

REQUEST FOR PROPOSAL (RFP)
FOR
SELECTION OF CATERING SERVICE PROVIDER

Tender No.: Intech/001/RFP/2017-18

Dated: 16.05.2017

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of IDBI Intech Limited (IDBI Intech or Intech), 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 document is not an agreement and is not an offer by Intech. This RFP is to invite proposals from applicants who are qualified to submit the Bids (“Bidders”). The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder may conduct its own investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Intech 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.

The information contained in the RFP document is selective and is subject to updating expansion, revision and amendment. It does not purport to contain all the information that a Bidder may require. Intech reserves the right or discretion to change, modify, add to or alters any or all of the provisions of this RFP document and / or the bidding process, without assigning any reasons, whatsoever. Such change will be intimated to all Bidders. Any information contained in this RFP document will be superseded by any later written information on the same subject made available to all recipients by Intech.

Intech may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Intech reserves the right to reject any or all the expression of interest / proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Intech shall be final, conclusive and binding on all the parties.

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DOCUMENT CONTROL SHEET

Bid document may be downloaded from Intech's Website www.idbiintech.com

Name of the Company	IDBI INTECH LIMITED
Date of issue of RFP	16 th May 2017
RFP/Bid Reference	Intech/001/RFP/2017-18
Cost of the Bid Document (Non-refundable)	Rs.1,000/- (Rupees One Thousand only) in the form of Demand draft from any scheduled commercial bank in favour of 'IDBI Intech Limited', payable at Mumbai.
Cost of Earnest Money	Rs.3,00,000/- (Rupees Three Lakhs only) in the form of Demand draft from any scheduled commercial bank in favour of 'IDBI Intech Limited', payable at Mumbai.
Last Date and Time for submission of Pre-bid queries	5.00 pm on 19-May-2017
Pre-bid meeting with Vendors	4.00 pm on 20-May-2017
Last Date and Time for Receipt of Bids	4.00 pm on 23-May-2017
Date and Time of Opening of Technical Bids	4.30 pm on 23-May-2017
Date and Time of Opening of Commercial Bids	Will be intimated to the eligible bidders.
Mode of submission – (Hand Delivery at Belapur Office)	One envelope: Technical Bid – Hard copy One envelope: Commercial bid - Hard copy only Both the envelopes to be enclosed in a Single sealed envelope.
Place of Pre-bid meeting / submission of bids / Opening of Bids and address for Communication	IDBI Intech Ltd., IDBI Building, Plot No. 39-41, Sector-11, CBD-Belapur, Navi Mumbai 400 614, India.
Contact Person /Phone Number/ Email	Mr. Manish D. Khot Tel.: 022-39148192 manish.khot@idbiintech.com Mr. Vishal Raut Tel.: 022 - 39148336 vishal.raut@idbiintech.com

1. This tender document is the property of Intech & is not transferable.
2. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above.
3. This bid document has 56 pages.

SECTION 1

1. Background

IDBI Intech Limited (“IDBI Intech” or “Intech”) is premier IT Services Company rendering optimal IT Services & Innovative Solutions in the BFSI (Banking, Financial Services & Insurance) domain in India. It has its Office at CBD Belapur, Navi Mumbai.

2. Overview

The purpose of this RFP is to invite tenders from established and reputed Catering Service Providers to provide catering services for its Staff/Officials/Visitors in its Office Premises at IDBI Building, Plot No. 39-41, Sector-11, CBD Belapur, Navi Mumbai – 400614 and its other offices located in Belapur.

Intech will provide required space for re-heating & dispensing the food, dining space, pantry equipment and furniture in the dining areas. IDBI Intech will also provide water and electricity required for above service. While bidding, this may specifically be taken into account. The tenure of the contract shall be for two years and is extendable for further period of one year. However, continuance of contract, beyond initial one year, will be subject to Performance Review done by appropriate authority. If quality of food items served and services rendered are found upto acceptable level. Extension beyond two years, if considered by Intech on its discretion, shall be on mutually agreed rates. Accordingly, proposals are invited from the eligible Service Providers for providing of Catering Services at Intech’s above Office and at other nearby location at Belapur, Navi Mumbai. You are requested to submit your bids strictly conforming to the schedule and terms and conditions given in Annexures attached.

3. Eligibility Criteria / Preliminary Examination

The prospective Bidders should fulfil the respective pre-qualifications mentioned below; otherwise their Bids will not be considered valid for the Bid evaluation process and will be summarily rejected. The Bidders should submit all the supporting documents in the Bidder’s eligibility proof. In the absence of such documentary evidences Bid will be rejected without any further correspondence.

The decision of Intech shall be final, conclusive and binding on all the parties.

- I. Bidder should be a sole proprietary concern, partnership firm or company registered in India. and should be in existence for at least 5 years.
- II. Bidder should have executed at least two similar catering contracts for reputed organizations like Financial Institutions, Public sector banks / undertakings, MNCs and large private sector companies and having 400+ employee strength and should have executed at least two such contracts of a minimum period of 1 year.
- III. List of establishments where catering services are currently managed with dates of contract and number of lunches served every day.
- IV. List of Current Manpower employed and manpower to be deployed at Belapur Premises on daily basis.

- V. The Service Provider should be located within Mumbai/Navi Mumbai. (Self declaration with Addresses and contact details of the service centres).
- VI. The Service Provider should have a minimum annual turnover of 1.50 Crores in the last three financial years i.e., 2013-14, 2014-15 and 2015-16, as per the audited financial results.
- VII. The Service Provider should have positive net worth in any two of the last three financial years i.e. 2013-14; 2014-15 and 2015-16 (Balance Sheet & Profit and Loss Account Statement of the relevant years to be submitted)
- VIII. The Service Provider should have license / permit / approval etc. from the concerned statutory authority or any other authority concerned for carrying out this type of work. They must also have necessary license to engage labour under the Labour laws. (Copy of relevant Documents to be submitted)
- IX. The Service Provider should have personnel with relevant experience preferably with professional qualification at the supervisory level.
- X. The Service Provider should not have been black-listed by any of its clients during the last three years. (The bidder shall give a declaration to this effect that they have not been black listed by any of its clients as on date of submission of the tender).
- XI. Declaration on letterhead of the bidder(s) that it has never been involved in any illegal activity or financial frauds;
- XII. Declaration on letterhead of the bidder(s) that its contract in the past was not terminated by any of its clients during the contract period due to unsatisfactory performance, nor it refused to continue the catering service after the contract was awarded in the past;
- XIII. Demand draft of Rs.3,00,000/-(Rupees Three Lakhs only) drawn in favour of IDBI Intech Limited, payable in Mumbai, towards Earnest Money Deposit (EMD). It may be noted that the EMD shall not carry any interest and that EMDs of the unsuccessful bidders would be refunded only after finalization of the tender or within 90 days from the date of opening of the Technical bid, whichever is earlier. However, EMD of successful bidder whose tender has been accepted by Intech shall be adjusted towards Security Deposit till the expiry of the contract. The Security Deposit shall not bear any interest and such amount shall be forfeited in the event of any refusal or delay on the part of the successful bidder to sign and execute the agreement for commencement of contract in case their bid is accepted and any sort of non-compliance with the terms of services agreed upon.
- XIV. Tenders without EMD would not be considered;
- XV. Application for Tender duly signed by the authorized person(s) of the Caterer - (Form- I);

Bidder must comply with all the above-mentioned criteria as specified above Non-compliance of any of the criteria can entail rejection of the offer. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when Intech decides, originals / certified copies should be shown for verification purpose. Intech

reserves the right to verify / evaluate the claims made by the bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio.

4. Bid Evaluation Criteria

1. To meet Intech's requirements, as spelt out in this Bid Document, the selected Bidder must have the requisite experience and expertise in providing services, the technical know-how, and the financial ability that would be required to successfully set-up the required infrastructure and provide the services sought by Intech.
2. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Document. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid Document, is liable for rejection. Any decision of Intech in this regard shall be final, conclusive and binding on the Bidder.
3. The Financial Bid will be opened only for those Bidders whose Technical Bid is cleared and accepted.
4. Intech reserves the right to modify / amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. At any time during the process of Bid evaluation, Intech may seek specific clarifications from any or all Bidders.
5. The Bidders shall be short listed after the evaluation of their Technical Bids. Financial bids of only such shortlisted bidders will be opened.

5. Payment Terms

Payment to Successful Bidder / Service Provider shall be made on 'Monthly Basis'. Service Provider shall raise the invoices for services provided during the month and submit the consolidated bills to Administration Vertical in the first week of every month (bills for food & services provided in the preceding month). Intech after scrutiny will release the payments within 7-10 working days from the date of bill submission under normal circumstances.

All the payments including refund of EMD will be made by Intech's Navi Mumbai office only.

At the time of claiming the payments including refund of EMD, Service Provider will be required to confirm in writing the Bank a/c and other details. (Annexure –II)

The Service Provider must accept the payment terms proposed by Intech. The price bid submitted by the Service Provider must be in conformity with the payment terms proposed by Intech. Any deviation from the proposed payment terms would not be accepted. Intech shall have the right to withhold any payment due to the Service Provider, in case of delays or defaults on the part of the Service Provider. Such withholding of payment shall not amount to a default on the part of Intech.

TDS, if any, will be deducted while releasing the payment.

SECTION 2: INVITATION AND INSTRUCTIONS TO BIDDERS

1. Invitation for Bids

This Request for Proposal (RFP) is to invite proposals from eligible, established and reputed Catering Service Providers for **Providing the Catering Services**. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted to, **Manager – Admin & Payroll, IDBI Intech Limited, at the address and in the manner mentioned in the Document Control Sheet.**

2. Due Diligence

The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which Intech shall not be held responsible. Any decision taken by Intech as to completeness of the Bid or rejection of any / all Bid(s) shall be final, conclusive and binding upon the Bidder(s) and shall not be questioned / challenged by the Bidder(s).

3. Cost of Bidding

The Bidder shall bear all costs and expenses associated with the preparation and submission of its Bid and Intech shall in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process including cancellation or abandonment or annulment of the bidding process.

4. Cost of RFP / Bid document

Cost of RFP / Bid document is Rs 1,000/- (Rupees One Thousand only). The prospective Bidder is required to pay the prescribed amount in the form of Demand Draft in favour of 'IDBI Intech Limited', payable at Mumbai, at the time of purchasing the RFP/Bid Document. In case, the Bid/RFP Documents are downloaded from the Internet (IDBI Intech site), the prescribed amount towards the cost of Bid Document should be paid along with the submission of the Bid response. Bids without the payment of amount towards the cost of Bid Document shall be rejected. The Cost of RFP /Bid document is non-refundable and non-adjustable towards any amount paid/payable by the Bidder.

5. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of this RFP may notify IDBI Intech in writing vide E-mail. Any clarification sought by the Bidder in respect of this RFP shall be addressed in writing by email latest by the date mentioned in the Document Control sheet to **Mr. Manish Khot – manish.khot@idbiintech.com** and **Mr. Vishal Raut – vishal.raut@idbiintech.com**.

Intech may respond in writing vide E-Mail/Letter/Fax to any request for clarification on the bidding documents, from the prospective Bidders, which it receives not later than the date specified in the Control Document. Further, Intech will respond vide E-Mail/Letter/Fax, to all clarifications, without identifying the source of the inquiry. Intech shall not be responsible for any external agency delays in above communication.

6. Amendment of Bid Document/RFP Document

a) Intech reserves the right in its sole discretion of inclusion of any addendum or modification to this entire Bid process or RFP.

b) At any time before the deadline for submission of Bids / offers, Intech may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify this RFP / Bid Document and all such modifications shall be binding on them.

c) All prospective Bidders who have received this RFP shall be notified about the amendment in writing vide e-mail or fax or post or the same may be hosted on Intech's website (www.idbiintech.com), and all such amendments shall be binding on them.

d) If required in order to allow prospective Bidders reasonable time in which they need to take the amendment into account in preparing their Bids, Intech at its sole discretion reserves the rights to extend the deadline for the submission of Bids. In no circumstance, the deadline for submission of Bids shall be extended beyond a period of 7 days. However, no request from the Bidder, shall be binding on Intech for the same. Intech's decision in this regard shall be final, conclusive and binding on all the Bidders.

e) Any attempt by the Bidders to visit or meet Top management officials of the Intech in connection with or incidental to the Bid process , shall be construed by Intech as an unlawful attempt by the prospective Bidder, to influence the RFP/ Bid process and may invite disqualification from bidding. Only one authorized representative of each bidder would be permitted to visit for submitting the RFP Document/ or when called by the Intech.

7. Language of Bid

The Bid prepared by Bidders, as well as all correspondence and documents relating to the Bid exchanged by the Bidders and Intech shall be in English only.

8. Clarifications on bid Document/RFP

Before bidding, the Bidders are requested to carefully examine the Bid Documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, gap(s) and/or discrepancy between any of the Bid Documents, they should forthwith refer the matter in writing to Intech for necessary clarifications within the specified time. Intech's decision in this regard shall be final, conclusive and binding on all the bidders or offers.

9. Documents constituting the Bid

The Bid prepared by the Bidder shall comprise the following components. The Bids not conforming to the requirements as stated herein below shall be summarily rejected. Intech's decision in this regard shall be final, conclusive and binding on all the Bidder(s) and shall not be questioned / challenged by the Bidder(s)

A) Technical Bid

- i. Refer **Annexure 1** for the Technical Bid contents and formats.
- ii. Please note that no price schedule should be indicated in the Technical Bid and shall only be quoted in the Financial Bid.

➤ Documents/Information to be submitted:

Company profile:

- a) Year of establishment;
- b) Name of company / firm / entity, of the bidder, including details of promoters/partners with official and residential addresses and telephone numbers;
- c) Attested copy of deed of partnership, if the bidder is a partnership concern; Certificate of Incorporation in case of company.
- d) Registration and License Number:
 - I. Service Tax Registration No:
 - II. PAN Number:
 - III. Labour License No:
 - IV. PF Registration No:
 - V. ESIC Registration No.(Please provide relevant document)
- e) Attested copy of valid certificate issued under Shops and Establishment Act /Factory license.
- f) Attested copy/ies of income-tax returns filed for two years (FY 2014-15 and 2015-16) ;
- g) List of establishments where catering services are currently managed with dates of contract and number of lunches served every day.
- h) Audited Financials indicating the annual turnover for three years; (FY 2013-14, 2014-15 and 2015-16)
- i) Manpower position (present);
- j) Declaration on letterhead of the bidder(s) that it has never been involved in any illegal activity or financial frauds;
- k) Declaration on letterhead of the bidder(s) that its contract in the past was not terminated by any of its clients during the contract period due to unsatisfactory performance, nor it refused to continue the catering service after the contract was awarded in the past;
- l) Demand draft of Rs.3,00,000/- (Rupees Three Lakhs only) drawn in favour of IDBI Intech Limited, payable in Mumbai, towards Earnest Money Deposit (EMD). It may be noted that the EMD shall not carry any interest and that EMDs of the unsuccessful bidders would be returned within 90 days from the last date for submission of the bids or a time as decided by Intech. The EMD of successful bidder, whose tender has been accepted by Intech, shall be adjusted towards Security Deposit till the expiry of the contract. The Security Deposit shall not bear any interest and such amount shall be forfeited in the event of refusal or

- delay on the part of the successful bidder to sign and execute the agreement for commencement of contract in case their bid is accepted and any sort of non-compliance with the terms of services agreed upon;
- m) Tenders without EMD would not be considered;
 - n) Application for Tender duly signed by the authorized person(s) of the Caterer - (Form-I);
 - o) The bidder must enclose, the copy of terms & conditions – Form-II duly signed by the authorized person(s).

Note: - It may be noted that tenders not accompanied by any one of the above documents or satisfactory explanation thereof are liable for rejection forthwith.

All concerned may note that only Technical Bid (**Part-I**) will be opened **on** the date as specified in the Document Control Sheet of the tender for pre-qualification of the bidders. Intech, in its own discretion, may postpone the opening of bids or may cancel the tendering process.

B) Financial Bid

- i. Refer **Form-VI** for the Financial Bid contents and formats.
 - ii. The Bidders shall quote price in clear terms. Break up should abide by the Format for Financial Bid described in **Form-VI**.
- i) The Bidders cannot quote for the Service(s) in part.
 - ii) All prices shall be for delivery of Service(s) to Intech inclusive of all applicable taxes up to the satisfaction of Intech or Intech's representatives. The aggregate price should be quoted in figures as well as in words. In case of discrepancies between prices written in words and prices written in figures, the prices written in words shall be considered to be correct.
 - iii) The Financial Bids should strictly conform to the formats to enable evaluation of the Bids and special care may be taken that the Bids having any hidden costs or conditional costs will be liable for straight rejection.
 - iv) The price components furnished by the Bidders will be solely for the purpose of facilitating the evaluation of Bids by Intech and will not in any way limit Intech's right to negotiate the Contract on any of the terms offered.
 - v) Prices quoted by the Bidders shall remain fixed during the entire Contract period and no increase of rates including that on account of cost escalation will be allowed under any circumstances. No open-ended Bid shall be entertained and the same is liable to rejection straightway. However, in case of reduction of prices due to change of model or such other similar reasons, the Bidder shall pass on the price benefit to Intech. Nevertheless, it shall always be the duty of the Bidder to use the best practices while performing its duties under the Contract.
 - vi) The price quoted must be inclusive of all applicable taxes and there should be no re-openers. Tax would be deducted at source.

10. Bid Currencies

Prices shall be quoted in Indian National Rupee (INR).

11. Bid Security (EMD)

The Bidder shall furnish, as part of its Bid, a Bid Security (EMD) in the form of Demand Draft, drawn in favour of “IDBI Intech Limited” for an amount of **Rs.3,00,000/- (Rupees Three Lakhs only) payable at Mumbai**, and must accompany the Technical Bid. The Bid security / EMD shall not bear any interest.

Any Bid not accompanied by the EMD as mentioned above, shall be rejected by Intech, without any further correspondence, as non-responsive.

In the case of unsuccessful Bidder or decision to abandon the Bid process, the Bid Security will be discharged / returned / refunded without any interest payment within 90 (ninety) days from the date of closure of Bid to all the Bidders who participated in the Bid process.

The successful Bidder’s Bid Security amount (EMD), whose tender has been accepted by Intech, shall be adjusted towards Security Deposit till the expiry of the contract. The Security Deposit shall not bear any interest and such amount shall be forfeited in the event of refusal or delay on the part of the successful bidder to sign and execute the agreement for commencement of contract in case their bid is accepted and any sort of non-compliance with the terms of services agreed upon

The Bid Security shall be forfeited:

- i. If a Bidder withdraws his Bid during the Bid validity period; or
- ii. If a Bidder makes any statement or encloses any form or document which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and /or conceals or suppresses any material information; or
- iii. If the successful Bidder fails to sign the contract in the form and manner to the satisfaction of Intech, as mentioned in the Bid Documents; or
- iv. In the event of avoidance, refusal or delay on the part of the Bidder to sign and execute any document, as may be required by Intech.
- v. Notwithstanding anything contained in the RFP Documents, any decision in this regard by Intech shall be final, conclusive and binding on the Bidder.

12. Period of Validity of Bids

a) Validity Period

Bids shall remain valid for 90 (ninety) days after the date of Bid opening prescribed by Intech. Intech reserves the rights to reject a Bid, valid for a period shorter than 90 days as non-responsive, without any correspondence. Any decision in this regard by Intech shall be final, conclusive and binding on the Bidders.

b) Extension of Period of Validity

In exceptional circumstances, Intech may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder granting the request will not be permitted to modify its Bid. Any decision in this regard by Intech shall be final, conclusive and binding on the Bidders.

13. Format and Signing of Bid

a) Number of copies of Bid

The Bidders shall prepare one Technical Bid, clearly marking "**Technical Bid**". Similarly, Bidders shall prepare one **Financial Bid**, clearly marking "**Financial Bid**".

b) Authentication of Bid

The Bids shall be type written and shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization (in original) shall be submitted along with the Bid. The person or persons signing the Bid shall initial all pages of the Bid, except for the un-amended printed literature.

c) Validation of interlineations in Bid

Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Bid have authenticated the same with signature.

The deficiency in documentation may result in the outright rejection of the Bid and Intech shall not be liable for the same in any manner whatsoever. Any decision in this regard by Intech shall be final, conclusive and binding on the Bidders.

14. Revelation of prices

Rate/Price in any form or for any reason should not be revealed before opening the Bid, failing which the offer / Bid shall be liable to be summarily rejected. If price change is envisaged due to any clarification(s), revised Bid in a separate sealed cover shall be submitted with prior written permission of Intech.

15. Sealing and marking of Bids

a) Enclosing of Bid

The Technical Bid (hard copy and Soft copy) shall be placed in a separate sealed envelope clearly marked as "**Tender for Catering Service at Intech's Belapur premises – Technical Bid**"

- i. The Financial Bid shall be placed in a separate sealed envelope clearly marked as **“Tender for Catering Service at Intech’s Belapur premises – Financial Bid (Prices only) – Do not open with Technical Bid ”**.
- ii. Both the envelopes carrying Technical Bid (envelope A) and Financial Bid (envelope B) should then be put in a single outer cover and sealed. The cover should read **“Bid for Catering Service at Intech’s Belapur premises”**
- iii. Bid envelope shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late" i.e. it is not submitted by the Bidder within the period stipulated for submission of the Bids.
- iv. No indications pertaining to price or financial or commercial terms should be made on the envelopes.

b) Mailing Address for Bids

Bid shall be addressed to the IDBI Intech Ltd at the following address:

IDBI Intech Ltd.
IDBI Building, Plot No. 39-41,
Sector-11, CBD-Belapur,
Navi Mumbai – 400 614.

c) Responsibility of Intech

If the outer envelope is not sealed and marked as required, Intech will assume no responsibility for the Bid’s misplacement or premature opening.

16. Rejection of Bids

The Bid has to be submitted in the form of a printed document only. The Bids submitted by telex, fax or email Bids shall not be entertained.

Any condition put forth by the Bidders which are non-conforming to the Bid requirements, shall not be entertained at all and such Bid shall be rejected. Any decision in this regard by Intech shall be final, conclusive and binding on the Bidders.

17. Deadline for Submission of Bids

a) Last date for Submission

The Bids (both Technical and Financial) must be received by Intech, at the address specified, not later than the date specified in the Schedule of Events. In the event of the specified date for the submission of Bids being declared a holiday for Intech, the Bids will be received up to the appointed time on the next working day.

b) Extension for Last date for Submission

Intech may, at its own discretion, extend the period for submission of Bids by amending the Bid documents/RFP, in which case all rights and obligations of Intech and Bidders shall stand extended. However no request for extension of time from the Bidders shall be binding upon Intech.

18. Late Bids

Any Bid received by Intech after the deadline for submission of Bids prescribed by Intech, will be summarily rejected and returned unopened to the Bidder. Intech shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. Intech's decision shall be final, conclusive and binding on the affected parties. No further correspondence on this subject will be entertained by Intech.

19. Modification and Withdrawal of Bids

a) Written Notice

The Bidder may modify or withdraw its Bid after the Bid's submission, provided that Intech receives written notice of the modification or withdrawal, before the expiration of deadline prescribed for submission of Bids.

b) Signing and Marking of Notice

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the procedure set-out for submission of Bids and shall be placed in an envelope marked as "MODIFICATION" or "WITHDRAWAL" as appropriate. A duly signed withdrawal notice may also be sent by fax or post so as to reach the designated office before the expiration of deadline for submission of Bids.

c) Last Date for Notice

No Bid may be modified subsequent to the deadline for submission of Bids. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of period of Bid validity specified by the Bidder on the Bid form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid Security.

Bid Opening and Evaluation of Bids

20. Opening of Bids

Intech will open all Technical Bids, in the presence of Bidders or their representatives who choose to attend the Technical Bid opening. Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for Intech, the Bids shall be opened at the appointed time and location on the next working day.

1. The envelope containing the Commercial offers of all technically qualified Bidders would be opened. The format for quoting commercial bid is set out in the **Annexures**. Bidder must provide detailed cost breakdown, for each and every line item mentioned in the financial bid.

2. Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.
3. Bids that are rejected during the Bid opening process shall not be considered for further evaluation, irrespective of the circumstances.

21. Clarification of Bids

During evaluation of Bids, Intech may, at its discretion, when deemed necessary, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the date as may be specified by Intech in this regard, Intech reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

22. Rectification of Errors

Decision as to any arithmetical error, manifest or otherwise in response to Bid Document/ RFP shall be decided at the sole discretion of Intech and shall be binding on the Bidder. Any decision of Intech in this regard shall be final, conclusive and binding on the Bidder.

23. Rejection / Acceptance of Bid

Intech reserves the right to accept any Bid and to annul or abandon the Bid process and / or reject in part or full any or all the Bids at any time prior to award of contract /Bid, without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for Intech's action. Any action / decision of Intech in this regard shall be final, conclusive and binding on the Bidder.

24. Cancellation of Bid

Intech reserves the right to cancel, annul or abandon the entire Bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Intech's action. Intech shall not be bound to give any reasons or explain the rationale for its actions / decisions to annul or abandon or cancel the bid process. Any action / decision of Intech in this regard shall be final, conclusive and binding on the Bidder. Intech further reserves the right to re-issue /re-commence the bid or circulate new RFP altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of Intech in this regard shall be final, conclusive and binding on the Bidder.

25. Evaluation and comparison of Bids

- a) Preliminary check
 - i. The RFP document will not be construed as any contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by any Bidder. The Bidder acknowledges by submitting their response to this RFP document that it has not relied on any information, representation, or warranty given in this RFP document.

- ii. The Bids will be examined by Intech to determine whether they are complete in all respects. A Bid determined as not substantially responsive will be rejected. Intech may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
 - iii. After preliminary examinations and / or opening of the Technical Bids, some or all of the Bidders may be asked to make presentation /demo of the services offered by them.
 - iv. The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation of the Bidders will be done. In the second stage, the financials of Catering Services would be evaluated.
 - v. A screening committee constituted by Intech for the purpose of selection of the successful Bidder, would evaluate Bids.
 - vi. Each Bidder acknowledges and accepts that Intech may, in its absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document
- b) Technical Bid evaluation methodology that Intech would adopt is as given below
- i. The bid so opened will be subjected to desk scrutiny by a committee of officials. Inclusion of any deviations in the quotation is liable for rejection.
 - ii. A Committee of officials of Intech will be visiting the locations where the Service Provider is providing its services and operating its base kitchen to evaluate its capability and verify the claims stated in the technical bid document. The Service Providers who satisfy the criteria will only be considered for further tendering process and their price bid will be opened.
- c) The Technical Bid should necessarily contain all Technical details and other terms and condition of RFP e.g.:
- i. Bidder's proposal should conform to the contents and format of the technical bid listed out Form-I in the RFP
 - ii. Proposals not conforming to the specifications may be rejected summarily. Any incomplete or ambiguous terms/conditions will disqualify the offer.
- d) The Technical Bid / Scope of Work submitted by the Bidder will be evaluated based on the terms and conditions of the RFP. Detailed technical evaluation will include **scrutiny of company profile, technical and functional information of** proposed catering services and site visits. The Bidder may highlight the noteworthy/superior features of their services. The Bidder will demonstrate/substantiate all or a few of the claims made in the Technical Bid to the satisfaction of Intech.
- e) The various parameters for technical evaluation and their weightages are given in the table below. At its sole discretion and determination, Intech may add any other relevant criteria for evaluating the proposals received in response to this RFP.

S.N	Particulars	Maximum Marks	Scoring Method
1	Bidder should have experience in providing Catering Services for at least 5 Years till 31-March-2017.	15	15 Marks – 7 Years & above. 10 Marks – 5 to less than 7 Years 5 Marks – 3 to less than 5 Years
2	Service Provider having necessary experience in providing catering services to reputed organizations like Financial Institutions, public sector banks / undertakings, MNCs & large private sector companies and having 400+ employee strength and should have executed at least two such contracts of a minimum period of 1 year	15	15 Marks – 2 or more organisations 10 Marks – 1 Organisation
3	Client continuity (Min 3 years without break)	15	15 Marks – 5 years & above. 10 Marks – 3 to less than 5 Years
4	Site visit to the clients where cooked food is served (not prepared at client place).	15	
5	Site Visit of the existing kitchen, where food is prepared	10	
	Total Technical Marks	70	

The Bidder(s)/Vendor(s) should secure minimum **50 marks** (out of 70 marks) to become eligible for participation in Financial Bid. However, Intech reserves the right to consider any bidder irrespective of the above scoring criteria.

f) Financial Evaluation

The evaluation of the Financial Bids/Offer will be done on the total cost as mentioned in Financial Bid. Maximum marks towards the financial bid would be 30 (i.e. L1 bidder will awarded 30 marks, L2 – 25 marks, L3 – 20 marks, L4 – 15 marks & L5 – 10 marks)

On opening of the Financial Bid of 'successful Service Providers in technical scrutiny' the likely annual payment for following services together will be worked as per below example:

Sr. No.	Service	Per Day Average Consumption (A)	Monthly Consumption (B) = A X 25* Days	Yearly Consumption, (C) = B X 12 Months
1	Lunch	750	18,750	2,25,000
2	Dinner	100	2,500	30,000
	Total (Yearly) Consumption			2,55,000

(*) Average number of working days considered as 25 / month. The actual nos. may vary.

Rate will be inclusive of all applicable taxes.

The aggregate of likely annual payment so worked out shall form the basis for arriving at the L1 service provider.

L1 Bidder will be arrived on the basis of the highest marks for technical & financial evaluation put together (L1). However, Intech, at its sole discretion, may award the Contract to any other Bidder, which shall not be questioned by any of the Bidder/s.

Intech reserves the right to negotiate the price with the successful bidder before awarding the contract.

- g) Intech's decision in respect to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained.
- h) Intech also reserves the right to re-issue / re-commence / cancel the Bid/Bid process. Any decision in this regard by Intech shall be final, conclusive and binding on the Bidders

26. Contacting Intech

a) Contact by Writing

No Bidder shall contact Intech on any matter relating to its Bid; from the time of the Bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of Intech, it should be done in writing.

b) Rejection of Bid

Any effort by a Bidder to influence Intech in its decisions on Bid evaluation, Bid comparison or Contract award may result in rejection of the Bidder's Bid and forfeiture of its Bid Security.

Award of Contract

27. Intech's right to accept any Bid and to reject any Bid or all Bids

Intech shall however not bind itself to accept the best Bid or any Bid and reserves the right to accept any Bid, wholly or in part. Intech reserves rights to annul the Bidding process and reject all Bids at any time before the award of Contract at its sole discretion, without thereby incurring any liability to the affected Bidder or Bidders

28. Notification of acceptance of Bid

a) Notification to Bidder

Before the expiry of the period of validity of the proposal, Intech shall notify the successful Bidder (L1) in writing by registered letter or by fax or by hand-delivery, that its Bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of acceptance and has to convey his absolute, unconditional and unqualified acceptance and thereafter enter into Agreement / Contract within seven (7) days from the date of acceptance.

b) Signing of Contract

Signing of the Contract shall follow the notification of the acceptance. However, Intech may negotiate certain terms with the successful Bidder before signing of the Contract. The signing of contract shall be completed within 7 days of receipt of notification of the acceptance of bid.

c) Discharge of Bid Security (EMD)

Upon the successful Bidder signing the Contract/Agreement, EMD of successful bidder whose tender has been accepted by Intech shall be adjusted towards Security Deposit till the expiry of the contract. The Security Deposit shall not bear any interest and such amount shall be forfeited in the event of any refusal or delay on the part of the successful bidder to sign and execute the agreement for commencement of contract in case their bid is accepted and any sort of non-compliance with the terms of services agreed upon.

The Bid Security to unsuccessful bidders shall be discharged after the Bid validity period. The Bid security / EMD shall not bear any interest.

d) Expenses for the Contract

All costs and expenses (including stamp duty, etc.) in connection with or incidental to the execution of Agreement / Contract shall be borne by the successful Bidder.

e) Failure to abide by the Agreement / Contract

The conditions stipulated in the Agreement/Contract shall be strictly adhered to and any breach / violation thereof will entail termination of the Contract without prejudice to the other rights of Intech including recovery of penalties as specified in this RFP or Agreement / Contract.

f) Annulment of Award

Failure of the successful Bidder to comply with the requirements of this RFP shall constitute sufficient ground for the annulment of the award and forfeiture of the Bid Security, in which event Intech may at its sole discretion, make the award to the next best evaluated bidder or any other bidder or call for new Bids.

SECTION 3: TERMS AND CONDITIONS OF THE RFP/CONTRACT

1. Definitions

In the Contract, the following terms shall have the following meanings and shall be interpreted accordingly:

- a) "Applicable Law" means with respect to any person all Laws, Statutes, Treaties, Rules, Regulations, Determinations, Orders, Notifications, Writs, Processes, Decrees, Injunctions, Judgments or Awards of an Arbitrator, a court or any other governmental authorities and all governmental authorisations binding upon or applicable to such person or to any of its property or assets.
- b) "The Contract/Agreement" means the agreement to be entered into between Intech and the Bidder as recorded in the contract form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for supply and provide / carry out the Service(s) of Vendor, as indicated / spelt out in Scope of Work to be performed in compliance with the service level requirements and standard of performance
- c) "Bidder" or "Contractor" or "Vendor" means any person / persons / firm / company, etc., to whom work has been awarded and whose bid has been accepted by Intech and shall include its authorized representatives and successors.
- d) "Good Industry Practice" means the exercise of degree of skill, diligence and prudence which is expected from a highly skilled experienced, recognised and reputed service provider engaged in the same type of undertaking engaged in similar activity under similar circumstances and acting generally in accordance with the prevailing laws, rules, regulations codes and industry standards.
- e) "Intech" or "The Purchaser" means IDBI Intech Ltd including its successors and assigns.
- f) "The Contract Price" means the price/compensation payable to the Vendor/Bidder under and in accordance with the Contract for the due performance and observance of its contractual obligations under and in accordance with the Contract.
- g) "Service(s)" means all the services as specified in Scope of Work to be performed in compliance with the service level requirements and standard of performance, which the Vendor/ Bidder is required to provide and/or procure for the Purchaser/Intech under and in accordance with the Contract.
- h) In case of a difference of opinion on the part of the Bidder in comprehending and /or interpreting any clause / provision of the Bid Documents after submission of the Bid, the interpretation by Purchaser/Intech and decision of Purchaser/Intech in this behalf shall be final, conclusive and binding on the Bidder.

- i) “Acceptance of Bid” means the letter/fax or any memorandum communicating to the Bidder the acceptance of his Bid
- j) “Business Day” means any day that is not a Sunday or a public holiday (as per the official holidays observed by Intech).
- k) "Confidential Information" means, (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this Contract and (v) all such other information which by its nature or the circumstances of its disclosure is confidential
- l) “Effective Date” means the date on which this Contract is signed and executed by the Parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.
- m) “Parties” means the Purchaser/Intech and the Bidder/Vendor and “Party” means either of the Parties.
- n) “Site” means the place in which the operations/Service(s) are to be carried out or places approved by the Purchaser for the purposes of the Contract together with any other places designated in the Contract as forming part of the Site.

2. Interpretation

In this Contract unless a contrary intention is evident:

- a) Time is the essence in the performance of the Parties’ respective obligations, if any time period specified herein is extended, such time shall also be of the essence.
- b) The clause headings are for convenient reference(s) only and do not form part of this Contract;
- c) Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- d) Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- e) A word in the singular includes plural and a word in the plural includes singular;
- f) A word importing a gender includes any other gender;
- g) A reference to a person includes a partnership and a body corporate;
- h) A reference to legislation includes legislation repealing, replacing or amending that legislation;

- i) Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
- j) Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of Intech.
- k) In case of a difference of opinion on the part of the Bidder in comprehending and /or interpreting any clause / provision of this RFP after submission of the Bid, the interpretation by Intech and decision of Intech in this behalf shall be final, conclusive and binding on the Bidder(s).

3. Conditions Precedent

The Contract is subject to the fulfilment of the following conditions precedent by the Bidder / Vendor.

- a) Execution of a Deed of Indemnity as per format given in Annexure.
- b) Furnishing certificate confirming that there are no vigilance or court cases threatened or pending against the Bidder.
- c) Furnishing of such other documents as Intech / Purchaser may specify, including but not limited to definitive documents.

4. Standard of Performance

The successful Bidder has to ensure adherence to project timelines, quality and availability of Service(s) and carry out its obligations under the Contract/ RFP with due diligence. The Successful Bidder shall safeguard Intech's legitimate interests in any dealing with third parties. Penalties shall not be levied on the successful Bidder in case non compliance of the said requirements only if the same is solely due to reasons beyond the control of the Vendor.

5. Use of Contract Documents & Information

- a) The Bidder/Vendor shall not, without Purchaser's/Intech's prior written consent, make use of any document, data or information etc., enumerated in this Bid Documents save and except for due performance and observance of the Contract.
- b) Any document, other than the Contract itself, enumerated in this Bid Documents shall remain the property of Purchaser/Intech and shall be returned (in all copies) to Bidder / Vendor on completion of the Bidder's/Vendor's performance under and in accordance with the Contract, if so required by Purchaser/ Intech.

6. Indemnity

The Bidder/Vendor shall execute and furnish to the Purchaser/ Intech, a deed of indemnity in favour of the Purchaser/ Intech in a form and manner, as given in the Annexure and shall indemnify Intech against all third party claims.

The Bidder/Vendor shall, at their own expense, defend and indemnify Intech against all third party claims or infringement.

The Bidder/Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If Intech is required to pay compensation to a third party resulting from such claim / infringement, the supplier shall be fully responsible for, including all expenses and court and legal fees.

Intech will give notice to the Bidder/Vendor of any such claim without delay, provide reasonable assistance to the Bidder/Vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

7. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written mutual consent signed by both the Parties i.e. the Vendor/Bidder and Intech.

8. Delay in the Vendor's/Bidder's Performance

- a) Performance of the Contract shall be made by the Vendor/Bidder in accordance with the time schedule specified by Intech.
- b) Any delay by the Vendor/Bidder in the performance of its Contractual obligations, which the Intech shall in its sole discretion may adjudge, shall render the Vendor/Bidder liable to any or all the following sanctions:
 - i. Forfeiture of its Security Deposit
 - ii. Imposition of liquidated damages, and/or
 - iii. Termination of the Contract for default
- c) If at any time during performance of the Contract, the Vendor/Bidder encounter conditions impeding timely completion of the Service(s) under the Contract and performance of Service(s) / System, the Vendor/Bidder shall promptly notify Intech in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the Vendor's/Bidder's notice, Intech shall evaluate the situation and may at its sole discretion extend the Vendor's/Bidder's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.

9. Recovery of penalties

Penalties, if any, on account of liquidated damages and non-compliance of Service Level Requirements, shall be deducted from the invoice value. Further, the Purchaser/Intech shall be entitled to make adjustment in the payment of price, in the event of levying liquidated damages on the Vendor/Bidder in the manner set-out in the Bid Documents.

10. Resolution of Disputes

The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with the Contract/Agreement in the following manner:

- a) The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

- b) The matter will be referred for negotiation between Intech /the Purchaser and the Vendor. The matter shall then be resolved by them and the agreed course of action documented within a further period of 15 days.

The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint 1 arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any disputes between the Parties and shall continue to render the Service(s) in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

The provision under this section survives the Contract/Agreement.

11. 'NO CLAIM' Certificate:

The Vendor shall not be entitled to make any claim, whatsoever, against Intech, under or by virtue of or arising out of, the Contract/Agreement, nor shall Intech entertain or consider any such claim, if made by the Vendor after he has signed a 'No Claim' Certificate in favour of Intech in such forms as shall be required by Intech after the works/Service(s) are finally accepted.

12. Survival:

- a) Any provision of the Contract/Agreement which, either expressly or by implication, survive the termination or expiration of the Contract/Agreement, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, non-disclosure in the same manner as if the present Contract/Agreement is valid and in force and effect.
- b) The provisions of the clauses of the Contract/Agreement in relation to Documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of the Contract/Agreement and in relation to confidentiality, the obligations continue to apply unless Intech / the Purchaser notifies the Vendor of its release from those obligations.

13. No Agency:

The Service(s) of the Vendor herein shall not be construed as any agency of Intech / the Purchaser and there shall be no principal agency relationship between Intech and the Vendor in this regard.

14. No Set-off, counter-claim and cross claims:

In case the Vendor/ Bidder has any other business relationship with Intech / the Purchaser, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract/Agreement to the Vendor/ Bidder for any payments receivable under and in accordance with that business. However, Intech shall have such rights against the Successful Bidder.

15. Key Performance Measurements:

Unless specified by Intech / the Purchaser to the contrary (in writing), the Vendor/ Bidder shall perform the Service(s) and carry out the Service(s) under and in accordance with the terms of the Contract/Agreement.

16. Commencement and Progress:

The Vendor/ Bidder shall proceed to carry out the Service(s) with diligence and care in accordance with any stipulation as to the time, manner, mode, and method of execution contained in the Contract/Agreement and shall meet the standards of Good Industry Practice.

17. Statutory Requirements:

During the tenure of the Contract/Agreement nothing shall be done by the Vendor/Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep Intech / the Purchaser, its directors, officers, employees, representatives, agents and consultants indemnified in this regard. The Vendor / Bidder shall procure any further approvals, consents as may be deemed necessary due to change in the applicable law or regulatory framework or any other reason.

18. Contract Prices

- a) The price quoted should be in Indian Rupees (INR) Only.
 - i. The amounts mentioned in the bid should be inclusive of all applicable taxes.
- b) All taxes, if any, applicable shall be deducted at source as per current rate while making any payment.
- c) The price quoted is to be written in words as well as figures and in case of discrepancies between prices written in words and prices written in figures, the prices written in words shall be considered to be correct.
- d) Price quoted should be valid for 90 days from the date of opening of Bid. There will be no price escalation during the contract period.
- e) Prices should be furnished item-wise with break-up of unit costs as per the format of Commercial bid. The bidder will pass on to Intech, the benefit of discounts if any announced during the period of rate contract in respect of the cost of the items for which orders have been placed during that period.

- f) The prices stated, shall remain valid for the contract period. Intech may give orders for additions at the same price. Any reduction in prices due to the principal reducing the prices, reduction in duties, taxes etc., by the Government, shall be passed on to Intech during the validity period.
- g) Save and except as otherwise provided herein, prices quoted by the Bidder shall remain fixed during the Bidder's performance of the contract and will not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

19. Confidentiality

The Parties agree that they shall hold in trust any Confidential Information received by either Party, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Confidential Information

20. Termination

- a) Intech/ the Purchaser may, terminate the Contract/Agreement by giving the Vendor/ Bidder a prior and written notice of 2 (Two) months indicating its intention to terminate the Contract/Agreement under the following circumstances:
 - i. Where it comes to Intech's/ the Purchaser's attention that the Vendor/ Bidder (or the Bidder's team) is in a position of actual conflict of interest with the interests of Intech/the Purchaser, in relation to any of terms of the Bidder's bid or the Contract/Agreement.
 - ii. Where the Vendor's/ Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Vendor/ Bidder, any failure by the Vendor/ Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Vendor/ Bidder or the happening of any such events that are adverse to the commercial viability of the Vendor/ Bidder.
 - iii. In the event of the happening of any events of the above nature, Intech/ the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the Service(s) to the next successor Bidder, and to ensure business continuity.
- b) **Termination for Insolvency:** Intech/ the Purchaser may at any time terminate the Contract/Agreement by giving written notice of 2 months to the Vendor/ Bidder, indicating its intention of termination the Contract/Agreement, without compensation to the Vendor/ Bidder, if the Vendor/ Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Intech/the Purchaser.
- c) **Termination for Default:** Intech/ the Purchaser, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Vendor/Bidder, may terminate the Contract/Agreement in whole or in part.
- d) **Termination for reasons other than Default:** Intech/ the Purchaser, without prejudice to any other right or remedy and without assigning any reason, may at its sole discretion, serve upon the Vendor/Bidder a written notice of 30 (thirty) days, indicating its intention to terminate the Contract/Agreement and may terminate the Contract/Agreement in whole or in part

21. Consequences of Termination

- a) In the event of termination of the Contract/Agreement due to any cause whatsoever, [whether consequent to the stipulated term of the Contract/Agreement or otherwise], Intech/ the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor/ Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor vendor/ bidder to take over the obligations of the erstwhile Vendor/ Bidder in relation to the execution/continued execution of the scope of the Contract/Agreement.
- b) In the event that the termination of the Contract/Agreement is due to the expiry of the term of the Contract/Agreement, a decision not to grant any (further) extension by Intech/ the Purchaser, the Vendor/ Bidder herein shall be obliged to provide all such assistance to the next successor vendor/bidder or any other person as may be required and as Intech/ the Purchaser may specify including training, where the successor(s) is a representative/personnel of Intech/the Purchaser to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
- c) Where the termination of the Contract/Agreement is prior to its stipulated term on account of a default on the part of the Vendor/ Bidder or due to the fact that the survival of the Vendor/ Bidder as an independent corporate entity is threatened/has ceased, Intech/ the Purchaser shall pay the Vendor/ Bidder for that part of the Service(s) which have been authorized by Intech/ the Purchaser and satisfactorily performed by the Vendor/ Bidder up to the date of termination, without prejudice to any other rights, Intech/the Purchaser may retain such amounts from the payment due and payable by Intech/ the Purchaser to the Vendor/ Bidder as may be required to offset any losses caused to Intech/ the Purchaser as a result of any act/omissions of the Vendor/ Bidder. In case of any loss or damage due to default on the part of the Vendor/ Bidder in performing any of its obligations with regard to executing the Service(s) under the Contract/Agreement [as laid down in the Service Level Requirements Annexure-3,] the Vendor/ Bidder shall compensate Intech/the Purchaser for any such loss, damages or other costs, incurred by Intech/ the Purchaser. Additionally, the sub Vendor/ Bidder / other members of its team shall continue to perform all its obligations and responsibilities under the Contract/Agreement in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity. All the permitted third parties shall continue to perform all/any functions as stipulated by Intech/ the Purchaser and as may be proper and necessary to execute the Service(s) under the Contract/Agreement in terms of the Vendor's/ Bidder's bid and the Contract/Agreement.
- d) Nothing herein shall restrict the right of Intech/ the Purchaser to invoke the Security Deposit and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to Intech/ the Purchaser under law or otherwise.
- e) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract/Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.

- f) In the event of termination of this Contract/Agreement for any reason whatsoever, Intech shall have the right to publicize such termination to caution the customers/public from dealing with the Vendor/ Bidder
- g) Termination survives the Contract/Agreement.
- h) Conflict of interest: The Vendor/ Bidder shall disclose to Intech/ the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor/ Bidder or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- i) Publicity: The Vendor/ Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract/Agreement unless Intech/ the Purchaser first gives the Vendor/ Bidder its prior written consent.

22. Relationship between the Parties

- a) Nothing in the Contract/Agreement constitutes any fiduciary relationship between Intech/the Purchaser and Vendor/ Bidder/Bidder's Team or any relationship of employer - employee, principal and agent, or partnership, between Intech/the Purchaser and Vendor/ Bidder.
- b) No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract/Agreement.
- c) Intech/ the Purchaser have no obligations to the Vendor's/Bidder's team except as agreed under the terms of the Contract/Agreement.

23. No Assignment

The Contract/Agreement cannot be transferred or assigned by the Vendor/ Bidder without the prior written approval of Intech / the Purchaser.

24. Entire Contract

The terms and conditions laid down in the Bid Document and all annexure thereto shall be read in consonance with and form an integral part of the Contract/Agreement. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter

25. Governing Law

The Contract/Agreement shall be governed in accordance with the laws of Republic of India. These provisions shall survive the Contract/Agreement.

26. Jurisdiction of Courts

The courts of India at Mumbai have exclusive jurisdiction to determine any proceeding in relation to the Contract/Agreement. These provisions shall survive the Contract/Agreement.

27. Suspension of Payment to the Vendor/ Bidder

Intech may by a written notice of suspension, suspend all payments to the Vendor/ Bidder under the Contract/Agreement, if the Vendor/ Bidder failed to perform any of its obligations under the Contract/Agreement, (including the carrying out of the service(s)) provided that such notice of suspension:

- i. Shall specify the nature of the failure and
- ii. Shall request the Vendor/ Bidder to remedy such failure within a specified period from the date of issue of such notice of suspension.

28. Time Limit for the Commencement of Work

Time limit for commencement of work shall be 10 days from the date of issuance of the respective purchase order/s.

29. Period of Contract

- a) Contract will be renewed every year for a period of 2 years after the expiry of 1-year period.
- b) The period of Contract shall be extendable, based on mutually agreed terms.

30. Force Majeure

- a) Notwithstanding the provisions of this RFP the Vendor shall not be liable for forfeiture of its Security Deposit, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract/Agreement is the result of an event of Force Majeure.
- b) For purpose of this Clause “Force Majeure” means war or revolution, terrorist act, fire, flood, earthquake, epidemic, quarantine restriction and freight embargoes.
- c) If a Force Majeure situation arises, the Vendor shall promptly notify Intech in writing of such conditions and the cause thereof. Unless otherwise directed by Intech in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Intech may terminate the Contract/Agreement, by giving a written notice of minimum 30 days to the Vendor, if as a result of Force Majeure the Vendor is unable to perform a material portion of the Service(s) for a period of more than 60 days.

31. Bidder’s Integrity

The Bidder is responsible for and obliged to conduct all contracted activities strictly in accordance with Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

SECTION 4: SCOPE OF WORK**Scope of Work and Specific conditional for Catering Contract:**

(Terms and Conditions forming part of catering Contract)

1. The Contractor (Successful bidder) shall prepare and serve approx. 600 lunches and 70 dinners to officers & executives on all working days and approx 100 lunches on holidays. IDBI Intech reserves the right to increase or decrease no. of Lunches/Dinners served to Intech's employees and also to instruct contractor to serve dinner to the employees even on holidays.
2. The lunch/dinner will be served to the Officers/official visitors and Staff daily on all days. The contractor will be liable for penalty for its inability to serve lunch/dinner on any day unless the reasons are beyond his control. The amount of penalty would be decided by Intech on each occasion and will be final, conclusive and binding.
3. In addition to lunch/dinner, Intech may ask for event-based services from the contractor for meeting requirement of snacks / special lunch / tea/coffee etc., for various official meetings. The Contractor is expected to equip himself with resources and manpower to cater to such additional requirements.
4. Menu for the week will be fixed by Canteen Committee and will be changed every month. Canteen Committee may advise the contractor from time to time to improve upon the catering services.
5. The quality of articles of food & beverage and provisions shall be of good standard and should be purchased from approved vendors. Masalas and other spices shall be branded and should have FPO registration. Intech's authorized representatives will have authority to inspect such articles of food and provisions and will have full powers to order discontinuance of use of such articles of food and provision, which are found to be of unsatisfactory standard and on grounds of hygiene.
6. Intech will provide the required space for Pantry / dining / equipment for re-heating and furniture in the dining areas, free of cost.
7. The Service Provider will source gas, utensils, refrigerator, ovens, food ingredients, service staff, labour etc. at their own cost, prepare the food items in their base kitchen, transport the same in closed van, hygienically packed, re-heat before serving and serve the same in designated dining areas / cabins in a hygienic manner. The serving crockery, cutlery etc. will be provided by the Service Provider. Intech's kitchen will be used only for warming of food.
8. The Service Provider will be responsible for removal of the garbage and keep the assigned premises clean.
9. A sample Lunch Menu is given in this RFP. Weekly Menu will be submitted by the Service Provider to Intech's Officer in-charge of Catering Services for approval. The approved menu (which will be provided to you, will be served in the Pantry).
10. Infrastructure and facilities to be provided by Intech
 - a) Main pantry with buffet food warmer
 - b) Dining area with tables, chairs and counters
 - c) Electricity connections/points for Electrical Equipment/Infrastructure, Water Purifier, etc.
11. It shall be the duty of the Service Provider to properly handle various gadgets etc. provided by Intech. He shall bring to the notice of Intech, the repairs and maintenance work that are required to be undertaken from time to time. If any repairs of the equipment are to be made on account of mishandling/negligence of the workmen, except normal wear and tear, the said items shall be repaired by the Contractor at his cost.
12. Kitchen - Cleanliness & Hygiene
 - a) The Service Provider shall ensure that the food is cooked in their base kitchen mentioned in

the tender document. Highest standard of hygiene is to be maintained. The cleanliness and maintenance of the utensils used for cooking is to be strictly ensured. Intech shall have the right to visit & inspect the base kitchen without prior information to the Service Provider. Any lapses with regard to cleanliness, hygiene & quality of raw material used for cooking & food shall attract penalty solely at the discretion of Intech.

- b) In office pantry, proper maintenance of water cooler and other gadgets shall be the responsibility of Service Provider.
- c) The Service Provider will have to bear the cost of cleaning materials and will ensure use of quality cleaning materials.

13. Catering Staff

- a) The Service Provider shall obtain all the requisite licenses including under Prevention of Food Adulteration Act, 1954 and Contract Labour (Regulation & Abolition) Act, 1970 and any rules framed hereunder and under other applicable laws issued by the concerned Labour Department etc for running the establishment.
- b) Intech shall not be responsible in any way for any breach by the Service Provider of the rules and regulations governing the running of such establishments.
- c) The Service Provider shall not engage minors for catering service.
- d) The Service Provider shall maintain the Register/Challan copies as under:
 - i) Under Contract Labour (Regulation and Abolition) Act, 1970
 - ✓ Attendance Register
 - ✓ Wage Register
 - ✓ Over-time Register
 - ✓ Advance Register
 - ✓ Register of Deduction for Damage & Loss
 - ✓ Register of Fine
 - ✓ Accident Register
 - ii) Under PF/ESIC/MLWF Act
 - ✓ Photo copies of PF/ESIC Monthly Challans (from the beginning of the contract)
 - ✓ MLWF Challans (from the beginning of the contract)
 - ✓ Agreement copy with Intech
 - iii) Under Minimum Wages Act, 1948
- e) Minimum wages to all employees of the agency/contractors prescribed by applicable laws.
- f) The Service Provider shall indemnify and keep indemnified, defend and hold good Intech, its officers, directors, employees and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Service Provider or their services personnel on account of misconduct, omission and negligence by the Service Provider or his service personnel.
- g) The Service Provider shall maintain and provide all necessary documentation, registers and records in connection with the performance of catering services and other related documents including for complying with any statutory requirements and provisions of applicable laws.
- h) The Service Provider shall take all precautionary measures to ensure the safety of the workmen employed by it and Intech will not be responsible in case of any eventuality.
- i) In the case of any labour problems related to the workmen staff of the Service Provider deployed in Intech premises, the same shall be settled at the Service Provider's end only. The "Service Provider" shall indemnify Intech suitably. It shall be the duty of the Service Provider to clearly inform his own personnel / staff that they shall have no claim whatsoever against Intech and they shall not raise any industrial dispute, either directly and / or indirectly, with or against Intech in respect of any of their service conditions or otherwise.
- j) The Service Provider shall abide by State Labour/Government of India (Ministry of

- Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract including Works Contract Act, Minimum Wages Act, Provident Fund Act, ESI, Workmen's Compensation Policy, etc., and shall indemnify Intech against and damages arising out of the default on the part of Service Provider due to negligence or non-compliance of any of the aforesaid rules, regulations, etc., laid down by the Government, Statutory authorities Regulations and other Government bodies, if any, from time to time.
- k) The Service Provider shall organize medical examination of all the staff before initial deployment which will be repeated on a yearly basis. Any person found to be medically unfit or unsuitable shall have to be removed by the Service Provider from the services and suitable replacement shall have to be arranged forthwith.
- l) The Service Provider shall arrange to issue Identity Cards to all his staff, through Security Desk of Intech, which has to be produced for inspection as and when required by Intech and/or suitably displayed.
- m) The Service Provider shall provide the proof of background check of its staff deputed for catering service at the site of Intech
- n) The Service Provider shall ensure:
- i. That all instructions, guidelines and specifications issued to the Service Provider by Intech are clearly and effectively communicated by the Service Provider to its employees and personnel;
 - ii. That all instructions, guidelines and specifications are strictly adhered to by the employees and personnel of the Service Provider so that reputation of Intech is not damaged.
 - iii. That no action taken by the Service Provider and / or its employees and /or personnel shall violate laws and regulations.
- o) The staff shall be properly dressed in neat and tidy uniform. They shall be courteous, well mannered and attentive. They should be conversant with the tenets of the trade. One site Manager and one supervisor with decision taking capability as well as authority along with adequate service staff should be present in the dining areas during the service hours on working days as also on weekends / public holidays if services are required during such days.
- p) The Service Provider will ensure supply of quality items of food / sweets etc. In case of unsatisfactory/unhygienic quality of food item(s) or lapses in service or any breakage, / shortage, deductions will be made as penalty which will be solely decided by Intech. The kitchen will be under the constant supervision of Intech and any lapse will be taken seriously. Good quality / branded raw material is to be used for the preparation of food.
- q) Upkeep and Maintenance of pantry / dining areas
- i. The Service Provider has to ensure that every day after operations, the pantry / dining halls / chafing dishes and all the crockery and cutlery are cleaned and kept in order before closing for the day.
 - ii. The Service Provider has to ensure proper disposal of waste and ensure that the outlets / ducts provided in the kitchen are not blocked / damaged etc.
 - iii. In case of dispute regarding the quality of food / other eatables / unsatisfactory service etc., the final authority will rest with Intech's Officer in-charge of Catering Operations and the same will be binding on the Service Provider.
 - iv. The Service Provider shall not use kerosene oil for any purpose in Intech's premises under any circumstances.
 - v. The contract shall not be construed to have given employment to the Service Provider in Intech nor any right to the Service Provider on Intech's property. On completion of the contract or whenever Intech decides the Service Provider and his staff will immediately vacate the premises and handover all the dead stock

- items that were given by Intech. The Service Provider is only allowed to use Intech's premises for the limited purposes of re-heating and serving of food to the employees/officers, etc of Intech.
- r) All the bidders are requested to visit the site and understand the scope of work before submission of tender application. A Pre-Bid meeting will be scheduled as per Document Control Sheet at IDBI Intech's Belapur Premises to enable the bidders to understand the scope of work and services to be provided.
 - s) Staff requirement shall be 01 site manager, 01 supervisor, 05 Service boys, 02 pantry man, 01 dish washer - Total 10 staff
 - t) It will be the responsibility of the Contractor to store the material purchased by him in a neat, tidy and hygienic manner in the space provided by Intech. The security of such material will be the sole responsibility of the Contractor.
 - u) The authorized representatives of Intech shall check the quality and quantity of the items supplied and served. Complaints received from the staff on quality of food (including stale food) will be viewed seriously and penalty will be levied in such cases. The penalty could be the cost of entire food items prepared on the date of complaint.
 - v) Vegetarian and non-vegetarian cooking shall be done separately.
 - w) Applicable taxes will be deducted at source at the time of settlement of bills unless the Contractor produces the certificate to the contrary from the Income Tax authorities. TDS certificate will be issued.
 - x) Payments to the Contractor will be made monthly on the basis of number of lunches/dinners availed by Intech's employees on each day. Intech reserves the right to terminate the contract at any time during the currency of the contract period by giving 30 days' prior notice in writing without assigning any reason therefore. The contractor, however, shall have to intimate to Intech by giving three months' prior notice in writing in case, the contractor decides to stop services.
 - y) The Contractor shall not employ the services of any sub-contractor directly or indirectly for the purposes of catering services pursuant to this Contract.
 - z) Any dispute between the Contractor and Intech, which cannot be settled by negotiation, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Mumbai/Navi Mumbai, India and conducted in accordance with the provision of Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final and binding. The Contractor shall not be entitled to suspend the provision of the catering services, pending resolution of any disputes and shall continue to render the catering services in accordance with the provisions of the contract notwithstanding the existence of any dispute between the Contractor and Intech or the subsistence of any arbitration or other proceedings.
 - aa) The contract shall be governed by and construed in accordance with the laws of India and the Courts in Mumbai shall have the exclusive jurisdiction to try any suit, proceedings in connection therewith / in that behalf.

SECTION 5: Sample Lunch/Dinner Menus

All the food items should be made of good quality branded raw material and served in hygienic manner.

LUNCH (Intech working days) – Approximately **750** daily

LUNCH (Intech holidays) – Approximately **120** daily

DINNER (Intech working days) – Approximately **100** daily

Common Menu for Vegetarian and Non-Vegetarian (LUNCH & DINNER)

S. N.	Item
1	Veg Soup
2	Rice (Basmati / Surti Kolam)
3	Dry Bhaji
4	Vegetable Bhaji (Gravy)
5	Dal
6	Curd/ Butter Milk/ Raita (any one item)
7	Puris / Parathas / Chapatis (any one item)
8	Papad
9	Pickle
10	Salads
11	Sweet / Ice Cream (any one item)

Menu for Non-Vegetarian (LUNCH & DINNER)

S. N.	Item
1	Chicken/ Mutton/Fish – thrice in a week (Monday, Wednesday & Friday)
2	Egg (Gravy Items) – once in a month

Note:

- Either Chicken / Mutton (both Gravy items) / Fish (Gravy or Fry items) or Chicken / Mutton Biryani to be served thrice in a week (i.e. on Monday, Wednesday & Friday).
- Veg items on Monday, Wednesday & Friday should include Paneer / Mushroom.
- Egg Gravy to be served once in a month.
- Fruit plate (containing at least 4 fruits) with Curd and Sweet / Ice Cream will need to be provided to those employees who don't want to avail regular lunch / dinner. The rate of fruit plate will be same as of regular plate.

Note: The numbers of lunch and dinners quoted above are indicative and may vary on a daily basis and will be billed on actual.

Sweet/ice-cream, which is outsourced, should be from well-known brand approved by the Intech's Admin Dept. / Food Committee.

Section – 6

Form – I: Technical Bid Form

(To be included in Technical Bid Envelope)

Date:

The Manager – Admin & Payroll,
IDBI Intech Ltd.,
IDBI Building, Plot No. 39-41,
Sector-11, CBD Belapur,
Navi Mumbai – 400 614.

Dear Sir,

Reg. : Tender for award of Officers and Executives Lounge (Belapur, Navi Mumbai)

“Catering Contract” (Ref. no Intech/001/RFP/2017-18)

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, unconditionally and irrevocably offer our services for “Catering” in conformity with the said Bid Documents.

We agree and undertake that, if our Bid is accepted, to deliver and commission the Services in accordance with the delivery schedule specified in the schedule of requirements.

If our Bid is accepted, we will accept that IDBI Intech Ltd. (Intech). will adjust the Bid Security (EMD) submitted along with bid towards ‘Security Deposit’ till the expiry of the contract for the due performance and observance of the Contract.

We agree and undertake to abide by the bid terms of Intech including the rates quoted therein for the orders awarded by Intech up to the period prescribed in the Bid, which shall be final and conclusive and remain binding upon us.

Until a formal contract is finalized and executed, this Bid Documents, together with relevant documents as amended, modified, supplemented, revised, modified by addendum, etc., if any, at the sole discretion of Intech duly initialled/executed shall constitute a binding Contract between us.

We agree and undertake that, in competing for (and, if the Bid is accepted by you) the above contract, we will strictly observe the laws inter alia, in particular, against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988” and similar laws and also strictly abide by and observe all applicable laws.

We agree and confirm that you are not bound to accept the lowest or any Bid you may receive and you also have the right to re-issue/re-commence the Bid. Any decision in this regard by you shall be final and binding on us.

We enclose a demand draft of Rs. _____/- (Rs. _____ only) towards Bid Security, in favour of "IDBI Intech Limited." drawn on _____, _____ Branch payable at Mumbai.

We understand that the Bid Security submitted along with bid will be adjusted towards 'Security Deposit' till the expiry of the contract for the due performance and observance of the Contract, in case of successful bidder. However, bid security will be refunded within a period of 90 (Ninety) days after the expiry of Bid validity period for unsuccessful Bidders. We have also noted that Bid Security shall not carry any interest.

Sign

Name of the signatory

Designation

Email & Mobile no:

Company Seal

Form – II: Acceptance of RFP Terms

(To be submitted on the Bidder's Letter Head)

Date:

To,

The Manager – Admin & Payroll,
IDBI Intech Ltd.,
IDBI Building, Plot No. 39-41,
Sector-11, CBD Belapur,
Navi Mumbai – 400 614.

Ref: Tender for “Catering Services at Belapur Premises” - Intech/001/RFP/2017-18

This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the RFP floated by IDBI Intech Ltd. regarding the **Services of Catering at Belapur Premises**.

We are ready to provide a software application which is independent of any credit Bureau and agree to provide connectivity with any Bureau(s) as required by the IDBI Intech Ltd. from time to time.

Signature

(Name of Authorized Signatory)

Designation

Email & Mobile no:

Company seal.

Form - III: Undertaking

To,

The Manager – Admin & Payroll,
IDBI Intech Ltd.,
IDBI Building, Plot No. 39-41,
Sector-11, CBD Belapur,
Navi Mumbai – 400 614.

We, _____ (name and designation) on behalf of _____ having its registered office at _____ have submitted a bid proposal document to IDBI Intech Ltd (hereinafter referred to as Intech) for “**Catering Services for Belapur Premises**” in response to the Request for Proposal (RFP) issued by Intech.

We hereby undertake and declare that

- a) We are duly authorized persons to submit this undertaking.
- b) We have read and understood the Request for Proposal (RFP) document – “**Catering Services for Belapur Premises**” as obtained from Intech.
- c) We do not have any other business relationship with Intech including its Directors and officers and nor have any conflict of interest. We shall on occurrence of any such event immediately inform the concerned authorities of the same.
- d) We have submitted our bid proposals in compliance with the specific requirements as mentioned in the RFP document.
- e) We have provided all necessary information and details as required by Intech and shall provide such additional information may be required by Intech from time to time.
- f) All the documents and information therein are true and accurate and nothing has been concealed or tampered with in the said documents.
- g) We possess the relevant experience in the activity as proposed to be awarded by way of the RFP document.
- h) We are aware of the fact that furnishing of any false or misleading information or document shall make us liable for punitive action.
- i) No inquiries or investigations have been threatened, commenced or pending against us by any statutory or regulatory or investigative agencies or lending institutions.
- j) Neither the company nor any of its employees/directors have been barred from providing such services by the issuing authority or any other competent institution nor are we blacklisted /restrained at any time by any of its clients in the last 5 years.
- k) No vigilance and / or court cases are pending against us.

- l) We were never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to Intech.
- m) It is further certified that we have not modified or deleted any text/matter in this RFP.

Yours faithfully,

Signature

Name and designation

(Company Seal)

Place:

Date:

Form – IV: Power of Attorney

(On Stamp Paper of relevant value)

Know all men by these presents, we _____ (name of the company and address of the registered office) do hereby appoint and authorize Mr. _____ (full name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal in response to the Tender (Request for Proposal) for “**Catering Services for Belapur Premises**” by IDBI Intech Ltd (hereinafter referred to as Intech), including signing and submission of all documents and providing information/responses to Intech in all matters in connection with our Bid / Offer.

We hereby agree, declare and undertake that all acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done, performed and executed by us and we hereby agree to ratify and confirm all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 2017

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

1. To be executed by the all members in case of a Consortium.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
4. In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Form – V: Contents of Technical Bid

Intech/001/RFP/2017-18

Sr. No.	Contents of Technical Bid	Yes / No
1.	DD for Bid amount and EMD.	
2.	Technical Bid Form – Form I	
3.	Unconditional Acceptance of RFP terms – Form II	
4.	Undertaking – Form III	
5.	Power of Attorney for Authorised signatory.	
6.	Compliance sheet for Menu Specifications.	

Sign of Authorized Signatory

Name:

Mobile & Email id:

Company Seal:

Date:

Place:

Form –VI: Financial Bid Format

(To be submitted on the Bidder’s Letter Head)

Items as per Menu Specifications provided in RFP (forming part of TCO)					
Sr. No.	Item Description	Daily Consumption (Approx.) (A)	Per Plate Food Charges (In Rs.) (B)	Monthly Food Charges (C) (A x B x 25*)	Total Annual Food Charges Excluding Taxes/Levies etc. (D) (C x 12)
1	LUNCH	750			
2	DINNER	100			
Total Cost of Ownership (TCO) = Sum (D1 + D2)					
Total amount inclusive of all applicable taxes. (In figures)					
Total amount inclusive of all applicable taxes. (In words)					

(*) Average number of working days considered as 25 / month.

The aggregate of likely annual payment so worked out shall form the basis for arriving at the L1 service provider.

Note: The numbers of lunch and dinners quoted above are indicative and may vary on a daily basis and will be billed on actual.

Terms & Conditions:

- The amounts mentioned in the bid should be inclusive of all applicable taxes.
- The price shall be valid for 90 days.

IDBI Intech Ltd, reserves the right to reject all or any bid or cancel the quotations without assigning any reason for the same.

We agree to unconditionally abide by all the terms and conditions of this RFP issued by IDBI Intech Ltd.

Sign of Authorized Signatory

Name:

Mobile & Email id:

Company Seal:

Date:

Place:

PRICE SCHEDULE

(To be included in the Financial Proposal)

Intech/001/RFP/2017-18

Having perused the Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our services as bidder, in conformity with the said Bid Documents at prices mentioned in the Financial bid.

The price quoted should be in Indian Rupees (INR) Only.

The amounts mentioned in the bid should be Inclusive of all applicable taxes. Breakup of the applicable taxes should be provided.

All applicable taxes shall be deducted at source as per current rate while making any payment.

In case of discrepancy between unit price and total price, the unit price shall prevail.

In case of discrepancy between figures and words, the amount in words shall prevail.

No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons whatsoever, shall be admissible during the currency of the Contract.

For the above, any decision of Intech, in this behalf shall be final, conclusive and binding on the Bidder.

Sign of Authorized Signatory

Name:

Mobile & Email id:

Company Seal:

Date:

Place:

Form – VII: Deed of Indemnity

(To be submitted by Successful Bidder)

This Deed of Indemnity executed at Mumbai on the _____ day of _____ by _____ (hereinafter referred to as “the Obligor” which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

IDBI Intech Limited, a company registered and incorporated under the Companies Act, 1956 having its registered office at IDBI Building, Plot No. 39-41, Sector-11, CBD Belapur, Navi Mumbai – 400614 (hereinafter referred to as “Intech” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

WHEREAS

1. The Obligor has

(i) offered to Intech to provide catering services for its Staff/Officials/Visitors in its Office Premises at Belapur, Navi Mumbai and provide / carry out the services as inclusively stated under sections Service Level Expectations and Scope ;

(ii) represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for executing their services to Intech;

(iii) represented and warranted that the aforesaid services offered to Intech do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of Intech;

(iv) represented and warranted that they are authorised and legally eligible and otherwise entitled and competent to enter into such contract(s) with Intech;

2. Intech, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services of the Obligor on the terms and conditions contained in its Agreement dated _____ (the Agreement) with the Obligor;

1. One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favour of Intech indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution of its services to Intech over the contract period as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.

2. In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of Intech as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

In consideration of Intech having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Agreement, the Obligor do hereby agree and undertake that:-

1. The Obligor shall, at all times hereinafter, save and keep harmless and indemnified Intech, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against Intech by whomsoever and all losses, damages, costs, charges and expenses that Intech may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period. However, the liability of the Obligor shall not exceed the contract price / bid price as stated in the aforesaid Agreement.

2. The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorisations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.

3. The Obligor further agrees to provide complete documentation of all sub-systems, operating systems, systems software, utility software and other software, they are having. The Obligor shall also provide licensed software for all software services, whether developed by it or acquired from others for performing the obligations under the Contract. The Obligor shall also indemnify and keep indemnified Intech against any levies / penalties / claims / demands litigations, suits, actions, judgements, and or otherwise ion account of any default and or breach and or otherwise in this regard.

4. If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.

3. The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, re-organisation, dissolution, liquidation or change in ownership of Intech or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.

4. The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to Intech).

5. This indemnity shall survive the aforesaid Agreement.
6. Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.
7. This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to any this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgement against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgement, a certified copy of which shall be conclusive evidence of the judgement, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
8. Intech may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of Intech.

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of _____)

(_____)

by the hand of _____,)

_____, the authorised official _____)

of the Obligor _____)

Form – VIII: Contract

(To be submitted by Successful Bidder)

THIS AGREEMENT (the Agreement) made at..... theday of 2017.

BETWEEN

IDBI INTECH LIMITED, a company registered under the Companies Act, 1956 and having its registered office at IDBI Building, Plot No 39-41, Sector-11, CBD-Belapur, Navi Mumbai – 400 614 (hereinafter called “Intech / **the Purchaser**” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the **ONE PART**

AND

..... (*Name of successful Bidder / Contractor*) of (*Please specify the registered office of the (Contractor) (hereinafter called “the Contractor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and permitted assigns) of the OTHER PART;*

The Purchaser and Contractor are hereinafter collectively referred to as "Parties".

WHEREAS the Purchaser invited bids for certain Services viz..... (*Brief Description of Services*) and has accepted a bid by the Contractor for rendering of the Services for the sum of (*Contract Price in Words and Figures*) (Hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the terms and conditions of RFP / Contract / Agreement referred to.

The RFP Document / Bid No. _____ dated _____ together with all Annexure, Schedules and Forms amended from time to time and this Agreement, and the other related documents shall be deemed to form and be read and construed as part of this Agreement, which, inter alia, includes

1. Invitation for Bids
2. Instructions to Bidders (ITB)
3. the Bid form and the price schedule submitted by the Bidder/Contractor;
4. Service level requirements
5. the technical & functional specifications ;
6. the terms and conditions of RFP / Contract ;

7. the purchaser’s notification of award ;

8. Schedule of dates, amounts etc.

(all the above are collectively referred to as "the said documents")

In consideration of the payments to be made by the Purchaser to the Contractor as hereinabove mentioned, the Contractor hereby agrees and covenants with the Purchaser to provide / render the Service(s), to furnish necessary undertakings, guarantees, etc. as mentioned in the RFP document / the said documents and to remedy defects, if any therein, including upgrading / updating the software, hardware, etc. and additional roll outs at other locations, strictly in conformity in all respects with the provisions of the said documents.

The Purchaser hereby agrees and covenants to pay the Contractor in consideration of the rendering of the Services and the remedying of defects, if any therein, including upgrading / updating the software, hardware, etc. and additional roll outs at other locations, the Contract price or such other sum as may become payable under the provisions of the said documents at the times and in the manner prescribed by the said documents.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on the day, month and year first above written.

Signed and Delivered by the within named Intech / Purchaser

Signature :

Name :

Date :-

IN THE PRESENCE OF.

<p>1. Signature:-</p> <p>Name :-</p> <p>Address :-</p> <p style="text-align: center;">.....</p>	<p>2. Signature:-</p> <p>Name :-</p> <p>Address :-</p> <p style="text-align: center;">.....</p>
--	--

Signed and Delivered by, the within named Contractor

M/s.

.....

Date :-

<p>1. Signature :-</p> <p>Name :-</p> <p>Address :-</p> <p>.....</p>	<p>2. Signature :-</p> <p>Name :-</p> <p>Address :-</p> <p>.....</p>
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Annexure 1- Fulfillment of Eligibility Criteria

Intech/001/RFP/2017-18

(To be submitted on the Company's Letter Head)

Sr.	Description	Document Required
1	Bidder should be a company registered in India. and should be in existence for at least 5 years.	Certification of Incorporation and Certification of Registration
2	Bidder should have executed at least two similar catering contracts for reputed organizations like Financial Institutions, Public sector banks / undertakings, MNCs and large private sector companies wherein employee strength is 400+ of a minimum period of 1 year.	Documentary evidence to be enclosed
3	List of establishments where catering services are currently managed with dates of contract and number of lunches served every day.	Self Declaration with Name of Organisation, where catering services are providing. Experience Letter from relevant Organisation. Purchase Orders/ Agreement copies.
4	List of proposed Manpower to be deployed at Intech's Belapur premises	Self Declaration with Name of Employee and their role.
5	The Service Provider should be located within Mumbai / Navi Mumbai.	Self Declaration with Addresses and Contact details of the Base kitchen.
6	The Service Provider should have a minimum annual turnover of 1.50 Cr in the last three financial years i.e., 2013-14, 2014-15 and 2015-16, as per the audited financial results.	Balance Sheet & Profit and Loss Account Statement for last three Financial years.
7	The Service Provider should have positive net worth in any two of the last three financial years i.e. 2013-14; 2014-15 and 2015-16.	Balance Sheet & Profit and Loss Account Statement of the relevant years to be submitted
8	The Service Provider should have license / permit / approval etc. from the concerned statutory authority or any other authority concerned for carrying out this type of work. They must also have necessary license to engage labour under the Labour laws.	Copy of relevant Documents.
9	The Service Provider should not have been black-listed by any Govt. organizations/PSU/PSB during the last three years. (The bidder shall give a declaration to this effect that they have not been black listed by any of their clients as on date of submission of the tender).	Copy of relevant Documents
10	Declaration on letterhead of the bidder(s) that it has never been involved in any illegal activity or financial frauds;	Self-Declaration

11	Declaration on letterhead of the bidder(s) that its contract in the past was not terminated by any of its clients during the contract period due to unsatisfactory performance, nor it refused to continue the catering service after the contract was awarded in the past;	Self-Declaration
12	Bid Document Fee of Rs. 1,000/- and Demand draft of Rs.3,00,000/-(Rupees Three Lakhs only) drawn in favour of IDBI Intech Limited, payable in Mumbai, towards Earnest Money Deposit (EMD).	Bid Document Fee and EMD have to be submitted along with Bid Documents.

Note: Bidder must comply with all the above-mentioned criteria as specified above. Non-compliance of any of the criteria can entail rejection of the offer. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Intech decides, originals / certified copies should be shown for verification purpose. Intech reserves the right to verify / evaluate the claims made by the bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio.

Annexure II - Letter of Refund.

Intech/001/RFP/2017-18

Date :

The Manager – Admin & Payroll,
IDBI Intech Ltd.,
IDBI Building, Plot No. 39-41,
Sector-11, CBD Belapur,
Navi Mumbai – 400 614.

We _____(Company Name) had participated in the RFP for **Catering Services at Belapur Premises** and are an unsuccessful bidder.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows

Sr. No.	Bidder Name	DD Number	Drawn on (Bank Name)	Amount
				Rs

Bank details to which the money needs to be credited via NEFT are as follows

1	Name of the Bank with Branch	
2	Account Type	
3	Account Title	
4	Account Number	
5	IFSC Code	

Sign

Name of the signatory

Designation

Company Seal.

Annexure III - Company Profile

1. Bidder Company Details

Title	Details
Company Name	
Address: Registered / Corporate Office Location	
Contact Person / Telephone / E-mail / Fax	
Nature of Organization (Pvt. Ltd. Co / Public Ltd. Co)	
Date of Incorporation of Company	
PAN Details	
Name of the CEO / MD	
Office details (contact person name, centre address and contact details)	

2. Reference Client List

Please provide details of the clients and their addresses, which are currently using the Catering Services:

Client Name	Year of Purchase (PO date)	Currently in use (Yes/No)	Address of Client Site	Number of Lunch/Dinner Providing to Client on Daily Basis

Annexure IV - Format for Pre-Bid Queries

Intech/001/RFP/2017-18

Bidder Name :				
Contact Person :				
Contact no / email id:				
S. No.	RFP Page no	RFP Clause no	Existing clause Details	Clarification Sought
1				
2				
3				
4				
5				
6				
7				

Note:

Bidders are requested to submit their queries strictly in the format given above. The queries should be submitted in Excel file format (.xls / .xlsx) as an attachment to the email.