

1. Introduction

The Nainital Bank Ltd., one of the premier scheduled commercial bank, has successfully transformed itself into a modern age bank to cater its customers efficiently and effectively. Presently, the Bank has 173 and offices operating in Uttaranchal, Uttar Pradesh, Delhi, Haryana and Rajasthan.

To meet its requirements for the installation of fire extinguishers in the branches/offices, the Bank invites applications on prescribed Performa (Annexure-1) from technically competent and financially sound Vendors for empanelment for supply, installation and maintenance of fire extinguishers.

Bank in general purchases following items from empaneled vendors after calling quotes as and when required.

Extinguishers	Class of Fire	Indian Standard New IS Standard	Extinguishing medium
Water CO2	A	IS : 940-1976/IS : 15683-2006	Water
Dry Chemical Powder/ABC Type	B, C	IS : 2171 – 1976/ IS: 15683-2006	Dry Chemical Powder
CO2	B, C	IS : 2878 – 1976/ IS : 15683-2006	CO2 gas
Clean agent Fire extinguisher (HFC, Halotron etc.)	A, B, C	IS 15683:2006	Halon alternative Gas

Extinguishers	Class of Fire	Indian Standard New IS Standard	Extinguishing medium
Automatic modular type extinguisher	A, B, C	IS 15683:2006	Dry Chemical Powder/ Clean Agent media

2. SCOPE OF WORK

The Maintenance schedule of major fire extinguishers is in Table below:

Refilling /Performance Test Schedule:

Type of extinguisher	Periodicity
WCO2	02 years
DCP	03 years
CO2 type	05 years
ABC type fire extinguisher	03 years
Automatic modular type FEs	05 years

ie:

**After every 2 years examine the gas mass/weight of CO2 fire extinguisher. If there is loss of more than 10% of original weight then it should be recharged.
In coastal area periodicity of refilling of DCP fire extinguisher can be two (02) year to avoid/prevent caking of DCP extinguisher.**

- The work scope of this tender covers full inspection once in a year and whenever required/ called for complete/ segregated Fire Extinguishers installed within Premises/ Offices/ Branches. It includes thorough inspection of the extinguishers, repair and periodic maintenance as per schedule if required.
- It include general cleaning of fire extinguishers, Checking and replacement of pressure gauges, squeeze grip, Syphon tube, discharge nozzle, repair/ replacement of brass portion, repair/ replacement of valves/ lids,

fixing/ positioning of fire extinguishers, refilling, repair/ replacement of grip handle/ PVC base/ trolley (as required), Hydraulic Pressure Testing etc. and any other work to maintain the serviceability of the fire extinguishers with proper recommendation and attestation and submit report accordingly.

- C. The AMC shall include repair or replacement of hose clips, hose nozzles, etc. and exclude painting of the fire extinguishers, chassis repair etc.
- D. All extinguishers shall be pressure tested as per standard norms of extinguisher and water type extinguishers shall be refilled with potable water (tube well water shall not be allowed).
- E. The Cartridge of extinguishers shall be weighed and refilled if required.
- F. The Maintenance work of fire extinguishers should be carried out as schedule at table 3 or as per IS 2190:2010 or as the latest IS guidelines.
- G. Defective spare parts shall be replaced with new ones as per extinguishers.
- H. The new parts which are required to be fitted shall be verified by Branch Head/ Nodal Officer before fitting by the Service Provider. The removed part is to be handed over to Branch Head/ Nodal Officer. In case Service Provider notice any part is missing, then the same to be immediately brought to the knowledge of Branch/ Nodal Officer or otherwise responsibility shall be of service provider and penalty of this will be levied as per the SLA deduction. Service provider shall ensure that only original parts of same make/brand are used for replacement.
- I. The Service Provider shall submit the escalation matrix and name of persons coordinating AMC jobs with the Buyer once the AMC is awarded.
- J. Immediately on award of the service contract, the Service Provider would give a report regarding taking over of the fire extinguishers. It shall be the responsibility of the Service Provider to make the fire extinguishers work satisfactorily throughout the contract period, also to hand over the Fire Extinguishers to the department in working condition on expiry of the contract. In case any damage in the same is found, appropriate deductions will be levied at the time of payment.
- K. The spares and accessories shall be of standard quality. The spares and accessories shall be compatible with extinguishers and according to specification provided by the manufacturer and with best quality.
- L. After carrying out repair, a certificate regarding equipment working should be obtained from concerned Branch Head/ Nodal Officer of Offices.
- M. At the time of maintenance visit the Service provider representative will give demonstration of operation / use of the Extinguishers and its accessories. The company should depute technicians who are competent and capable to maintain / repair/ demonstrate the System and its accessories. The company will keep record of the training and trained personnel. They should also be equipped with adequate spare parts and tools to carryout repairs at the Branch / Administrative Office at the time of visit.
- N. The Firms will give Demonstration during the any Special Awareness or Training Drive conducted by the Bank. The Offices will indicate site for the above purpose. Demonstrations cost will be borne by the Vendor only except refilling cost/ maintenance cost of extinguishers used during Demonstrations

Response Time: Ordinarily a complaint must be attended within 24 hours when no change of spare part is involved, however, in case of requirement of change of spare part, the complaint should be resolved within 72 hours of lodging. In case the system is not repaired, or an alternative system not supplied within the period of 72 hours from the time of failure reported, then the Bank may choose to get the same repaired by or replaced from any other agency.

3. TECHNICAL ELIGIBILITY CRITERIA OF SERVICE PROVIDER

- A. Should be in the Business for the last five years or more.
- B. Should have 03 years of minimum experience in field of maintenance of Fire Extinguishers and providing AMC services.
- C. Firms should have at least one running contract/ provided more than 03 years of same Services in other PSB/PSU. The Service provider should indicate the name(s) of PSU/PSBs to which similar services are currently being provided/ provided in the past along with their full addresses and details of contact persons, for reference purpose. Certificates of good performance from these organizations should be enclosed to the Technical bid.
- D. Service Provider should have not been black listed at any time by any of the State Governments/ PSUs in India or abroad, any Financial Institutions in India or abroad. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the name of the company or organization must have been removed

from the said list as on date of submission of the Tender , otherwise it will not be considered. An undertaking to this effect must be submitted on their letter head. It should be furnished as per the **Annexure IV**.

- E. The Service provider should have registered itself: .
- i. Under the Excise, Sales Tax act and GST, as applicable.
 - ii. The Service provider should be an Income Tax Assesse. Self-attested PAN card and income Tax Returns for the last two accounting years should be submitted along with the Technical Bid.
- F. Profile of the Service provider should be furnished as per **Annexure II** along with Offer letter as per **Annexure I** and **Annexure III** enclosed to the Technical bid. Details of services being provided to other institutions should be given as per **Annexure V**.

Note: Self attested copies of documents/ certificates in support of the foregoing clauses should be submitted along with the Technical bid. The Bank may accept or reject an offer without assigning any reason whatsoever.

4. TERMS AND CONDITIONS

- 4.1 The Bank reserves the right to accept bids, in its sole discretion, Bank's decision in this regard will be final.
- 4.2 **Splitting of work:** The Bank will identify Two Service providers through the process and the order will be split between the two firms Provided L2 matches the L1 price and terms and conditions. L2 Bidder has to give confirmation for matching the price offer of L1, otherwise offer will be given to next lowest bidder. In case there is only one bidder, 100% order will be placed upon the bidder. Bank's decision will be binding to all bidders.
- 4.3 If any items/ spare parts rates which are not covered under this order may be approved by Administrative Offices under prevailing policies and properly documented for future audit.
- 4.4 The successful Service provider should convey their acceptance within 7 days of intimation from the Bank to this effect and enter into an agreement with the Bank on terms and conditions indicated therein. SLA will be executed at Zonal Office on applicable stamp paper.
- 4.5 AMC Service Provider shall be responsible for ensuring that the resources employed for carrying out the servicing and repair shall conduct themselves appropriately in the premises of the buyer department.
- 4.6 In case of any misconduct, necessary deductions as indicated in the SLA shall be levied and service provider shall be required to terminate the resource with immediate effect.
- 4.7 The service provider shall provide proper identification cards for the resources and uniform etc so that the only authorized service persons are attending to the servicing and repair work. The details of resources that shall be used for carrying out work should be informed in advance to maximum extent possible.
- 4.8 The parties agree and acknowledge that the terms of agreement are on principal-to-principal basis and nothing in this agreement shall be construed to confer the service providers nor its resources/ employees as the employees of the Buyer. The resources used by service provider to carry out maintenance shall be on rolls of service provider and shall have no claim whatsoever for any benefits from the buyer.
- 4.9 The Service Provider shall be fully responsible for the acts of their representatives / consultants/ team members/ employees and shall fully indemnify the Buyer for any kind of losses or damages caused by its employee's/ team members/ consultants/representatives.
- 4.10 The Service Provider shall be liable for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services and the Bank shall not be liable on any such account.
- 4.11 The Service Provider shall at all times ensure that the services being provided under this Contract/ Agreement are performed strictly in accordance with all applicable laws, orders, byelaws, regulations, rules, standards, recommended practices, notifications, guidelines etc, and no liability in this regard will be attached to the Bank.
- 4.12 The Service provider will ensure strict compliance of all labour laws pertaining to the personnel/ staff deployed and the Bank will not be liable for any kind of levies / penalties etc. by the authorities concerned. In the event of any demand served on the Bank by any of the authorities in this regard, the Bank will be entitled to recover any such amounts from the bills / amount payable to the Service Provider or from the performance guarantee

or from the assets of the Service Provider available in the Buyer's premises.

- 4.13 The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Buyer.
- 4.14 Bank reserves its right to recover the damages through any mode by recovering from the amounts payable for the services rendered or invoking the Bank Guarantee or any other assets of the Service provider lying with the Bank.
- 4.15 Bank reserves the right to determine further requirement at other locations/ Premises of the Bank. Bank shall also determine and notify additional requirement from time to time till the contract is valid.
- 4.16 The Service provider shall ensure that no Bank officer, director, employee or immediate family member thereof (collectively termed as, –The Bank Personnell) has received or will receive anything of value or of any kind from the Service Provider or its officers, directors, employees or agents in connection with this Agreement; and that no Bank Personnel has a business relationship of any kind with the Service Provider or its office.
- 4.17 The Supervisor/Officer from the Service provider shall report to the concerned Nodal Officer at Regional Office/ Office which issued work order at least once a month for the purpose of Status. The Service Provider shall meet the Nodal Officer to discuss and review its performance on a regular basis.
- 4.18 The Service provider should equip themselves with necessary standby facilities in case of any contingency, to ensure continuous and uninterrupted services.
- 4.19 The persons deployed by Service provider shall not be child labour within the meaning of child labour (prohibition and regulation) Act 1986.
- 4.20 In the event of any incident with respect to Fire Safety, the Service provider shall actively assist the Bank for the investigation of case and if any negligence / collusion of the Crew of Service Provider are established such loss is to be made good by the Service provider.
- 4.21 In case any mishap or accident sustained by the Personnel of service provider whatsoever nature (Minor/major/fatal during their Course of their work at Office/ Branches), the responsibility of providing compensation, if any, on that account will be that of the Service provider only and not of the Bank.
- 4.22 The Bank may if necessary do inspection/ carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the selected vendor shall afford the Bank's representative access to the its facilities, installations, technical resources, operations, documentation, records, databases and personnel.
- 4.23 Any other conditions stipulated at the time of the placing the Orders have to be complied with

5. PERIOD OF ENGAGEMENT

- 5.1 **The period of Frame Work Agreement will be for 03 years which will be renewed every year on satisfactory performance on same terms and conditions.**
- 5.2 The agreement entered into with the successful Service provider shall, unless earlier terminated continue to be operative in full force and will be effective, even after the expiry of 3 Years , on a month to month basis until renewed or terminated by written notice. During such continuation of the Agreement the terms and conditions recorded in the agreement entered into with successful Service provider shall be valid subsisting and remain binding on both parties.

6. BIDDING PROCESS (TWO PART BID)

- 6.1 The Bid prepared by the Service Provider should comprise the following components:
 - a. Technical bid – Part I:
 - b. Financial bid – Part II:
- 6.2 Both Bids are to be submitted on same day of submission. Any bid document not conforming to any one of the above terms will be rejected.
- 6.3 The Technical Bid and Financial bid should be sealed in separate envelopes and the envelopes should

be super-scribed Both the envelopes must be kept and sealed in a third envelop super scribed as "Tender for **Frame Work Agreement for AMC of Fire Extinguishers at Branches and Offices -The Nainital bank**". If Financial Bid is not submitted in separate sealed envelope the Tender will be rejected.

- 6.4 The Service provider will have to submit the commercial offer as per the format given in **Annexure VI**, in sealed envelopes, giving full particulars in separate envelope addressed to the Above address duly super scribed as – Tender for **Frame Work Agreement for AMC of Fire Extinguishers at Branches and Offices The Nainital Bank**. The relevant price information should be given only in Indian Rupees.
- 6.5 Tenders may be withdrawn before the time and date of opening of Technical Bids without any charges. Bids and modifications sent, if any, that are received earlier and replaced by revised bid or any bids/ modifications submitted after the last date and time of submission of such bids, will not be opened at the time of Bid Opening and shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Service provider
- 6.6 The Technical Offer must be submitted in an organized and structured manner as per. No brochures/leaflets etc. should be submitted in loose form. There should be one common serial number running through everything submitted. A recommended practice is to number the documents and show document number and page number as in 6-30, meaning Page 30 of Document 6. The table of contents should clearly indicate the number of pages in each document (e.g., pages 1 to 30 in Document No.6).
- 6.7 Technical supporting documents will not contain any pricing or commercial information at all. Technical supporting documents with any commercial information will be rejected.
- 6.8 Setting of evaluation criteria for selection purposes shall be entirely at the discretion of the Bank. The decision of the bank in this regard shall be final and no correspondence shall be entertained in this regard.
- 6.9 The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Service provider.
- 6.10 Commercial bids of only the successfully qualified Service provider whose Technical bids are found acceptable will be opened subsequently on the date that will be conveyed to them through e-mails.
- 6.11 The Bank reserves the right to resort to re-Tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection. or retender.
- 6.12 The Service Provider should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the terms as specified by the Bank. No additions or deletions to the Indicative commercial offer are allowed. Any deviations may lead to disqualification of the bid.
- 6.13 The Commercial offer shall be on a fixed price basis and no upward revision in the price would be considered on account of subsequent increase in fuel cost, manpower cost etc. However, if there is any reduction on account of Govt. levies/taxes, during the offer validity period, the same shall be passed on to the Bank.
- 6.14 The Bank will identify Service provider's Comparative price after commercial evaluation process and L1 among all. The comparative ranking will be made for L2 and L3 so on.

7. PRICE COMPOSITION

- 7.1 Rate contract will be valid for contract period starting from the date of acceptance of intimation letter to successful Service providers and Letter of Intimation will be issued based on after completion of bidding process.
- 7.2 The prices should be inclusive of all applicable taxes like /State Government levies, sales taxes, VAT, excise duty, cess, charges, license fees, permits etc. but exclusive of GST (CGST/SGST/IGST), which will be payable at actual. Any upward/ downward change in GST, if any, will be to the account of Bank. Service provider has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice

8. PAYMENT TERMS

- 8.1 Payments will be made at monthly intervals in accordance with the rate accepted plus applicable GST thereon. The Successful Service provider is required to submit his bills once in a month, not later than 10th of the following month, to Respective Offices. Claim for payment should be supported by Satisfactory Service Report from Branch

Head/ Office Nodal Officer including Demonstration Certificate. No claims for the earlier months will be entertained by the Bank unless cogent reasons for the delay are given to the satisfaction of the Bank by the successful Service provider.

- 8.2 Bank will verify the claim received and release the payment within 15 days of receiving the claim complete in all respects. While making payment, the Bank will deduct TDS and other statutory dues as applicable, to comply with the laws of the land. The amount will be credited to the account of the successful Service provider electronically, through RTGS or NEFT.
- 8.3 Service provider need to provide the information like PAN/GST/TAN/bank details/etc required for releasing payment on their letter head along with invoices. In case Service provider provides incorrect information, bank will not be responsible.

9. SLA DEDUCTIONS

SI	Service Level Agreement	Base Line Performance	First default	Second default	Third default and subsequent defaults
A	Delay in starting the AMC Services	AMC services to start within maximum 2 weeks	Termination of contract		
B	Log sheet Maintenance	Log sheet to be maintained Per Visit / per maintenance arising on call	Warning to be given	Rs 250	Rs 500
C	Delay in carrying out Preventive maintenance as per schedule	To be carried out as per intervals applicable	0.5 % of billed amount for every day delay		
D	Delay in carrying out repairs where no spare part change is involved	24 hours of reporting	1 % of billing amount for the quarter for every one-day delay	2% of billing amount for quarter for every oneday delay	3% of billing amount per quarter for every one
E	Delay in carrying out repair in where change of spare part is involved	should be resolved within 72 hours of lodging	2 % of billing amount for the quarter for every one-day delay	3 % of billing amount for quarter for every oneday delay	5 % of billing amount per quarter for every oneday delay
F	Non provision of proper identity card to resources employed by service provider or non-display of identity card	Should be provided	Rs 500	RRs 750	Rs 1000 for 3rd and subsequent default
G	If the employee of service provider is found to have misconduct or misbehaved in any manner or resort to any violent behaviour etc with or employees of buyer organisation or other employees of service provider	No such occasion should happen	Rs 1000 and resource to be terminated in addition to any other action as deemed fit by the Bank.	Rs 1000 and resource to be terminated in addition to any other action as deemed fit by the Bank.	Rs 5000 and resource to be terminated in addition to any other action as deemed fit by the Bank.

H	Substandard parts /NonOEM parts are used while undertaking replacement	No such occasion should happen	Immediate replacement with genuine and quality parts with deduction of Rs 1000	Immediate replacement with genuine and quality parts with deduction of Rs 2500	Termination of the contract
J	Missing of parts/ replaced parts	Replacement to be provided	Immediate replacement with genuine and quality parts with deduction of Rs 1000	Immediate replacement with genuine and quality parts with deduction of Rs 2500	Termination of the contract

10. DEDUCTION FROM PAYMENT

- 10.1 The Service provider shall reimburse the Bank all costs, charges, damages or expenses which the Bank may have paid or suffered and to the extent to which the Service provider is obliged and responsible under the Contract to do so, within 30 days upon written request of the Bank failing which such costs, charges, damages or expenses including statutory payments, if any, shall be deducted by the Bank from any money due or becoming due to the Service provider under this contract or any other Contract or may be recovered by encashment of Performance Guarantees or by arbitration/action of law or otherwise from the Service provider.
- 10.2 Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the Service provider.
- 10.3 Bank reserves its right to recover the penalty through any mode - by recovering from the amounts payable for the services rendered, from any payment being released to the Service provider, irrespective of the fact whether such payment is releasing to this contract or otherwise or invoking the Performance Guarantee or any other assets of the Service provider lying with the Bank.

11. FORCE MAJEURE

- 11.1 Force Majeure is herein defined as any cause, which is beyond the control of the selected Service provider. "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force majeure to prevent), confiscation or any other action by Government Agencies.
- 11.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party "sub-consultants or agents or employees, nor (ii) any event which is a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this contract, an avoid or overcome in the carrying out of its obligations hereunder.
- 11.3 Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.
- 11.4 A party affected by an event of force majeure shall continue to perform its obligations under the contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of force majeure.
- 11.5 A party affected by an event of force majeure shall notify the other party of such event as soon as possible, and in any case not later than 14 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of restoration of normal conditions as soon as possible. This provision shall survive the termination of this agreement for any reason.

12. ENFORCEABILITY

The decision of the Bank in arriving at the conclusion of breach of conditions and/or default of supplier will be accepted by the supplier without any demur and the Bank will be at liberty to enforce these conditions/rights.

13. TERMINATION OF CONTRACT

- 13.1 If the Termination is on account of failure of the Service provider to perform the obligations under this tender contract, the Bank shall have the right to invoke penalty by non-payment of the pending bills
- 13.2 The Bank shall have a right to terminate this Agreement at any time without assigning any reasons thereto, by giving not less than 30 days' prior written notice of the intention to do so, to the Successful Service provider
- 13.3 The Bank will be entitled to terminate this Contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following conditions by giving 30 days' notice in writing to Service provider:
- 13.4 The selected Service provider commits a breach of any of the terms and conditions of the bid.
- 13.5 The Service provider goes into liquidation voluntarily or otherwise.
- 13.6 An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- 13.7 Non-satisfactory performance of the selected Service provider during implementation and operation. An act of omission by the Service provider, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.
- 13.8 If the services provided by the Service provider is not as per the terms and condition. Bank reserves the right to hire the same or similar services from the alternate sources.
- 13.9 In the event of any default by the Service provider, if in the reasonable opinion of the Bank, performance of any of the said services under this tender contract by the Service Provider, is not acceptable being in contravention of any laws as may be applicable from time to time or industry practice, under the circumstances which would amount to objectionable service.
- 13.10 If Service Provider fails to perform the said services under this Tender contract or to observe any of its obligations or breaches all or any of the terms of this Agreement.
- 13.11 If a petition for insolvency is filed against the Service provider and such petition is not dismissed within Ninety (90) days after filing and/or if the Service provider makes an arrangement for the benefit of its creditors or, if the Court Receiver is appointed as receiver of all/any of Service provider's properties.
- 13.12 If in the opinion of the Bank the interest of the Bank are jeopardized in any manner whatsoever. It is hereby agreed and understood by the parties that the provisions of this Clause shall not limit or restrict nor shall they preclude the Bank from pursuing such further and other legal actions, against Service provider for any breach or non-compliance of the terms of this Agreement.
- 13.13 Failure of the Service provider to accept the contract and furnish the Performance Guarantee within 30 days from receipt of purchase order. Delay in it beyond the specified period.

14. LIABILITY OF THE SUCCESSFUL SERVICE PROVIDERS

- 14.1 Bank shall hold the Successful Service provider, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions, orders, judgment, awards or proceedings, arising out of non-fulfillment of any obligations under the Contract and such liability of the Successful Service provider will be restricted to the actual amount of the Contract.
- 14.2 Successful Service provider shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Successful Service provider and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this Tender.
- 14.3 However, the Successful Service provider would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

15. JURISDICTION

Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this tender, the parties shall be subject to the jurisdiction of courts at, The Nainital .

16. Annexure I – Offer Letter by Service Provider/Bidder

(To be typed on the Service Provider letter head)

OFFER LETTER

Letter No.

Date:

To,

The Head Premises
The Nainital Bank
Seven oaks building
Mallital ,Nainital

Ref: Tender Notice No:

Dear Sir,

With reference to the above Tender notice, having examined and understood the instructions, terms and conditions forming part of the Tender forms, we hereby enclose our offer as mentioned in your above referred Tender notice.

I/We am/are aware that in the event of getting a contract, I/We agree to honor the obligation with due diligence and efficiency as required by the Nainital bank

We confirm that the offer is in conformity with the terms and conditions as mentioned in the Tender form. We also confirm that the offer shall remain valid for 90 days from the date of opening of Technical bid. We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has the right to reject the offer in full or in part without assigning any reason whatsoever.

We certify that (Name of Service provider) is not owned or controlled by any Director or serving Officer/Employees of The Nainital bank or their relatives having the same meaning as assigned under section 2(77) Companies Act, 2013.

I/We agree to all the terms and conditions of the Tender Documents.

Yours faithfully,

Authorized Signatories
(Name & Designation, seal of the firm)

17. Annexure II - Bidder's Profile

Sr. No.	Parameters	Res onse	
1	Name of the Service provider		
2	Constitution		
3	Year of Establishment/Incorporation in India		
4	Names of the Partners/Directors		
5	Addresses of Firm/Company		
	a) Head Office		
	b) Local Office		
6	Authorized Contact person		
	a) Name and Designation		
	b) Telephone number/Mobile No		
	c) E_ mail ID.		
7	Website Address, if any		
8	Name and Address of the Principal Banker		
9	Permanent Account Number (PAN)		
	Financial Performance		
10	Turnover (in Lakhs)	2022-23	
		2023-24	
		2024-25	
11	Net Profit/Loss (in lakh)	2022-23	
		2023-24	
		2024-25	
12	Net Worth (in lakh)	2022-23	
		2023-24	
		2024-25	
14	GST Registration No.		

15	PSU/PSB whom is being provided at present: Name(s)and addresses of such institutions with contact details of their key persons	
16	Other activities of the Service Provider	
17	No. offices State. wise and addresses thereof	
18	Total Number of Employee in the Firm	

Declaration

1. I/We have read the instructions and terms conditions given in the notice inviting Tendering. I/ We understand that any decision to be taken by the Bank will be on the basis of the information furnished/ declarations made by us in the Bid document. Should the information given by us in this document prove to be false / incorrect at any time afterwards, contract awarded to us will be liable to termination without any prior notice. I/ We shall be solely responsible for the consequences and decision of the Bank will be binding on me/ us.
2. I/We understand and agree that the decision of the Bank in shortlisting/ selection of the Service Provider(s) will be final and binding on me/ us.
3. I/We declare that no material fact with regard to Services provided has been suppressed / withheld by us and I/we have no objection in the Bank making independent inquiries with the Banks/clients for whom we are presently providing services.

Place:

Date:

Authorized Signatories:

Name

& Designation , seal of the Company

18. Annexure III- Eligibility Criteria

Sr. No.	Criteria	Documents to be submitted	Compliance Yes/No
1	Bidder should have been registered as a company/firm/LLP under the Indian Companies Act/Partnership/LLP Act./Proprietorship	Certificate of Registration/Certificate of Incorporation/ Certificate of proprietorship	
2	The Service provider should have an office in States where bank branches are operational .	Any one Proof of Address like Registration Certificate, Electricity Bill, Telephone Bill etc.	
3	The Service provider should have been in Services in India for at least 5 years as on date of opening of bid	Copy of Work order and satisfactory service certificate from Public Sector/Schedule Commercial Bank/ Organisations	
3	At least one running contract/ provided more than 03 years of same Services in other PSB/PSU.		
4	The Service provider should have registered itself : 1 Under the Shops and Establishment Act, if applicable, in the states where it is operating/offering to provide its services. 2 Under the Excise, Sales Tax act and GST, as applicable.	Self-attested copies of certificates in support of this clause to be submitted.	
5	The Service provider should be an Income Tax Assesses	Self-attested PAN card and Income Tax Returns for the last three financial years.	
6	More the one PSBs/ PSUs for similar line of activity for similar line of activity	Copy of Work order and satisfactory service certificate from Public Sector/Schedule Commercial Bank/ Organisations.	
7	Service provider should have not been black listed at any time by the /any of the State Governments/ PSUs in India or abroad, any Financial Institutions in India or abroad. The Service provider should ensure that there are no pending cases against the Service provider involving cheating/fraudulent activities.	Submit declaration in Annexure IV	

Place:**Authorized Signatories:****Date:****Name & Designation:****Business Address & email:**

19. Annexure IV- Undertaking by Bidder for not being blacklisted

To,

The Head Premises ,
The Nainital Bank ,
Seven oaks building,
Mallital,
Nainital

Undertaking (To be submitted by all Bidder's on their letter head)

We _____(bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by the Government / any of the State Governments in India or any Financial Institution in India.
- We are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services tot.
- There are no pending cases against us involving cheating/fraudulent activities.
- We are not a defaulter in repayment of installment against credit with any Bank.
- We agree that in case any poor performance report is received from any of our clients our Bid will be rejected / disqualified.

Yours faithfully,

Authorized Signatories
(Name, Designation and Seal of the Company)

Date:

Place:

20. Annexure V- Firm's Experience -Details of Organization

1	Name of the Organization Address Contact Person Designation Landline No. Mobile No. e.mail ID	
2	Name of the Organization Address Contact Person Designation Landline No. Mobile No. e.mail ID	
3	Name of the Organization Address Contact Person Designation Landline No. Mobile No. e.mail ID ID	
4	Name of the Organization Address Contact Person Designation Landline No. Mobile No. e.mail ID	

21. Annexure VI– Financial Offer (excluding GST)

Sl.No.	TYPES OF FIRE EXTINGUISHERS & JOB DETAILS	OFFER PRICE (RS. PER UNIT)
1.	DCP type Fire Extinguisher (Exchange of Gas cartridge & change of powder)	
2.	Water co ₂ type fire extinguisher refilling & exchange of co ₂ cartridge	
3.	CO ₂ type Fire Extinguisher (Refilling of Gas per KG and valve testing)	
4.	Cost of ABC Refill per KG	
5.	Hydraulic pressure testing charges for CO ₂ type Fire extinguishers	
6.	Hydraulic pressure testing charges for Water co ₂ type Fire extinguishers	
7.	Per year Weight checking charges (empty & Full weight) for CO ₂ type Fire extinguisher each.	
8.	CO ₂ & ABC type Fire extinguisher To and From Cost for (workshop maintenance) per Branch/Office	
9.	Gunmetal Cap for Water CO ₂ & DCP type Fire Extinguishers	
10.	CO ₂ Horn with adapter for 4.5 kg & 6.5 kgs	
11.	CO ₂ Fire Extinguisher Hose for 2 kg & 3 kg	
12.	Wall Bracket	
13.	Safety Clip	
14.	Rubber Washer for all types of extinguishers per Washer	
15.	Discharge Pipe for Water CO ₂ type Fire Extinguisher	
16.	Discharge Pipe for DCP type Fire Extinguisher	
17.	CO ₂ cartridge 60-90 gms	
18.	CO ₂ type Fire Extinguishers Valve	
19.	CO ₂ cartridge 120 gms	
20.	ABC type Fire Extinguishers Pressure Gauge	
21.	ABC type Fire Extinguishers Valve	
22.	Annual Inspection Charge Per Branch/Office	
	Grand Total	

Grand Total Amount in words: -

Authorized Signatories:

(Name, Designation and Seal of the Company)

Date:

