



THE NAINITAL BANK LIMITED

OPERATIONS DEPARTMENT

Seven Oaks Building, Head Office, Nainital--263001

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REQUEST FOR PROPOSAL (RFP)

FOR

Supply Of Services From Market Research Agency/Firm For Conducting Customer Satisfaction Survey

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THE NAINITAL BANK LIMITED

RFP for Supply Of Services From Market Research Agency/Firm For Conducting Customer Satisfaction Survey

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Signature of bidder along with seal of firm or company

RFP for Supply Of Services From Market Research Agency/Firm For Conducting Customer Satisfaction Survey

1. REQUEST FOR PROPOSAL:

For Supply Of Services From Market Research Agency/Firm For Conducting Customer Satisfaction Survey

The Nainital Bank Ltd was established in the year 1922 with the objective to cater banking needs of the people of the region. Bank of Baroda, a premier nationalized bank, is managing the affairs of The Nainital Bank Ltd since 1973. The Bank is having 173 branches at present operating in five states *i.e.* Uttarakhand, Uttar Pradesh, Delhi, Haryana and Rajasthan. Bank's Head Office is at Nainital, Uttarakhand and -3- Regional Offices are functioning at Delhi, Dehradun and Haldwani. The Bank is running with a vision which states: "To emerge as a customer centric National Bank & become the most preferred bank for its product, services, technology, efficiency & financials."

The Bank is looking for eligible Market Research Agencies/firms to conduct a customer satisfaction Survey, on one-time basis.

We invite comprehensive proposals (sealed tenders) from the firms/proprietaries/ companies/established and registered in India for providing the aforesaid services as per the details furnished in this tender (RFP) document.

The terms and conditions, format for technical bid and financial bid for providing the services are enclosed.

- Interested agencies can obtain the Tender Document from 'Nainital Bank, bank's official website <https://www.nainitalbank.co.in/english/tender.aspx> under tender section.

Proposals duly filled in prescribed format & completed in all respects shall be submitted in sealed envelopes in the name of **"Head Operations, The Nainital Bank Limited, Head Office Seven Oaks Building, Mallital Nainital, Uttarakhand 263001"**. The Technical bids and financial bids are to be submitted separately in sealed envelopes by mentioning the words "Technical Bid" and "Financial Bid" on the respective envelopes specifically. Only those bids satisfying the technical specifications will be considered, for opening the financial BIDS, for finalisation.

PARTICULARS	
RFP / Tender Reference No	102/NTB/ CUSTOMERSATISFACTIONSURVEY/2024-25
Tender Type (Open/Limited/EOI/Auction/Single)	OPEN
Contract Type (Empanelment/ Tender)	Tender
Start Date where tender forms / document are available RFP Issuance Date	From 07.02.2025 https://www.nainitalbank.co.in/english/tender.aspx Under Tender section
Address, Contact Person, telephone number, email address (RFP Co-ordinator)	The Nainital Bank Limited, Head Office, Seven Oaks, Mallital, Nainital-263001, AVP-Operations, Mob: 7300554447, Email ID. operations@nainitalbank.co.in
Technical Evaluation (Yes/No)	Yes

Is multi-currency allowed (Yes/NO)	NO (INR Only)
Payment Mode (Online/Offline)	Offline / Online
Last date of receiving written request for clarifications before the pre-bid meeting	13.02.2025 till 5:00 PM through mail operations@nainitalbank.co.in
Last date and time for submission of Bids	On or before 27.02.2025 till 5:00 PM
Place and address for submission bids	The Nainital Bank Limited, Head Office, Seven Oaks, Mallital, Nainital-263001, Uttarakhand
Online Pre-bid meeting	Online Pre bid meeting will be held on 14.02.2025 between 3:00 PM to 5:00 PM
Opening of Technical Bids (Date, Time and Place)	Technical Bids will be opened on 28.02.2025 at 3.00 PM. at The Nainital Bank Limited, Head Office, Seven Oaks, Mallital, Nainital-263001. Any change in the date will be informed through our website. Representative/s of bidder (Max. two) may be present during opening of Technical bid. However, Technical bids would be opened even in the absence of any or all the bidder's representatives, as per the procedure of the bank.
Online meeting for Presentation of methodology and final reporting	Shall be communicated separately to shortlisted bidders
Opening of Financial Bids	Financial bids of those bidder who qualify in the Technical Bids would be opened on or after 28.02.2025, in which case it will be communicated separately. Representative/s of bidder/s may be present (Max. two) during opening of Financial Bid. However Financial Bids would be opened even in the absence of any or all the bidder's representatives, as per the procedure of the bank.
Tender/ RFP document Cost	Rs.2000/- (Rupees Two Thousands Only inclusive of GST) non-refundable and should be remitted through NEFT / RTGS / IMPS for the credit of A/c No 999420920000000025 IFSC – NTBL0NAI999, Nainital Bank Limited, Head Office, Nainital.

- The mandatory condition for accepting the bids shall be the previous services rendered by the agency/ies
- The bidder/contractor has to provide their email id, contact number, postal address in the bid documents. All official communication from the Bank shall be made through email only.
- The technical bids & financial bids will be opened by the committee constituted by the Bank for this purpose. The decision of the committee will be final and binding upon all the bidders.
- The Bank reserves the right to postpone or altogether cancel or modify the RFP at any stage in the process without assigning any reasons and without thereby incurring any liability what so ever.
- No personal enquiry will be entertained.
- RFP means the "Request for Proposal" document.

8. Proposal, Bid means “Response to the RFP Document”.
9. Tender means RFP response documents prepared by the Bidder and submitted to “Nainital Bank”.
10. Selected bidder and the Bank shall be individually referred to as “party” and collectively as “parties”. The terms, Successful bidder and the Bank are also referred as Contractor / Supplier / Service Provider and/or Purchaser respectively.
11. The term “Bid” & “Quote / Quotation” bears the same meaning in this RFP.
12. Unless contrary to the context or meaning thereof, Contract or agreement wherever appearing in this RFP shall mean the contract to be executed between the Bank and the successful bidder.
13. Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and words denoting natural persons include artificial legal persons and vice versa.

2. PURPOSE

RFP (Request for Proposal) for Supply of services from eligible Market Research Agencies/firms to conduct a customer satisfaction Survey, on one-time basis.

3. INVITATION

The bidders desirous of taking up the contract for Supply of services to conduct a customer satisfaction Survey of **Nainital Bank** are invited to submit their technical and financial bids in response to this RFP.

The criteria and the actual process of evaluation and subsequent selection of the successful bidder (L1) will be entirely at Bank’s discretion. We seek proposal from Bidders who have the necessary experience, capability & expertise to conduct a customer satisfaction Survey as per Bank’s requirement outlined in this RFP.

4. DISCLAIMER

The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

This RFP is not an agreement between the Authority and the prospective Bidders or any other person/s. The Bank shall not be liable in any manner whatsoever for the same or for any other

costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The information contained in this RFP document or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Bank, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals.

This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analyse and check the accuracy, reliability and completeness of information in this RFP and where necessary, obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.

Bank's right to accept or reject any bid or all bids

The Bank reserves the right to accept or reject any Bid / Offer received in part or in full and to cancel the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the effected Bidder or Bidders or any obligation to inform the effected Bidder or Bidders of the grounds for the Bank's action.

Bank reserves the right to reject any Bid on security and / or other considerations without assigning any reason. Bank reserves the right to cancel the entire Bidding / Procurement / Procurement Process at any stage without assigning any reason whatsoever.

5. AUTHORISATION LETTER

The proposal / bid being submitted would be binding on the agency / bidder. As such, it is necessary that authorized personnel of the firm or organization sign the BID documents. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the RFP documents should be inevitably submitted.

Proposals received without the authorization letter will be liable to be summarily rejected.

6. ELIGIBILITY CRITERIA

- 6.1 The bidders / agencies have to submit the details of documents of eligibility as per **Annexure-III**.
- 6.2 The bidder / agency must be a firm / proprietary / company registered under companies Act / Cooperative society **with an experience of at least 02 (two) years** in the field of market survey and

should possess the necessary capacity, expertise and experience in providing similar services to bank/companies/institutions / organizations

6.3 The bidder / agency should furnish the client list along with previous work orders showing the details of the work carried out which includes name of the client, values and periods of the works executed.

6.5 Documentary proof in support thereof should be provided.

6.6 The agency should have: Registration certificate under GST, certificate of incorporation issued by ROC, Registration certificate issued by authorized official of Co-operative department (as applicable) etc.

6.7 Relevant Detailed information shall be submitted for each item with the proposal.

7. RFP COST

Cost of participating in RFP/Tender is **Rs.2000/-** (Rupees Two Thousands Only) inclusive of GST) non-refundable and should be remitted through NEFT / RTGS / IMPS for the credit of A/c No 999420920000025 IFSC – NTBL0NAI999 favoring Nainital Bank, HO: Nainital.

8. EARNEST MONEY DEPOSIT

NA

9. EXEMPTION FOR MSME / NSIC REGISTERED BIDDERS

Firms registered under NSIC / MSME for specific trade, etc., are exempted from RFP Cost and EMD. Contractor should submit the copy of valid, renewed NSIC / MSME certificate for the specific grade.

10. PRE BID QUERIES - CLARIFICATIONS & AMENDMENTS

If deemed necessary, the Bank may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.

The Bidders requiring any clarification on the bidding documents should submit written queries on or before 13.02.2025 before 5:00 pm in undermentioned format:

No	RFP/Tender Clause No	Page No	Query

The Bank will consolidate all the queries and discuss during the pre-bid meeting or publish in the Bank's website. No individual / one-to-one correspondence shall be made or entertained in this regard.

The replies/clarifications of the Bank in response to the queries raised by the bidder/s and any other clarification / amendments / corrigendum furnished in this regard shall become part and parcel of the RFP document and it shall be binding on the bidders.

It shall be the endeavor of NTB to sort out all queries as far as possible. However, no reply / response by NTB to any one or all of the queries raised by any of the bidders shall not constitute a valid reason for non-submission of the RFP and no objection shall lie or be entertained on this ground to the RFP process.

It is further clarified that such act of 'no reply/response' by the Bank, to any query shall in no case be deemed to mean or be interpreted to mean that the version / understanding of the bidder/s, as reflected in the query, has been accepted by the Bank.

At any time prior to the deadline for submission of bids, Nainital Bank may modify or alter the bidding document by issuing an amendment/ corrigendum.

Any clarification issued by **Nainital Bank** will be in the form of corrigendum and will be available on Nainital **Bank** website –<https://www.nainitalbank.co.in/english/tender.aspx> / under “Tender” section. The amendment will be binding on all bidders.

Nainital Bank, at its discretion may extend the deadline for submission of bids which shall be informed to all through **Nainital Bank** website <https://www.nainitalbank.co.in/english/tender.aspx> under “Tender” section.

11. THE BID SHOULD CONSIST OF

The RFP shall follow two bid system and bids are to be submitted to **Nainital Bank**, Operations Department, Head Office, Nainital at above mentioned address, containing **Envelope 1 (Technical Bid)** and **Envelope 2 (Commercial/ Financial / Price Bid)**, to be submitted in **Envelope 3** (preferably a big envelope that contains both the bids).

All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this RFP document will have to be submitted. In the first stage, only Technical Bid will be opened and evaluated.

Bidders satisfying eligibility criteria and agreeing to comply with all terms and conditions specified in this RFP document will be evaluated for technical specifications.

Only those who qualify in the Technical Bid shall be eligible to be considered for **Envelope 2 (Financial/Price Bid)** opening. The Commercial Bids of those who do not qualify in the Technical Bid will not be opened.

Envelope 1: This sealed envelope shall be super-scribed as “**Technical Bid**” containing application, RFP/tender cost, covering letter and all other relevant information pertaining to bidder.

Envelope 2: This sealed envelope shall be super scribed as “**Commercial / Financial / Price Bid**” containing the price bid only.

Envelope 3: This sealed envelope shall be super scribed as “**RFP for supply of services from Market Research Agency/Firm For Conducting Customer Satisfaction Survey**” containing sealed **Envelope 1** and sealed **Envelope 2** only.

Very Important: If Technical Bid and Commercial Bid, in lieu of sealed Envelope 1 and Envelope 2, found kept in a single sealed envelope or in case envelope is not sealed i.e., open/loose, the RFP of concern bidder will summarily be rejected.

12. SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE (BG)

NA

13. BIDDING DOCUMENT AND COST OF BIDDING

The Bidder / Contractor shall bear all costs associated with the preparation and submission of its bid. Bank will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

14. CONTENT OF BIDDING DOCUMENT

The bidding document provides overview of the requirements, bidding procedures and contract terms and conditions. It includes Introduction, Instructions to Bidder, Terms & Conditions of Contract, Eligibility Criteria, Technical Bid and Financial Bid.

The Bidder/Contractor is expected to examine all instructions, statements, specifications, terms and conditions in the bidding document. Failure to furnish entire requisite information as required by the bidding documents and/or submission of bid, which is not in accordance with the bidding documents in every respect, will be at the Bidder's risk and may result in outright rejection of the bid.

Nainital Bank has made considerable effort/s to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders. Furthermore, during the RFP process, **Nainital Bank** is entitled to issue corrigendum to RFP relevant to the Scope of Work, if warranted.

15. PREPARATION AND SUBMISSION OF BIDS

Following are the essentials of and necessary accompaniments to the BID document to be submitted:-

15.1 The bids prepared by the bidder and all correspondence and documents relating to bid must be made or written in English language.

15.2 Bidder must provide specific and factual replies to specific questions asked in the RFP.

15.3 The bids should be submitted to **Nainital Bank**, Operations Department, Head Office, Nainital at above mentioned address before last date and time.

15.4 BID document (all pages including annexures & corrigendum, if any) should be duly signed by authorized signatory with company / firm seal.

15.5 The RFP Cost and EMD should be remitted / deposited as specified in tender.

15.6 The BID should be accompanied with A letter on Bidder's / Contractor's letter head mentioning therein, the following:-

- a) Details of RFP cost and EMD submitted, technical competence and experience of the bidder.
- b) Certifying that the period of the validity of the bid is 90 days from the last date of submission of bid.
- c) Confirming that the bidder has quoted for all the items / services mention in the bid in their commercial bid.
- d) Supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-III**.

15.7 Covering letter on bidder's letterhead as mentioned in Annexure-I.

15.8 Bidder's details as per Annexure –II on bidder's letterhead.

15.9 Audited balance sheets of profit and loss account statement for last 2 years i.e., 2022-23 and 2023-24 (Financial Year) must be enclosed.

15.10 Letter of authorization to bid as mentioned in Annexure-VI on bidder's letterhead along with a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

15.11 Response to all points of the Technical evaluation format as per Annexure-IV. Bidder should submit financial / price bid as per Annexure – VII on bidder's letterhead in sealed Envelope 2 (Financial/Price Bid).

15.12 Declaration of near relatives of NTB employees as mentioned in Annexure-IX on bidder's letterhead.

15.13 Undertaking as mentioned in Annexure-X on bidder's letterhead.

15.14 NDA as per Annexure-XIII

16. BID PRICES

NA

17. REVEALING OF PRICES

The rates and/or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the price bid and failure to do so would result in disqualification and rejection of the Bidder.

18. VALIDITY OF BIDS

Bid shall remain valid for period of **90 days** from the last date of submission of Bid. A bid valid for shorter period is liable to be rejected.

19. BID INTEGRITY

Willful misrepresentation of any fact within the Bid will lead to cancellation of the contract without prejudice to other actions that the Bank may take. All the bids with accompanying documents will become property of **Nainital Bank**.

20. PRE-CONTRACT INTEGRITY BID

Bidders shall submit Pre-Contract Integrity Pact (IP) along with the technical bid as per Annexure-A of the RFP. Pre-Contract Integrity Pact is an agreement between the prospective bidders and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

Any violation of the terms of Pre-Contract Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings.

The Pre-Contract Integrity Pact begins when both parties have legally signed it. Pre-Contract Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the contract.

Pre-Contract Integrity Pact with the unsuccessful bidders will be valid 6 months after the contract is awarded to the successful bidder.

Adoption of Pre-Contract Integrity Pact

- ✓ The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons / officials of both sides, not to resort to any corrupt practices in any aspect / stage of the contract.
- ✓ Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible to participate in the bidding process.
- ✓ The Bidders shall submit signed Pre-Contract integrity pact as per the Annexure-A.
- ✓ Those Bids which are not containing the above are liable for rejection.
- ✓ Bidders should disclose the payments to be made by them to agents / brokers or any other intermediary.
- ✓ Bidders should disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- ✓ Pre-Contract Integrity Pact in respect to this contract would be operative from the stage of invitation of the Bids till the final completion of the contract.
- ✓ Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- ✓ The Pre-Contract Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.
- ✓ Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail Disqualification of the bidders and exclusion from future business dealings.
- ✓ Pre-Contract Integrity Pact shall be signed by the person who is authorized to sign the Bid.

21. FORMAT SIGNING AND LAST DATE OF SUBMISSION OF BID

- ❖ The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Price Bid and other requested information.
- ❖ All pages of the Bid document should be serially numbered in the format "Page No. X / Total

Pages Y" and shall be signed by the authorized person(s) only.

- ❖ The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature.
- ❖ The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the RFP document.
- ❖ Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.
- ❖ Bid should be typed and submitted on A4 size paper, spirally bound securely and in serial order.
- ❖ Bidders responding to this RFP shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.
- ❖ In the event of the target date for the receipt of bids being declared as holiday for the Bank, the bids will be received till the target time on the next working day.
- ❖ The bank may at its discretion extend the bid submission date.
- ❖ The modified target date & time will be notified on the web site of the Bank.

22. BID CURRENCY

Prices shall be expressed in Indian Rupees only.

23 LATE SUBMISSION OF BIDS

Any bid received through speed post, courier or hand delivery after the due date and time will be rejected. Bank will not entertain any request / query regarding the same.

24 MODIFICATIONS AND WITHDRAWAL OF BIDS

Once bid is submitted, no modification is permissible. No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity.

25 OPENING AND EVALUATION OF BIDS

25.1 Opening of Technical Bid

All the Bids will be opened at the date, time & location mentioned as above. The technical bids will be opened in the presence of representatives of the bidders (Max. two) who choose to remain present at the time of opening of BIDS. However, technical bids would be opened even in the absence of any or all the bidders' representatives should they choose not to remain present at the time of opening the bids.

25.2 Evaluation process

- ✓ The bids will be examined by the Bank to determine whether they are complete and whether required bid security has been furnished.
- ✓ A bid determined as not substantially responsive will be rejected.
- ✓ The Bank may, at its discretion waive any minor non conformity or irregularity in a bid which does not constitute a material deviation.
- ✓ After opening of the technical bids and preliminary examinations, some or all of the bidders may be asked to make presentation of the solution/ services offered by them.
- ✓ Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

25.2.2 Envelop 1 (Technical Evaluation)

Detailed technical evaluation will include, scrutiny of minimum eligibility criteria (as mentioned in **Annexure III**) and technical information submitted as per technical bid evaluation format (**Annexure**

IV). Bids meeting the eligibility criteria & having complied with the points of Technical Bid and attain minimum technical score shall be qualified for price bid opening & evaluation.

25.2.3 Envelop 2 (Financial/Commercial Evaluation)

The price bid of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting price bid set out in **Annexure-VII**. The commercial offer should consist of all administrative charges / service charges and other statutory charges, payments, taxes etc.

26. AWARD AND SIGNING OF CONTRACT

- ❖ **Nainital Bank** will notify successful bidder in writing by letter in duplicate.
- ❖ The Selected bidder has to return the duplicate copy of the letter to the bank, within 7 working days duly stamped and Signed by Authorized official in token of acceptance.
- ❖ The successful bidder shall be required to enter into a contract with the Bank, within 7 days from the receipt of work order/award of contract or within such extended period as may be decided by the Bank along with the letter of acceptance, BG and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.
- ❖ The cost of agreement needs be borne by the Contractor.
- ❖ Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter and contract should be submitted.

27. SIGNING OF CONTRACT FORM NDA & SLA

- [i] The selected Bidder shall execute
 - [a] Service Level Agreement (SLA), which must include all the services & terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by the Bank and
 - [b] Non-Disclosure Agreement (NDA) as per Annexure-XIII
- [ii] The selected Bidder shall execute the SLA and NDA within 7 days from the date of acceptance of letter of appointment or as intimated by the Bank.
- [iii] The all the expenses related to execution of the document such as The applicable stamp duty and registration charges if any shall be borne by the Bidder.

28 SUB-CONTRACTING

As per scope of the RFP, **subcontracting is explicitly prohibited**.

29 CANCELLATION / TERMINATION OF CONTRACT

- **Nainital Bank** may terminate the contract with successful bidder (Service Provider / Supplier) any time by giving a prior notice of **30 days in writing** as per terms of contract.
- In the event of instances of unsatisfactory service, misbehavior, theft, burglary, moral turpitude, misuse of the Bank's premises etc. by the successful bidder (Contractor) or by any employee of the Contractor, the Bank may instantly terminate the contract without any prior notice or showing any reason whatsoever to the successful bidder (Contractor) and the Contractor shall have no claim whatsoever against the Bank or any of its Officers in consequence of such termination.

The Security Deposit / Bank Guarantee kept with Bank, shall automatically stand forfeited under such

circumstances without any further correspondence / intimation in the matter.

- In the event of termination of this Contract for any reason whatsoever, the Bank shall have the right to publicize such termination to caution the customers / public from dealing with the successful bidder (Contractor) or any of its personnel.
- In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Supplier shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.
- The Bank (Purchaser), by 90 days' written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience.
- The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

30. LIQUIDATED DAMAGE & LIMITATION OF LIABILITY

If contractor fails to perform services within the technical specifications and scope of work with the requisite quality, inadequate manpower and within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent up to 10% of the bill.

Contractor's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

- a) IP Infringement indemnity.
- b) Bodily injury (including Death) and damage to real property and tangible property caused by Supplier's gross negligence.
- c) For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the Supplier that gave rise to claim, under this tender.

For (a) and (b) above, the liability is limited to the Compensation awarded by court of law.

31. INTELLECTUAL PROPERTY RIGHTS (IPR)

- ✓ Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
- ✓ Bidder 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.
- ✓ In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense:
 - [a] procure for Bank 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 bank for any amounts paid to bidder for such

deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank 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 the bank to use the proposed product.

The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims at the expenses of the indemnifying party.

Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

32. STATUTORY AND OTHER REGULATIONS

The Contactor shall comply with all the statutory obligations of the Government of India / State Governments / Municipal Authorities and local authorities applicable and the Bank shall not be liable for any action under the statutes applicable due to non-fulfillment of statutory obligations by the Contractor.

33. SCOPE OF WORK

The bank is having a customer base of more than 8 lakhs customers which are residing in the -5- states (Uttarakhand, Uttar Pradesh, Delhi, Haryana & Rajasthan) and has a count of 173 branches at present. The main requirement for the said survey is that the marketing firm should conduct the survey by capturing the data through online, virtual and face to face interaction with customers regarding the services offered by the bank through its presence of 173 branches in 5 states.

The state-wise and region-wise breakup of 16 bank branches chosen for the survey is as follows:

S.No	State	No. of Branches To be surveyed	Category-wise break up of branches (Rural/Semi- Urban/Urban/Metro)
1	Uttarakhand	Kumaon Region-5 Branches	Kumaon Region- 5 Rural area branches.
		Garhwal Region-4 Branches	Garhwal Region- 4 Rural area branches.
2	Uttar Pradesh	Western UP- 2 Branches	Western UP Region- One branch each Urban & Rural area.

		Central UP-2 Branches	Central UP Region- One branch each Semi Urban & Rural area.
3	Delhi	2 Branches	One branch each Metro & Rural area.
4	Haryana	1 Branch	One branch from Metro.
5	Rajasthan	Nil	Nil

After the conduct and completion of the survey in a month from awarding of contact, the entire report containing the data and findings will be shared with the committee within 30 Days of awarding of contact.

33.1 Sample Size-

Per branch sample size of 200 customers will be taken aggregating 3200 for all the 16 branches.

33.2 Methodology of shortlisting sample size:

The survey, in a time bound manner will be conducted with the help of a questionnaire consisting of feedback and data capture points with a scale of rating to encompass the overall financial services offered by the bank to its customers from various segments.

The proposal presented by the firm includes a sample size for the survey which includes a researched methodology to cater to provide inputs which will help the bank to improve the customer service and help in plugging the prominent gaps which customers are facing at present and may be encountered in future as well.

Some of the data points which will be included in conducting the survey are as follow:

- Demographic information of customers, including age, gender, occupation, income, and educational background.
- No. of years with the bank and Account Type: SB, CA, FD/RD/ Tax Deposit etc.
- Reasons for choosing Nainital Bank and their expectations from the bank.
- Facilities availed: Pass book, ATM card, Credit Card, Online Banking, UPI, Loans etc.
- Frequency of visiting the bank & for which occasions
- How a customer operates the account most of the times (visit to bank, online banking, UPI etc.)
- Satisfaction Level with the following: (1= Not at all satisfied5= Very much satisfied Scale)
- Satisfaction Level with process followed during bank account opening
- Detailed explanation for your queries/concerns and documents required
- Time taken for account opening
- Bank operational timings

More data points for conducting the said survey can be added up as and when required according to bank's requirement.

Further some of the data points regarding measuring the Satisfaction Level are as follows:

- Bank staff's courtesy, politeness, responsiveness, promptness, and efficiency
- Bank infrastructure facilities: Vehicle parking place, Purified drinking water, Bank cleanness, seating arrangements, ventilation
- Customer care responsiveness and complaint handling efficiency
- Net banking, Mobile banking facilities
- Bank's interest rate, charges for different purposes, Reminders/Communication on loan status/credit card status
- Overall Level Satisfaction and Recommendation level (Net Promoter Score NPS) (NPS will be measured in 10 point scale)
- Other requirements, gaps they have observed, Suggestions for improvement of bank operations/products/services

More data points for measuring satisfaction level can be added up as per the recommendation of customer committee.

34. Bid Evaluation:

Bids/RFP will be evaluated on the basis of Capability/previous experience of firms, presentation and financial bid in the ratio as follows-

- | | |
|---|-------|
| a. Capability/previous experience of firms, presentation- | 15% |
| b. Financial bid | - 85% |

35 SETTLEMENT DISPUTES AND ARBITRATION

a) Any dispute or difference of any kind whatsoever if arise between the Bank and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

b) If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration.

Arbitration may be commenced prior to or after delivery of the goods under the contract. Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

The dispute resolution mechanism to be applied shall be as follows:-

- a) In case of dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with the agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 including and modifications and re-enactment thereof
- b) The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator.
- c) In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed as per the Arbitration and Conciliation Act, 1996 including and modifications and re-enactment thereof
- d) Arbitration proceedings shall be held at Nainital, Uttarakhand India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal.
- f) However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- g) Notwithstanding any reference to arbitration herein,

a) the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and

b) the Bank shall pay the supplier any monies due to the supplier however subject to deductions due to penalties etc. and claims if any raised by the Bank.

Submitting to arbitration may be considered as an additional remedy and it does not preclude Parties to seek redressal/ other legal recourse.

36. Representation and Warranties

The Bidder represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:-

- i. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the RFP and unless the Bank specifies to the contrary, the Bidder shall be bound by all the terms of the RFP.
- ii. That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of the Contract.
- iii. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
- iv. That are –

a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under the Contract; and

b) no inquiries or investigations have been threatened, commenced or pending against Bidder by any statutory or regulatory or investigative agencies.

- v. That the Bidder is validly constituted and has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- vi. That all conditions precedent under the Contract has been/ shall be complied by the bidder.
- vii. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract:
 - a) will contravene, any provision of any applicable law or any order, writ, injunction or decree of any court or government authority binding on the Bidder.
 - b) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject, or
 - c) Will violate any provision of the Memorandum or Articles of Association of the Bidder.
- viii. That the Bidder certifies that all registrations, recordings, filings and notarizations of the bid documents/ agreements/ contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been/ shall be made.
- ix. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Bank, which may directly or indirectly have a bearing on the Contract.

37. Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this RFP shall not be affected or impaired.

ANNEXURE-A

INTEGRITY PACT

Between

Nainital Bank hereinafter referred to as “The Bank”

and

..... Hereinafter referred to as “The Bidder/Contractor”

The Bank intends to award, under laid down organizational procedures, contract/s for Supply of Services by Market Research Agencies/firms to conduct a customer satisfaction Survey. The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidders(s) and/ or Contractor(s).

In order to achieve these goals, the Bank will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Bank

1. The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Bank will, during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Bank will exclude from the process all known prejudiced persons.
- d) Undertaking by the authority that officials won't demand or accept bribes, kickbacks, gifts, facilitation payments, etc., with appropriate administrative, disciplinary, civil or criminal sanctions in case of violation.

2. If the Bank obtains information on the conduct of any of its employees which is a criminal offence under the BNS 2023/PC Act, or if there be a substantive suspicion in this regard, the Bank will inform the Chief of Internal Vigilance and in addition can initiate disciplinary actions.

Section 2 – Commitment of the Bidder(s)/Contractor(s)

1. The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s) / Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder (s) / Contractor (s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s) / Contractor Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only.
 - e) The Bidder (s) / Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) Bidders shall not approach the Courts while representing the matters to IEMs and he / she will await the decision in the matter.
 - g) Undertaking by each bidder that it has not paid and will not offer or pay any bribes, kickbacks, facilitation payments, gifts, etc., in order to obtain or retain a contract; along with the appropriate contractual, administrative civil or criminal sanctions in case of violation.
 - h) An undertaking by each bidder that it has not colluded and will not collude with other bidders in order to rig or influence the tender process in any way.
 - i) An undertaking by each bidder to disclose to the authority and to monitor all payments made, or promised, in connection with contract in question to anybody (including agents and other middlemen). This refers to payments made directly as well as indirectly through family members, etc.
 - j) The explicit acceptance by each bidder that the no-bribery commitment and the disclosure obligation as well as the corresponding sanctions, remain in force for the winning bidder until the contract has been fully executed.
 - k) The explicit acceptance by each bidder that it will have to provide the same IP undertakings from all its subcontractors and joint-venture partners, if any.
2. The Bidder (s) / Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 3. The Bidder(s)/Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s)/ sub-contractor(s), if any. Further, the Bidder/Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s)/sub-contractor(s). Agents/Agency Commission: The Seller/Bidder confirms and declares to the buyer that the Seller/Bidder is the original manufacturer or authorized distributor /stockist of original manufacturer or Govt. Sponsored / Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS) of the stores and / or Services referred to in this tender/offer / contract / Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer

or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller/Bidder agrees that if it is established at anytime to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract / purchase order, the Seller/Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects /program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller/Bidder who shall in such event be liable to refund agents /agency commission payments to the buyer made by the Seller/Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Bank is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process.

Section 4 – Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit /Bid Security, if any.
2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.

Section 5 – Previous Transgression

1. The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti- corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
2. The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
3. The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
4. The Bidder/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
5. Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fit by the Bank.
6. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Section 6 – Equal treatment of all Bidders/Contractors/Sub- Contractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub- contractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub- vendors.
2. The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.

3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) /Contractor(s) /Sub contractor(s)

If the Bank obtains knowledge of conduct of a Bidder, Contractor or Sub- contractor or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Bank has substantive suspicion in this regard, the Bank will inform the same to the Chief of Internal Vigilance

Section 8 – Independent External Monitor / Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.
3. The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor 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 Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/Contractors(s)/Subcontractors(s) with confidentiality.
4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
7. If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded on whomsoever it may be.

○ If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Bank.

Section 10 – Examination of Books of Accounts

In case of any allegation of, violation of any provisions of this Integrity Pact or payment of commission, the Bank or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall

provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

Section 11 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Head Office of the Bank, i.e. Nainital.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.
4. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
6. Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

Company Code of Conduct

Bidder(s) / Contractor(s) also has a code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

Sanctions for Violation

If the Bidder(s)/Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s)/ Seller(s) from the tender process or take action as per the procedure mentioned here in below:

- i. To disqualify the Bidder/Seller with the tender process and exclusion from future contracts
- ii. To debar the Bidder/Seller from entering into any bid from Buyer for a period of two years.
- iii. To immediately cancel the contract, if already signed / awarded without any liability on the Buyer to compensate the Bidder/ Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
- iv. To encash EMD/Advance Bank Guarantees/Performance Bonds/ Warranty Bonds, etc. which may have been furnished by the Bidder / Seller to the extent of the undelivered Stores and / or Services.

If the Buyer obtains knowledge of conduct of a Bidder/ Seller or of an employee or a representative or an associate of a Bidder / Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief of internal Vigilance

Compensation for Damages

If the Buyer has disqualified the Bidder(s) / Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

Price Fall Clause

The Bidder undertakes that it has not supplied/ is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or Coal India Ltd and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product/ Systems or Subsystems was supplied by the Bidder to any other Ministry / Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.”

The parties hereby sign this Integrity Pact aton

(For & On behalf of the Bank)
(Office Seal)

Place -----

Date:

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place -----

Date.....

Annexure-I

BID COVERING LETTER

(To be submitted by the bidder/agency along with bid documents)

Ref. No.:

Place:

Date:/.../2024

To
Head Operations,
The Nainital Bank Limited,
HEAD OFFICE: **Seven Oaks, GB Pant Road**
Mallital, Nainital- Uttarakhand 263001.

Dear Sir,

Having examined the Request for Proposal (RFP/tender): , the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply the services for **Conducting of Customer Satisfaction Survey** of your Bank in conformity with the said RFP/tender for the sum mentioned in the Price Bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached and made part of this Bid.

We undertake (if our Bid is accepted) to **Conduct Customer Satisfaction Survey** in accordance with the Schedule specified.

If our bid is accepted, we undertake to execute a contract at our cost. We agree to abide by this bid for a period of 90 days from the last date of submission of Bid and the Bid shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and Notification of Award shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.

I/we read and understood all conditions and requirements of **Nainital Bank** , Head Office, Nainital for providing sweeping, cleaning & maintenance services.

Dated this..... Day of 2025

SIGNATURE OF THE AUTHORISED PERSON WITH DESIGNATION & SEAL

BIDDER DETAILS

Annexure-II

No	PARTICULARS	TO BE FILLED BY THE PARTICIPANT		
1	Full Name of the Firm/ Company			
2	Constitution	Proprietorship / Partnership / Company / Society		
Registrations, deeds, bylaws to be submitted				
3	Complete Address			
	Telephone No./Mobile No.			
	Fax & e-mail			
	Website URL, if any			
4	Details: Proprietor/Managing Partner/Managing Director	Name:		
		Address:		
		Mob. No./Phone No.:		
		e-mail:		
5	Authorized person to sign & act on behalf of the agency (Enclose Authorization Letter)	Name:		
		Address:		
		Mob. No./Phone No.:		
		e-mail:		
6	Profit as on	31.03.2023	Rs.	
		31.03.2024	Rs.	
Attach documentary proof like IT Returns, Audited Balance sheets etc.				
7	Date of establishment / incorporation / commencement of business			
	Experience (at least for 02 years)			
	No. of survey conducted			
Enclose – MOA, AOA, Partnership deed, Certificate of Registration & Renewal (whichever is applicable)				
	Name of the previous clients	Details of works carried	Value of work order	Period of work
	1			
	2			
	3			
	4			
	5			
Copies of previous work orders should be enclosed				



8	Top three completed survey conducted. The experience certificate with completed contract value duly issued by the client to be enclosed as evidence.		
	Description	Details	
	Completed Contract-1		
	Client Name and Address		
	Contract Value (completed)		
	Duration of Contract	From: _____ To _____	
	Client Representative Name		
	Contact No (Landline/Mobile No)		
	e-mail ID		
	Completed Contract-2		
	Client Name and Address		
	Contract Value (completed)		
	Duration of Contract		
	Client Representative Name		
	Contact No (Landline/Mobile No)		
	e-mail ID		
	Completed Contract-3		
	Client Name and Address		
	Contract Value (completed)		
	Duration of Contract		
	Client Representative Name		
	Contact No (Landline/Mobile No)		
	e-mail ID		
	9	PAN No.	
		GST No.	
10	Reg. no.		
11	Date of registration		
12	Details of EMD	D.D. No.:	
		Issue Date:	
		Issuing Bank:	
		Branch:	

13		
	GST registration no. with date	
14	Address of the office	
15	Contact Person	
16	For remaining terms and conditions enclose a separate sheet	

Verification: I verify that, all the details furnished above are true and correct to the best of my knowledge and belief. I understand that, in case of furnishing any false information or suppression of any material information, the bid shall be liable for rejection besides initiation of penal proceedings by the bank, if it deems fit.

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**

ELIGIBILITY CRITERIA

The bidders/agencies meeting the following criteria are eligible to submit their bids along with supporting documents. If the bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected;

No	Eligibility criteria	Documents to be submitted
1	The bidder must be a Firm / Proprietary / Company registered under Companies Act with experience of minimum 02 years.	i In case of Proprietary copy of GST registration certificate, ii In case of firms Copy of the firm registration Certificate iii In case of company copy of certificate of incorporation issued by Registrar of companies and full address of registered office.
2	Handled minimum 2 (Two) completed customer surveys	Copy of the work order and work completion certificates issued by the Banks specifying the below criteria's for the works carried out during the period from 01/04/2022 to till date. 1. Scope of work. 2. Contract value. Period of the contract for completed.
3	Registered with GST, PT, Etc., authorities and must be in possession of Permanent Account No (PAN)	Copy of valid registration certificate of GST, PT etc., and PAN Should be submitted.

A copy of the Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder/agency. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**

TECHNICAL BID EVALUATION

Bids/RFP will be evaluated on the basis of Capability/previous experience of firms, presentation and financial bid in the ratio as follows-

- a. Capability/previous experience of firms, presentation- 15%
- b. Financial bid - 85%

The Bank will use criteria and information in addition to what has been asked above for evaluation. This would include, but may not be limited to, verification of references given by the contractor, evaluation of contractor's existing work by making site visits, etc.

**SIGNATURE OF THE AUTHORISED PERSON WITH
DESIGNATION & SEAL**

Annexure-V

LETTER OF AUTHORISATION TO BID

No.

Dated: / /2025

To,
Head Opearations,
The Nainita Bank Limited,
HEAD OFFICE: Seven Oaks, GB Pant Road
Mallital, Nainital- Uttarakhand 263001

Dear Sir,

Sub: Letter of Authorisation to bid for **Nainital Bank's** RFP floated for **Supply of Services for Conduct Customer Satisfaction Survey** requirements.

We M/s (Name and address of the contractor) hereby authorize
..... (Name, cadre and Address of Agents), as our Authorized representative to submit a bid, and sign the contract on behalf of us for all the requirements by the bank as called for vide the bank's request for proposal reference no. Dated 2025

Yours faithfully,

**SIGNATURE OF THE
AUTHORISED PERSON WITH
DESIGNATION & SEAL**

(Note: This letter of authority should be on the letterhead of the principal contractor/ agency/ organization on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Agency in its bid. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter and contract should be submitted)

FINANCIAL BID

Annexure – VI

(Price Bid to be submitted in a sealed envelope)

Subject: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY OF SERVICES FROM MARKET RESEARCH AGENCY/FIRM FOR CONDUCTING CUSTOMER SATISFACTION SURVEY

Total cost of Survey of 3200 customer inclusive of taxes- Rs.....

(Amount In words: Rupees

.....
.....)

I / We agree to the guidelines, instructions and all terms and conditions governing the RFP and/or awarding of work contract under above RFP.

I / We undertake to comply with the additional terms and conditions that may be stipulated by the bank in the work orders from time to time.

Place:

Date:

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**

DECLARATION OF NEAR RELATIVES OF NTB EMPLOYEES

I/We.....S/o/D/o.....
residing at..... hereby
 certify that none of our relatives as defined in the Tender Document is/are employed in **Nainital Bank** as
 per details given in the Tender Document. In case at any stage, it is found that the information given by me
 is false/incorrect, **Nainital Bank** shall have the absolute right to take any action as deemed fit, without any
 prior intimation to me.

[The near relatives are members of a Hindu Undivided Family/Husband and Wife/the one related to other in
 the manner as father, mother, son(s), and son's wife (daughter – in – laws), daughter(s), husband (son-in-
 law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law)]

Place:

Date:

**SIGNATURE OF THE AUTHORISED PERSON
 WITH DESIGNATION & SEAL**

Name in block letters

Address:

UNDERTAKING

We hereby certify that we have gone through the RFP Document and we have fully understood the conditions herein. We hereby assure that we will comply with all the terms conditions and will undertake full compliance thereof.

Place:

Date:

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**

Name in block letters

Address:

Non-Disclosure Agreement

THIS AGREEMENT made and entered into aton this theday of.....2025 between NAINITAL BANK, having its Corporate Office at Seven Oaks, GB Pant Road, Mallital, Nainital-263001- Uttarakhand, hereinafter called the “BANK” which term shall wherever the context so require includes its successors and assigns

AND

M/s Limited a company registered under the Companies Act having its registered office at..... hereinafter called the “Supplier” which term shall wherever the context so require includes its successors and assigns, WITNESSETH:

WHEREAS

The Bank is inter-alia engaged in the business of banking and intends to procure **Supply Of Services From Market Research Agency/Firm For Conducting Customer Satisfaction Survey**

M/s..... Limited has been engaged in the business of providing the Supply of above services.

The parties have entered into agreement dated for Supply Of Services For Conducting Customer Satisfaction Survey and have established business relationship between themselves. In course of the said purpose, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information. The parties have agreed that disclosure and use of such confidential information shall be made and on the terms and conditions of this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information: Confidential Information means all information disclosed/ furnished by either party to another party in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof and all electronic material or records, tenders and other written, printed or tangible thereof and include all information or material that has or could have commercial value or other utility in the business in which disclosing party is engaged.

Receiving party may use the information solely for and in connection with the Purpose.

2. Use of Confidential Information:

Each party agrees not to use the other’s confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential

information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

Upon written request by the Bank, the Supplier shall:

- i. cease using the Confidential information,
- ii. return the Confidential Information and all copies, notes or extracts thereof to the Bank within seven (7) business days of receipt of request and
- iii. confirm in writing that the Receiving Party has complied with the obligations set forth in this paragraph."

3. Exemptions:

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

- Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality
- Is or becomes publicly known through no unauthorized act of the Receiving party
- Is rightfully received from a third party without restriction and without breach of this agreement
- Is independently developed by the Receiving party without use of the other party's confidential information and is so documented.
- Is disclosed without similar restrictions to a third party by the Party owning the confidential information Is approved for release by written authorization of the disclosing party; or
- Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

Notwithstanding the above, the obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No License under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information

6. Return of Confidential Information

Upon written demand of the disclosing party, the receiving party shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

7. Remedies

The receiving party acknowledges that if the receiving party fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The receiving party agrees that, in addition to all other remedies provided at law or in equity, the disclosing party shall be entitled to injunctive relief hereunder.

8. Entire Agreement

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Indemnity Clause

“The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.”

10. Governing Laws

The provisions of this agreement shall be governed by the laws of India.

In witness whereof, the parties hereto have set their hands through their authorized signatories

BANK

M/s