



**TENDER DOCUMENT FOR
CATERING SERVICES AT IDBI BANK
LTD., ANNEX BUILDING,
CBD BELAPUR, NAVI MUMBAI**



IDBI BANK LIMITED

Regd .Office : IDBI Tower, WTC Complex, Cuffe Parade, Mumbai - 400 005

CIN No: L65190MH2004GOI148838

Tender Ref : IDBI/ CPU/ TN/ 49

Date: April 09, 2025

**Empanelment of vendor for Catering services at IDBI Annexe building ,
CBD Belapur, Navi Mumbai**

IDBI Bank Ltd. invites sealed Tenders from well-established and reputed contractors for providing Catering Services at its IDBI Bank, Annex Building, Plot No.39/ 40/ 41, Sector 11, CBD Belapur, Navi Mumbai 400614.

Last date for submission of Bids is April 30, 2025, till 03:00 p.m.

For details, please visit the Bank's website www.idbibank.in

Note: Any further Addenda / Corrigenda / Extension of dates / Clarifications / Responses to bidders' queries in respect of the above tender shall only be posted on the website www.idbibank.in >> [Quick links >> Notices & Tenders](#) and no separate notification shall be issued in newspapers. Bidders are, therefore, requested to regularly visit our website to keep them updated in this connection.

Document Control Sheet

Name of the Company	IDBI BANK LIMITED (hereinafter referred to as "IDBI Bank" or "the Bank")
Issue of Bid Documents	From April 09, 2025 (excluding Bank holidays, if any) between 1000 hrs to 1700 hrs on all working days and till 1500 hrs on April 30, 2025).
Last date for submission of queries in writing or through e-mails	April 17, 2025
Pre-bid Meeting for clarification of queries on RFP	April 21, 2025 at 3.30 pm at Annex Building, CBD Belapur
Earnest Money Deposit (EMD) Amount	Rs.1,50,000.00 (One Lakh Fifty Thousand Only) by way of Demand Draft/ Pay Order favoring IDBI Bank Ltd., payable at Mumbai
Last Date and Time for Receipt of Bids along with EMD	Till 1500 hrs on April 30, 2025
Date and Time of Opening of Bids	<u>Technical Bid</u> : 1700 hrs on April 30, 2025 <u>Commercial Bid</u> : NA since rates are fixed
Place of Opening of Bids	IDBI Bank Ltd., Annex Building, Plot No. 39/40/41, Sector 11, CBD Belapur, Navi Mumbai 400 614
Address for Communication	General Manager, Central Processing Unit (CPU), IDBI Bank Ltd, Annex Building, Plot No. 39/ 40/ 41, Sector 11, CBD Belapur, Navi Mumbai 400 614
Website address of IDBI Bank Limited	www.idbibank.in

Note:

1. This tender document is the property of Bank & is not transferable.
2. This bid document has **48** pages.
3. No queries will be entertained after the date and time mentioned in the above schedule.
4. 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 and at the same venue unless communicated otherwise.

5. If any bidder qualifies under MSME category, having NSIC registration and Udyam Registration Certificate (URC), then on submission of requisite certificates, payment of EMD is exempted.
6. The Bid prepared by the bidder, along with all correspondence and documents relating to the Bid exchanged between the bidder and IDBI Bank, including all supporting documents must be in English only.

DISCLAIMER

This Request for Proposal (RFP) document has been prepared solely for the purpose of inviting bids from Vendors for empanelment in the Bank for providing Catering Services as mentioned in the Scope of Work.

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

This RFP document is not an agreement and is neither an offer nor invitation to offer. This RFP is to invite proposals from applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as **“Bidder”/ “Vendor”** or **“Bidders”/ “Vendor”** respectively for the purpose mentioned above. 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 independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. IDBI Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP,. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in 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. IDBI Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP, document or to correct any inaccuracies therein, which may become apparent. IDBI Bank 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. However, any such change will be intimated to all Bidders on its occurrence. 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 IDBI Bank at its website.

Information provided in this RFP, is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IDBI Bank does not own any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Further, IDBI Bank also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

IDBI Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. All information about IDBI Bank and the proposed assignment furnished to the Bidder by IDBI Bank in the context of the proposed assignment referred in

this RFP, document is to be considered as “Confidential Information” and is to be kept strictly confidential.

IDBI Bank 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 IDBI Bank shall be final, conclusive and binding on all the parties. It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to Bidders’ queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit IDBI Bank’s website for any changes / development in relation to this RFP Prospective bidders shall regularly visit IDBI Bank’s website, **www.idbibank.in** for any changes / development in relation to this RFP.

Bids not satisfying the procedure prescribed in the Bid document will be treated as invalid and rejected summarily.

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I. Notice inviting Tender

IDBI Bank Limited
Tender Notice Ref No: IDBI/CPU/TN/49

**Expression of Interest (EOI) for providing Catering Services at IDBI Bank,
Annex Building CBD-Belapur, Navi Mumbai – 2025**

IDBI Bank invites Request for Proposal (RFP) from established and reputed caterers having experience of running canteen / lounge facilities for Banks/ Financial Institutions/ Government Organizations/ Public Sector Units/ Large Corporates for award of catering service contract for its Office at Annex Building, CBD Belapur, Navi Mumbai. The tender documents can be downloaded from the website of IDBI Bank Ltd at www.idbibank.in.

Interested parties are requested to submit their EOI in sealed envelope super scribed “**Application for catering services at IDBI Bank, Annex Building, CBD Belapur, Navi- Mumbai 400614**”. Applicants need to duly sign and stamp all the pages of this document and submit sealed cover. Bid application Incomplete/not duly signed and stamped by the applicant or authorized signatory would be rejected at the sole discretion of IDBI Bank Limited. The super scribed envelope should be addressed to **DGM (CPU - Admin), 3rd Floor, IDBI Annex Building, CBD Belapur, Navi- Mumbai 400614**. Application complete in all respect should be dropped in the tender box kept at the aforesaid address on or before **3:00 PM on April 30, 2025**.

Kindly note that IDBI Bank reserves the right to reject any /all offers without furnishing any reason whatsoever and the same shall be binding on the applicant. IDBI Bank reserves the right to float the process for EOI afresh without assigning any reason to the applicants. The Applicants further undertake that IDBI Bank shall not be held responsible/liable for any loss/damage whatsoever arising to the applicant as a result of rejection of EOI or initiation of fresh process for EOI.

For further details/clarifications please contact:

Kum. Sunita Rawat, 022-66700559 Email : rawat.sunita@idbi.co.in	Shri Anup Khobragade, 022-66700640 Email: anup.khobragade@idbi.co.in
Address - IDBI Bank Ltd. CPU Department 3 rd floor, Annex Building, Plot No.39/40/41, Sector 11, CBD Belapur, Navi Mumbai – 400 0614.	Address - IDBI Bank Ltd. CPU Department 3 rd floor, Annex Building, Plot No.39/40/41, Sector 11, CBD Belapur, Navi Mumbai – 400 0614.

II. Procedure & General Guidelines for submitting Bids

The Tender shall be submitted in sealed envelope scribing with the words "**Tender for providing catering services at IDBI Bank Ltd. Annexe building ,CBD Belapur ,Navi mumbai**", containing following information / documents, duly addressed to the Deputy General Manager (CPU), 3rd Floor, IDBI Bank Ltd., Navi Mumbai-400 614 and be dropped in the Tender Box placed on Ground Floor of IDBI Annex Building, CBD Belapur, Navi Mumbai up to 03:00 pm on or before April 30, 2025

Tenders received after the cut-off time will not be considered even if the EMD amount has been remitted by the bidder in advance. Under no circumstances tender should be sent by Courier / by Post or to be handed over to any official of IDBI Bank. IDBI Bank will not be responsible for any tender received through courier / by post or hand delivery.

Documents/Information to be submitted:

- a) Company profile giving details & related information as per documents checklist.
- b) Self-attested copy of deed of partnership, if the bidder is a partnership concern;
- c) Self-attested copies of GSTN and updated certificate issued in the name of the company under Shops and Establishments Act.
- d) Copy of PAN card.
- e) List of establishments where the bidder is providing catering services with information regarding name of the Organization, Full Address, Telephone No., Contact Person, Copy of Purchase Order (along with order dates and value) or consolidated statement of invoices for last two years attested by the purchaser.
- f) The Earnest Money Deposit amounting to **Rs 1,50,000.00 (Rupees One Lakh Fifty Thousand only)** must be deposited by each bidder. The EMD may be paid by Demand Draft (DD) drawn in favor of **IDBI Bank Limited, Navi Mumbai** and to be submitted along with technical bid. It may be noted that the EMD shall not carry any interest and that EMDs of the unsuccessful bidders would be refunded within 90 working days after selection of the bidder for carrying out the proposed assignment. The EMD of the successful bidder would be converted into Security Deposit and shall not carry any interest and would be refunded after satisfactory completion of the job or such extended period as may be decided by IDBI Bank Ltd. at its own discretion. **Tenders not accompanied with EMD's receipt and those received after due date as specified above will not be considered:**
- g) **The relaxation of norms for startups and Micro and Small Enterprises (MSE) in the Public Procurement, would be extended to the eligible tenderer as per The Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 and other relevant orders/notifications issued by the Ministry of Micro, Small and Medium Enterprises, Govt. of India. The tenderer registered as Micro and Small Enterprise, will have to submit a valid certified copy of NSIC Registration Certificate/ Udyog Aadhar Renewal Certificate.**

- h) Application for Tender duly signed by the authorized person(s) of the bidder as per *Annexure I*
- i) The bidders should fulfill all the criteria of pre qualifications as per *Annexure II*
- j) **TECHNICAL BID EVALUATION**- Committee constituted by IDBI Bank for the purpose of selection of the successful Bidder, would evaluate technical bids through necessary Site Visits/ Kitchen Visits. Technical Bid evaluation methodology/score sheet that IDBI Bank would adopt is as given in *Annexure III*
- k) The bidders must enclose the copy of terms and conditions as given at *Annexure IV*, duly signed by the authorized person(s).

N.B:

1. It may be noted that tenders not accompanied by the required documents as per RFP or without satisfactory explanation thereof, will be liable for rejection forthwith.
2. Documents mentioned above are to be submitted in serial order.

Annexure I

Application of Tender

(To be provided on the letter head of the bidder)

Catering Services-at IDBI Bank Annex building, CBD Belapur

Place:

Date:

The Deputy General Manager,
IDBI Bank Ltd,
Annex Building
CBD Belapur
Navi-Mumbai- 400614,

Dear Sir,

**Expression of Interest - Catering Services (Lunch) for IDBI Bank Limited-
Annex Building, CBD Belapur Navi-**

1. I/We undertake to offer my/our services in conformity with Bank's requirement and the terms and conditions set in the Tender document.
2. I/We agree to abide by the terms & conditions of the Tender and that the bids would remain valid for 90 days from the last date of submission of the Tender.
3. I/We note and accept that IDBI Bank shall not be bound to accept any or all tenders received by IDBI Bank.
4. I/We declare and confirm that no civil/ criminal or any other actions/ suits or proceedings have been filed/pending against our company/ partnership firm/ proprietary concern in any of the courts in India and no such cases have been filed/pending against any of the owner/partner/directors of the company/partnership firm/ proprietary concern.
5. I/We declare that we have not been put in the negative list / black-listed by any Bank / Govt. organization / FIs / Corporates etc. including IDBI Bank, for breach of applicable laws or violation of regulatory prescriptions or breach of Agreement/tender.
6. I/We declare that our contract in the past was not terminated during the contract period due to unsatisfactory performance, nor we refused to continue the services for the IDBI bank or any public sector Bank / Govt. organization after the contract was awarded by the bank in the past.
7. I/We declare that we have been never been involved in any illegal activity or financial frauds.



**Tender for providing Catering Services at IDBI Bank
Ltd. Annexe Building ,CBD Belapur,Navi Mumbai**

8. I/ We agree that we have opened/ would open a bank account with IDBI Bank Ltd. for covering all transactions relating to all our operation with IDBI Bank Ltd. throughout the period of contract.

Signature of the authorized person _____

Name of the signatory (in block capital letters) _____

Seal of the vendor _____

Date: _____

Annexure II

Pre-qualification criteria

- i) The bidder should be a sole proprietary concern, partnership firm, and company etc. registered with the registrar of firms/registrar of companies wherever applicable and should be in the catering business during last seven years ending March 31, 2025. (Documentary evidence to be submitted).
- ii) The bidders should have successfully executed similar catering service contract to clients like Banks/ Financial Institutions/ Govt. Organisations/ PSUs/ Large Corporates during last seven years; details as follows:
 - a. One similar contract of supply of 400 or above lunches on an average, every day.
or
 - b. Two similar contract of supply of 250 or above lunches on an average, every day.
or
 - c. Three similar contract of supply of 200 or above lunches on an average, every day.
- iii) The bidder should submit Experience Certificate (minimum one Certificate) mandatorily from current/ ongoing Vendor apart from aforesaid certificate as required for point (ii) above.
- iv) The Bidder's should have a full-fledged kitchen (where the food is being prepared) within the vicinity of 25 kms from IDBI Annex Building, CBD Belapur, Navi Mumbai. (Documentary evidence to be submitted).
- v) It should have sufficient manpower to cater to the Bank's requirement.
- vi) The bidder, whose contract in the past was terminated during the contract period due to unsatisfactory performance, will not be eligible for applying now /considered for catering arrangement.
- vii) A bidder, who was awarded the contract earlier but refused sign the contract or refused to continue the contract after lock-in-period of the Agreement at earlier occasions, will also be not eligible for this catering contract.

N.B: - *It may be noted that documentary evidence from respective Banks/ FIs/ PSUs/ Govt. Organisations/ Large Corporates in respect of first three items would be essential. Relevant applicable format (for point ii and iii as above) given at Appendix I. EOIs not accompanied by documentary evidence would not be considered and will be rejected forthwith.*

Appendix I

Experience Certificate

(To be provided on letterhead of the Bank/company/firm)

To whomsoever it may concern

This is to certify that (Name of Bank/company/firm), HO/Branch/circle office, Mumbai has awarded Catering Services contract to M/s _____ from _____ to _____. The had served lunch to _____ (no of employee) per day at _____ HO/Branch/circle office, Mumbai. The annual total billing is approximately Rs _____/per annum. Their performance has been found to be satisfactory.

(Authorized Signatory of Bank/Company
/Firm /HO/
Branch /Circle Office)

Annexure- III

Technical score sheet for Committee

Sr. No.	Parameters	Vendor Name
	Observations :- Very Good (3) / Good (2) / Satisfactory (1) / Poor (0)	
1	Location of Kitchen / Accessibility to Kitchen	
2	Maintenance/ Cleanliness of surroundings of the kitchen	
3	Maintenance/ Cleanliness of the kitchen	
4	Cleanliness/ Hygiene of the Staff/ Workers	
5	Standard of Cooking Equipment & Systems.	
6	Source of Water Supply & Waste Disposal System	
7	Cleanliness of Utensils/Vessels	
8	Food (Vegetables/ Groceries) storage system	
9	Doctor's Certificate for workers employed	
10	Quality of Stored Food and Vegetable Items	
11	Food Serving (once by each bidder for Committee formed by the Bank) in Banks Premises (approx. 10 Committee Members)	
	Total Marks Allotted	

Annexure IV

Terms and Conditions of the EOI

1. The tenure of the contract shall be for 1 year and shall be further extendable based on satisfactory performance for further period at the discretion of the Bank, however not beyond two (2) more years with mutual consent on existing terms and conditions of the contract specified in this RFP by suitable exchange of letters taking total period of contract to three years.
2. EOI received after the prescribed time and date will not be considered and rejected forthwith without assigning any reason whatsoever to the applicant. Decision of the Bank in this regard shall be final, conclusive and binding on the bidders. In the event of the last date for the receipt of bids is declared a public holiday for IDBI Bank, the bids will be received up to the specified time on the succeeding working day.
3. IDBI Bank reserves the right to amend/ modify the EOI document or issue any corrigendum to the bid process. The bidder shall not claim as a right for the Bank to do the aforesaid.
4. The bidder shall bear all costs associated with the preparation and submission of its bid and IDBI Bank 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 of the bidding process.
5. Conditional tenders / incomplete EOIs will not be accepted and will be summarily rejected.
6. The rate indicated (along with Menu Items proposed) given in Appendix A is exclusive of all applicable taxes (Service Tax, GST etc).
7. The Written Offer of Contract (as per Appendix B) issued to the successful applicant shall be accepted by the applicant in writing within 7 days from the date of issue of the offer letter or such extended period as may be agreed by the Bank. Failure to accept the offer within this period shall render the applicant ineligible to be considered for the said assignment.
8. The successful applicant shall commence the services within 15 days from the date of acceptance of the Offer. The failure, delay or evasion on the part of the successful applicant to commence the services within the period mentioned above will also result in termination of the services/contract and forfeiture of the Security Deposit.
9. No escalation in rates will be permitted during the year of contract period. Also, no subsidy will be given over the quoted rates.
10. In case the rates (per plate cost) are increased by the Bank during the period of contract, the menu items would be revised/ changed by the Vendor as per Bank's requirements based on increase in rates.
11. No advance will be paid to the applicant by IDBI Bank.

12. Applicable taxes will be deducted at source at the time of settlement of bills unless the applicant produces duly certified certificate to the contrary from the Income Tax authorities. TDS certificate will be issued by IDBI Bank.
13. IDBI Bank 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 thereof to the applicant. However, the applicant shall not be entitled to terminate the contract for the period of minimum 1 year from the date of awarding of the contract and thereafter may terminate the contract by giving 30 days prior notice in writing to IDBI Bank. In case of failure to provide the catering services for the minimum period of 1 year, IDBI Bank shall have the right to forfeit the Security Deposit amount of Rs. 1,50,000/- paid /deposited by the successful bidder. Further, in the event of termination of this Contract for any reason whatsoever, IDBI Bank shall have the right to publicize such termination to caution the customers/public from dealing with the Successful Bidder(s).
14. IDBI Bank reserves the right to reject any or all offers without assigning any reason whatsoever to the applicant. IDBI Bank may decide not to avail of any services from any applicant as a consequence of this EOI. IDBI Bank also reserves the right to re-issue/ recommence the entire EOI process without the applicants having the right to object to the same and initiation any action/proceedings against IDBI Bank. Any decision of IDBI Bank in this regard shall be final, conclusive and binding on the applicants.
15. Applicants shall satisfy pre-qualification criteria (as at Annexure II above) to qualify in the Technical Bid.

16. Pre-Contract Integrity Pact

IDBI Bank has implemented Integrity Pact (IP) and has appointed Independent External Monitors (IEMs) for the IP in consultation with Central Vigilance Commission to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudice dealings prior to, during and subsequent to the currency of the Contract to be entered into for the purpose of this RFP. The Bidder is required to submit duly executed pre-contract Integrity Pact in line with Appendix C as a pre-requisite condition while submitting the bid.

The Pre-Contract Integrity Pact has to be submitted on **Rs. 500/- Stamp Paper** at the time of bid. However, successful bidder should execute all documents appropriately stamped.

17. The applicant must distinctly note accept and confirm that they shall strictly conform to the scope of work (separately mentioned as per Sr. No III of Index of RFP Document) and terms & conditions of the EOI.



**Tender for providing Catering Services at IDBI Bank
Ltd. Annexe Building ,CBD Belapur,Navi Mumbai**

I/We have read the terms and conditions and are acceptable to me/us.

- Signature of the authorized person :(.....)
- Name of the signatory (in block capital letters):.....
- Address of the bidder :.....
- Bidders Seal& Date :.....

Appendix A

Rate & Timing structure of lunch services (Including Menu Items to be served)

Office Lunch Timing: 12.30 PM to 2:30 PM

Periodicity: All Working days of IDBI Bank

Quantity: Approximately 500 lunches daily

The rates exclusive of all applicable taxes (Service -Tax, GST etc.) as under

1	Lunch (as per menu suggested)	Officers –Rs 50/- per plate Class III/ IV Employees – Rs 34 /- per plate
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Food Menu

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Chapati	Chapati	Chapati	Chapati	Chapati	South / North Indian Menu Items/ Veg Briyani/ Chole Puri/ Pav Bhaji & Dal Rice
Rice/ Veg- Pulao	Rice/ Veg- Pulao	Rice/ Veg- Pulao	Rice/ Veg Pulao	Rice / Veg Pulao	Butter Milk
Dal (Yellow)	Dal (Yellow)	Dal (Yellow)	Dal (Yellow)	Dal (Yellow)	
One Bhaji with Gravy and One Bhaji without Gravy	One Bhaji with Gravy and One Bhaji without Gravy	One Bhaji with Gravy and One Bhaji without Gravy	One Bhaji with Gravy and One Bhaji without Gravy	One Non-Veg Item & One Special Veg Bhaji	
Butter Milk, Soup, Papad & Pickle	Butter Milk, Soup, Papad & Pickle	Butter Milk, Soup, Papad & Pickle	Butter Milk, Soup, Papad & Pickle	Butter Milk, Soup, Papad & Pickle	

Sweets to be served twice a week. Non-veg Item once a week till rates maintained at Rs. 50/- for officers and Rs. 34/- for class III/ IV staff.

Fast items (Sabudana Khichdi & Curd/ Fruits) to be kept on select days as per requirements of officers/ staff.

In case of increase in rates at any point of time, non-veg to be served twice a week along with certain additions in menu as decided by the Bank, based on increase of rates.

Notes:-

- *For preparation of Lunch:- Grocery items should be of good quality and rice shall be of Surti Kollam/Fine quality Boiled Rice and refined oil used shall be of good brand like Sundrop, Saffola, Godrej, Gold winner, Fortune brand. The kitchen area and crockery/cutlery, & utensils used in preparing and serving of food shall always be in clean and hygienic condition, utmost hygiene levels should be maintained.*
- *Lunch for 500 PAX (approximate) at Bank at Annex Building, CBD Belapur, needs to be provided daily on every working day of the Bank. However, the quantity mentioned herein is indicative and may vary and payment would be on actual servings on daily basis.*
- *The lunch to be ready for serving at 12.30 PM every working day of the Bank at the pantry hall of IDBI Bank's at Centralised Operations, Annex Building, CBD Belapur.*

I/We have read the terms and conditions and are acceptable to me/us.

Signature of the authorized person _____

Name of the signatory (in block capital letters) _____

Seal of the vendor _____

Date: _____

Appendix B

CONTRACT FORM

(To be submitted by the Successful Bidder on stamp paper of Rs 500)

THIS AGREEMENT made at..... theday of 2025 between IDBI BANK LIMITED, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a company under section 2 (20) of Companies Act 2013 (18 of 2013) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) CIN No.: L6519MH2004GOI148838 and having its registered office at IDBI Tower, WTC, Cuffe Parade, Mumbai – 400 005 (hereinafter called “**IDBI Bank**“/ “**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*) of (Please specify the registered office of the *Successful Bidder*) (Hereinafter called “**the Vendor**” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the **OTHER PART**;

IDBI Bank and Vendor are hereinafter collectively referred to as "Parties" and individually as Party-
WHEREAS the Purchaser vide RFP No. _____ dated _____ (the RFP) invited bids for certain Services, viz. (*Brief Description of Services*) and has accepted a bid by the Vendor for rendering of the Services as particularly detailed in RFP for the sum of Rs. (*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:

- 1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP/Conditions of Contract referred to.
- 2) The signed original copy of the RFP no. _____, dated _____ submitted by the Vendor with the purchaser and duly accepted PO dated.....shall form an integral part of this contract form.
 - a. The parties hereto by way of abundant precaution do hereby agree, admit & declare that all the vendors’ representations, warranties & undertakings recorded in the RFP shall be deemed to be incorporated and adopted herein by reference to constitute and form an integral part of this contract form.
 - b. Each of the representations, warranties and undertakings of the Vendor contained in the RFP shall be deemed to have been made as of the date hereof. In consideration of the payments to be made by IDBI Bank to the Vendor as hereinafter mentioned, the Vendor hereby agrees and covenants with IDBI Bank to provide/render the Services and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.
- 3) In consideration of the payments to be made by the Bank to the Vendor as hereinafter mentioned, the Vendor is hereby agree and covenants with the Bank to provide/render the services and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.

- 4) The Bank hereby agrees and covenants to pay the Vendor in consideration of the rendering of the Services, furnish necessary undertakings, guarantees and also to remedy defects, if any therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5) The contract period will be for one year initially (including successful completion of trial period of 3 months) and effective from _____. However, the initial contract period of one year may at the sole discretion of Bank be further extended and renewed for 2 consecutive years ,each year separately (total maximum period will be 3 years on 1+2 basis). At the time of extension and renewal, the Bank may stipulate such other conditions as Bank may deem fit.
- 6) The empanelment is subject to the acceptance of all terms and conditions stipulated in RFP (Request for Proposal).

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

Signature :

Name :

Date :

IN THE PRESENCE OF

1. Signature Name : Address:	2. Signature Name : Address:
---	---

Signed and Delivered by

the within named

M/s.

.....

Date :

IN THE PRESENCE OF

1. Signature : Name : Address:	2. Signature : Name : Address:
--	--

Appendix C

PRE CONTRACT INTEGRITY PACT

(To be submitted by all bidders on stamp paper of Rs. 500/-)

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2025, between, IDBI Bank Ltd., a company within the meaning of Section 2(20) of the Companies Act, 2013 (18 of 2013) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949), with Corporate Identity No.L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400005 through its CPU-RAO Department Office at Annex Building, 5th floor, Plot No.39/40/41, Sector 11, CBD Belapur, Navi Mumbai – 400 614., (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s. _____ represented by Smt./ Shri _____, Authorised Signatory / POA Holder / MD/CEO/ CMD (hereinafter called the "BIDDER / Seller which expression shall mean and include, unless the context otherwise requires, its/ his successors and permitted assigns) of the Second Part.

WHEREAS the PRINCIPAL proposes to appoint the vendor for catering services (lunch) for staff posted at IDBI Bank Ltd. at Annex Building, Belapur and BIDDER is willing to offer/ has offered the same to the Principal.

WHEREAS the BIDDER is a proprietorship firm/ private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is an Office / Department of IDBI Bank Ltd. performing its functions on behalf of IDBI Bank Ltd..

NOW, THEREFORE,

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

- Enabling the PRINCIPAL to obtain the desired service/ product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary
- impact of corruption on public procurement; and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the PRINCIPAL

1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party (which is not available legally) related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular

BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials of the PRINCIPAL will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

3. Commitments of the BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage commission, fees brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement (not available legally) to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do so having done any act in relation to the obtaining or execution of the contract or any other contract with IDBI Bank Ltd for showing or for bearing to show favor or disfavor to any person in relation to the contract or any other contract with IDBI Bank Ltd.
- 3.3 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this bid/ contract.
- 3.4 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original Vendor or service provider in respect of product / service covered in the bid document and the BIDDER has not engaged with any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.5 The BIDDER, at the earliest available opportunity, i.e. either while presenting the bid or during pre-contract negotiations and in any case before opening the financial bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the services agreed upon for such payments.
- 3.6 The BIDDER will not enter into any undisclosed agreement or collude with other parties

interested in the contract/ other BIDDERS to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract or with respect to prices, specifications, certifications, subsidiary contracts etc.

- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice; unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for purpose of competition or personal gain or pass on to others, any information provided by the PRINCIPAL as a part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- 3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL.
- 3.13 The BIDDER/ Contractor shall not directly or through any other person or firm use coercive practices against IDBI Bank and/ or other BIDDERS / Contractor(s).
- 3.14 BIDDERS are not to pass any information provided by the PRINCIPAL as a part of business relationship to others and not commit any offence under PC / IPC Act.
- 3.15 Foreign BIDDERS if any, to disclose name and address of agents and representatives in India and Indian Bidders to disclose their foreign principal or associates.
- 3.16 BIDDERS to disclose any transgressions with any other company that may impinge on anti-corruption principle.

4. Previous Transgressions

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money / Security Deposit:

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money Deposit, with the PRINCIPAL through any of the modes mentioned in the RFP/ bid document and if no such mode is specified, by a Bank Draft or a Pay Order in favor of IDBI Bank Ltd. payable at Mumbai. However, payment of any such amount by way of Bank

Guarantee, if so permitted as per bid document / RFP should be from any nationalized Bank (other than IDBI Bank Ltd.) and promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof for making such payment to the PRINCIPAL.

- 5.2 Five percent (5%) of the contract value (Rs.3,75,000/-) will have to be submitted by the successful bidder to Bank as Security Deposit by way of non-interest bearing Fixed Deposit (under Lien)/ Bank Guarantee, at the time of executing an agreement. EMD of Rs.1,50,000/- submitted along with the tender would be adjusted towards Security Deposit at the discretion of the Bank. Security Deposit will be refunded after the defect liability period of 6 months from the contract termination/expiry date.
- 5.3 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money / Security Deposit shall be valid up to a period of three years six months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period, whichever is later.
- 5.4 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.5 No interest shall be payable by the PRINCIPAL to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:
 - 6.1.1 To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the PRINCIPAL desires to drop the entire process.
 - 6.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.
 - 6.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - 6.1.4 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL along with interest.
 - 6.1.5 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/ rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - 6.1.6 To debar the BIDDER from participating in future bidding processes of the PRINCIPAL or any of its subsidiaries for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.

- 6.1.7 To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middle man or agent or broker with a view to securing the contract.
- 6.1.8 Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.1.9 Intimate to the CVC, IBA, RBI, as the PRINCIPAL deemed fit the details of such events for appropriate action by such authorities.
- 6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at Para 6.1.1 to 6.1.9 of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offense as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

- 7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product at a price lower than that offered in the present bid in respect of any PSU or any other Bank and if it is found at any stage that similar product was supplied by the BIDDER to any other PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

8. Independent External Monitors

- 8.1 The PRINCIPAL has appointed Independent External Monitors (hereinafter referred to as Monitors or IEMs) for this Pact in consultation with the Central Vigilance Commission, the Names and Addresses of the Monitors is given as under:

Sr No	Name of IEM	Contact Number	E-mail Address
1	Shri Rajiva Ranjan Verma, IPS, Ex-Director General, Railway Protection Force	9868260524	rajivaranjanin@yahoo.co.in
2	Shri P V V Satyanarayana, IRSS, Ex-Principal Chief Manager, South Central Railway	8130073011	skpadala@gmail.com

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform

the Authority designated by the PRINCIPAL.

- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Sub-contractor(s) with confidentiality.
- 8.7 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the RFP process. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated authority of PRINCIPAL/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of the PRINCIPAL and the BIDDER/Contractors, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful bidder by the PRINCIPAL.
- 12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at Mumbai on _____2025.

IN WITNESS WHEREOF, the Parties have signed and executed this Integrity Pact at the place and date first hereinabove mentioned in the presence of following witness:

Signature
(For & on behalf of the PRINCIPAL)

Signature
(For & on behalf of the BIDDER/ Contractor)

Office Seal

Office Seal

Name :
Designation :

Name :
Designation:

Witness 1:
(Name & Address) _____

Witness 2:
(Name & Address) _____

III. Scope of Work and Specific Conditions for Catering Contract

- 1) The applicant shall serve daily approximately 500 lunches for the on-roll staff or any numbers as confirmed by the Bank shall be serviced at the canteen premises of the Bank at 4th Floor, Annex Building, CBD Belapur Navi Mumbai– 400614. The Applicant shall be bound by the instructions of IDBI Bank as may be given from time to time in this regard.
- 2) The lunch will be served to the on-rolls staff of IDBI Bank daily on all working days of the Bank and also for the guest, if any, of the Bank (as and when confirmed by the Bank). The applicant will be liable for penalty at the discretion of the IDBI Bank for its inability to serve lunch on any working day of IDBI Bank unless the reason for such inability is reasonable and acceptable at the sole discretion of the Bank. The amount of penalty would be decided by IDBI Bank on each occasion and shall be final, conclusive and binding on the applicant. Penalties proposed to be charged for specific instances observed on day to day basis is given at **Annexure V**
- 3) The quality of articles of food & beverage and provisions shall be of good standard and in hygienic condition and the same shall be purchased from approved vendors. Masalas, spices, oil and any other food articles involved in the process shall be of good quality/ brand and should have Food Product Order Registration. IDBI Bank's authorized representatives will have authority to inspect such articles of food etc. and provisions as well as the kitchen facilities without any prior notice and will have full powers to order discontinuance of use of such articles of food etc. and provision, which are found to be of unsatisfactory standard and on grounds of hygiene etc. Decision of IDBI Bank in this regard shall be final and binding on the applicant.
- 4) The food being served shall be periodically sent to Govt. approved Laboratories for quick check. The Service Provider shall take suitable corrective steps based on observations indicated in test reports.
- 5) IDBI Bank will provide the applicant food serving equipment, fans, refrigerator, water cooler, crockery, cutlery, vessels/utensils, water, electricity, furniture. IDBI Bank has arrangements in place for food warmers. However the applicant need to have alternate arrangements of fuel based heating, if required, on any day. No charges will be levied by IDBI Bank for these items. The applicant shall keep the usage of water and electricity to a reasonable level and shall take all measures to ensure that the same is not wasted.
- 6) The applicant shall be responsible for taking good care of all equipment, utensils, etc provided by IDBI Bank and he shall bring to the notice of IDBI Bank, the repairs and maintenance work of the same 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 of the applicant, except normal

wear and tear, the said items etc shall be repaired by the applicant at his cost.

- 7) The applicant shall maintain inventory of the items given to him by IDBI Bank and give inventory statement in the format as may be given by IDBI Bank by 5th of every month indicating any breakage/loss of the items provided. The applicant should avoid breakage of any items etc provided by IDBI Bank. If breakage takes place due to regular usage, the applicant will pay 25% of the cost in respect of such breakage. Cost of any items missing and breakage due to negligence / mishandling will be recovered from the applicant fully.
- 8) The applicant shall be responsible for maintaining the entire dining area/lounge or any other area provided by IDBI Bank for the said services i.e. the (kitchen, stores, dining hall(s) service area, etc.) spotlessly clean at all times. The crockery, cutlery, furniture and utensils used in the preparation and serving of food shall always be in clean and hygienic condition. The kitchen shall remain open at all times for inspection to the duly authorized representatives of IDBI Bank.
- 9) It will be the responsibility of the applicant to store the material purchased by him/it in a neat, tidy and hygienic manner in the space provided by IDBI Bank. The security of such material will be the sole responsibility of the applicant.
- 10) The authorized representative(s) of IDBI Bank 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.
- 11) Non Vegetarian Food, when supplied, needs to be served separately.
- 12) The applicant shall do the disposal of leftover foods and other garbage on daily basis at regular intervals to the satisfaction of IDBI Bank. The cleaning of utensils would include of those who may bring their own food and use the utensils only for consumption purpose.
- 13) The applicant shall employ adequate staff to ensure consistent quality of service is maintained at all times. Such staff shall include Chef, Assistant Chefs, Kitchen Helpers, Waiters, Dining Hall Helpers, etc. He/it shall arrange for periodical medical tests of the personnel, at his cost, at an approved laboratory, as may be specified by IDBI Bank. The staff so deployed shall be wearing clean uniforms, use gloves while serving and cover their head with kitchen caps.
- 14) Applicable taxes will be deducted at source at the time of settlement of bills unless the applicant produces the certificate to the contrary from the Income Tax authorities. TDS certificate will be issued.
- 15) Bills should be submitted along with copies of relevant documents such as certification from dealing group for actual number of lunches consumed, Compliance Certificate as per **Annexure VI**, No dues certificate as per **Annexure VII** and documentary proof of monthly statutory

remittances viz. PF ECR Challans, Employees State Insurance Challans & contribution history and other statutory payments for the previous month.

- 16) Payments to the applicant will be made on the basis of number of lunches (actual coupons) and the bills will be settled on a monthly basis within 15 days, from date of submission of bills. Payment shall be settled accordingly at the rate as stated in earlier paragraphs.
- 17) It will be the sole responsibility of the applicant to clean the utensils and keep the entire floor neat and clean and in hygienic condition every day. The applicant shall obtain all the requisite licenses including but not limited to Prevention of Food Adulteration Act, 1954 and Contract Labour (Regulation & Abolition) Act, 1970 and rules framed there under and under other applicable laws issued by the concerned Labor Department for running the establishment. IDBI Bank shall not be responsible in any way for any breach by the applicant of the rules and regulations governing the running of such establishments. The copies of the above permissions to be part of the documents to be submitted as indicated in the documents checklist.
- 18) The applicant shall maintain the Registers/ Challan copies as under:
- I. Under Contract Labour (Regulation and Abolition) Act, 1970
 - a) Attendance Register
 - b) Wage Register
 - c) Over-Time Register
 - d) Advance Register
 - e) Register of Deduction for Damage & Loss
 - f) Register of Fine
 - g) Accident Register
 - II. Under PF/ESIC/MLWF Act
 - h) Photo copies of PF/ESIC Monthly Challans (from the beginning of the contract)
 - i) MLWF Challans (from the beginning of the contract)
 - j) Agreement copy with the Bank
 - III. Under Minimum Wages Act, 1948
 - k) Minimum wages to all employees of the agency/ contractor as prescribed by applicable laws.
- 19) The applicant shall indemnify and keep indemnified, defend and hold good IDBI Bank., 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 applicant or their services personnel on account of misconduct, omission and negligence by the applicant or his service personnel (as per **Annexure VIII**)

- 20) The applicant 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.
- 21) The applicant shall take all precautionary measures to ensure the safety of the workmen employed by it and IDBI Bank shall not be responsible in any manner whatsoever in case of any eventuality.
- 22) In case of any labor problems related to the workmen staff of the applicant deployed in the premises, the same shall be settled at the applicant's end only and IDBI Bank shall not be responsible in any manner. The applicant shall indemnify IDBI Bank suitably at all times in this regard. It shall be the duty of the applicant to clearly inform his/its own personnel / staff that they shall have no claim whatsoever against IDBI Bank and they shall not raise any industrial dispute/proceedings/claims, either directly and / or indirectly, with or against IDBI Bank in respect of any of their service, conditions or otherwise.
- 23) The applicant shall register with Registrar of the concerned Central/ State Body and shall abide by State Labor/Government of India (Ministry of Labor) 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, etc., and shall indemnify IDBI Bank against any and all damages arising out of the default on the part of applicant 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.
- 24) The applicant shall appoint adequate staff and a manager as overall in charge of catering services. The applicant shall ensure that the workmen staff in catering are suitably trained, well-mannered and wear appropriate uniforms while serving in the canteen. The applicant shall provide the uniform along with hand gloves for serving, at their cost.
- 25) The applicant shall organize medical examination of all the staff before initial deployment which will be repeated on yearly basis. Any person found to be medically unfit or unsuitable shall have to be removed by the applicant from the services and suitable replacement shall have to be arranged forthwith.
- 26) The applicant shall arrange to issue Identity Cards to all his staff, which should be displayed at all, times in the premises of IDBI Bank and the same has to be produced for inspection as and when required by IDBI Bank.
- 27) The applicant shall ensure:
 - a. That all instructions, guidelines and specifications issued to the applicant by IDBI Bank are clearly and effectively communicated by the applicant to its employees and personnel;

- b. That all instructions, guidelines and specifications are strictly adhered to by the employees and personnel of the applicant so that reputation of IDBI Bank is not damaged.
- c. That no action taken by the applicant and / or its employees and /or personnel shall violate laws and regulations.
- 28) The applicant shall ensure that there is regular rotation of the employees /personnel engaged by him for the purposes of this contract so that no employee shall be engaged under this contract on any work related to IDBI Bank for a period of more than six months.
- 29) The applicant shall not employ the services of any sub-contractor directly or indirectly for the purposes of catering services pursuant to this contract.
- 30) Any dispute between the applicant and IDBI Bank, which cannot be settled by negotiation, may be resolved through courts.
- 31) 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.
- 32) The earlier empanelled vendor who did not completed minimum three (3) years of contract and voluntary opted out/withdrawn the contract after lock-in period of agreement, would not be eligible to apply for this contract.
- 33) Please note that :
- (i) The successful bidder/applicant will be required to enter into an Agreement/Contract as per the format given by the Bank. The failure, delay or evasion on the part of the successful bidder to execute the Agreement/Contract within the stipulated period mentioned above will result in forfeiture of the EMD.
- (ii) Payment of Stamp Duty would be as per applicable laws in the State of Maharashtra and would be paid in Maharashtra only. No other state stamp duty will be accepted.
- (iii) The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. The Bank shall not be responsible or liable for reimbursing / compensating these costs and expenses.
- (iv) The incidental expenses of execution of the Contract form as well as the conditions stipulated in the Contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the Contract without prejudice to the other right of IDBI Bank including but not limited to the right to levy / impose and recover penalties as specified in this RFP document or Contract.
32. The successful applicant must have/has to open a bank account with IDBI Bank Ltd. for covering all transactions relating to all operations with IDBI Bank Ltd. throughout the period of contract.

33. GST Compliance:

- a) The applicant hereby undertakes to comply with all the applicable GST Rules and regulations, more specifically but not limited to the GST Compliance as below. The applicant also hereby agrees that any loss on account of GST including loss of input tax credit (ITC) and interest and/or penalty thereon if any, arising on the IDBI Bank/the Bank due to non-compliance of the GST laws and rules/regulations thereto by the Vendor, the same shall be borne by the Applicant itself. Under such circumstances the IDBI bank/the Bank shall have the right to recover the said amount of such loss from the next bill payment or any future payment due to vendor. The applicant hereby authorizes bank to recover such amount of loss from its account maintained with IDBI bank/the Bank and/or from any payment due from IDBI Bank/the Bank.
- b) The applicant hereby undertakes timely and proper filing of GSTR1 and GSTR3B returns as per GST rules and regulations covering the invoices raised on IDBI Bank/the Bank so that IDBI Bank/the Bank may avail input tax credits (ITC) based on matching of corresponding applicant invoice with GSTR 2B.
- c) The Applicant also agrees that where Applicant GSTIN is suspended/ cancelled by the GST authority due to which ITC loss has been suffered by the IDBI Bank/the Bank, the applicant shall be liable to reimburse such loss incurred.
- d) The Applicant hereby agrees that all payments due to the Applicant by IDBI Bank/ the Bank shall be linked to proper discharge of tax liability by the Applicant within statutory time periods. In case of any disputes due to non-matching of GST credit, the same shall be resolved by the Applicant within 90 (ninety) days of the invoice date, failing which IDBI Bank/the Bank shall have the right to recover the GST paid from the vendor.
- e) The applicant hereby also agrees that if the Applicant falls under the applicability of E-invoice provisions, the invoice shared to IDBI Bank/the Bank should mandatorily be an E-invoice. If Applicant is below the limits of E-invoice applicability, the Applicant should provide a declaration for the same and also bears the responsibility to inform IDBI Bank/the Bank as and when E-invoice provisions become applicable to them. Any loss of ITC to IDBI Bank/the Bank on account of non-compliance of E-invoice provisions should be borne by the Vendor.
- f) The Applicant to provide invoice/ Debit Note/ Credit Note in accordance with time of supply provisions to enable IDBI Bank/the Bank avail ITC in a timely manner on or before stipulated

time period. All necessary adjustment entries (credit notes, debit notes) shall be made before October 31, of the succeeding financial year.

- g) Wherever applicable IDBI Bank/the Bank has the right to deduct ‘tax deducted at source’ at the rate prescribed under the Applicable Law and remit the same to the relevant tax authorities.
 - h) Where the supply of goods/services are liable to GST under reverse charge mechanism, then the Applicant should clearly mention the category under which it has been registered and also shall mention that “the liability of payment of GST is on the Recipient of Service”.
 - i) Any GST liability arising on the Applicant on account of contravention of the provisions of the GST regulations would be borne by the Applicant itself and IDBI Bank/the Bank shall not be liable to compensate the same.
34. If it is established that the Bidder has committed gross negligence in rendering the services agreed under this Contract or the Bidder has colluded with any customer / third party in committing fraud against the Bank, causing pecuniary loss/damage to the Bank, the Bank may recommend the name of the Bidder for including in the caution list of IBA for circulation amongst the member banks as per the advice received from RBI.
- 35.
- i. The Applicant confirms that it has the necessary contingency plans in place to avoid a disruption and mitigate risk in the event of an unforeseen incident and thereby ensuring the business continuity in circumstances of service disruption or failure and for restoring the Services through business continuity and necessary disaster recovery procedures covering the following scenarios
 - a) Natural calamity
 - b) Man-made calamity
 - c) Technology failure
 - d) Environment calamity
 - e) People failure
 - (ii) Upon reasonable request, applicant will provide Bank with a written overview of its business continuity and disaster recovery program through formally published program documentation.
 - (iii) If Bank raises good faith issues regarding applicant’s business continuity and disaster recovery program and/or plans, Service Provider will use reasonable efforts to address them in a timely manner.



**Tender for providing Catering Services at IDBI Bank
Ltd. Annexe Building ,CBD Belapur, Navi Mumbai**

I/We have read the terms and conditions and are acceptable to me/us.

Signature of the authorized person _____

Name of the signatory (in block capital letters) _____

Seal of the vendor _____

Date: _____

Annexure V

Penalties proposed to be charged for specific instances observed on Regular Basis

The caterer will be fined in case of violation of the following rules:

1. Any complaint of insects cooked along with food found in any food item or soft objects like rope, soft plastic, cloth etc found in food would invite a fine of Rs.1,000/- on the caterer per instance.
2. Any complaint of stones / pebbles of diameter more than 2 mm will attract a penalty on the caterer which can range between Rs.200/- to Rs.2,000/- depending on the size of the stone /pebble per complaint.
3. Any complaint of hard and/or sharp objects like glass pieces, nails, hard plastic etc. will attract a penalty of Rs.1,000/- per incident on the caterer.
4. 5 or more complaints of unclean utensils in a day would lead to a fine of Rs.1,000/- on the caterer.
5. If food for any meal gets over within timings of food and waiting time is more than 15 minutes for lunch, then a fine of Rs.500/- would be imposed on the caterer. The timing for that meal will be extended equivalent to delay time.
6. Changes in menu of any meal without permission of the Bank would result in a fine of Rs.1000/- on the caterer. Fine on any discrepancy (personal hygiene of workers including their dress, misbehavior by workers etc.) will lead to fine of Rs.1,000/- on caterer for every instance.
7. Failure to maintain a proper health checkup of the workers will attract a fine of Rs.1,000/- per instance.
8. First instance of violation of the rules state above implies fine as per rate stipulated above. Any further instance of violation shall be fined at the discretion of IDBI Bank.
9. Penalties for other than specific instances would be at the discretion of the Bank as decided from time to time.

Signature of the authorized person _____

Name of the signatory (in block capital letters) _____

Seal of the vendor _____

Date: _____

Annexure VI

(On letter head of successful bidder)

Ref. No.

Date:

To,
Branch Head/Centre Head
IDBI Bank Ltd,
.....

Dear Sir/Madam,

Compliance certificate for the month ended ,20....

Please refer to the Service Level Agreement executed on(The agreement)with IDBI Bank in respect of the services stated in the agreement.

We ,.....a company/partnership firm/ proprietorship firm/incorporated and registered under the company act 1956/respective act and having its registered office at.....hereby confirm to you ,as on date hereof that we have:

- a) Complied with the applicable labor and industrial laws;
- b) Made all the statutory payments which are required to be paid as per applicable laws to /for the personnel deployed at your office including payment of minimum wages ,overtime ,(if applicable) ,remittance towards Employee provident fund & ESIC and there are no outstanding payment liabilities or obligations by us to any employees /personnel deployed at your premises.
- c) Not breached ay terms and conditions of the agreements or provisions of the applicable laws.

Further to above, we shall make the payments towards bonus and gratuity to our employees deployed at your premises as and when it becomes due/on expiry of agreement/on termination of agreement whichever is earlier.

Enclosed herewith proof of all statutory payments made for the month of20...for your reference

For

Authorized Signatory

Encl: As above

Annexure VII

(On letter head of Successful bidder)

Ref.NO.

Date :

To,
Branch Head/Centre Head
IDBI Bank Ltd.,
.....

Dear Sir,

No Due Certificate - Client Service Agreement dated

Please refer to the Service Level Agreement executed on(the Agreement) with IDBI Bank in respect of the Services stated in Agreement/Extension granted up tovide letter dated/termination letter datedand other correspondence in respect thereof.

We,..... a company/partnership firm/ proprietorship firm/incorporated and registered under the company act 1956/respective act and having its registered office at.....hereby confirm to you ,as on date hereof that we have:

- a) Complied with the applicable labor and industrial laws;
- b) Made all the statutory payments which are required to be paid as per applicable laws to /for the personnel deployed at your office including payment of minimum wages ,overtime ,(if applicable),remittance towards Employee provident fund & ESIC and there are no outstanding payment liabilities or obligations by us to any employees /personnel deployed at your premises.
- c) Made the payment of bonus and gratuity for the aforesaid agreement period to our employees deployed at your premises.
- d) Not breached any terms and conditions of the agreements or provisions of the applicable laws.

That as on date, there are no outstanding liabilities or obligations by us to any of our employees/personnel deployed at your premises under all applicable laws including labour laws .

We further confirm to you that, as on date hereof:

- a) We have not violated or not in receipt of any notices, letters, alleging breach of Agreement or contract;

- b) We shall maintain confidentiality of data/ information available with us as per the terms of agreement and shall return the same to you forthwith or shall destroy the same in accordance with the instructions given by your officials and shall furnish evidence of such destruction to your satisfaction;
- c) There are no suits, litigations or arbitration proceedings / conciliation proceedings or prosecutions filed or pending or initiated against us involving any claim, demand, liability whatsoever arising out of the Agreement by of any personnel by any statutory governmental authority.
- d) We shall preserve and maintain the information and documents which are required and agreed to be maintained by us in accordance with the Agreement and shall make the same available to you for the purposes of audit or as may be required by RBI;
- e) We shall cooperate with you in case of any litigation or prosecution initiated against you and shall not admit any claim or liability without prior consultation and shall defend such litigations prosecutions to protect the interest of the Bank.

For.....

(Name of signatory)
Managing Director/ Proprietor/ Partner

Encl: as above

Annexure VIII

DEED OF INDEMNITY-CUM-UNDERTAKING

(To be submitted by successful bidder on stamp paper of Rs 500/-)

THIS DEED OF INDEMNITY CUM UNDERTAKING executed at Navi Mumbai this__day of 2025 by....., a company registered under the Companies Act, 1956 and having its Registered Office at..... (Hereinafter referred to as "**the Indemnifier/Obligor** ", which expression shall, unless it is repugnant to the subject or context thereof, includes their respective heirs, executors and administrators).

IN FAVOUR OF

IDBI Bank Ltd., a company incorporate and registered under the Companies Act, 1956 (1 of 1956) and a company within the meaning of section 2 (20) of Companies Act, 2013 (1 of 2013) and a “Banking company” within the meaning of section 5(c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN No. L65190MH2004GOI148838 and having its Registered and Corporate Office at IDBI Tower, World Trade Complex, Cuffe Parade, Mumbai – 400 005 and Central Processing Unit (CPU) Department at Annex Building, Plot No.39/40/41, Sector 11, CBD Belapur, Navi Mumbai – 400 0614. (Hereinafter referred to as “**IDBI Bank**” / “**the Bank**” which expression shall, unless it is repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns).

WHEREAS

The Obligor and IDBI Bank entered into the Contract for (brief description of Services) pursuant to RFP / Tender Notice ref -----dated,....., 2025 in terms of the Agreement, the Obligor has to indemnify IDBI Bank for the non-performance of the terms of Contract by IDBI Bank to **Obligor**.

NOW THIS DEED WITNESSED AS UNDER:

- 1) The Obligor indemnify to, protect and save harmless IDBI Bank, its officers, directors and employees to the fullest extent, permitted by law, from and against any and all actions, suits, claims, proceedings, costs damages and expenses or any loss in case of any misappropriation, negligence or omission from the staff or agents of Obligor who are handling these Services. Obligor shall bear all loss, in case of misappropriation, misuse or damage to the documents or any other security instruments which are in Possession of Obligor or its personnel or within the control of Obligor or its personnel until such time they are handed over to the IDBI Bank under proper acknowledgement.
- 2) Obligor hereby agrees and undertakes with IDBI Bank that the Obligor shall at all times hereafter save and keep harmless and indemnify IDBI Bank from and against any loss, injury, claim or demand of any nature and kind what so ever and whom so ever made arising out of the non-performance with terms of contract.
- 3) The Obligor further agrees and undertakes that the Obligor shall, ensure that all the permissions,

authorizations, consents and licenses are obtained and renewed from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, rules, regulations, guidelines, orders framed or issued by any appropriate authorities for providing the Services.

- 4) The Obligor hereby indemnifies and keeps indemnified IDBI Bank including its respective directors, officers, employees, agents and representatives against any levies / penalties / claims / demands litigations, suits, actions, judgments, and or otherwise on account of any default and or breach and or otherwise in this regard.
- 5) If any additional approval, consent or permission is required by the Obligor to execute and perform the Contract during the currency of the Contract, it shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
- 6) 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 Contract or other agreement, or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of IDBI Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defense of an indemnifier.
- 7) 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 IDBI Bank).
- 8) This indemnity shall survive the Contract.
- 9) Subject to the Arbitration clause mentioned in the RFP, this indemnity and other non-contractual obligations arising out of this indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably and unconditionally agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgment 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 judgment, a certified copy of which shall be conclusive evidence of the judgment, 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.

IN WITNESS WHEREOF the Indemnifier has hereunto set his hands to these presents on the day, month and year first hereinabove written.

SIGNED AND DELIVERED by

Name -

Designation –

Witness -

1.

2.

IV. Documents checklist for final submission by Vendors:

Documents to be submitted in chronological order only

Sl No	Particulars	Remarks	Relevant Document provided (Yes/No)
1	Name of company /firm /entity of the bidder, including details of promoters/ partners/ proprietor with official address of the Vendor and phone no (please attach proof)		
2	Year of establishment		
3	Documents to be provided with the Expression of Interest Company/partnership firm/proprietary concern / individual profile giving: a) Name/s of proprietor/partners/director of the applicant with their residential addresses and telephone numbers b) self-attested copy of deed of partnership, if the applicant is a partnership firm c) self-attested copies of certificate issued in the name of the company/partnership firm/proprietary concern under shops and Establishment Act d) Self-attested copies of Memorandum of Association, Articles of Association and certificate of incorporation in case applicant is company.		() () () ()
4	Certified true copy of Board Resolution authorizing the signatory to sign all documents in respect of RFP.		
5	Self-attested copy of valid certificate issued under Shops and Establishment Act/ Factory License.		
6	GST Certificate no.		
7	Pan Card no.		
8	Profession Tax no.		
9	Labour PF & ESIC Certificate No.		
10	Health License and Fire License No.		
11	Self-attested copy/ies of income-tax clearance certificate/s for last 3 years. (FY 2021-22, 2022-23,2023-24)		

12	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) indicating the Annual Turnover for last three years (FY 2021-22, 2022-23 & 2023-24).		
13	Manpower position (present)		
14	Application for EOI / Tender duly signed by the authorized person(s) of the applicant along with any other supporting documents -(Annexure I)		
15	List of establishments where canteen is currently being run with dates of contract and number of lunches served per day. (To be provided as attachment, if required)		
16	List of establishments where canteens were run in the past 7 years, with period of contract and number of lunches served per day is also to be furnished (To be provided as attachment, if required)		
17	Experience certificate (Minimum one certificate) has to be mandatorily submitted from current/ ongoing vendor) (Appendix I)		
18	Valid certified copy of NSIC registration certificate/renewal certification.		
19	Any other requisite document as may be required by the Bank through RPF/ Corrigendum, etc.		

Please note to submit a copy of the document if it is mentioned as ‘Yes’ in above column. Tenders not accompanied by any one of the above documents or satisfactory explanation therefore are liable for rejection forthwith.

- All concerned may note that technical bid will be opened at 5.00 pm on last day of receipt of the tender i.e on April 30, 2025.
- All the pages of the tender documents along with the Annexures/ Corrigendum, if any, are to be duly and stamped by the authorized signatory of the participating bidders.
- Tenders, including corrigenda, not accompanied by relevant documentary evidences/ incomplete/ insufficient/ unsigned will not be considered and be rejected forthwith.
- Bank may seek/ask for any other documents as deem fit in the connection with the tender.



**Tender for providing Catering Services at IDBI Bank
Ltd. Annexe Building ,CBD Belapur,Navi Mumbai**

I/We have the read the terms and conditions and are acceptable to me/us.

Signature of the authorized person: _____

Name of the signatory (in block capital letters): _____

Status of the signatory i.e .proprietor /partner: _____

Address of the bidder: _____

Telephone no/s: _____

Date &Seal of the vendor: _____
