



THE NAINITAL BANK LIMITED

HUMAN RESOURCE DEPARTMENT

Seven Oaks Building, Head Office, Nainital--263001

Ph No: 05942-235834

Email: hrm@nainitalbank.co.in



REQUEST FOR PROPOSAL (RFP)
FOR
SUPPLY OF MANPOWER FOR HOUSEKEEPING, CUSTOMER
CARE AND MAINTENANCE SERVICES
TO
NAINITAL BANK OFFICES / BRANCHES

*This document is meant for the specific use by the Bidder/s to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Nainital Bank expects the Bidders or any person acting on behalf of the Bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. **The Bidder/s do hereby undertake that they shall hold the information received by them under this RFP process or the contract “in trust” and they shall maintain utmost confidentiality of such information. The Bidders have to agree and undertake that (a) They shall maintain and use the information only for the purpose as permitted by the Bank (b) To strictly allow disclosure of such information to its employees, agents and representatives on “need to know” basis only and to ensure confidentiality of such information disclosed to them.** The Bidders will be held responsible for any misuse of information contained in this document or obtained from the Bank during course of RFP process, and liable to be prosecuted by the Bank in the event such breach of confidentiality obligation is brought to the notice of the Bank. By downloading the document, the interested parties are subject to confidentiality clauses.*



THE NAINITAL BANK LIMITED

RFP for supply of Manpower for Housekeeping, Customer Care and Maintenance Services

INDEX

Sl.No	Subject	Page No
1	REQUEST FOR PROPOSAL	5-6
2	PURPOSE	7
3	INVITATION	7
4	DISCLAIMER	7
5	AUTHORIZATION LETTER	8
6	ELIGIBILITY CRITERIA	8
7	RFP COST	9
8	EARNEST MONEY DEPOSIT (EMD)	9
9	EXEMPTION FOR MSME/NSIC REGISTERED BIDDERS	10
10	PRE BID QUERIES, CLARIFICATIONS & AMENDMENTS	10
11	THE BID SHOULD CONSIST OF	11
12	SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE (BG)	12
13	BIDDING DOCUMENT AND COST OF BIDDING	12
14	CONTENT OF BIDDING DOCUMENT	12
15	PREPARATION AND SUBMISSION OF BIDS	13
16	BID PRICES	14
17	REVEALING OF PRICES	14
18	VALIDITY OF BIDS	14
19	BID INTEGRITY	14
20	PRE-CONTRACT INTEGRITY PACT	14
21	FORMAT, SIGNING AND LAST DATE OF SUBMISSION OF BID	15
22	BID CURRENCY	16
23	LATE SUBMISSION OF BIDS	16
24	MODIFICATION AND WITHDRAWAL OF BIDS	16
25	OPENING AND EVALUATION OF BIDS	16
26	AGREEMENT AND SIGNING	17
27	SIGNING OF CONTRACT FORM NDA & SLA	17
28	SUBCONTRACTING	17
29	CANCELLATION/TERMINATION OF CONTRACT	17
30	LIQUIDATED DAMAGE & LIMITATION OF LIABILITY	18
31	INTELLECTUAL PROPERTY RIGHTS (IPR)	18
32	STATUTORY AND OTHER REGULATIONS	19
33	SCOPE OF WORK	19
34	TERMS AND CONDITIONS	20-29



NAINITAL BANK

THE NAINITAL BANK LTD.

35	SETTLEMENT DISPUTES AND ARBITRATION	29-30
36	REPRESENTATION OF WARRANTEES	30-31
37	SEVERABILITY	31
38	ANNEXURE-A (INTEGRITY PACT)	32-36
39	ANNEXURE-I BID COVERING LETTER ANNEXURE-II BIDDER DETAILS	37-40
40	ANNEXURE-III ELIGIBILITY CRITERIA	41-42
41	ANNEXURE-IV TECHNICAL BID EVALUATION	43-44
42	ANNEXURE-V BANK GUARANTEE	45-48
43	ANNEXURE-VI LETTER OF AUTHORISATION TO BID	49
44	ANNEXURE-VII FINANCIAL BID	50
45	ANNEXURE-VIII (a) DECLARATION REGARDING MINIMUM WAGES	51
46	ANNEXURE-VIII (b) CERTIFICATE REGARDING REMITTANCE OF (EPF, ESIC and Others)	52
47	ANNEXURE-VIII (c) CERTIFICATE FOR COMPLYING WITH ALL THE APPLICABLE LABOUR LAWS AND THE RULES/ORDERS	53
48	ANNEXURE-IX DECLARATION OF NEAR RELATIVES OF NTB EMPLOYEES	54
49	ANNEXURE-X UNDERTAKING	55
50	ANNEXURE-XI AFFIDAVIT REGARDING BLACKLIST/DELIST/DEBARRED	56
51	ANNEXURE-XII DETAILS OF LITIGATION / ARBITRATION CASES	57
52	ANNEXURE-XIII NON-DISCLOSURE AGREEMENT	58-63

Signature of bidder along with seal of firm or company

RFP for supply of Manpower for Housekeeping & Customer Care Maintenance Services

1. REQUEST FOR PROPOSAL:

For Supply of manpower for Housekeeping, & Customer Care Maintenance Services at our *Branches*, Regional Offices, Head Office and others, with an approximate number of required manpower is 75, at present.

The Nainital Bank Limited (hereinafter referred to as 'NTB' and/or 'The Bank' for the sake of brevity and convenience) is a Scheduled Commercial Bank having 171 branches at present operating in Uttar Pradesh, Uttarakhand, Delhi, Haryana, Rajasthan and Delhi with Administrative offices at Noida, Dehradun, Haldwani and Nainital.

The Bank is proposing to outsource Housekeeping & Customer Care Services by engaging contract agencies involved in providing these services for its Branches and Offices. We invite comprehensive proposals (sealed tenders) from the firms/ 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 **"Vice President-HRM, The Nainital Bank, Head Office, Seven Oaks, Mallital, Nainital-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	RFP 02/2024-25
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 24.02.2025 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, Vice President-HRM, +917055101012, vp.hrm@nainitalbank.co.in
Technical Evaluation (Yes/No)	Yes
Is multi-currency allowed (Yes/NO)	NO (INR Only)
Payment Mode (Online/Offline)	Online
Last date of receiving written request for clarifications before the pre-bid meeting	02.03.2025 mail to hrm@nainitalbank.co.in
Last date and time for submission of Bids	On or before 10.03.2025 by 5.00 p.m.
Place and address for submission bids	The Nainital Bank Limited, Head Office, Seven Oaks, Mallital, Nainital-263001, Uttarakhand
Pre Bid Meeting date online	11.03.2025

**NAINITAL BANK**

THE NAINITAL BANK LTD.

Opening of Technical Bids (Date, Time and Place)	Technical Bids will be opened on 12.03.2025 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.
Opening of Financial Bids	Financial bids of those bidder who qualify in the Technical Bids would be opened on or after 15.03.2025, 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 by the way of DD payable at Mall Road, Nainital Bank Limited, Head Office, Nainital, A/c No999-42092-25 IFSC – NTBL0NAI999,
Earnest Money Deposit	Rs.3,40,000/- (Rupees Three lakh forty thousand only) should be submitted along with Technical Bids & should be remitted through NEFT / RTGS / IMPS for the credit of A/c No. 999-42092-25 IFSC – NTBL0NAI999, favouring Nainital Bank, HO: Nainital.
Estimated Annual Cost (Approximately)	Rs.1.70 Crores (in the first year) and thereafter increase of 10% on year to year basis.

2. The mandatory condition for accepting the bids shall be the previous services rendered by the agency/ies
3. 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.
4. 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.
5. 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.
6. No personal enquiry will be entertained.
7. 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 manpower for Housekeeping & Customer care Services at our Branches, Regional Offices, Head Office and other Offices.

3. INVITATION

The bidders desirous of taking up the contract for supply of manpower for Housekeeping & Customer Care Services at Branches, Regional Offices , Head Office or other offices 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 provide Sweeping, Cleaning & Maintenance Services adhering to the 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 Registered firm / company registered under companies Act **with an experience of at least 05 (FIVE) years** in the field of house-keeping and customer care services and should possess the necessary capacity, expertise and experience in providing similar services to government institutions / organizations, at least equivalent to scale of our Bank.

6.3 The bidder / agency must be in profits. Last three years' audited balance sheets certified by Chartered Accountants should be produced.

6.4 The bidder / agency should furnish the cliental 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 bidder / agency should have the adequate personnel; credible supervisory infrastructure and network to provide the services required at all the places.

6.7. 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).

- Registration Certificate under Shops and Establishments Act.
- Previous Years' Income Tax Returns, PAN and TAN.
- Registration Certificate of ESIC, EPF Registration No. under EPF & Miscellaneous Provisions Act, 1952, Registration under Profession Tax act – as applicable.
- Agency should be enrolled with RLC / ALC under Contract Labour Act 1970 and certificate to that effect should be produced.
- Valid registration certificate under NSIC / MSME for specific grade, as applicable.

6.8 Technical Specifications (Technical Details) are to be furnished item-wise. Please furnish full details, ensuring strict conformity with the specifications in every aspect, in order to avoid ambiguity.

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

6.10 The agency must have its Head Office or any representative/admin office/s at any of the Branches operating in the Five States of the Bank with an authorized representative who will be available on all working days at that place.

6.11 In case there is no office / branch at any one of the above centers, the agency should furnish an assurance letter accepting to open an office / branch at any one of the above said 3 centers with an authorized representative.

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 999-42092-25 IFSC – NTBL0NAI999 favouring Nainital Bank, HO: Nainital.

8. EARNEST MONEY DEPOSIT

Bidder to submit the EMD (bid security) of **Rs.3,40,000/- (Rupees Three lakh forty thousand only) along with Technical Bid &** should be remitted through NEFT / RTGS / IMPS for the credit of A/c No 999-42092-25 IFSC – NTBL0NAI999 favouring Nainital Bank, HO: Nainital.

The EMD remitted particulars should be mentioned with the "Non-Price Bid / Technical Bid". Any bid not accompanied with the requisite EMD/NSIC/MSME certificate(s) shall be treated as non-responsive and is liable to be rejected.

The EMD of successful bidder will be discharged and returned upon the bidder signing the contract, Service level agreement & furnishing the Performance Security in form of Security Deposit/ Bank Guarantee as per terms and conditions of the Bank.

The EMD of Unsuccessful Bidders will be discharged or returned without interest as promptly as possible but in any case not later than the 30th day after the expiry of the period of bid validity (120 days from the last date of submission of BID) prescribed by the Bank.

If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation for the RFP to be floated by the Bank during next one year, at the sole discretion of the Bank.

The EMD is liable to be forfeited in case of occurrence of any or all of the following events

- 1) If the bidder withdraws his / her / their bid during the period of bid validity {And / Or}
- 2) If the Bidder makes any statement, submissions or encloses any form or provides any information which turns out to be false / incorrect at any time prior to signing of contract.

OR

- 3) In case of a successful bidder, if the bidder fails:

- ✓ To sign the Contract within the stipulated time.
And/or
- ✓ Fails to comply with any terms of tender or work order.
And/or
- ✓ Found any statement/enclosures/annexures is False/Incorrect

09. EXEMPTION FOR MSME / NSIC REGISTERED BIDDERS

Firms/ companies 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 02.03.2025 before 3:00 pm in undermentioned format:

No	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 endeavour 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**, HRM 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, tender cost, Information on Earnest Money Deposit (EMD), 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 manpower for Housekeeping & Customer care Services Contract**" 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.

The Bidder shall send the Bid Envelope through Courier / Registered Post / Speed Post at The Nainital Bank Ltd., Head Office, Seven Oaks, Mallital, Nainital-263001,

Uttarakhand on or before 10.03.2025 (By 17.00 Hrs.) (Bid Submission Date).

The date of dispatch of Courier / Registered Post / Speed Post receipt should be on or before last date of bid submission. The receipt of Courier / Registered Post / Speed Post for tracking purpose should be sent on email id of RFP Coordinator mentioned in this RFP

However, if the said Bid Envelope sent through Courier / Registered Post / Speed Post is lost in transit or is not delivered within 3 days from last date of bid submission in such circumstances the Bank shall not be liable, whatsoever, due such misplacement or non-delivery of said bid envelope.

Further, the Bidder, whose bid envelope is misplaced in transit or is undelivered within 3 days from last date of bid submission cannot resubmit his bid on the pretext of misplacement or non-delivery of the Bid envelope.

12. SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE (BG)

The selected bidder/ contractor would be required to submit **Security Deposit/ Performance Bank Guarantee** to the Bank for **an amount equivalent to 10% of annual value of the contract** within 07 days from the receipt of Award of Contract and prior to commencement of work under the contract.

Security deposit will not bear any interest.

Selected bidder/contractor can also furnish Bank Guarantee (issued only by scheduled commercial bank except the Nainital Bank Ltd.) for the said amount which shall be acceptable to Bank and shall be valid for the contract period from the date of signing the contract with additional claim period of six months after expiry of validity period or such other extended period as the Bank may decide for due performance of the obligations undertaken by the successful bidder.

The percentage of the security deposit is subject to change and can be revised as per Bank's requirement.

The bank guarantee should be issued by any scheduled commercial bank, other than **Nainital Bank {a format for BG is attached in Annexure –V}**.

The Security Deposit / Performance Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance by the successful bidder or breach of performance of the conditions of the contract which may warrant invoking of Security Deposit / Bank Guarantee (BG).

In addition, if any act of the Contractor results in imposition of Liquidated Damages then the Bank reserves the right to invoke the Performance Bank guarantee or recover from Security Deposit.

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**, HRM 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 120 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 3 years i.e., 2021-22, 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 regarding minimum wages to be paid by the contractor as mentioned in Annexure-VIII (a) and certificate as mentioned in Annexure-VIII (b) on bidder's letterhead.

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

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

15.15 Affidavit on a non-judicial stamp paper of Rs.100/- duly notarized declaration as mentioned in Annexure-XI.

15.16 Details of litigation / arbitration cases resulting from the contracts executed in the last five years or currently under execution as mentioned in Annexure-XII.

15.16 NDA as per Annexure-XIII

16. BID PRICES

The administrative charges / service charges and other statutory charges, payments, taxes, etc., **per person per month** should be quoted in price bid inclusive of escalation on account of increase in tool cost during the contract period of initial one year and renewable on the same terms and conditions, including profit, lump sum payment towards the cost such as Insurance, Personal Protective Equipment, Tools required, all taxes, uniform, duties & statutory levies, etc.,

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 **120 days** from the last date of submission of Bid. A bid valid for shorter period is liable to be rejected. The bidder may be required to give consent for the extension of the period of validity of the bid beyond initial 120 days, if so desired by the Bank in writing or by email.

Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However, any extension of validity of bids will not entitle the bidder to revise / modify the bid document.

19. BID INTEGRITY

Wilful 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.

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. In the event is modified it is treated as non-responsive and the EMD will be forfeited. Similarly, if the bid is withdrawn the EMD will be forfeited.

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**) and site visits. 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 administrative charges / service charges and other statutory charges, payments, taxes etc. per contract worker for the tendered work.

Note: The Bidders should ensure to follow the minimum wages (Central Govt./ State Govt. whichever is higher) Labour act, ESIC, EPF, Insurance and all statutory obligations etc. while quoting the price bid and final price in the price bid.

26. AGREEMENT AND SIGNING

- ❖ **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 07 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, misbehaviour, theft, burglary, moral turpitude, misuse of the Bank's premises etc. by the successful bidder (Contractor), contract manpower deployed by the 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, minimum qualification of the 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 monthly bill. If it is on recurring basis then 10% will continue to be deducted on monthly bills

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

Duties of a person to be deployed as sweeper can be divided into three types as below.

33.1 Duties for a sweeper to be performed once in a day

- Sweeping and moping of the complete area in the premises occupied.
- Dusting of table, chairs and other office furniture.
- Brushing and cleaning of carpets.
- Watering of indoor / outdoor plants.
- Daily removal of waste material.
- Cleaning of water filters, flasks and glasses.
- Cleaning of water coolers and refilling.
- Loading and unloading of materials.
- The work of messenger, pantry and other services assigned to them from time to time by the Bank.
- Cleaning of toilets with appropriate cleaning agents.

33.2 Duties of a sweeper to be performed once a week

- Cleaning of Fans, Tube lights, Venetian blinds, etc.
 - Cleaning of glasses and laminated surfaces.
 - Removing the cobwebs from the premises occupied.
- Any other work of such nature entrusted by the Branch / Office from time to time

33.3 Duties of a sweeper – cum – office boy

- Simple binding of books and registers.
- Filing independently letters and other papers in receipt. Filing it as per indications marked there on.
- Assisting in issuing stationery.
- Stack the old records in orderly manner and assisting by giving them out when required.
- Undertaking the whole process of stitching the vouchers viz. sorting, arranging, numbering and tallying the total number of vouchers.

- Dispatch of outward post/local delivery.
- Any other work of such nature entrusted by the Branch / Office from time to time.

In addition to that, the person so deployed through contract agency for housekeeping & customer care services are also required to perform other tasks not specified above but allotted to them as per bank's requirement from time to time.

33.4 Scope of work for Contractor

- Providing manpower as per bank's requirement
- Submission of monthly bill
- Payment of persons deployed within 7 days after completion of month
- Regulatory Payments like EPF/ESIC/PT/Labour welfare fund if applicable etc. in respect of persons deployed should be made within stipulated time of respective department
- All detail guidelines for scope of work of contractor are specified in Sr.No.34

33.5 Manpower Requirement

- The bank proposes to deploy the required man power in the branches located across the Bank Branches for housekeeping and customer care services.
- The approximate identified vacancies for the current year are 5-10 (for the administrative offices and proposed new opening of branches) and the approximate total number of vacancies would be around 70 to 75 (would be engaged in a phased manner).
- Bank may fulfill the vacancies in certain periodic intervals like monthly/quarterly/half yearly etc.,
- However, the Bank reserve all the rights to increase or decrease the number of persons required and /or altogether change in the deployment locations.

34. TERMS AND CONDITIONS

34.1 The payment to the engaged personnel by the contract agency should be in conformity with the provisions of the Minimum Wages Act as per norms laid down by Chief Central Labour Commissioner (Central) and paid at the frequency laid under the law. Minimum Wage consists of Basic Wage and the Special allowance i.e. Variable Dearness Allowance (V.D.A declared every six monthly). The contractor while quoting the Rates must take into account the existing Minimum Wage of Central Govt.

Note: It is to be noted that both the Central Govt. and the State Govt. have notified the rates of the Minimum Wages. The rates of the Minimum Wages whichever is higher will be applicable in respect of the specific 'Scheduled Employment', as declared by the Chief Labour Commissioner (Central) from time to time. At present, Minimum wage rates of both Central Govt. & State Government according to Area notified by the Dy. Chief Commissioner (Central) is applicable.

34.2 Uniform rate of Minimum wages are applicable throughout **Nainital Bank** as per the applicable category as "Unskilled", contractor must ensure that the applicable Rates of Wages are quoted with the applicable Statutory overheads.

34.3 Bonus presently at the Applicable rates of Minimum Wages for the scheduled employment to be paid as per applicable at that time or one month minimum wages payment bonus, leave salary and other items like Uniform / Safety requirements are to be maintained while quoting the rates/bid including the Service Charges.

34.4 Please note that the rates and the statutory estimated prices must be including of Contractor's service charges and the applicable taxes. In other words, a commercial bid is to be quoted by the

Contractor must cover the Payment of Minimum Wage and all the types of Statutory Liability and the Service Charges quoted by the bidder/s.

34.5 The rate quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum Wages, ESI, PF Contributions, wages for leave reserve, service charges, all kinds of taxes etc. Financial bids offering zero commission shall be liable for disqualification.

34.6 Minimum Wages and the Statutory Overheads – Contractors while estimating the amount and the quoted rates, will have to take into consideration the existing applicable rates of Minimum Wage, the nature of job for which the rates are quoted with Statutory Overheads and the Statutory Liability. The minimum wages rates quoted should be as per the rates applicable to the Areas where the deployment is made.

34.7 As regards, increase in Basic wage after revision which normally increases after periodicity of five years the same increased amount on the existing Basic Wage will be reimbursed at actual with Statutory Overheads on increased amount, in respect of the Contract Manpower, which are mentioned in the Work Order /RFP to be engaged. In addition, any statutory increase in contribution, benefits or otherwise (other than Special Allowance or VDA) under any Law/Enactments/Notifications will be reimbursed at actual with statutory overheads.

34.8 Any violation of any of the statutory payment based on any written complaint of any Authority or Agency representing workers shall attract penalty as decided by Government Department or **Nainital Bank** including the cancellation of contract or legal action as per the Laws.

34.9 The bidder should have on their own name, a separate / individual ESI & PF and other Tax No., irrespective of their applicability of Acts as an individual Establishment.

34.10 The agency should be covered under the EPF & MP Act, ESIC Act and shall extend all the benefits of PF & ESIC to the Contract employees and comply with all other Statutory Labour Laws. Copies of Registration should be enclosed. A certified copy of monthly PF-ECR, ESI contribution, Profession Tax, etc. from respective websites should be submitted monthly with Wage Register copy and statement of salary paid to workers' account.

34.11 The agency must have obtained the applicable Labour License from Labour Dept., (Appropriate Authority) for engaging workers.

34.12 The Contractor shall give an Undertaking Indemnifying the **Nainital Bank** against any sort of payment / claims which may arise due to any applicable laws of the land whether prospective or with the retrospective effect in respect of the liability that may arise for the Contract period. **Nainital Bank** will not be held responsible.

34.13 Further, the Contractor shall indemnify and keep indemnified **Nainital Bank** from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of the contract and/or against any claim, action or demand and liability to any workman / employee of the contractor under any Law of the Land, which the Bank may be required to comply and all expenses the Bank shall be put to, owing to the Acts of commission and/or omissions whether willful or not on the part of the Contractor.

34.14 The indemnity provided at para 34.12 shall be in addition to and not in lieu of any indemnity to which the Bank shall be entitled in law. If the Bank is caused or required to pay or reimburse any amounts as may be necessary for the purpose of observance and/or arising due to non-observance of the provisions stipulated in the notifications / bye-laws / Acts / Rules / Regulations including amendments, if any, that are required to be paid or incurred or reimbursed on the part of the Contractor, the **Nainital Bank** shall have the right to deduct and recover such amount from any money due to the Contractor on account of running bills.

34.15 It is mandatory on the part of Contractor to pay / quote wages applicable as per Minimum Wages Act but it is to be noted that both the Central Govt. and the State Govt. have notified the rates of the Minimum Wages.

34.16 The rates of the Minimum Wages whichever is higher will be applicable in respect of the specific 'Scheduled and also it is to be noted that as per Section 23 & 24 of the Indian Contract Act, 1872, an Agreement / Contract is unlawful if it is forbidden by any law or is of such a nature that, if permitted, it would defeat the provisions of any law. Therefore, quoting/ payment of wages below minimum Wages is unlawful.

34.17 The Contractor should follow the following actions while deploying, making payment of wages and other benefit in respect of deployed personnel:-

- i. Contractor should, before engaging any person, obtain an application for employment. Based on their application, the contractor should, on his letterhead, give letter of engagement to such applicant for a period ending with the termination of the contract (Pl write desirable day).
- ii. The engagement of the deployed personnel will stand terminated on the date on which the contract shall expire due to efflux of time or due to sooner termination owing to any of terms of contract. Such documents need to be submitted to the Bank for record. Further, Permanent addresses of all deployed persons along with their AADHAAR cards shall be made available by the contractor to the Bank, before deployment.
- iii. The deployed personnel should not be above 60 years of age.
- iv. The Contractor must produce valid proof of the same.
- v. Any violation in this regard will be dealt with seriously. Any retired / separated person should not be re-engaged even though he / she may not have reached 60 years of age.
- vi. Engagement of child labour / adolescent is prohibited and any one violating this clause will be blacklisted and whenever there are violation of the provisions, the Bank will resort to legal action as deemed fit.
- vii. Person below the age of 18 should not be deployed.
- viii. The persons deployed shall be of good health and moral character, well behaved, obedient, experienced and skillful in their tasks.
- ix. The persons deployed shall have to strictly adhere to punctuality with regard to office / branch timings.
- x. Late arrivals, early departures and short leaves shall not be permitted in any manner.
- xi. In case, the persons deployed is absent on a particular day or comes late / leaves early, proportionate deduction for one day will be made from the fees payable to the contractor.
- xii. The persons deployed by the contract agency should not have any adverse background.
- xiii. Any persons deployed by the agency shall neither indulge in criminal act nor should have criminal cases against him / her.
- xiv. The contractor should make adequate enquiries / due diligence about the character of such persons in this regard and ensure to submit Character Certificate at the time of deployment.
- xv. The written confirmation from the Contractor that he / she have obtained the Police Verification Certificate from the concerned Police Authority in respect of the persons engaged by him / her at **Nainital Bank** Branches/Offices.
- xvi. Contractor should provide necessary uniform / safety requirements, identity cards to persons at their own cost.
- xvii. The persons engaged by contractor shall compulsorily wear their uniform while on duty and shall always carry his/her Identity Cards.
- xviii. Secrecy/confidentiality is the sole identity of the bank. It is the responsibility of the contractor to bring the importance of confidentiality to the notice of deployed personnel

and train them in such a manner that they would never disclose any kind of information in respect of the Bank and/or in respect any of Bank's customers to any third party.

- xix. The Contractor should issue the termination notice to deployed personnel on completion of the term of contract and settle the dues at the end of the contract.
- xx. It will be the responsibility of the contractor/s to pay the Bonus & Gratuity as the Bank is not responsible for the same.
- xxi. The contractor must take care that all the benefits are extended timely to persons deployed.
- xxii. It is advised that the contractor should rotate the personnel, so that at one particular location, the same persons are not continuously engaged.
- xxiii. The contractor shall attend to all emergency calls relating to assigned works promptly and in time bound manner.
- xxiv. The cleaning will have to be done as per frequency mentioned in scope of work.
- xxv. If required, the cleaning will have to be done more frequently for proper House Keeping and customer care facility management services including work of messenger, pantry, care taker of the Bank for which no extra payment shall be paid.
- xxvi. The contractor shall be solely responsible for accommodation, remuneration, acts of omissions / commissions of persons deployed at the Bank's Offices / Branches.
- xxvii. The contractor will ensure that all types of safety measures as advised by Government are taken care of during the performance of work.
- xxviii. The contractor should settle all their legal dues including gratuity, leave salary, if applicable and No Dues Certificate to be produced from the personnel are engaged.
- xxix. The contractor should visit the site and assess manpower, material, equipment, machinery, etc., strictly as per the requirement of site irrespective of the area indicated or any variation thereof.
- xxx. Contractor shall be responsible for the safety and security of all the internal items such as furniture, equipment, fixtures, etc.,
- xxxi. The Bank will recover the cost of any damage to the Bank's property from Security Deposit / Bank Guarantee kept with the bank.
- xxxii. The Housekeeping supervisor shall maintain daily log sheets for the work and produce the same along with the bills every month while claiming the payment for the contract.
- xxxiii. The Contractor shall pay not less than minimum wages to the deployed personnel as notified / revised from time to time as applicable under the Minimum Wages Act, 1948 or and where the rates have been fixed by agreement or settlement, if any, the rates of wages payable shall not be less than the rates so fixed and extend the benefits.
- xxxiv. In any case, the rate of wage payable shall not be less than the higher of the two rates. Any statutory rise due to amendment in Act on account of Government Directions shall be implemented by the Contractor and amount if any arising out of such amendment shall be reimbursed to the Contractors at actual.
- xxxv. The statutory rise shall consist of rise in PF & ESI contribution. Further, this also consists of revision of minimum wages (Basic Wage) and enhancement of limit of Bonus.
- xxxvi. The Contractor shall ensure payment of wages to all deployed personnel, engaged by him in connection with the work before the expiry of the 7th day after the last day of wage period in respect of which the wages are paid and shall ensure wage standards, period and provisions (including the workmen on this behalf) prescribed under the Payment of Wages Act, the Contract Labour (Regulation and abolition) Act, 1970 and rules framed there under, the Minimum Wages Act and any other applicable laws and applicable acts.
- xxxvii. The Contractor shall ensure timely payment of wages as per the payment of wages act. The Contractor must also keep his wage register available at all times as close to the work site as possible and produce the same for Inspection whenever required by designated Bank's Officials and ensure the monthly payment on or before 7th of every month.

- xxxviii. The persons must be given weekly off as admissible and three national holidays; 26th January, 15th August and 2nd October as paid holidays and Bank's paid holidays.
- xxxix. For health, safety and welfare of workers, Persons have to be covered under the main schemes of the "Pradhan Mantri Social Security Schemes".
 - xl. The Contractor shall, without fail, cover all the personnel deployed by it on this work with all risk policy, workmen compensation insurance and comprehensive third party insurance etc.
 - xli. Copy of the same will have to be submitted to the Bank before taking up the work.
 - xlii. The contract agency shall obtain adequate Insurance Policy in respect of the personnel engaged for the service towards meeting the liability of compensation arising out of death, injury/ disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of the of the contract.
 - xlili. Besides, the contractor shall comply with all relevant labour laws as applicable to the area as existing or as may be mentioned during the contract period and shall indemnify the Bank against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which the Bank may be party or involved as a result of the contractor's failure to comply the obligations under the relevant act/ law which the contract agency is bound to follow.
 - xliv. While finalizing Bill, **Nainital Bank**, will ascertain that there are neither any complaints pending nor any compliance pending with Govt., investigation / Govt. Authority at the particular moment, in respect of all Annual Contracts.
 - xlvi. Monthly compliance is already been ensured by the **Nainital Bank** while releasing their monthly bills towards ESI/PF/Professional Tax. That, regular ESI/PF/ Professional Tax Compliance has been verified and found in order.
 - xlvi. It should be supported with Indemnity Bond and NOC of workers, if any, so as to indemnify **Nainital Bank** from any liability in future.
 - xlvi. All the records submitted by the contractor with covering letter towards of ESI, PF & Wage register duly verified are to be kept with **Nainital Bank** for their records to be retained as per the Retention Policy for further audit, if any, for at least five years.
 - xlvi. Contractor has to give monthly undertaking with supportive documents stating that they are complying with all laws applicable for all the persons including persons temporarily engaged at **Nainital Bank** Branches/Offices

34.18 Contractor must obtain valid Labour License for employing number of persons as Contract Labour and it should mention the location and the maximum no. of contract labours to be employed / engaged before actual execution of work and copy be forwarded to **Nainital Bank**, Head Office, Nainital before actual execution of work.

34.19 The contractor shall not undertake or execute any work through contract labour except under and in accordance with the license issued on that behalf by the Licensing Officer. The license may be renewed as per the requirement.

34.20 The Contractor must have his separate Provident Fund Code No., obtained from the Office of the Provident Fund Commissioner. The Contractor shall cover their labours under the said Act under his Code No., and shall deposit regularly in time P.F. Contribution of both shares (Employers/ Employees) @12% of wage disbursed to the P.F. Office before due date along with the necessary Administrative Charges. Receipt copies of the challans should be submitted by contractor to the **Nainital Bank**, Head Office, Nainital every month before 25th of each month. Further, every month the contractor should submit copy of ECR in respect to PF, ESI, Professional Tax & LWF, etc. and documents to be submitted to Bank on completion of work for release of final bills, etc.

34.21 The Contractor must comply with the provisions of the Employee's Provident Fund Act

(including Employees' Pension Scheme 1995) as may be applicable and ESI Act as amended from time to time. The Contractor should submit monthly challans of ESI & PF with the Certification that ESI/PF payment made in time in respect of to **Nainital Bank** Work Order

34.22 The Contractor must have his independent E.S.I. Registration No., under Employees State Insurance Scheme. The contractor shall cover their contract labours under the said Act, under his Code No., and shall deposit regularly ESI Contribution @0.75% towards employees share and @ 3.25% towards employer's share of Gross Wages. Receipt copies of the challans should be submitted to the **Nainital Bank**, Head Office, Nainital.

34.23 The contractor should also submit the six monthly returns and also should ensure that all workers are getting ESI permanent Cards registered with IMP/Hospital/ Dispensary. The Contractor should submit monthly copy of proof of submission of ESI contributions. The contractor should also submit relevant documents regarding ESI contributions done on completion of work for release of final bills, etc. If the provisions of The Workmen's Compensation Act 1923 are applicable to any contract worker, Contractor has to ensure the compliance of the same.

34.24 The contractor should have registration under Professional Tax and deduct the same from wages of his employees & remit Professional Tax every month to Government treasury in time and also submit Returns in time.

34.25 Copy of the allotment letters of PF and ESI Code No., separately at the time of award of Contract including work order copy may be forwarded for further compliance to **NainitalBank**, Head Office, Nainital in order to show the same to PF & ESI Inspector during their visit/Inspection.

34.26 In short, the Contractor shall furnish the following information to the **NainitalBank**, Head Office, Nainital, within 7 days of the receipt of the Work Order or actual date of commencement of work, whichever is earlier to **Nainital Bank**, Head Office, Nainital.

- i. Work Order Copy.
- ii. ESI, PF, Profession Tax, GST etc. allotment letter.
- iii. Labour License/application in Form No.IV for obtaining Labour License to the Bank, if applicable.
- iv. Nature of work and the no. of workers to be engaged from the date of commencement of work.
- v. Bank Guarantee/ Security Deposit.
- vi. Indemnity bond.
- vii. Rate of Wages and the date of payment.

34.27 The Contractor would remit ESI, PF Contributions in respect of Persons to be engaged at **Nainital Bank** branches / offices and submit the proof of challan copy & ECR copy every month along with wage register copy & should maintain monthly ESI/PF Compliance records with them.

34.28 Monthly bill/regular bills of Contractors should be reimbursed only when it is confirmed, after examination that the ESI, PF & minimum wage compliance is made fully by the Contractor in respect of workers engaged by the Contractor under referred Work Order against which bills are raised.

34.29 It may be ensured that the Contractor shall submit all the relevant documents monthly called by **Nainital Bank**, whenever there are complaints / non-compliance noticed.

34.30 The contractor shall pay bonus as prescribed under Payment of Bonus Act, subject to a minimum as per law in the absence of profits.

34.31 During continuance of the Contract, the Contractor shall comply and abide, at all times with, all existing labour enactments and rules made there under, regulations, notifications and bye-laws of the State or Central Government or local authority and any other labour laws, including rules /

regulations / bye laws, that may be passed or notification that may be issued under any labour law, in future, either by the State or Central Government or the local authority.

34.32 Any obligation, financial or otherwise imposed under any statutory enactment, rules and regulations which is prospectively declared (giving retrospective effect) there under shall be the sole responsibility of the Contractor.

34.33 Some of the major laws applicable and the compliance of which is to be made are given below (the list is inclusive and not exhaustive):

- i. Contract Labour (R&A) Act, 1970
- ii. Minimum Wages Act, 1948
- iii. Payment of Wages Act, 1936
- iv. Employees Provident Fund & Misc. Provisions Act, 1952
- v. Employees State Insurance Act, 1948
- vi. Employee's Compensation Act, 1923
- vii. Payment of Bonus Act, 1965
- viii. Payment of Gratuity Act, 1972,
- ix. Professional Tax Act. Etc.,
- x. Maternity Benefit Act, 1961

34.34 Contractor shall keep adequate no. of strength and contractors' services shall be available as and when required during the emergency.

34.35 The contractor shall comply with all the applicable Labour Laws and the Rules/Orders issued there under from time to time.

34.36 The contractor should show all his records / monthly returns to the **Nainital Bank**, Nainital to ensure strict compliance at proper time. If contractor fails to do so, it shall be deemed to be a breach of the contract and **Nainital Bank** may in its discretion cancel the contract.

34.37 The Contractor shall keep and maintain all records as are required under the Contract Labour (Regulation and Abolition) Act, 1970, Shops & Establishment Act, the Payment of Wages Act and or any other applicable law and shall furnish all information, report(s) and return(s) as are required to be furnished to the concerned authorities.

34.38 **Nainital Bank** shall be entitled at all times to carry out check(s) or inspection (s) of the Contractor's records and accounts to ensure that the provisions of the Labour Laws and Regulations are being observed by the contractor and that the workmen are not denied the rights and benefits to which they are entitled under such provisions, any violation shall constitute a ground for termination of the contract. Also the Regulators or Auditors or any authorized representative/s of the Bank shall be authorized carry out check(s) or inspection (s) of the Contractor's records and accounts and make copy/ies thereof.

34.39 The Wage Book, Muster Roll, ESI Register and other required documents to be maintained under different laws shall be preserved properly by the contractor. One set of photocopies of the same duly certified by **Nainital Bank**, Head Office, obtaining clearance for release of final bill to avoid any further problem with regard to past liability of the said contractor for the said period.

34.40 **Nainital Bank** Head Office, Nainital will preserve records of the contractors like Work Orders, Bills and certified Wage Register copy, ESIC and PF Challans, etc., for the retention period as per the policy to show as and when required to Investigation Agency.

34.41 The contractor and deployed persons shall open account with **Nainital Bank**. The monthly bill payments shall be credited directly to the account of the contractor maintained with our bank subject to production of copies of PF, ESIC, PT, tax paid challans & other statutory payments.

34.42 The eligible amount of wages will later be transferred to respective workers' saving accounts maintained with our bank by debiting the account of contractor invariably.

34.43 While making such payment the Bank shall make the following deductions: -

34.43.1 Income-tax or any other tax deduction at source as per the Government rules.

34.43.2 The amount equivalent to any damages / loss etc. caused to the Bank by

34.43.3 The Bank reserves right to correct arithmetical errors or other errors shall be acceptable to and binding upon the contractor.

34.44 The Contractor shall ensure that the person/s appointed or to be appointed by them for service in the Bank's premises do not suffer from any legal disqualification for service by reason of his age or any law and status in force from time to time or any other reason whatsoever.

34.45 The Contractor shall be required to produce verification certificate of such person from competent authority at his cost.

34.46 The contract shall, for a period of one year, be subject to review after every three months. The contract may be renewed for further period of two years (one year at each time), subject to rendering satisfactory services by the contractor during the preceding period of contract on mutually agreed terms and conditions.

34.47 **Nainital Bank** may terminate the contract any time by giving the Contractor a notice in writing as per terms of contract. In the event of instances of unsatisfactory service, gross misbehavior, theft, burglary, moral turpitude, misuse of the Bank's premises, etc., by the Contractor or by any staff of the Contractor the contract will be terminated without notice.

34.48 Such termination of contract may be done instantly without any prior notice or showing any reason whatsoever to the Contractor and the Contractor shall have no claim whatsoever against the Bank or any of its Officers in consequence of such termination.

34.49 The Security Deposit / Bank Guarantee kept with Bank, shall automatically stand forfeited under such circumstances without any further correspondence / intimation in the matter.

34.50 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 Contractor or any of its workers.

34.51 Upon termination, the contractor shall only be entitled to be paid for the work actually performed up to the date of termination, as per the terms and conditions of the contract.

34.52 In case of non-fulfilment of Contractual terms and conditions as stipulated in RFP / Work Order in addition to statutory compliance, the **Nainital Bank**, Head Office, Nainital, will deduct the appropriate amount as penalty out of the bills submitted by the contractor.

34.53 The decision in this regard taken by the Bank will be final and binding on the contractor and no discussion/correspondence shall be entertained in this regard.

34.54 After the acceptance of the Work Order and the Wage Agreement Terms if applicable, the contractor shall have no further claim for any extra payment of whatsoever nature for the compliance of the terms stipulated herein.

34.55 Bank reserve the right to modify / alter or cancel any part/full job/work order without assigning any reason therefor.

34.56 Any contract labour problem arising out of contract terms will have to be sorted out and settled by the contractor, **Nainital Bank** will not own any responsibility in this regard of whatsoever nature.

34.57 The Contractor shall give a declaration that he / she himself / herself or no near relatives of his / her is in permanent / temporary employment with the bank at present. Here, near relatives would mean members of a HUF/ spouse / 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).

34.58 The Contractor shall pay a security deposit / submit performance bank guarantee for amount equivalent to 5% annual value of the contract to the bank within 07 days from the receipt of work order and prior to commencement of service under the contract.

34.59 This security deposit shall not bear any interest. They can also furnish Bank Guarantee (issued only by scheduled commercial bank) for the said amount, which shall be acceptable to Bank and shall have validity period of 15 months or such other extended period as the Bank may decide for due performance of the obligations undertaken by the successful bidder.

34.60 The percentage of the security deposit is subject to change and can be revised as per applicable guidelines and Bank's need. If the contract value has increased over a period of time, additional Bank Guarantee for the increased value has to be submitted.

34.61 The Bank reserves the right to split the tender and procure services from other sources during the tender process, as per the terms and conditions of tender.

34.62 The successful Contractor shall be required to enter into a contract with the Bank, within 7 days from the receipt of work order or within such extended period as may be decided by the Bank along with the letter of acceptance, Security Deposit/Bank Guarantee 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 to be borne by the Contractor.

34.63 The Bank reserves the right to reject any particular person deployed under the contract with the Bank without assigning any reason.

34.64 In case the Contractor fails to take action against the defaulter, the Bank reserves the right to take suitable/legal action against the Contractor and the person concerned. The professional fee and all other expenses will be recovered from the Contractor.

34.65 Persons deployed should be made aware of the fact by contractor that this is purely a contract work and it does not entitle them to seek employment / job opportunity for the Bank at any point of time.

34.66 Performance of the Contract shall be made by the contractor strictly in accordance with the time schedule specified by the Bank.

34.67 Time is the essence of Contract. Any delay by the contractor in the performance of its Obligations, which the Bank in its sole discretion may adjudge, shall render the contractor liable to any or all the following sanctions:

34.67.1 Forfeiture of its EMD / Security Deposit / performance guarantee

34.67.2 Imposition of liquidated damages / penalty

34.67.3 Termination of the Contract for default.

34.68 In case the contractor has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and /or otherwise will be available to the contractor. However, the Bank shall have such rights against the contractor.

34.69 That the contractor is not involved in any major litigation and no litigation or investigation is threatened against the contractor. That the existing or threatened litigations or investigations do not have an impact of affecting or compromising the performance and delivery of services under the Contract.

34.70 That the contractor 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 or services.

34.71 The contractor shall not claim any benefit/waiver from Govt. agency and after awarding contract; successful bidder should submit affidavit of the same.

34.72 Every contractor shall in respect of each work on which he engages Contract Labour shall be required to maintain following Registers/ Records under Contract Labour (R&A) Act , Minimum Wages Act and as per various labour laws and the ease of compliance to maintain registers under various labour laws

34.72.1 Muster Roll OR Muster-Cum-Wage Register

34.72.2 Register of Wages

34.72.3 Register of Deductions

34.72.4 Register of Overtime

34.72.5 Register of Fines

34.72.6 Register of Advances

34.72.7 Issue Wage Slips to the workers at least a day prior to the disbursement of wages

34.72.8 Issue of Employment Card /Identity Card

34.73 No Party has any authority to bind the other party in any manner whatsoever, except as agreed under the terms of the contract.

34.74 All employees/personnel/representatives/agents etc., engaged by the contractor for performing its obligations under the contract will be in sole employment of the contractor and the contractor shall be solely responsible for their wages, statutory payments etc.

34.75 The contractor shall not make or permit to be made a public announcement or media release about any aspect of the Contract without the permission of the bank.

34.76 Before the end of the Contract, the existing Contractor/s must give 1 months' notice since the contract is going to end.

34.77 All liabilities on legal aspects of contractor's labour lies with the contractor himself.

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
 - 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.

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 manpower for Housekeeping & customer care Services. 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).

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 the 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.
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.
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 – 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 9 – 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 10 – 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 Clause5, 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)

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

Place -----

Place -----

Date:

Date.....

BID COVERING LETTER

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

Ref. No.:

Place:

Date:/.../2025

To
Vice President-HRM,
The Nainita 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 provide the personnel for sweeping, cleaning & maintenance of your Branches/Offices 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 provide personnel/labour in accordance with the Schedule specified.

If our bid is accepted, we will submit the security deposit /Bank Guarantee of schedule commercial Bank (Acceptable to the Bank) for amount equivalent to _____ of annual value of the contract to the bank within 07 days from receipt of work order and prior to commencement of service under the contract for the due performance of the Contract, in the form prescribed by the Bank and we undertake to execute a contract at our cost. This security deposit shall not bear any interest. The BG to be submitted shall be valid for contract period from the date of signing the contract with additional claim period of six months after expiry of validity period or such other extended period as the Bank may decide for due performance of the obligations undertaken by the successful bidder.

We agree to abide by this bid for a period of 120 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 (As the case may be)	Proprietorship Firm/ Partnership Firm/ LLP/ Company		
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	31.03.2022	Rs	
		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 05 years)			
	No. of Personnel engaged			
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				



NAINITAL BANK

THE NAINITAL BANK LTD.

8	Top three completed annual housekeeping, customer care and maintenance contract (contract period from 01/04/2019 to 31/03/2024). The experience certificate with completed contract value duly issued by the client to be enclosed as evidence.		
	Description	Details	
	Completed Annual Contract-1		
	Client Name and Address		
	Annual Contract Value (completed)		
	Duration of Contract	From: _____ To _____	
	Client Representative Name		
	Contact No (Landline/Mobile No)		
	e-mail ID		
	Completed Annual Contract-2		
	Client Name and Address		
	Annual Contract Value (completed)		
	Duration of Contract		
	Client Representative Name		
	Contact No (Landline/Mobile No)		
	e-mail ID		
	Completed Annual Contract-3		
	Client Name and Address		
	Annual 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. under Shops & Est. Act. / Gram Panchayat to commence the business	
		Contract Labour Act registration no. (Regulation & Abolition Act 1970, if applicable)	
	11	Date of registration	



NAINITAL BANK

THE NAINITAL BANK LTD.

	ALC/CLC (Central Govt.) Certificate of registration and up to date Renewal certificates shall be enclosed	
12	Details of EMD (Reference No/UTR of RTGS/IMPS/NEFT)	
	Date of Remittance	
	Bank Details	
13	ESIC registration no. with date	
	Cert. of ROC with no. & date (if applicable)	
	EPF registration no. with date	
	Profession Tax registration no. with date	
	GST registration no. with date	
	Copies of Certificates and renewals shall be enclosed	
14	Address of the office in Nainital (If not available an assurance letter to open Office at any Regional Offices /Branch of the Bank)	
15	Contact Person available at office in Nainital or any other place at our Bank's Branch/Office	
16	For remaining terms and conditions enclose a separate sheet	

I/We confirm that provisions of Minimum Wages Act will be complied with during the contract period.

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 05 years for providing Housekeeping and customer care services	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 3 (Three) completed annual contracts in Housekeeping and customer care services with each contract having value of not less than Rs.30 lakhs . OR Handled minimum 2 (Two) completed annual contracts in Housekeeping and customer care services with each contract having value of not less than Rs.55 lakhs . OR Handled minimum 1 (One) completed annual contracts in Housekeeping and customer care services with each contract having value of not less than Rs.75 lakhs	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 01/04/2019 to 31/03/2024. 1. Scope of work. 2. Contract value. 3. No. of staff deployed by the contractor for the contract. 4. Period of the contract for completed. 5. Monthly payment Note: (i) Renewal of annual contracts shall be considered as a single contract. (ii) Copy of agreement is enclosed.
3	The bidder/agency should have a minimum average annual turnover of Rs.100 lakhs for the previous three years (as on 31-03-2023). Audited / Certified Balance Sheet (by Chartered Accountant) for the years 2021-22, 2022-23 and Audited Balance sheet for 2023-24, establishing the turnover criteria should be submitted. The bidder / agency must be in profits for last three years.	Copy of the audited P&L Account and Balance Sheet duly Certified by the Chartered Accountant.
4	The Bidder / agency should have its Head Office / Regional Office/Circle Office in the States where Bank is operating and an Office / Branch at the same representative office who will be available on all working days at that place. In case there is no office / Branch at Bank presence, the bidder / agency should furnish an assurance letter	Address Proof of the firm should be submitted along with Registration under Shops and Establishment Act

**NAINITAL BANK**

THE NAINITAL BANK LTD.

	accepting to open an office / branch at where Bank is present with an authorized representative within one month from date of award of contract	
5	Agency/Bidder should be enrolled with RLC/ALC under Contract Labour Act 1970 and certificate to that effect should be produced	Copy of valid labour license under contract Labour (regulation and Abolition) Act, 1970.
6	Registered with ESI, EPF, GST, PT, Etc., authorities and must be in possession of Permanent Account No (PAN)	Copy of valid registration certificate of ESI, EPF, GST, PT 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.

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

TECHNICAL BID EVALUATION

The bidder should fill the table below and submit documentary evidence for all the particulars mentioned hereunder:

No	Particulars	Marks	To be filled up by the Bank	Documents Attached [Yes/No]. If Yes, state the Nature of Document (s).
1	Average annual turnover of the Company as per Audited Balance Sheets as on 31st March 2022, 2023 and 2024			
	>2.5 crores	10		
	>2.2 crores but <=2.5 crores	8		
	>2.0 crores but <=2.2 crores	6		
	>1.8 crores but <=2.0 crores	4		
	>1.3 crores but <=1.8 crores	2		
2	No. of Employees on payroll in Housekeeping Maintenance Services as on 31/03/2024			
	>700	10		
	>500 but <=700	8		
	>350 but <=500	6		
	>200 but <=350	4		
	<=200	2		
3	Number of years of experience in housekeeping, maintenance services			
	>= 10 years	10		
	>=8 but <10 years	8		
	>=5 but <8 years	6		
4	Latest ISO Certification			
	Available	2		
	Not Available	0		
5	Whether the Bidder had provided services in			
	Govt./PSU +Private	5		
	Govt./PSU	3		
	Private	2		
6	Constitution			
	Public Ltd.	5		
	Private Ltd.	4		



NAINITAL BANK

THE NAINITAL BANK LTD.

	Partnership	3		
	Others	2		
7	Value of single largest annual contract in the past five years () in housekeeping, customer care maintenance services			
	>90 Lakh	5		
	>60 Lakh but <=90 Lakh	4		
	<=60 Lakh	3		
8	Complaint registration and Response methodology			
	Online (electronic, web-based) system available with the Contractor	3		
	Manual system available with the Contractor	1		
	No system used by the Contractor	0		
	Total Marks	50		

Technical Bid Evaluation: Max marks 50

Minimum marks required for qualifying in the Technical bid evaluation: 30 Marks.

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**

PERFORMANCE BANK GUARANTEE

To,
The _____
The Nainital Bank Limited

In consideration of The Nainital Bank Limited, having its Registered office at G.B. Pant Road, Nainital (hereinafter referred to as NTB) (which expression shall unless repugnant to the context or meaning thereof shall include its successors, representatives and assignees) having awarded in favour of _____ a Company registered under the Companies Act, 1956 (now the Companies Act 2013) and having its registered Office at _____ (hereinafter referred to as "Service Provider") a Purchase Order No. _____ dated _____, hereinafter referred to as contract/agreement for the _____ at Bank Branches/Offices With _____ on terms and conditions set out in contract aforesaid, which is valued at Rs. _____ (Rupees _____ Only) and the same having been unequivocally accepted by the Service Provider and the Service Provider having agreed to provide a Contract Performance Guarantee for due, satisfactory and faithful performance of entire 'Contract' including the warranty obligations/liabilities under the said contract equivalent to _____ of the said value of the contract to the NTB amount to Rs. _____ (Rupees _____ Only) as Contract Security in form of a Bank Guarantee (hereinafter called as 'the Performance Guarantee').

AND WHEREAS the Service Provider has approached us, _____, a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having its registered office at _____ and amongst other places, a branch at _____ (hereinafter referred to as the Bank) for providing the Performance Guarantee to NTB,

AND WHEREAS in consideration of the fact that the Service Provider is our valued constituent and the fact that they have entered into the Agreement with NTB, We _____, a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having its registered office at _____ and amongst other places, a branch at _____ have agreed to issue the Performance Guarantee,

THEREFORE, we the Bank through our Registered office at _____ and amongst other places, a branch at _____ India furnish you, the NTB, the Performance Guarantee in manner hereinafter contained and agree with NTB as follows:

We XXXXXXXXXXXXXXXX (Bank name) do hereby expressly, irrevocably and unconditionally guarantee and undertake to pay NTB, on demand any and all money payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs. _____ (Rupees _____ Only) an amount equivalent to _____ % of the Total Purchase Order Value excluding tax if any against any loss or damage caused to or suffered by or that may be caused to or suffered by NTB on account of any material breach or breaches on the part of the Service Provider of any of the terms and conditions contained in the Agreement and in the event of the Service Provider default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the Agreement or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof we shall forthwith on demand pay to NTB such sum or sums not exceeding the sum of Rs. _____ (Rupees _____ Only) claimed by NTB on account of breach on the part of the Service Provider of their obligations in terms of the Agreement.

Notwithstanding anything to the contrary herein or elsewhere, we agree that NTB's decision as to whether the Service Provider has made any such breach/default or defaults and the amount or amounts to which the NTB is entitled by reasons thereof will be binding on us and we shall not be entitled to ask the NTB to establish NTB's claim or claims under Performance Guarantee but will pay the same forthwith on NTB's demand without any protest or demur. Any such demand made by NTB shall be conclusive as regards the amount due and payable by us to you.

This Performance Bank Guarantee shall continue and hold good until it is released by you on the application by the Vendor after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after..... (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we may extend the period of Performance Guarantee at our sole discretion only on a request from the Service Provider till such time as may be required by NTB.

NTB will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Agreement or extend the time of performance of the agreement/Contract or to postpone any time or from time to time any of its rights or powers against the Service Provider and either to enforce or forbear to enforce any of the terms and conditions of the Agreement and we shall not be released from our liability under Performance Guarantee by the exercise of NTB's liberty with reference to matters aforesaid or by reason of any time being given to the Service Provider or any other forbearance, act, or omission on its part or any indulgence by it to the Service Provider or by any variation or modification of the Agreement or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. _____ (Rupees _____ Only) as aforesaid or extend the period of the guarantee beyond the said day of _____ unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any security from service provider or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Service Provider or due to any disputes raised or pending before any Court, Tribunal, Arbitration or any other authority.

We agree that the guarantee herein contained shall continue to be enforceable till this sum due to the NTB is fully paid and claim is satisfied or till the Service Provider disagrees the obligations contained in the said Agreement or until _____ whichever is earlier.

In order to give full effect to the guarantee herein contained, NTB is entitled to act as if we were its principal debtors in respect of all its claims against the Service Provider hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee and notwithstanding any other Security or guarantee that we may have in relation to the Service Provider liabilities.

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all claim or claims of NTB against the Service Provider from time to time arising out of or in relation to the Agreement and in respect of which its claim in writing is lodged on us from the date of claim expiry of Performance Guarantee.

Any notice by way of written demand or otherwise hereunder may be sent by special courier, registered post to our local address as aforesaid and if sent by post it shall be deemed to have been served on the date of it being received by us duly acknowledged shall mean delivery to the Branch.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to NTB by us (whether jointly with others or alone) and now existing un-cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the Service Provider or us nor shall it be affected by any change in NTB's constitution or by any merger, amalgamation or absorption thereof or therewith, but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

We further agree and undertake to pay to NTB the amount demanded by it in writing irrespective of any dispute or controversy between you and the Service Provider in any suit or proceedings pending before any court or tribunal including arbitration relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be valid discharge of our liability for payment hereunder and the Service Provider shall have no claim against us for making such payment.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be an assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of the beneficiary shall not be entertained by the bank. Any invocation of guarantee can be made only by the beneficiary directly.

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____ Only).
- ii. This guarantee shall be valid and remain in force upto and including the date _____ and,
- iii. The beneficiary's right as well the Bank's liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before completion of one year from expiry date i.e. _____.

We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this (month) _____ 202_____

For and on behalf of

Nainital Bank
Seal and Address

NOTE:

1. VENDOR SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG



2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN _____
3. BANK GUARANTEE IF SUBMITTED, SHOULD BE ACCOMPANIED WITH COPY OF THE SFMS TRANSMITTED AT THE TIME OF ISSUE OF BANK GUARANTEE. AS PER IBA NOTIFICATION NO. PS&BT/GOVT/2305 DATED 16-MAR-2016 ALONG WITH MINISTRY OF FINANCE, GOVERNMENT OF INDIA CIRCULAR F.NO.7/112/2011-BOA DATED 08-MAR-2016 WITH RESPECT TO SENDING BANK GUARANTEE ADVICES THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS), IT IS NECESSARY TO CONFIRM THE AUTHENTICITY OF THE BANK GUARANTEES (BG) BY SFMS MESSAGE. THE SFMS SHOULD BE SENT TO FOLLOWING BRANCH: _____ IFSC CODE:
4. VENDOR SHOULD ENSURE THAT THE BANK GUARANTEE SHOULD CONTAIN ALL TERMS & CONDITIONS AS PER THIS FORMAT. BANK GUARANTEE SUBMITTED WITH ANY RIDER OR DEVIATION TO THE STIPULATED TERMS & CONDITIONS WILL NOT BE ACCEPTED

LETTER OF AUTHORISATION TO BID

No.

Dated: / /2025

To,
Vice President-HRM,
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 Sweeping, Cleaning & Maintenance 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 – VII

Wages for contract labour – Unskilled/Semi Skilled (Periodicity-Monthly)

NO	DESCRIPTION	QUOTE FOR ONE PERSON	REMARKS
1	Minimum Wages (Basic Wages +VDA) as applicable to Area (A, B, C) (for 26 days)		As per Govt. Guidelines- minimum wages shall be followed. The minimum wages shall be revised as and when the Govt. revises the wages.
2	EPF		As per Govt. Guidelines – Present EPF shall be remitted (@ PF- 12% + EDLI 0.50% + Admin charges 0.50% = 13.00%)
3	ESIC		As per Govt. Guidelines - ESI shall be remitted. ESI shall be applicable to the eligible workers who are working at the branches/offices under the eligible area of operation of ESI. (Present ESIC employer contribution @ 03.25%)
4	BONUS		Bonus as per Bonus act shall be followed.
5	SUB TOTAL (5=1+2+3+4)		
6	**Other statutory charges, payments, taxes etc.		(Excluding GST) (Quote in Rs. Ps. Only, Do not mention in %)
7	Contractor's administrative charges /service charges including profit margin (per person)		(Quote in Rs. Ps. Only, Do not mention in %) Administration/ service charges excluding GST portion.
8	Total amount (8 = 5+6+7)		
9	GST		GST at present @ 18%
10	Grand Total per worker		

Note:

- 1) We abide by the terms and conditions of the bid.
- 2) Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The worksheet, shown above should be filled carefully. The contractor should furnish Rate Analysis for any item for scrutiny of the rates if required.
- 3) In case the rates quoted are found unreasonable and do not conform to the specifications or stipulations given in the RFP document, the financial bids submitted would be rejected outright and the final decision in this regard will be that of **Nainital Bank**.
- 4) Contractor's Administrative charges/Service charges including profit margin (per person) shall not be Nil or less than or equal to zero. Any bid offer with contractor's admin charge/service charge or profit margin as nil or less than or equal to zero shall be considered unresponsive.

****Bidder may specify particulars of the other statutory payments, if any. If the bidder doesn't quote for the other statutory payments, then responsibility of such payments will be borne by the bidder himself and **Nainital Bank** will not be responsible for the same and will not entertain any claims thereon in this regard.**

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

Annexure - VIII (a)

Declaration regarding minimum wages to be paid by the contractor to contract labour

(This is to enable the NTB to satisfy themselves of the intention of the contractor to adhere to Minimum Wages Act. etc.)

Wages per day of Contract Labour proposed to be paid by the contractor excluding employer's contribution of EPF but including employee contribution of EPF etc.

1) For Area A

Rs (in figures)

Rs (in words)

2) For Area B

Rs (in figures)

Rs (in words)

3) For Area C

Rs (in figures)

Rs (in words)

Place:

Date:

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

Name in block letters

Address:

CERTIFICATE

Certified that we have remitted the monthly subscription of Employees Provident Fund & Employees State Insurance to the workers employed by me in for Cleaning, Sweeping and Maintenance work for the month Year

Office in which subscription remitted	Bill No. & Date	EPF	ESI	OTHERS

(Note: Attach the respective document challan for the verification)

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

Name in block letters
Address:

CERTIFICATE FOR COMPLYING WITH ALL THE APPLICABLE LABOUR LAWS AND THE RULES/ORDERS

Certified that I/We have complied with all the applicable Labour Laws and the Rules/Orders issued there under from time to time. I/We undertake to Submit all relevant records/monthly returns to the **Nainital Bank**, Head Office, Nainital to ensure strict compliance at proper time. If I/We fail to do so, failure will be a breach of the contract and **Nainital Bank** may in its discretion cancel the contract.

Some of the major laws applicable and the compliance is to be made are given below (the list is inclusive and not exhaustive):

- i. Contract Labour (R&A) Act, 1970
- ii. Minimum Wages Act, 1948
- iii. Payment of Wages Act, 1936
- iv. Employees Provident Fund & Misc.Provisions Act, 1952
- v. Employees State Insurance Act, 1948
- vi. Employee's Compensation Act, 1923
- vii. Payment of Bonus Act, 1965
- viii. Payment of Gratuity Act, 1972,
- ix. Professional Tax Act. Etc
- x. Maternity Benefit Act, 1961

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

Name in block letters
Address:

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 the conditions and submit monthly compliance statements regarding minimum and other Labour related statutory formalities like PF, ESI, PT, LWF, bonus etc.

Place:

Date:

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

Name in block letters

Address:

AFFIDAVIT REGARDING BLACKLIST/DELIST/DEBARRED
AFFIDAVIT ON A NON JUDICIAL STAMP PAPER OF RS.100/-DULY NOTARIZED
DECLARATION

I, *_sole proprietor/ partner/ authorized signatory of M/s. sole proprietorship/ partnership firm/ public/ private limited company, having its principal place of business/ registered office at (Full Address) do hereby solemnly affirm and declare as under:-

That I am the sole proprietor of M/s

OR

That ours is partnership firm having partners as under:- Full Name of partners.

(a)

(b)

(c)

(d)

OR

That ours is a private limited/public limited company incorporated in terms of the provisions of the Companies Act,1956/Companies Act,2013.

(Delete which is not applicable while typing affidavit)

If proprietorship, a registration certificate for the same/if partnership Firm, partnership deed is to be enclosed, if private limited/public limited company, Certificate of incorporation and Memorandum & Articles of association to be submitted. All the partners/ directors should sign the affidavit or the person authorized by all the partners or one of the Directors duly authorized by Board Resolution in case of Company can sign with authority letter from all the partners/or Board Resolution in case of Company is to be enclosed.

That I hereby confirm and declare that my/our firm/company M/s..... is not blacklisted/delisted or debarred or on Holiday list with any company of Private/Public Ltd. or Government Company/Govt. dept. from participating in the tender as on date.

I know that to swear a false affidavit is a crime under the law and with such knowledge only I have swear this Affidavit.

(Signature of the Proprietor/ Managing Partner/Director with Seal)
DEPONENT

Verified at on that the contents of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Proprietor/ Managing Partner/ Director with Seal)
DEPONENT

(Signature & Seal of Notary)

* Strike off whichever is not applicable

DETAILS OF LITIGATION / ARBITRATION CASES RESULTING FROM THE CONTRACTS EXECUTED IN THE LAST FIVE YEARS OR CURRENTLY UNDER EXECUTION

No	Award for or against applicant	Year	Name of client	Cause of litigation and matter of dispute	Disputed Amount	Actual Awarded Amount

Note: 1) information has to filled up in this format only

2) Indicate other points, if any to show your technical competence to indicate any important in your favour.

Place:

Date:

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

Name in block letters

Address:

NON DISCLOSURE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") made and entered into on the date signed by the parties:

BETWEEN:

_____, having registered office at _____, (CIN No. _____) (hereinafter referred to as the "**Service Provider**" which expression shall mean and include its Administrator, legal representatives, successors-in-interest, Executors and permitted assigns) and represented herein by its authorized signatory, of the **ONE PART**;
AND

THE NAINITAL BANK LIMITED, a public limited Banking Company incorporated under the Companies Act, 1956 (now the Companies Act, 2013) having its Registered Office at G.B. Pant Road, Nainital and its Head Office at Seven oaks Building, Mallital, Nainital (CIN No. U65923UR1922PLC000234) (hereinafter referred to as the "**Bank**" which expression shall mean and include its Administrator, legal representatives, successors-in-interest, Executors and permitted assigns) and represented herein by its authorized signatory, of the **OTHER PART**.

Service Provider and Bank are hereinafter individually referred to as the "Party" and collectively as the "**Parties**", as the context may require in this Agreement.

WITNESSETH:

WHEREAS,

- (i) The Bank and _____ have entered into an agreement dated _____ for the purpose of _____.
- (ii) That during course of transactions under said agreement the, it may be necessary for **either Party** to provide the other Party with / permit the other Party to access certain confidential and proprietary information, business plans, analysis, forecasts, studies, summaries, marketing plans, financial data, business statistics concerning finance, business, property, contracts, methods, transactions, affairs, concepts, ideas, services, products, images, graphics, text, audio, video, software and other researched data / content, knowledge, content or information in written, soft, oral, visual and / or physical / sample form (collectively "**Confidential Information unless any such information is already available publicly**");
- (iii) The Parties are desirous of recording the terms and conditions on which the Confidential Information may be accessed / used by the other Party.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS:

- 1.1. As used herein, the term "Disclosing Party" shall mean: (a) **Service Provider**, with respect to all Confidential Information disclosed by **Service Provider** to Bank hereunder; or (b) Bank, with respect to all Confidential Information disclosed by Bank to **Service Provider** hereunder.
- 1.2. As used herein, the term "Receiving Party" shall mean: (a) Bank, with respect to all Confidential Information disclosed by **Service Provider** to Bank; or (b) **Service Provider**, with respect to all Confidential Information

disclosed by Bank **Service Provider** hereunder.

1.3. As used herein, the term “Confidential Information” shall mean all confidential or proprietary information of the Disclosing Party or its subsidiaries or affiliates, including (whether or not reduced to writing), which is disclosed or made available by the Disclosing Party to the Receiving Party and/or its Representatives and that is expressed and/or marked at the time of disclosure to be of a confidential nature, or which under the circumstances surrounding the disclosure ought to be treated as confidential. Confidential Information includes, but is not limited to (i) non-public information relating to the Disclosing Party’s technology, products, services, processes, data, customers information interalia phone number, e-mail address, business plans and methods, promotional and marketing activities, finances and other business affairs, (ii) third-party information that the Disclosing Party is obligated to keep confidential, and (iii) the nature, content and existence of a Relationship, discussions or negotiations between the parties.

Notwithstanding the foregoing, Confidential Information shall not include information which:

- a) was in the public domain on the date hereof or comes into the public domain other than through the fault or negligence of the Receiving Party;
- b) was lawfully obtained by the Receiving Party without restrictions from a third party who has the right to disclose it;
- c) was known to the Receiving Party at the time of disclosure as shown by its written records in existence at the time of disclosure;
- d) was independently developed by the Receiving Party without making use of any Confidential Information nor other information that the Disclosing Party disclosed in confidence to any third party; or
- e) was excluded from the scope of the confidentiality obligation hereunder with the Disclosing Party’s written consent; or
- f) is disclosed to the Receiving Party from any third party, except where the Receiving Party knows, or reasonably should know, that such disclosure constitutes a wrongful or tortious act.

2. NON-DISCLOSURE:

2.1 In consideration of the Disclosing Party’s disclosure of Confidential Information to the Receiving Party, the Receiving Party agrees that it shall:

- (i) treat all Confidential Information as strictly confidential and shall not disclose the such information to any person or entity, whatsoever, unless otherwise provided for in this agreement;
- (ii) not use any Confidential Information except for the Evaluation in connection with the Relationship;
- (iii) protect all Confidential Information, whether in storage or in use, with the same degree of care as the Receiving Party uses to protect its own Confidential Information against public disclosure, but in no case with less than reasonable care;
- (iv) inform the Disclosing Party immediately on becoming aware, or suspecting that an unauthorised person has become aware of the Confidential Information; and
- (v) be entitled to disclose the Confidential Information to such directors, officers, employees, agents, contractors and advisors of the Receiving Party who need to know such Confidential Information for the Evaluation (collectively the “Representatives”). “Provided always that the Receiving Party shall, prior to disclosure, inform the Representatives of the confidential nature of such Confidential Information and impose on such Representatives the confidentiality obligations substantially equal to, but not less restrictive than, those set forth herein. In any event, the Receiving Party shall be responsible for any breach of the terms of this Agreement by any of its Representatives and shall take all appropriate measures to restrain its Representatives from prohibited or unauthorised disclosure or use of the

Confidential Information.

2.2 If Receiving Party is required to disclose the Confidential Information pursuant to law, regulation, the order of any court or governmental or regulatory agency or the rules of any applicable stock exchange, the Receiving Party shall, to the extent permitted by law or regulation, (i) immediately notify the Disclosing Party of any such requirement and afford such Disclosing Party the opportunity to seek a protective order relating to any such disclosure; (ii) only furnish the portion of the Confidential Information that is required to disclose; and (iii) exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded with respect to the Confidential Information disclosed. The Receiving Party shall, to the extent reasonable and practicable, co-operate with the Disclosing Party if the Disclosing Party decides to bring any legal or other proceedings to challenge the validity of the requirement to disclose the Confidential Information (at the Disclosing Party's cost and expense). If the Receiving Party is unable to inform the Disclosing Party before any Confidential Information is disclosed, the Receiving Party shall inform the Disclosing Party immediately after the disclosure of the full circumstances of the disclosure and the information that has been disclosed.

2.3 Except upon mutual written agreement, or as may be required by law, regulation, the order of any court or governmental or regulatory agency or the rules of any applicable stock exchange, neither Party shall in any way or in any form disclose the fact that this Agreement has been signed by the Parties, the fact that discussions or negotiations relating to the Evaluation are taking place or have taken place, and any of the terms, conditions or other facts relating to the Evaluation, including the status thereof, or make any public announcement pertaining to the foregoing including any such actual or possible discussions or negotiations.

3. RETURN OF CONFIDENTIAL INFORMATION:

Upon request of the Disclosing Party made at any time during the term of this Agreement or within thirty (30) days after its termination, the Receiving Party shall, at the Disclosing Party's sole option, promptly return to the Disclosing Party or destroy all items of Confidential Information (including without limitation all summaries, copies and excerpts of Confidential Information thereof) of the Disclosing Party. The receiving party shall furnish a certificate to the disclosing party whereby certifying that the all confidential information has been returned to the Disclosing Party or has been destroyed and nothing can be retrieved by it in any manner whatsoever.

4. OWNERSHIP:

All rights, title and interest in and to the Confidential Information disclosed by the Disclosing Party shall remain the exclusive property of the Disclosing Party. The Parties acknowledge and agree: (i) that this Agreement shall not be construed as a transfer or sale by the Disclosing Party of any rights whatsoever, by license or otherwise, in or to any of its Confidential Information and; (ii) that no licenses or rights under any patent, copyright, trademark, trade secret or intellectual property rights shall be made, granted or implied by this Agreement. Any and all Confidential Information disclosed hereunder are disclosed under the sole discretion of the Disclosing Party, to the extent that the Disclosing Party deems it necessary in connection with the Evaluation. Nothing contained herein shall be construed as bearing an obligation on either Party to disclose any Confidential Information. In the event that the Receiving Party should request or agree to receive Confidential Information which the Disclosing Party has received from a third party, and the Disclosing Party is bound by the terms of a confidentiality agreement with such third party ("Confidentiality Agreement"), then the Receiving Party shall, subject to its receiving a copy of the relevant Confidentiality Agreement from the Disclosing Party, agree to act in accordance with the terms and conditions of the Confidentiality Agreement set forth by the third party.

5. INJUNCTIVE RELIEF:

Both Parties acknowledge that the extent of damages in an event of the breach of any provision of this Agreement would be difficult or impossible to ascertain, and that there may be no adequate remedy available at law in the event of any such breach. Therefore, each Party agrees that in the event it breaches any provision of this Agreement, the other Party will be entitled to specific performance and injunctive or other equitable relief, in addition to any other relief to which it may be entitled to at law or in equity. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

6. TERM:

- a. The term of this Agreement shall, unless otherwise agreed between the Parties in writing, shall commence from _____ till the expiry/termination of the Master agreement executed/to be executed by both parties.
- b. **Survival:** All obligations created by this Agreement shall survive change or termination of the parties' business relationship for a period of five years from the date of the disclosure of the Confidential Information or the change in/termination of the business relationship of the parties whichever is later.

7. INDEMNITY:

The Parties agree to indemnify and keep indemnified each other against all loss and damage, which the Disclosing Party may suffer as a result of any breach of this Agreement by the Receiving Party, provided always that the Disclosing Party shall forthwith give written notice to the Receiving Party of the above loss and damage and satisfactory documentary evidence of such actual loss and damage.

8. GENERAL:

8.1 The Parties agree and acknowledge that the Confidential Information constitutes valuable proprietary information and that the provisions of this Agreement are fair and reasonable to protect the interests of the Disclosing Party.

8.2 This Agreement shall be governed by and construed in accordance with the laws of India without reference to the principles of conflict of laws. All disputes arising out of or in connection with this Agreement shall be finally settled by panel of three arbitrators, wherein one each arbitrator shall be appointed by each party and such appointed arbitrators shall nominate a third arbitrator. The place of arbitration shall be at Nainital. The arbitration shall be conducted in the English language. The Parties agree that the decision of the arbitrator(s) shall be final and binding and that the Parties shall waive any right of appeal to the courts having jurisdiction in relation to such arbitration. Provided that nothing in this Agreement shall prevent either party from seeking injunctive or similar preliminary or provisional relief from court of competent jurisdiction in accordance with the applicable law.

8.3 In the event any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible.

8.4 This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and may not be amended or in any manner modified except by a written instrument signed by authorized representatives of both Parties. All prior or contemporaneous agreements or understandings between both Parties relating to the subject matter hereof, whether oral or written are superseded and cancelled by this Agreement.

8.5 This Agreement is made for the benefit of the Parties to it and their respective successors and permitted assigns and is not intended to benefit or be enforceable by anyone else. A person who is not a party to this Agreement shall have no right to enforce any of the terms of this Agreement. For the avoidance of doubt, the Parties may terminate, rescind or vary this Agreement without the consent of any person who is not a party to this Agreement.

8.6 No provision of this Agreement shall be deemed waived by either Party unless such waiver is reduced to writing and is signed by the Party against whom such waiver is sought to be enforced. Any waiver of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any right under this Agreement.

8.7 Neither Party shall transfer or assign its rights or obligations under this Agreement in whole or in part without the prior written consent of the other Party.

8.8 The Disclosing Party does not make any representation or warranty (express or implied) herein as to the accuracy, fairness or completeness of the Confidential Information or as to whether it is up-to-date. The Receiving Party will use the disclosed Confidential Information on an "As Is" "Where Is" basis and the Disclosing Party shall not have any liability or responsibility for errors or omissions in, or any decisions made by the Receiving Party in reliance on, any Confidential Information disclosed under this Agreement.

8.9 Nothing contained in this Agreement or in any discussions held or disclosures made pursuant to this Agreement shall (i) be interpreted or relied upon by either Party as a commitment or intent to purchase or sell any products or services or to engage in any business relationship, contract or future dealing with the other Party, (ii) limit either Party's right to provide or offer to provide products or services similar to those which the other Party may offer, so long as said Party does not violate the obligations under this Agreement, or (iii) prevent either Party from entering into similar discussions with unrelated third parties so long as such discussions do not violate the obligations under this Agreement.

8.10 This Agreement may be executed in one or more counterparts, which together shall constitute one and the same agreement, and any Party may enter into this Agreement by executing a counterpart.

8.11 All notices hereunder will be given in writing, will refer to this Agreement and will be personally delivered or sent by overnight courier, electronic mail, or registered or certified mail (return receipt requested) to the address set forth below:

For _____ Mr. Email – Telephone : +91-	For Bank: The Nainital Bank Limited E-Mail: Telephone: +91-
--	--

8.12 Each Party warrants that the executants of this Agreement have full authority to execute this Agreement and upon execution of this it shall be binding and enforceable upon the Party. The parties have executed this Agreement as of the Effective Date.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the date first set forth above.

Parties	For and behalf of	For and on behalf of The Nainital Bank Limited
Signature		
Signatory Name		
Title		
Witness	In the presence of	In the presence of
Signature		
Name		
Designation		
Date		