- Bidders should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
- If NHB, in its absolute discretion, deems that the originator of any query will gain an advantage by any response to such query, then NHB reserves the right to communicate such response to all Bidders.
- Queries / Clarification if any, may be taken up with the contact person/s detailed above before the deadline for submission of Bids between 11 am to 5 pm on Monday to Friday, excluding public holidays.
- Bidder should not have been blacklisted/debarred from participation in the Bid process by any of the Department of Financial Services/Department of Expenditure of Ministry of Finance or NHB on the date of opening of the bid and/or on the date of signing of the contract.
- NHB will notify all short-listed Bidders in writing or by mail or by publishing in its website as soon as practicable about the outcome of their RFP. NHB is not obliged to provide any reasons for any such acceptance or rejection.

### **8.2 Pre-Bid Meeting**

For the purpose of clarification of doubts of the Bidders on issues related to this tender/RFP, NHB intends to hold a Pre-Bid meeting on the date and time as indicated in the RFP through online mode. The queries of all the Bidders, in writing, should reach by e-mail or by post on or before 17.08.2025 on the address as mentioned above. It may be noted that no query of any Bidder shall be entertained after the Pre-Bid meeting. Clarifications on queries will be given in the Pre-Bid meeting itself. Only the authorized representatives of the Bidders will be allowed to attend the Pre-Bid meeting.

Link for online meeting: [Click here](#)

### **8.3 Soft Copy of Tender/RFP Document**

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

#### **8.4 Erasures or Alterations**

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

#### **8.5 Amendment to the Bidding/Tender/RFP document**

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

#### **8.6 Language of Bid**

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

#### **8.7 Masked Commercial Bid**

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



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

### **8.8 Right to Alter Location / Quantities**

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

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

**The Tender application shall be submitted by the bidders in sealed envelope as under:**

**a) Separate sealed envelope comprising Part A: Technical Bid:**

1. Duly signed and stamped RFP document.
2. Bidder's information in the format as prescribed in **Annexure I**
3. Bidder Experience Details in the format **as prescribed in Annexure II;**
4. Compliance Statement Declaration in the format as prescribed in **Annexure III;**
5. Minimum Eligibility in the format **as prescribed in Annexure IV;**
6. Technical Bid Covering Letter in the format prescribed in **Annexure VI** along with **Annexure VA;**
7. Declaration Regarding Clean Track Record in the format prescribed in **Annexure VB;**
8. Technical Bid in the format prescribed in **Annexure VI;**
9. Masked Commercial Bid in the format prescribed in **Annexure VIII;**
10. ECS Mandate in the format as prescribed in **Annexure IX;**
11. Letter of competence format as prescribed in **Annexure X;**
12. Resolution Matrix in the format in **Annexure XI;**
13. Pre-Contract Integrity Pact in the format in **Annexure XII** *(The Pre-Contract Integrity Pact must 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 Bid by the Bidder)*
14. Service Level Agreement in the format in **Annexure XIII;**
15. Confidentiality-cum Non-disclosure Agreement in the format as prescribed in **Annexure XIV;**
16. Format of Bank Guarantee in the format as prescribed in **Annexure XV;**
17. Certificate as per clause 8.38 in the format as prescribed **Annexure XVI;**

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18. Bid Security Declaration in the in the format as prescribed **Annexure XVII**;
19. Code of Integrity in the format as prescribed in **Annexure XVIII**;
20. Empanelment letter with RBI/SBI/PSBs/FIs with valid empanelment as on 31.08.2025.

**b) Separate sealed envelope comprising Part B: Commercial Bid:**

1. The Commercial Bid Covering letter as per **Annexure VII**
2. Commercial Bid Format as per **Annexure VIII**

**c) Outer sealed envelope**

The outer sealed envelope must contain the above two envelopes (Part A: Technical Bid and Part B: Commercial Bid) super scribing "(RFP) for Painting and repair of Bank's flat at Mumbai.

*Note: Bids without the EMD amount will be rejected summarily.*

### 8.10 Bid Currency

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

### 8.11 Earnest Money Deposit (EMD)

- (a) All the Bids must be accompanied by a refundable interest free security deposit of Rs. 50,000/- (Rs. Fifty Thousand only), by way of an e-payment in favour of **National Housing Bank**.

The Accounts details are given below:

S.No	Type	Particulars
1	Beneficiary Name	National Housing Bank
2	Beneficiary Address	3 <sup>rd</sup> Floor, Bombay Life Building 45, Veer Nariman Road, Fort, Mumbai-400001
3	Beneficiary Bank Name	Canara Bank
4	Beneficiary Bank Branch Address	Fort Main, Warden House, Sir PM Road, Fort, Mumbai-400001
5	Type of Bank Account	Current account
6	Beneficiary Bank A/C No	0239201003212

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7	IFCS code of Bank branch	CNRB0000108
8	MICR No	400015024

- (b) The proof of the payment should be enclosed and put in the envelope containing the Technical Bid; in the absence of which the Bid may not be considered for further evaluation. The Bidders are also required to submit duly filled ECS Mandate Form as enclosed in **Annexure-X**.
- (c) For MSEs/ Start-up Bidders: Micro and Small Enterprises (MSEs)/ Start-up Bidders are exempted from submission of bid security i.e. earnest money deposit (EMD). However, in lieu of bid security, such Bidders are required to submit "EMD/Bid Security Declaration" undertaking that if they withdraw or modify their bid during the period of validity of the bid, or if they are awarded the contract and they fail to sign the contract/service level agreement within the time lines specified in the request for proposal (RFP), or fail to submit a performance bank guarantee within the specified timeline, they can be suspended/blacklisted at the discretion of the National Housing Bank, for a minimum period of 1 year from participating in any of its future request for proposals. Such declaration needs to be submitted, as per the format enclosed as Annexure-XIV, on their organization's letter head duly signed and stamped by their authorized signatory.
- (d) Further, the successful bidder shall deposit an amount equal to the EMD amount as security deposit by the method of the Performance Bank Guarantee, before initiating work.
- (e) Any Bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- (f) Any request for exemption from EMD will not be entertained, unless such exemption is provided by the Government of India.
- (g) Save as otherwise provided herein or in the definitive agreement, the EMD amount of all unsuccessful Bidders would be refunded on completion of the tendering process on or before 30 days post award of work/contract.
- (h) Save as otherwise provided herein or in the definitive agreement, the EMD amount of the successful Bidder will be refunded after execution of SLA and submission of PBG for value amounting to Rs.50,000/- as per terms of the RFP.
- (i) The EMD security may be forfeited:

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- If Bidder withdraws its Bid/s during the period of Bid validity;
- If Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract;
- In case of successful Bidder, if the Bidder fails to Sign the contract; and
- In case of any breach of the pre-contract Integrity Pact.

### 8.12 Implementation schedule

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

S.No	Purchase Order for	Delivery Schedule (From date of acceptance of work order/letter of award)
1.	Kick off meeting	2 days
2.	Completion of painting and repair work at Bank's flat located in Moru Mahal, Bandra	15 days
3.	Completion of painting and repair work at Borivali	3 months 15 days

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

### 8.13 Performance Bank Guarantee (PBG)

The successful Bidder will be required to provide performance bank guarantee (PBG) of value amounting to Rs. 50,000, in the form of bank guarantee from a scheduled commercial bank in the format as substantially prescribed in **Annexure-XV**. The PBG should be valid till at least 6 months beyond the expiry of contract period or such other extended period as NHB may decide. The PBG is required to protect the interest of NHB against the risk of non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions including labour laws and any other laws/rules/regulations, by the successful Bidder. Default in successful implementation of the conditions of the contract, may warrant the invoking of PBG, and also if any act of the Consultant/Bidder results into imposition of Liquidated Damages/penalty, then NHB reserves the right to invoke the Performance Bank Guarantee submitted by such Bidder. The decision of NHB as to non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions etc., shall be final and binding on the successful Bidder.

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### **8.14 Period of Validity of Bids**

- Prices and other terms offered by Bidders must be valid for a period of 6 months from the date of submission of commercial Bid for acceptance by NHB.
- In exceptional circumstances NHB may solicit the Bidders' consent for extension of the period of validity. Any such request and response thereto shall be made in writing. The Bid security/EMD provided shall also be extended.

### **8.15 Format and Signing of Bids**

Each Bid shall be submitted in two parts:

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

### **8.16 Sealing and Marking of Bids**

- All the envelopes shall be addressed to NHB at the address given below:  
Deputy General Manager  
National Housing Bank  
3<sup>rd</sup> Floor, Bombay Life Building  
45, veer Nariman Road  
Mumbai – 400001
- All envelopes should indicate on the cover the name and address of Bidder along with contact number.
- The Bidder shall seal the envelopes containing Technical and Commercial proposals separately.
- The envelope should be non-window and separately super scribed as **"Technical Proposal for Painting and repair work of NHB's flats located at Mumbai"**, and

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**"Commercial Proposal for Painting and repair work of NHB's flats located at Mumbai", as applicable.**

- If the envelop is not sealed and marked, NHB will assume no responsibility for the Bid's misplacement or its premature opening.
- Bids not sealed properly shall not be considered and will stand rejected without recourse.

### **8.17 Deadline for submission of Bids**

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

### **8.18 Late Bids**

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

### **8.19 Opening of Bids by NHB**

- On the scheduled date and time, Bids will be opened by NHB Committee in presence of Bidder representatives who will attend the meeting on the specified date and time.
- **Place of Opening of Technical Bids:** National Housing Bank, 3<sup>rd</sup> Floor, Bombay Life Building, 45, Veer Nariman Road, Mumbai-400001
- The Bidder name and presence or absence of requisite EMD and such other details as NHB, at its discretion may consider appropriate, will be announced at the time of Technical Bid opening.

### **8.20 Clarification of Bids**

During evaluation of Bids, NHB, at its discretion, may ask the Bidder for clarification of its

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Bid. The request for clarification and the response shall be in writing, and no change in the substance of the Bid shall be sought, offered or permitted.

### **8.21 Preliminary Examinations**

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

### **8.22 Proposal Ownership**

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

### **8.23 Instructions to the Bidders**

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

### **8.24 Price Composition & Variation**

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

#### **8.25 Timely availability of Support Services**

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

#### **8.26 Manuals/Drawings**

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

#### **8.27 Bid Evaluation**

Technically Qualified Bidder, as per the Pre-qualification criteria of RFP, quoting lowest percentage rate as per "**Annexure VIII- Commercial Bid**" for carrying out the works, shall be selected for the project.

#### **8.28 Modification and Withdrawal**

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

#### **8.29 Revelation of Prices**

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



### **8.30 Terms and Conditions of the Bidding firms**

The Bidding firms are not required to impose their own terms and conditions to the Bid and the same, if submitted will not be considered as forming part of their Bids.

### **8.31 Local conditions**

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

### **8.32 Contacting NHB or putting outside influence**

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

### **8.33 Proposal Content**

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

### **8.34 Banned or Delisted Bidder**

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

### **8.35 Compliance with Laws**

- (a)** The Consultant/Bidder shall undertake to observe, adhere to, abide by, comply with and notify NHB about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep NHB indemnified, hold harmless, defend and protect NHB and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and

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against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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

### **8.36 Intellectual Property Rights**

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

- (a) The Inputs to be provided by it shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
- (b) It further warrants that the Deliverables shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
- (c) In the event that the Deliverables become the subject of a claim of violation or infringement of a third party's intellectual property rights, the Bidder shall, at its choice and expense: (a) procure for NHB the right to continue to use such Deliverables; (b) replace or modify such Deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified Deliverables as the infringing Deliverables; or (c) if the rights to use cannot be procured or the Deliverables cannot be replaced or modified, accept the return of the Deliverables and reimburse NHB for any amounts paid to the Bidder for such Deliverables, along with the

## **Request for Proposal: Painting and repair work of National Housing Bank's flats located at Mumbai**

replacement costs incurred by NHB for procuring an equivalent equipment in addition to the penalties levied by NHB . However, NHB shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the Bidder shall be responsible for payment of penalties in case service levels are not met because of inability of NHB to use the proposed solution.

- (d) The Bidder acknowledges that business logics, work flows, delegation and decision making processes of NHB are of business sensitive nature and hence shall not be referred to other clients, agents or distributors of the software. The project shall be deemed as incomplete in case the desired objectives of the project as mentioned in the scope of the project are not met and in case the system is unable to facilitate the processes duly supported by various requirements as envisaged in the RFP.

### **8.37 False / Incomplete statement**

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

- a. If such statement is found at the tender stage, his total earnest money/EMD shall be forfeited and tender/Bid will be summarily rejected.
- b. In case such a statement is found at the contract stage, NHB may take at its discretion appropriate action as provided in the RFP for termination of the contract including invocation of the PBG.

### **8.38 Restriction on procurement from a Bidder of a country which shares a land border with India:**

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

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

## Request for Proposal: Painting and repair work of National Housing Bank's flats located at Mumbai

- The Bidder shall also submit a certificate as per the format enclosed as **Annexure XVI**. If such certificate given by the successful Bidder is found to be false, this would be a ground for immediate termination of the contract and for further legal action in accordance with law.
- For the purpose of this clause:
  - a) "Bidder "(including the term 'tender', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
  - b) "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
    - (i) An entity incorporated, established or registered in such a country; or
    - (ii) A subsidiary or an entity incorporated, established or registered in such a country; or
    - (iv) An entity substantially controlled through entities incorporated, established or registered in such a country; or
    - (v) An entity whose beneficial owner is situated in such a country; or
    - (vi) An Indian (or other) agent of such an entity; or
    - (vii) A natural person who is a citizen of such a country; or
    - (viii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
  - c) The beneficial owner for the purpose of (b) above will be as under.
    - i. In case of company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

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

"Control" shall include the right to appoint majority of the directors or to control the management or policy decision including by virtue of their

## **Request for Proposal: Painting and repair work of National Housing Bank's flats located at Mumbai**

shareholding or management rights or shareholders agreement or voting agreement;

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

### **8.39 Purchase Preference**

- (a) NHB reserves its right to allow Micro and Small Enterprises (MSEs) and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) or Women entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy/ Guidelines. Purchase preference to a MSE and a MSE owned by SC/ST/Women entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to L1 Vendor at the time of evaluation of the price bid.
- (b) NHB reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives relating to Make in India, Start-ups etc.

#### **8.40 Pre-Contract Integrity Pact Clause**

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

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

In this regard, NHB has appointed Shri Jojneswar Sharma ([jojneswar.sharma@gmail.com](mailto:jojneswar.sharma@gmail.com)) and Shri Rajendra Srivastava ([aaremes@yahoo.com](mailto:aaremes@yahoo.com)) as independent external monitors for the Integrity Pact in consultation with the Central Vigilance Commission.

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

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

### **9 Bids (Technical & Commercial) And Bid Evaluation Methodology**

Only empanelled vendors of RBI/SBI/PSB's/FIs under Trade "Civil" are eligible to participate in this tender and bid received from any other bidder shall be rejected and shall not be considered for further evaluation.

### **10 Commercial Terms and Conditions**

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

#### **10.1 Price**

- a) The Price quoted by the Bidder should include all type of costs.
- b) The price should be inclusive of all taxes (except GST), duties, levies charges, transportation, insurance, as per Commercial Bid.

## **Request for Proposal: Painting and repair work of National Housing Bank's flats located at Mumbai**

- c) The price quoted by the Bidder shall remain firm during the Bidder's performance of the contract i.e., for a period of 6 months which may be extended, if required, by NHB.
- d) Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- e) Based on the contracted rates, NHB at its discretion may place repeat order/s annually after performance review of the previous year/assignment.
- f) For any additional requirement, order will be placed at the contracted rate as mentioned in the Commercial Proposal & as per applicable terms of this RFP. Failure in accepting the order will attract terms of penalty & termination of this RFP, at the discretion of NHB.

### **10.2 Payment Terms**

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

Payment terms are as follows:

One part payment up to the extent of 50% of the work order value may be released by the Bank after completion of painting and repair work of 7 flats, at sole discretion of the Bank. After completion of entire scope of works certified by the Bank's Architect, 95% of the bill amount shall be released. Bank may seek necessary test certificates/declaration/documents to ensure genuineness of the item supplied. Remaining 5% of the bill amount shall be retained by the Bank and shall be released after completion of warranty period of 12 months as defined in clause 7 of this RFP.

### **10.3 Payment in case of termination of contract**

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

## **11 General Terms and Conditions**

- 11.1** The Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures. Failure to furnish all information required in the RFP documents, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information as part of response to this RFP Document may result in rejection of the proposal.

## **Request for Proposal: Painting and repair work of National Housing Bank's flats located at Mumbai**

- 11.2** All such amendments as made by NHB to the RFP shall become part and parcel of the RFP and same will be notified on NHB's website. The Bidders are required to have a watch on NHB's website for any such amendment.
- 11.3** Bidders must take into consideration each and every line of this RFP document while preparing technical and commercial proposal for the project. Bidders are requested to get any issue clarified by NHB before submitting the responses/Bids. The Bids submitted should be complete in all respect meeting all deliverables under the project. It will be the sole responsibility of the successful Bidder to deliver each and everything as per the scope of the work during the contracted period. NHB will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right perspective.
- 11.4** NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.
- 11.5** NHB shall be under no obligation to accept the lowest or any other offer/Bid received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. NHB reserves the right to make any changes in the terms and conditions of contract. NHB will not be obliged to meet and have discussions with any Bidder, and or to consider any representations. NHB reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of NHB in this regard is final and no further correspondence in this regard will be entertained.
- 11.6** Notwithstanding anything to the contrary contained in the contract, NHB shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if the successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
- 11.7** On faithful and satisfactory execution of assignments under the contract in all respects, the PBG of the successful Bidder will be released by NHB, if not forfeited due to any reason as provided herein, after a period of 90 days after completion/execution of the assignments/contract.
- 11.8** Bidder must deploy manpower having requisite qualification, experience, skill-set etc. for the project/contract.
- 11.9** NHB reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of NHB, the information furnished is incomplete or the Bidder does not qualify for the contract.



## **Request for Proposal: Painting and repair work of National Housing Bank's flats located at Mumbai**

**11.10** The scope of the proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this RFP, on end-to-end solution basis.

**11.11** The Commercial and Technical Bids will have to be signed on all pages of the Bid by the authorized signatory. Unsigned Bids would be treated as incomplete and would be rejected.

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

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

### **11.14 Penalty**

If the Consultant fails to complete the project within stipulated time, NHB will impose a penalty of 1% of the order value for each weeks' delay or part thereof attributable to the Consultant, subject to maximum of 10% of the order value. Fraction of week is to be construed as one full week for arriving at the delay in terms of weeks. Once the maximum is reached, NHB may consider cancellation of the order and the performance bank guarantee submitted may be invoked.

Further, the Bank shall also impose a suitable penalty as deemed fit by the Bank and as recommended by the architect of the Bank, if the vendor fails to adhere to the quality standards/application process. The decision to impose penalty shall also be suitably intimated to RBI/SBI/PSBs/FIs.

### **11.15 Removal and/or Replacement of Personnel**

If NHB finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the vendor shall, at NHB's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to NHB.

#### **11.16 Acceptance of Work Order/Letter of Award**

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

#### **11.17 Definitive Agreement**

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

#### **11.18 Taxes**

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

#### **11.19 Liquidated Damages**

If the Consultant fails to complete the due performance of the contract in accordance with agreed specifications and conditions to the satisfaction of NHB or abandons the project/contract without completing the same as per the agreed terms, NHB reserves the right to recover damages at 10 percent of the contract value as and by way of liquidated damages, but not as penalty. It is clarified that the liquidated damages shall be over and above the penalty, if any, imposed under Clause 11.15.

#### **11.20 Use of Contract Documents and Information**

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

### **11.21 Assignment**

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

### **11.22 Duration of Contract**

The contract will be valid till 1 years from the date of the work order/letter of award and all the Deliverables should be delivered within 4 months from the date of acceptance of work order.

### **11.23 Code of Integrity for Public Procurement:**

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

### **11.24 Debarment/Blacklisting:**

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

## **Annexures**

# Request for Proposal: Painting and repair work of National Housing Bank's flats located at Mumbai

## Annexure - I

### **Bidder Information**

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

S. No.	Information	Particulars / Response
1.	Name of the Bidder	
2.	Date of Incorporation	
3.	Type of the Entity/Bidder [Govt/PSU/Public Ltd. / Private Ltd./ LLP/ Partnership/proprietary]	
4.	Registration No. and date of registration. <b>Registration Certificate to be enclosed</b>	
5.	Address of Registered Office with contact numbers [phone /fax]	
6.	PAN No	
7.	<b>Contact Details of Bidder authorized to make commitments to NHB</b>	
	a. Name	
	b. Designation	
	c. FAX No	
	d. Mail ID	
	e. Bidder Head Office and Addresses Contact Person(s) Phone: Fax: E-mail: Website:	
8.	Provide the range of goods/services /options offered by Bidder with description:	Yes / No / Comments (if option is 'No')
9.	Any pending or past litigation (within three years)? If yes, please give details.  Also mention the details of claims and complaints	Yes/No/Comments (if option is 'Yes') (If option is 'Yes' Bidder may Not be considered)

**Request for Proposal: Painting and repair work of National Housing Bank's flats located at Mumbai**

	received in the last three years (About the Bidder / Services provided by the Bidder).			
10.	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 (-)

**Audited/CA certificate of Balance sheet and Profit & Loss accounts for last 3 years to be submitted.**

**Authorized Signatories**

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

**Date:**

# Request for Proposal: Painting and repair work of National Housing Bank's flats located at Mumbai

## Annexure - II

### Bidder Experience Details

1.	Bidder's experience providing in the field of civil contracts(in years)			
2.	Details of contracts on 31.07.2025 executed with RBI/Public Sector Banks/FIs	Name of the customer & contact information	Contract Value	Contract Period (From to To Date)
	Project 1			
	Project 2			
	Project 3			
3.	Total number of contracts executed.			
4.	Contract Parameters			
5.	Operating Office in Mumbai.			

\*Please attach copy of contract award letters

Authorized Signatories

(Name & Designation, seal of the Bidder)

Date:

**COMPLIANCE STATEMENT DECLARATION**

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

**Authorized Signatories**

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

**Date:**



**Minimum Eligibility**

A copy of Letter of empanelment with RBI/SBI/PSBs/FIs to be furnished along with Annexure I and Annexure II.

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

**Request for Proposal: Painting and repair work of National Housing Bank's flats located at Mumbai**

**Annexure - V-A**

**Technical Bid Covering Letter**

Date :

To  
The Deputy General Manager & OIC  
National Housing Bank,  
Mumbai Regional Office  
3<sup>rd</sup> Floor, Bombay Life Building  
45, Veer Nariman Road  
Mumbai-400001

Dear Sir,

**Technical Bid – Painting and repair work of National Housing Bank's flats located at Mumbai**

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

We also enclose masked Commercial Bid.

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

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

Yours faithfully,  
**For**

**Signature**  
**Name:**

**Address:**  
**(Authorised Signatory)**

Confidential

## **Request for Proposal: Painting and repair work of National Housing Bank's flats located at Mumbai**

## Annexure - V-B

## Declaration Regarding Clean Track Record

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

Date :

To

The Deputy General Manager & OIC  
National Housing Bank,  
Mumbai Regional Office  
3<sup>rd</sup> Floor, Bombay Life Building  
45, Veer Nariman Road  
Mumbai-400001

Dear Sir,

### Declaration Regarding Clean Track Record

RFP No : dated

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

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

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

Thanking you,

**Yours Sincerely**

Confidential

**Request for Proposal: Painting and repair work of National Housing Bank's flats located at Mumbai**

**For**

**Signature**

**Name:**

**Address:**

**(Authorised Signatory)**

**Annexure -VI**

**Technical Bid Format**

Bidder response to the Technical Bid of this RFP document must be provided as mentioned in 8.9. Any extra information may be provided as separate section at the end of Technical Bid document. Technical Bid should be submitted with covering letter.

1. **Technical Proposal Covering Letter** (as per Annexure -V-A)
2. **Declaration Regarding Clean Track Record** (as per Annexure V-B)

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

**Request for Proposal: Painting and repair work of National Housing Bank's flats located at Mumbai**

**Annexure -VII**

**Commercial Bid Covering Letter**

The Deputy General Manager & OIC  
National Housing Bank,  
Mumbai Regional Office  
3<sup>rd</sup> Floor, Bombay Life Building  
45, Veer Nariman Road  
Mumbai-400001

Dear Sir,

**Commercial Bid -Painting and repair work of National Housing Bank's flats located at Mumbai**

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

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

Yours faithfully,

**For .....**

**Signature**

**Name**

**Address**

**(Authorised Signatory)**

**Date:**

Confidential

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## Request for Proposal: Painting and repair work of National Housing Bank's flats located at Mumbai

### Annexure -VIII

#### Commercial Bid Format

The structure of the Bidder's commercial response to this RFP must be as per following order. The Commercial Bid Response must be submitted with Commercial Bid covering letter at Annexure VII.

S No	Description of work	Estimated Amount (Rs.)
1	Civil and Interior Furnishing Work	
	<b>The above rate is exclusive of GST. The GST shall be paid extra at actuals as per GOI guidelines.</b>	
a	<i>I/we agree to carry out Interior/Repair and Painting work at NHB's Flats located at Mumbai at ... ..% (... ..percent) below the rates given below</i>	
	<b>OR</b>	
b	<i>I/we agree to carry out Interior/Repair and Painting work at NHB's Flats located at Mumbai at par the rates given below</i>	
	<b>OR</b>	
c	<i>I/we agree to carry out Interior/Repair and Painting work at NHB's Flats located at Mumbai at .....% (.....percent) above the rates given below</i>	

**PARK WEST 4 CHSL, BORIVALI (E) & MORU  
MAHAL, BANDRA**

Sr No.	Description	Unit	Qty	Rate	Amount
1	<b>INTERNAL FLAT PAINT WORK:-</b> Preparing the surface smooth by scraping sand-papering and filling the unevenness and undulation with special putty mixing. providing and applying one coat of cement primer and thereafter providing and applying two coats of Tractor emulsion paint of approved make on walls/ceilings in desired shades and finish (plain or roller finish) including necessary tool etc. complete all as directed by engineer in-charge. Make: - Asian Paints or its equivalent make.	Sqft	44,500	13.50	6,00,750
2	Providing and applying two or more coats of 1st quality synthetic enamel paint of approved make and shade to steel work, viz. , grills, gates, weld-mesh, rolling shutters etc. all as per specifications including etc. complete as directed. Make: - Asian Paints or its equivalent make.	Sqft	9,550	9	85,950
<b>Sub-Total (A)</b>					<b>6,86,700</b>



**MORU MAHAL, BANDRA FLAT(REPAIR)**

Sr No.	Description	Unit	Qty	Rate	Amount
1	<b>Internal Structure Repair (Polymer Treatment):</b> Applying external polymer modified cement mortar (P.C.M) for damaged RCC Members, using acrylic based polymer with the procedure given below. We will remove all the loose concrete/cover completely and clean the reinforcement with the wire brush. Providing & applying Rust Remover by means of total waste swap to the reinforcement. After rusticide, we will apply a passivation coat of rust inhibitor to the chemically de-rusted surface of steel. Apply priming cum bonding coat of acrylic based polymer and cement slurry in 1:1 to the concrete by brush, and immediately place polymer modified mortar (PCM) prepared by mixing: 1 Kg. of Acrylic Based Polymer: 5 Kg. of Cement: 15 Kg. of Quartz sand. We will make the surface rough to adopt the intermediate coat of plaster.	Sqft	850	150	1,27,500
2	<b>Internal Patch Plaster Work: Breaking:</b> The Plaster Work begins with breaking the specified area and preparing the surface for the base coat plastering. <b>Bond Coat for RCC Members :</b> A bond coat, comprising cement and chemical mixed solution in a 1:1 proportion (for RCC members only), is then applied to enhance adhesion and bonding between the surface and subsequent layers. <b>Plaster,</b> a 12-15MM thick base coat is skillfully applied using Cement, Brown Sand/ Black Sand, and waterproofing chemical mixed mortar in a 1:4 proportion. This base coat roughens and strengthens the surface, facilitating better adhesion of the final coat. The base coat is then cured for a	Sqft	850	65	55,250

## Request for Proposal: Painting and repair work of National Housing Bank's flats located at Mumbai

	minimum of 2 to 3 days to achieve the required strength. Final Coat Plaster: Following the base coat plaster application, a second coat of sand face plaster with an 8- 10MM thickness is meticulously applied to achieve a smooth finish and proper leveling. The final coat undergoes curing for 3 to 4 days to attain the desired strength. By adhering to this technical procedure for sand face plaster, the result is a durable, waterproof, and aesthetically appealing surface for plaster work. This comprehensive process ensures the longevity and quality of the plastering work, providing a robust and visually pleasing outcome.				
3	Bathroom Floor Waterproofing work, Breaking the existing brickbat coba water proofing, till the mother slab. P/Applying 2 coat of Chemical coating with Mixing Ratio of (1:1), Providing & applying Base coat plaster with WP Compound, applying brickbat coba water proofing system over Bathroom Slab with IPS Rough finish complete as per technical specification & as directed. Plumbing cancel pipeline work PVC Pipe and nahin trap. Providing & fixing new Floor tiles 12"X 12" anti skate tiles with average quality tiles.	Sqft	40	750	30,000
<b>TOTAL (B)</b>					<b>2,12,750</b>
<b>Total (A+B)</b>					<b>Rs. 8,99,450/-</b>

S. No.	Material		Brand Name
Civil and plumbing items			
1.	Cement	:	ACC, Ambuja, Ultratech
2.	Wall tiles	:	Kajaria, Nitco, Somany

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3.	OBD	:	Asian Paints, Berger Paints, Shalimar Paints,
4.	Synthetic Enamel Paint	:	Asian Paints, Berger Paints, Nerolac, Shalimar Paints
5.	Plastic Emulsion paint	:	Shalimar Paints, Asian Paints, Berger Paints, Nerolac
6.	Water proofing cement paint	:	Snowcem, Durochem, Arrocem
7.	Bond Coat for RCC Members	:	Sika, Sunanda Global, MCON Steel RC

Bidders are requested to note the following:

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

### Authorized Signatories

(Name & Designation, seal of the bidder)

Date:

**Annexure – IX**

[To be submitted along with Technical Bid]

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

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

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

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

**3. Particulars of Bank Account**

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

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

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

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

Place:

Date:

Authorized Signatory/ies

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

Bank's Stamp:

Date:

Signature of the Authorized Official of the bank

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**Letter of Competence Format**

[To be submitted along with Technical Bid]

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

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

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

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

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

**Authorized Signatories**

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

**Date:**

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**Annexure XI**

**Resolution Matrix**  
**[To be submitted along with Technical Bid]**

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

<b><u>Situation</u></b>	
<b><u>Contact person for 1<sup>st</sup> escalation</u></b>	
<b><u>Contact details for 2<sup>nd</sup> escalation</u></b>	

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

**Date:**

**Annexure XII**

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

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

**Pre Contract Integrity Pact**

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

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

**AND**

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

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

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

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

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

- (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



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- distortionary impact of corruption on public procurement and
- (ii) enabling Bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and NHB will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

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

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

### **1. Commitments of NHB**

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

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

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or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of NHB or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- (g) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- (h) The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- (i) The Bidder shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by NHB as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier and shall not commit any offence under Prevention of Corruption Act, 1988 and Bharatiya Nyaya Sanhita 2023. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- (j) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (k) The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- (l) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly is a relative of any of the officers of NHB or alternatively, if any relative of an officer of NHB has financial interest/stake in the Bidders firm, the same shall be disclosed by the Bidder at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 2 of the Companies Act 2013.

- (m) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of NHB.
- (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

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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.*

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- (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, if permitted, has/have a close business or family relationship with a professional staff of NHB (or of the project implementing agency) who are directly or indirectly involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract; or (iii) the supervision of such contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to NHB throughout the selection process and the execution of the contract.
- (iv) **A Bidder shall submit only one proposal either individually or as a joint venture partner in another proposal:** If the Bidder, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

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

### **4. Previous Transgression**

- 4.1** The Bidder declares that no previous transgression occurred in the last 3 (three) years reckoned backward from the date of submission of bid, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process. The transgression(s) for which cognizance was taken even before the said period of 3 (three) years, but are pending conclusion shall also be reported by the bidder to NHB. Further, the Bidder shall disclose immediately instances of transgression, if any, that may have occurred and taken cognizance of elsewhere and of which the Bidder has come to know, during the execution of the contract .
- 4.2** The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason.

### **5. Accountability**

- 5.1** The Bidder undertakes that in case of its selection as the successful Bidder and

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assignment of the contract to the Bidder, it shall be accountable for the advice/supply made/to be made and/or for any service rendered/to be rendered by it to NHB, keeping in view norms of ethical business, professionalism and the fact that such advice / services to be rendered by it for a consideration.

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

### **6. Personal Liability**

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

### **7. Transparency and Competitiveness**

The Bidder undertakes that in case of its selection as the successful Bidder, it shall keep in view transparency, competitiveness, economy, efficiency and equal opportunity to 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

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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 three years which may be further extended at the discretion of NHB.
  - (viii) To recover all sums paid in violation of this Integrity Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by NHB with the Bidder, the same shall not be opened.
  - (x) Forfeiture of Performance Bond/PBG in case of a decision by NHB to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.
- 9.2** NHB will also be entitled to take all or any of the actions mentioned at para 9.1(i) to (x) of this Integrity Pact on commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence under the Bharatiya Nyaya Sanhita, 2023 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 9.3** The decision of NHB to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Integrity Pact.

## **10. Fall Clause:**

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

### **11. Disqualification & Forfeiture of EMD/PBG etc**

The Bidder(s) agree(s) that:

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

### **12. Independent External Monitors:**

- 12.1 NHB has appointed Shri \_\_\_\_\_ and Shri \_\_\_\_\_ (Name and Addresses of the Monitors to be given) as independent external monitors (hereinafter referred to as "the Monitors") for this Integrity Pact in consultation with the Central Vigilance Commission.
- 12.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- 12.3 The Monitors shall not be subject to instructions by the representatives of the Parties



and perform their functions neutrally and independently.

- 12.4** Both the Parties accept that the Monitors have the right to access all the documents relating to the project procurement including minutes of meeting.
- 12.5** As soon as the Monitor notices or has reason to believe a violation of this Integrity Pact, he will so inform the Authority designated by NHB.
- 12.6** The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of NHB including that provided by the Bidder. The Bidder will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents (s) of the Bidder/sub-contractor with confidentiality.
- 12.7** NHB will provide to the Monitor sufficient information about all meetings among the Parties related to the project provided such meeting could have an impact on the contractual relations between the Parties. The Parties will offer to the Monitor the option to participate in such meeting.
- 12.8** The Monitor will submit a written report to the designated Authority of NHB within 8 to 10 weeks from the date of reference or intimation to him by NHB/Bidder and, should the occasion arise, submit proposals for correcting problematic situations.
- 12.9** In the event of any dispute between NHB and the Bidder, the same will be first referred to the panel of IEMs with the consent of both the parties for mediation, and the IEMs will try to resolve the dispute in a time bound manner. The fee and expenses incurred for holding meetings of IEMs for dispute resolution shall be shared equally by NHB and the Bidder. In case, the dispute remains unsolved even after mediation by the panel of IEMs, NHB may take further action as per the terms and conditions of the contract.

### **13. Facilitation of Investigation:**

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

### **14. Part of the Contract:**

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

**15. Law and Place of Jurisdiction:**

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

**16. Other Legal Action:**

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

**17. Validity:**

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

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

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

**Request for Proposal: Painting and repair work of National Housing Bank's flats located at Mumbai**

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

**Annexure XIII**

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

**Service Level Agreement**

THIS SERVICE LEVEL AGREEMENT (hereinafter referred to "this **Agreement**") is made on this \_\_\_\_\_ day of the month of \_\_\_\_\_, 202\_, by and between,

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

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

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

**WHEREAS**

- (A) NHB intends to hire the Vendor for Painting and repair work of National Housing Bank's flats located at Mumbai, as detailed in the Request for Proposal no. \_\_\_\_\_ on \_\_\_\_\_ (date) (including Corrigendum/Clarification, if any, issued) (hereinafter collectively referred to the "**RFP**" attached hereto as **Appendix- I**).
- (B) The Vendor has been selected through open tendering process by way of floating the RFP by NHB followed by evaluation of Technical & Commercial Bids of the Bidders and accordingly the letter of award no. \_\_\_\_\_ dated \_\_\_\_\_ ("**LoA**") (attached hereto as **Appendix- II**) has been issued by NHB to the Vendor;
- (C) The Vendor has accepted and agreed to provide the Services in accordance with terms and conditions of RFP and the LoA.
- (D) In terms of the RFP, NHB and the Vendor have agreed to enter into this Agreement in the manner hereinafter appearing:

NOW THEREFORE the Parties hereby agree as follows:

## **1. GENERAL PROVISIONS**

### **1.1 Definitions**

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

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

### **1.2 Principles of Interpretation**

In this Agreement , unless the context otherwise requires:

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

## **Request for Proposal: Painting and repair work of National Housing Bank's flats located at Mumbai**

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

### **1.3 Purpose**

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

#### **1.3.2 Performance of the Scope of Work**

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

#### **1.3.3 Term/Period of Contract**

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

#### **1.3.4 Contract Price**

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

### **1.4 Relation between the Parties**

## **Request for Proposal: Painting and repair work of National Housing Bank's flats located at Mumbai**

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

### **1.5 Language**

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

### **1.6 Headings**

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

### **1.7 Notices**

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

**For NHB:**

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

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

Fax: \_\_\_\_\_

**For the Vendor:**

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

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

Fax: \_\_\_\_\_

- 1.7.2 Notice will be deemed to be effective as follows:

- (a) In the case of personal delivery, email or registered mail, on delivery;

## **Request for Proposal: Painting and repair work of National Housing Bank's flats located at Mumbai**

(b) In the case of facsimiles, seventy-two (72) hours following confirmed transmission.

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

### **1.8 Location**

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

### **1.9 Authority of Vendor**

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

### **1.10 Taxes and Duties**

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

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

### **2.1 Effectiveness of Contract**

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

### **2.2 Commencement of Services**

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

### **2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause-2.8 hereof, this Contract shall expire on the



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expiry of the Term as stated on Clause 1.3.3 herein unless the Term is extended in accordance with the Clause 2.6.4 of this Agreement or any other condition stipulated in this Agreement or the RFP.

### **2.4 Entire Agreement**

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

### **2.5 Modification**

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

### **2.6 Force Majeure**

#### **2.6.1 Definition**

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

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

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

Time for performance of the relative obligation suspended by Force Majeure shall then

## **Request for Proposal: Painting and repair work of National Housing Bank's flats located at Mumbai**

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**

## **Request for Proposal: Painting and repair work of National Housing Bank's flats located at Mumbai**

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

### **2.8 Termination**

#### **2.8.1 By NHB**

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

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

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- (g) If NHB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### **2.8.2 Cessation of Rights and Obligations**

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

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

### **2.8.3 Cessation of Services**

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

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

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

## **3.0 OBLIGATIONS OF THE VENDOR**

### **3.1 Standard of Performance**

The Vendor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, technical and engineering practices, and employ appropriate advanced technology, safe and effective equipment,

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

### **3.2 Compliance with Laws**

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

### **3.3 Conflict of Interest**

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

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

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

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

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

### **3.6 Prohibition of Conflicting Activities**

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

### **3.7 Confidentiality**

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

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

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

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

### **3.9 Liability of the Vendor**

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

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

### **3.10 Indemnification of NHB by the Vendor**

The Vendor shall indemnify NHB and shall always keep NHB, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the Vendor or its personnel; and/or (ii) any

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negligence or gross misconduct attributable to the Vendor or its personnel; and/or (iii) any claim made by employees who are deployed by the Vendor against NHB; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statutes/various labour laws by the Vendor to its employees; and/or (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or (vi) any breach of the confidentiality obligations mentioned under clause 3.7 and /or NDA.

### **3.11 Limitation of Liability**

- (i) The Vendor's aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to \_\_\_\_\_ times of the total contract value.
- (ii) The Vendor's liability in case of claims against NHB resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the Vendor shall be actual and unlimited.
- (iii) Under no circumstances, NHB shall be liable to the Vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages.

### **3.12 Vendor's Actions Requiring Owner's Prior Approval**

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

### **3.13 Reporting Obligations**

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

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

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

### **3.15 Vendor's Personnel**

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

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

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

### **3.16 Non-Compete**

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

### **3.17 Change in Ownership or Constitution:**



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

### **3.18 Monitoring**

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

### **3.19 Rights to Access**

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

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

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

### **3.20 Audit**

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

In case any of the Services are further outsourced/ assigned/ subcontracted to other

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Vendors in terms of the RFP, it will be the responsibility of the Vendor to ensure that the authorities /officials as mentioned above are allowed access to all the related places, for inspection and/ or audit.

### **3.21 Contingency Plans**

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

## **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 Consideration & Payment Terms**

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

### **4.3 Non-Solicitation:**

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

## **5.0 FAIRNESS AND GOOD FAITH**

### **5.1 Good Faith**

Confidential

## **Request for Proposal: Painting and repair work of National Housing Bank's flats located at Mumbai**

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

### **6.0 UNDERTAKINGS:**

The Vendor hereby further undertakes:

- (i) That the Vendor has gone through all the required/relevant and extant instructions/circulars of Government of India, Reserve Bank of India and /or any other concerned authority, GFR issued by Ministry of Finance, guidelines of CVC and provisions of the manual/relevant instructions of NHB, as applicable to the scope/area of its work/operation under this Agreement and the advice/services to be rendered by it as the Vendor and it complies/will comply with all such requirements.
- (ii) That the Vendor has the necessary expertise to work and execute the Project as per the scope of work set out in detail in the RFP and it has the capability to deliver efficient and effective advice/services to NHB. It shall carry out the assignment under this Agreement with due diligence and with the highest standard of professionalism and business ethics.
- (iii) That being the Vendor of NHB for a consideration, it shall be accountable for (a) any improper discharge of the assignment under this Agreement and/or (b) any deviant conduct keeping in view the norms of ethical business and professionalism.
- (iv) That NHB shall have every right at its discretion to enforce such accountability in case of any improper discharge of contractual obligations and/or any advice/service rendered in the views of NHB is found to be grossly faulty/negligent/deficient and/or any deviant conduct by the Vendor and as a consequence of it, NHB can, irrespective of anything stated herein, terminate this Agreement by giving 15 days prior notice, including to withhold/retain the dues payable to the Vendor by NHB under this Agreement and appropriate/adjust the same for the losses, if any, suffered by NHB without requiring NHB to prove the actual loss.
- (v) That the Vendor shall not do anything that will be of any conflict of interest to the Vendor while discharging the obligations under this Agreement and it shall bring to the notice/knowledge of NHB beforehand any possible instance of conflict of interest while rendering any advice or service. Further, the Vendor shall not receive any

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remuneration in connection with the assignment except as provided in this Agreement. The Vendor and/or any of its affiliates shall not engage in consulting or other activities that will be in conflict with the obligations under this Agreement.

- (vi) That the Vendor has not been hired for any assignment that would be in conflict with its prior or current obligations to NHB or that may place the Vendor in a position of being unable to carry out the assignment in the best interest of NHB.
- (vii) That the Vendor shall act at all times in the interest of NHB and render advice/service with highest professional integrity and shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of the contractual obligations by the Vendor.
- (viii) The Vendor shall have suitable back-to-back arrangements/ agreements with the OEMs, in relation to the Scope of Work under this Agreement.
- (ix) NHB reserves the right to seek any information from the Vendor about the third parties engaged by the Service Provider in the supply chain.
- (x) The Vendor shall periodically provide to NHB details of all the data (relating to NHB and its customers/ constituents) captured or processed or stored or come to the knowledge of Vendor or Service Provider's employees during the course of performance of this Agreement/Contract.

### **7.0 SEVERABILITY:**

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

### **8.0 SETTLEMENT OF DISPUTES**

In the event of any dispute or difference arising out of, in relation to, or in connection with this Agreement, or the breach thereof, shall be settled amicably through mutual discussions. If, however, the parties are not able to settle them amicably without undue delay, the same shall be settled by the process of arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 (as amended from time to time). The

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seat of such arbitration shall be at New Delhi and the proceedings shall be conducted in English. The arbitration tribunal shall consist of Sole i.e. 1(one) Arbitrator to be appointed jointly by the Parties within thirty (30) days from the date of first recommendation for appointment of arbitrator in written form one Party to the other. If the Parties fail to agree on appointment of such Sole Arbitrator, arbitral tribunal consisting of Sole Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The award of arbitrator made in pursuance thereof shall be final and binding on the Parties. All costs and expenses of such arbitration shall be borne equally by the Parties at the first instance which however subject to the provisions of the said Act.

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

### **9.0 JURISDICTION AND APPLICABLE LAWS**

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

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

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

By \_\_\_\_\_

Authorized Representative

#### **FOR AND ON BEHALF OF [Vendor]**

By \_\_\_\_\_

Authorized Representative

#### **WITNESSES:**

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

Annexure XIV

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

This Confidentiality -cum-Non Disclosure Agreement is entered into at Mumbai on this .....day .....of \_\_\_\_\_, 201\_\_, by and between;

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

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

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

Now this Agreement witnesseth:-

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

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such trade secret or confidential or Proprietary information is disclosed by the Disclosing Party to the Recipient/Receiving Party. Notwithstanding the foregoing, information which is orally or visually disclosed to the Recipient/Receiving Party by the Disclosing party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10(ten) days after such disclosure, delivers to the Recipient/Receiving Party a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient/Receiving party to whom such disclosure was made.

### **2. Confidentiality:**

- a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far this may be required for the proper exercise of the Parties respective rights and obligations under this Agreement.
- b) The term confidential information shall mean and include all written or oral information (including information received from third parties that the Disclosing Party is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential Information shall also mean, software programs, technical data, methodologies, know how, processes, designs, customer names, prospective customer's names, customer information and business information of the Disclosing Party.
- c) Confidential information does not include information which:
  - (i) is publicly available at the time of its disclosure; or
  - (ii) becomes publicly available following disclosure; or
  - (iii) is already known to or was in the possession of Recipient/Receiving party prior to disclosure under this Agreement; or
  - (iv) is disclosed to the Recipient/Receiving party from a third party, which party is not bound by any obligation of confidentiality; or
  - (v) is or has been independently developed by the Recipient/Receiving party without using the confidential information;

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(vi) is disclosed with the prior consent of the Disclosing Party.

3. **Non -Disclosure of Proprietary Information:** For the period during the agreement or its renewal, the Recipient/Receiving Party will:

- a) Use such Proprietary Information only for the purpose for which it was disclosed and without written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
- b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its own confidential information of similar importance and
- c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3<sup>rd</sup> party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4. **Limit on Obligations:** The obligations of the Recipient/ Receiving Party specified in clause 3 above shall not apply and the Recipient/ Receiving Party shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary information:

- a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient/ Receiving Party;
- b) is in the Recipient's/ Receiving Party's possession at the time of disclosure otherwise than as a result of the Recipient's/ Receiving Party's breach of an obligation of confidentiality owed to the Disclosing Party;
- 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/



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Receiving Party provides prior written notice of such disclosure to the Disclosing Party and take reasonable and lawful actions for such disclosure.

5. **Return of Documents:** The Recipient/ Receiving Party shall, upon request of the Disclosing Party, in writing, return to the Disclosing party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient/ Receiving Party pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event, it is not inclined to proceed further with the engagement, business discussions and negotiations or in the event of termination of this Agreement, the Recipient/ Receiving Party will promptly return to the other party or with the consent of the other party, destroy the Proprietary Information of the other party. Provided however, the Receiving Party shall retain copies if it is required to be retained for compliance with its statutory, regulatory, internal policy or professional obligations.
6. **Communications:** Written communications requesting transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

\_\_\_\_\_  
NATIONAL HOUSING BANK

(Vendor)

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

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9. Notwithstanding anything stated in this Agreement, any report/finding/document delivered/submitted by the Consultant to NHB as a part of the outcome or deliverables under the SLA and which, in the opinion of NHB, requires any further study/analysis by any third party agency/institution depending on the requirement of the case, the same can be shared by NHB with such third party agency/institution for conducting such study/analysis and no prior consent of the Consultant is required for the same. Such report/finding/document delivered/ submitted by the Consultant to NHB shall become exclusive property of NHB and as such NHB shall not be bound by any restriction from disclosure of such report/ finding/ document or content thereof, being the Receiving Party.
10. This Agreement shall be governed and construed in accordance with the laws of India and shall be subjected to the Jurisdiction of courts at Delhi. It is agreed that any dispute or differences arising out of or touching this Agreement if not resolved amicably shall be referred to the arbitration as per clause \_\_\_\_\_ of the SLA executed between the parties hereto.
- 11. Miscellaneous**
- a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement/amendment in writing signed by both the parties.
- b) This Agreement will be binding upon & enure to the benefit of the parties hereto and it includes their respective successors & assigns.
- c) The Agreement shall be construed & and interpreted in accordance with the laws prevailing in India.

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

**FOR \_\_\_\_\_**

**FOR NATIONAL HOUSING BANK**

Authorized Signatory

Authorized Signatory

Name:

Name:

Designation:

Designation:

**Request for Proposal: Painting and repair work of National Housing Bank's flats located at Mumbai**

Place:

Place:

Date:

Date:

WITNESSES:

1.

2.

**(Format of Bank Guarantee)**

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

To  
**National Housing Bank**

\_\_\_\_\_

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

We, \_\_\_\_\_ (Name) \_\_\_\_\_ (Address) (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees) at the request of the Consultant do hereby irrevocably guarantee for an amount of Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_) (hereinafter referred to as the "Guaranteed Amount") and undertake to pay NHB the Guaranteed Amount merely on demand, without any previous notice from NHB, without any demur or protest and without referring to any other source, any and all monies payable by the Consultant by reason of any breach by the said Consultant of any of the terms and conditions of the said Contract including non-execution of the Contract at any time till \_\_\_\_\_ (day / month/ year). Any such demand made by NHB on the Bank shall be conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority by and between the Consultant and NHB. The Bank agrees that the guarantee herein contained shall continue to be enforceable till the sum due to NHB under this bank guarantee is fully paid and claims satisfied or till NHB discharges this bank guarantee. Unless a demand for claim under this bank guarantee is made on the Bank in writing on or before \_\_\_\_\_, the Bank shall be discharged from all liabilities under this bank guarantee thereafter.

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

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

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

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

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

Notwithstanding anything contained herein:

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

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

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

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(Signature)

Designation/Staff Code No.

Bank's seal

Attorney as per power of Attorney No. \_\_\_\_ dated \_\_\_\_.

**CERTIFICATE**

I have read the Clause 8.38 of this RFP regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that << **name of the Bidder** >> is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached.]

**Authorized Signatories**

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

**Date:**

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

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

To

Deputy General Manager & OIC,  
National Housing Bank, 3<sup>rd</sup> Floor,  
45, Bombay Life Building,  
Veer Nariman Road  
Mumbai

Sir,

**Sub: Bid Security Declaration**

With reference to your Request for Proposal (RFP) No. \_\_\_\_\_ dated \_\_\_\_\_, we hereby declare that we are exempted from submission of EMD while submitting our bid against the above referred RFP.

We further declare/undertake that if we withdraw or modify our bid during the validity period of the bid, or fail to execute formal contract in the event of becoming successful bidder, or fail to submit performance security in the form of bank guarantee within the timelines specified in the RFP, we shall be liable to be suspended/blacklisted for a period of 1 year from participating / bidding in any of the tenders/ request for proposals of the National Housing Bank.

It is certified that I am competent and authorised person to make this declaration/ undertaking on behalf of M/s \_\_\_\_\_

Thanking you,

Yours Sincerely

Signature

(Name of the Authorized Signatory and Seal)



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**Annexure- XVIII**

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

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

To,  
Deputy General Manager & OIC,  
National Housing Bank,  
3<sup>rd</sup> Floor, Bombay Life Building,  
45, Veer Nariman Road  
Mumbai

Sir,

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

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

Thanking you,

Yours sincerely,

Signature  
(Name of the Authorized Signatory and Seal)

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

**Code of Integrity for Public Procurement**

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

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

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

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

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

(v) **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from

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the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and

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

### **2. Obligations for Proactive disclosures**

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

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

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

### **3. Punitive Provisions**

Without prejudice to and in addition to the rights of the Procuring Entity to other penal

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provisions as per the bid documents or contract, if the Procuring Entity comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Procuring Entity may take appropriate measures including one or more of the following:

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

**(signature and seal)**