



**GOVERNMENT OF INDIA  
MINISTRY OF FINANCE  
DEPARTMENT OF REVENUE**

**PROPOSAL DOCUMENT DATED 25.05.2018**

**REQUEST FOR PROPOSAL**

**FOR**

**PROVIDING CANTEEN SERVICES**

**AT**

**INCOME TAX DEPARTMENT OFFICE,**

**AIR INDIA BUILDING,**

**MUMBAI**

**Last Date for Submission of Proposal: 14:00 Hours on 20.06.2018**

**Date of Opening of Technical Proposal: 15:30 Hours on 20.06.2018**

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**GOVERNMENT OF INDIA**  
**OFFICE OF THE**  
**PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX**  
**3<sup>RD</sup> FLOOR, AAYAKAR BHAVAN, MAHARSHI KARVE ROAD,**  
**MUMBAI-400 020.**

**NOTICE INVITING TENDER**

The Income - tax Department Mumbai, invites sealed proposals from reputed and experienced canteen/ catering operators for Out-Sourcing of canteen facilities for canteen situated at 8<sup>th</sup> Floor, Air India Building, Marine Drive, Nariman Point, Mumbai - 400 021 as per the schedules and details specified in the TERMS & CONDITIONS and SCOPE OF WORK.

2. Interested parties may download the Proposal Document from the Income Tax Department websites [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in) or [www.incometaxmumbai.gov.in](http://www.incometaxmumbai.gov.in) or obtain from the Room No.37, Aayakar Bhavan, M. K. Road, Mumbai-400 020 on all working days up to 19.06.2018 from 11:00 hours to 17:00 hours. Last date for submission of proposal is 20.06.2018 till 14:00 hours. The date of opening of proposal is 20.06.2018 on 15:30 hours.

Dated: 29.05.2018

  
**(ABHISHEK KUMAR)**  
Income-tax Officer (HQ)(Admin)-III,  
Mumbai

### **PROPOSAL DATA SHEET**

Tender No.	Pr.CCIT/MUM/Admn./Canteen-AIB/2018-19 dated 29.05.2018
Nature of Work	Out-Sourcing of canteen facilities for the canteen situated at 8 <sup>th</sup> Floor of Air India Building, Mumbai on unit (item/service) rate-based contract.
Date of Publishing of RFP	29.05.2018
RFP Document download start date / RFP Document availability date	29.05.2018
RFP Document availability last date	19.06.2018
Proposal Submission Start Date	30.05.2018
Proposal Submission End Date	20.06.2018 till 14:00 hours
Date of opening of proposal	20.06.2018 on 15:30 hours
Proposal documents can be obtained from:	Room No. 37, Aayakar Bhavan, M. K. Road, Mumbai-400020 or can be downloaded from <a href="http://www.incometaxindia.gov.in">www.incometaxindia.gov.in</a> or <a href="http://www.incometaxmumbai.gov.in">www.incometaxmumbai.gov.in</a> .
Proposal Submission Mode & Place	Proposal to be submitted by Post/Courier/hand-dropped in Tender Box kept at Office of Pr. Chief Commissioner of Income-tax, Room No. 37, Aayakar Bhavan, M. K. Road, Mumbai-400 020.
Place of Opening of Proposal	R. No. 379, 3 <sup>rd</sup> Floor, Aayakar Bhavan, M. K. Road, Mumbai-400 020
Period of Contract	From the date of commencement of contract to 31 <sup>st</sup> March 2019 (extendable for further period of 1 year at a time subject to maximum of 2 years extension at the discretion of the Department)
Mobilization Period	Income Tax Department will give 7-days time from the date of signing of contract for mobilization of resources to start the Canteen Services
Earnest Money Deposit (EMD)	Rs. 1,00,000/- (Rupees One Lakh only)
<p>Note: Interested Applicants are requested to visit Income Tax Department Office situated in Air India Building, Marine Drive, Nariman Point, Mumbai – 400021, with prior appointment/permission from the authorized officer, to understand the work requirement before submitting the proposal. Applicants are requested to visit Income Tax Department Website <a href="http://www.incometaxindia.gov.in">www.incometaxindia.gov.in</a> or <a href="http://www.incometaxmumbai.gov.in">www.incometaxmumbai.gov.in</a> for any clarification/corrigendum/addendum to this RFP till due date.</p> <p>Any correspondence with respect to any clarification, should be addressed to the Authorized Officer; contact details of authorized officer are as under:</p> <ul style="list-style-type: none"> <li>➤ Shri Abhishek Kumar ITO (HQ) Admin-III, Mumbai, Room No.21, Aayakar Bhavan, M. K. Road, Mumbai-400 020. Contact No.: 9969232869 Email id: abhishek.kumar2@incometax.gov.in</li> </ul>	

## **CHAPTER-II**

### **DEFINITIONS**

Unless otherwise specified, the following definitions shall apply to the terms used in this RFP:

1. **“Request for Proposal (RFP)”** means Request for Proposal prepared by the Income Tax Department Mumbai to select service provider for out-sourcing of canteen facilities for the canteen situated at 8<sup>th</sup> Floor of Air India Building, Mumbai and any other documents provided or issued during the course of the selection of applicant.
2. **“RFP Process”** means entire selection process comprising of issue of Notice Inviting Tender to Signing of contract in response to RFP.
3. **“Income Tax Department Mumbai”** may be referred to as “the department” also in this RFP and is represented by the Principal Chief Commissioner of Income Tax, Mumbai.
4. **“Contract / Agreement / Contract Agreement / Master Services Agreement”** means the Agreement to be signed between the successful applicant and the department, including all attachments, appendices, documents incorporated by reference thereto together with any subsequent modifications, to this RFP, the acceptance and all related correspondence, clarifications and presentations.
5. **“Applicant”** means the party who will be offering the equipment(s), goods, service(s) and /or materials as required in the RFP. The word applicant when used in the pre-award period shall be synonymous with parties submitting proposals against this RFP, and when used after the award of the Contract shall mean the successful party with whom the department signs the agreement as per the ‘Terms & Conditions’ and ‘Scope of Work’ as stipulated in this RFP.
6. **“Proposal”** means the application made by applicant along with all the necessary documents.
7. **“SP or Service Provider”** means the applicant who has been selected to execute the given scope of work under this RFP.
8. **“Food Service Area”** means serving of food in designated canteen room at 8<sup>th</sup> Floor, and other office premises of Income – tax Department, Mumbai situated at 4<sup>th</sup> Floor, 5<sup>th</sup> Floor, 8<sup>th</sup> Floor, 16<sup>th</sup> Floor, 17<sup>th</sup> Floor, 18<sup>th</sup> Floor, 19<sup>th</sup> Floor, & 20<sup>th</sup> Floor in Air India Building, Mumbai and any other Floor/Premises that may be communicated from time to time.
9. **“LOI”** means the letter of intent issued by the department to the applicant who has been selected as ‘Service Provider’ towards award of contract.
10. **“The Authorized Person”** means the officer/official of the Income-tax Department, Mumbai, appointed by the office of the Pr. Chief Commissioner of Income-tax, Mumbai.

#### **Disclaimer:**

1. In case of any conflict between the provisions stipulated in this RFP and the prevailing laws, the provisions contained in the extant law and the original instructions (such as General Financial Rules 2017) shall prevail.
2. In the event conflicting conditions are found in any of the documents forming part of this RFP/Contract, the Income Tax Department, Mumbai shall clarify the intended condition and same shall prevail.

Date:

Place:

*Read and accepted.*

*Signature and stamp of*

*Applicant or Authorized Signatory*

**CHAPTER – III**  
**INVITATION TO PROPOSALS**

1. The Income Tax Department Mumbai invites proposals to select service provider, fulfilling the prescribed minimum eligibility criteria, for running of the Canteen facilities and serving of food within the defined 'Food Service Area' in its office premises situated in Air India Building, Mumbai on 5 days on every week (Monday to Friday) for the contract period commencing on date of signing of contract and ending on 31.03.2019.
2. The above said canteen facilities are to be used for the staff members of the Income Tax Department and for the authorized visitors to the Income Tax Department. The Income Tax Department shall not guarantee any minimum order quantity.
3. The prescribed work of running of canteen facilities is unit (item/service) rate-based contract. The Applicant has to abide by the rate fixed by the department of different items/services to be provided in canteen/catering services as per Schedule-A to this RFP. The Applicant has also to abide by the quality/standards/specifications of raw materials/food-items/consumables etc. as per Schedule-B to this RFP.
4. Proposal Documents can be obtained from Room No. 37, Aayakar Bhavan, M. K. Road, Mumbai-400 020 or can be downloaded from [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in) or [www.incometaxmumbai.gov.in](http://www.incometaxmumbai.gov.in).
5. The sealed proposal completed in all respect shall be submitted by Post/Courier/hand-dropped in the tender box kept at the Office of Pr. Chief Commissioner of Income-tax, Room No.37, Aayakar Bhavan, M.K. Road, Mumbai-400 020 not later than 14:00 hours on 19<sup>th</sup> day of June 2018, along with covering letter as per Form-A.
6. Proposals (complete in all respect) received along with Earnest Money Deposit (EMD) will be opened as per stipulated time and date indicated in the RFP in presence of applicant/authorized representative of applicant, who have quoted and choose to be present for proposal opening process. Such bidders are requested to report not later than 15:00 hours on the specified date i.e. 19.06.2018. The representative of bidder should come with the Govt. ID Proof and valid authorization letter from the Bidder Agency. Proposals received without EMD will be rejected straightaway.
7. A duly constituted Tender Committee will evaluate eligibility criteria of applicants, and also will select successful applicant for awarding the contract as per selection/evaluation criteria prescribed in this behalf.
8. After determining the successful applicant, the department shall issue a Letter of Intent (LOI) in duplicate to the successful applicant who will return one copy to the department duly acknowledged, accepted and signed by the authorized signatory of the successful applicant, within seven (07) days of receipt of the same.
9. The successful applicant, after receiving the letter of intent (of LOI), shall enter into an agreement with the department, which will be governed by the terms and conditions & scope of work given in RFP, within fifteen (15) days of acceptance of LOI.
10. The successful applicant, after entering into the agreement with the department, shall start rendering the services within 7 working days of signing the contract.
11. The Income Tax Department reserves the right to accept or reject any proposal, and to annul the tender process at any time, without incurring any liability to the affected Applicant(s).

*Date:*

*Place:*

*Read and accepted.*

*Signature and stamp of*

*Applicant or Authorized Signatory*

## **CHAPTER-IV**

### **ELIGIBILITY CRITERIA**

Proposals not complying with the 'Eligibility criteria' and/or not accompanying the required documents in prescribed form and manner are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the following minimum eligibility criteria:

1. **Experience:** The Applicant should have sufficient experience of running the canteen & Catering services.
  - a) The Applicant should have minimum three years experience in providing canteen/catering services to any Government/PSU/MNCs/Large Private Corporate (Fortune India 500 Lists Companies)/Institutions.
  - b) For the purpose of counting the year of experience, contracts of contract size minimum 200 persons per day, duly completed on regular basis shall only be considered.
  - c) The applicant should have completed/executed at least two contract of prescribed size for a period not less than 1 year (without any break), during the last three years i.e. 01.04.2015 onwards
  - d) The Applicant should have minimum one currently running catering contract.
  
2. **Turnover Criteria:**
  - a) The Average Turnover of the Applicant for the last three Financial Years i.e. 2015-16, 2016-17 & 2017-18, should not be less than **Rs. Fifty (50) Lakhs exclusively** from the canteen & catering services.
  - b) The Applicant should be an Income-tax assessee and should have filed return of income for the last 3 assessment years, i.e. for the Assessment Years 2015-16, 2016-17 and 2017-18.
  - c) The Applicant should have his books of account (including Balance Sheet and Profit & Loss Account) audited/maintained for the last 3 financial years, i.e. Financial Years 2014-15, 2015-16 and 2016-17.
  
3. **Licenses/Registration:** The Applicant should have all necessary licenses/registration for running canteen/catering services issued by appropriate authority under Central/State Government/Local Bodies' rules & regulations, such as:
  - a) The Applicant should have valid Labour Licence/ Food License / Registration issued by the Competent Authority for executing the Canteen Contract.
  - b) The Applicant should have valid License under The Bombay Shops and Establishment Act, 1948 as amended from time to time.
  - c) The Applicant should be in possession of Certificate of Registration from Registrar of Companies or Registrar of Firms or Letter of Proprietorship.
  - d) The Applicant should have regular office Premises in Mumbai Metropolitan Region. For this purpose, the Applicants should be having latest Proof of address in the form of any of the documents such as copy of Telephone bill, Electricity Bill or Registered Lease Deed or Leave & License Agreement.
  - e) The Applicant should be registered with ESI Corporation.
  - f) The Applicant should have valid certificate under EPF Organization.
  - g) The Applicant should be registered with Labour Department under Contract Labour Act (Regulation & Abolition) 1970.
  - h) The Applicant should be registered under Goods and Services Tax.
  
4. **Earnest Money Deposit:**
  - a) The Applicant, is required to submit Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh only) in the form of demand draft Pay/Banker's Cheque drawn in favour of **Zonal Accounts Officer, CBDT**, payable at Mumbai, along with his proposals. EMD submitted by any other mode will be rejected.
  - b) The EMD is to remain valid for a period of 90 days beyond the proposal validity period (Proposal validity period is 120 days from the opening date of the proposal). In

case the Tender Process takes longer than 90 days beyond the proposal validity period, the successful Applicant will submit a fresh EMD of Rs. 1,00,000/- (Rupees One Lakh only) before the expiry of earlier instrument through which the EMD was furnished.

- c) Applicant exempted from the submission of EMD, etc. as per Govt. of India (GOI) directives must submit certified copy of GOI's authority for such exemption in lieu of EMD, along with his proposal documents. Non-submission of Exemption Certificate will lead to disqualification of the proposal.
- d) EMD of unsuccessful Applicant will be returned to him within 15 days of the completion of proposal evaluation process. However, no interest shall be paid on the EMD by the department.
- e) EMD of an Applicant will be forfeited, if the Applicant withdraws or amends its proposal or impairs or derogates from the proposal in any respect within the period of validity of its proposal i.e. 120 days from the opening date of the proposal.
- f) EMD of the successful applicant shall be liable to be forfeited if he does not fulfill any of the following conditions:
  - i) An agreement is not signed within 15 days of the receipt of the Letter of Intent.
  - ii) The Successful Applicant does not commence canteen services within seven days of the award of contract.

5. **Security Deposit (applicable only to successful Applicant):**

- a) The successful Applicant shall be required to furnish Bank Guarantee through a public-sector bank or a private sector bank authorized to conduct government business for a sum of Rs. 2,00,000/- (Rupees Two Lakhs only) on account of Performance Security within 15 days of receipt of Letter of Intent. The Performance Bank Guarantee will be valid up-to 60 days beyond the completion date of the contract.
- b) After submission of bank guarantee, the EMD shall be returned to the successful Applicant.
- c) The Performance Bank Guarantee will be encashed to the extent of any financial liabilities, which the Service Provider owes to Income-tax Department, Mumbai for violation of any terms and conditions of the contract. If the financial liabilities are more than the Performance Bank Guarantee, the Service Provider will be legally bound to pay the balance liability within 15 days with 10% interest, from the date of issuance of notice of demand by the department.
- d) Failure to adhere to the period of commencement of services shall lead to the forfeiture of the Performance Guarantee. However, on a request made by the Service Provider, the date of commencement of services may be extended at the discretion of the department.

6. The Applicant should not have violated any provisions under any law of Central/State Government applicable to him or convicted under any laws of State relating to running of canteen services.

7. If the Applicant does not meet any of the above requirements, his proposal will be rejected summarily. No request shall be entertained for reconsideration.

*Date:*

*Place:*

*Read and accepted.  
Signature and stamp of  
Applicant or Authorized Signatory*



**CHAPTER-V**  
**INSTRUCTIONS TO APPLICANTS**

The Applicants are requested to submit their proposal, as per prescribed instructions, as under:

1. **Required Documents:** The proposal submitted by the Applicant shall include the following documents:
  - a) Covering letter as per **Form-A**
  - b) Applicant's contact detail particulars as per **Annexure-A**.
  - c) Details of Previous Contracts as per **Annexure-B**, along with supporting copies of work orders issued by concerned organization.
  - d) Details/particulars of satisfaction grading given by concerned organization as per **Annexure-C**, along with self-certified copies of satisfactory Performance Certificate issued by the respective organization.
  - e) Details/particulars of Annual Turnover exclusively from canteen & catering service activities, as per **Annexure-D**.
  - f) Declaration as per **Annexure-E** to substantiate average turnover of Rs. Fifty (50) Lakhs exclusively from Canteen & Catering service activities during the Financial Years 2014-15, 2015-16 and 2016-17.
  - g) Income-tax Returns for the last 3 assessment years, i.e. Assessment years 2015-16, 2016-17 and 2017-18.
  - h) Balance Sheet and Profit & Loss account for the last 3 financial years, i.e. Financial Years 2014-15, 2015-16 and 2016-17.
  - i) True Certified Copies of License/registration certificates as specified in Eligibility Criteria Chapter (Chapter-IV) above.
  - j) Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh only) as specified to be furnished in the form of demand draft Pay/Banker's Cheque drawn in favour of **Zonal Accounts Officer, CBDT**, payable at Mumbai.
  - k) Proforma of Integrity Pact, duly signed by the Applicant as per **Annexure-F**.
  - l) Proforma of Indemnity Bond, duly signed by the Applicant as per **Annexure-G**.
  - m) Undertaking by the Applicant in **Annexure-H**, as per Rule 151 of GFR 2017, that the Applicant has not been debarred due to conviction of an offence under the Prevention of Corruption Act, 1988; or the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract during the last 3 years. The Applicant or successor of the Applicant, if debarred under the Prevention of Corruption Act, 1988, shall also declare that it would not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.
  - n) Declaration to compliance to RFP as per **Annexure-I**.
  - o) Letter of Authorization, in duplicate, for attending the opening of Proposal as per **Annexure-J**. One copy shall be submitted before opening of Proposal.
  - p) Check list, as per **Annexure-K**, along with the proposal, for all the documents, certificates etc. to be furnished for Proposal as per points 1(a) to 1(n) above.
2. **Other Procedural Requirements for Submissions of Proposal Documents:**
  - a) The Proposal document filed by the Applicant shall be in the printed/typed form only.
  - b) The Proposal documents must be properly bound/stitched/securely stapled.
  - c) The documents must be page numbered and a proper index of documents must be placed.
  - d) The Applicants should mark/highlight all the relevant dates of validity of the certificates and corresponding page numbers should be mentioned explicitly in the check list.
  - e) Each page of the Proposal and documents attached/enclosed with the Proposal must be signed and stamped. The Applicant shall sign its proposal with the exact name of the concern to which the contract is to be awarded.

- f) Each Applicant shall submit only one proposal either by itself or as a partner in joint venture or as a member of consortium. If an Applicant or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one proposal, the proposals are liable to be rejected.

3. **Sealing and Marking of Proposal:**

- a) The Proposal along with EMD instrument and requisite /specified documents shall be placed in one sealed envelope super-scribed **“Proposal for providing canteen services in the office Premises of Income – tax Department, Mumbai in Air India Building, Mumbai”**.
- b) The RFP – Chapter-II on Definitions, Chapter-III on Invitations to Proposal, Chapter-IV on Eligibility Criteria, Chapter-V on Instruction to Applicants, Chapter-VI on Terms & Conditions, Chapter-VII on Scope of Work along with Schedules A & B, and Chapter-VIII on Proposal Evaluation, constitute integral part of Proposal and shall be duly signed and stamped and returned with the proposal document to be submitted before the department.
- c) The Applicant’s name, telephone number, Email Id and complete mailing address shall be indicated on the outer cover of the envelope.
- d) If the envelope containing proposal documents is not sealed and marked as required, the department shall assume no responsibility for the proposal’s misplacement or premature opening.
- e) The Applicants should drop their proposals in the ‘Tender Box’ kept in Room No. 37, Office of Principal Chief Commissioner of Income-tax, Mumbai, Aayakar Bhavan, M.K. Road, Mumbai-400 020, by 14:00 hrs on 00 Day of 00 2018, by post/courier/hand drop. Proposal sent through fax/email shall not be accepted.

4. **Correctness & Completeness of Proposal Documents:**

- a) All entries in the proposal should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No corrections including overwriting, overtyping, erasing or striking out will be permitted in the Proposal. In such cases, the proposal shall be summarily rejected.
- b) The Applicants are expected to examine all instructions, forms, terms & conditions, scope of work and specifications in the proposal document. Failure to furnish specified documents/information/non-compliance to any of the specified terms & conditions or submission of a proposal not substantially confirming to the proposal document in every respect will result in rejection of the proposal at eligibility criteria evaluation stage.
- c) Prior to the submission of Proposal documents, the Applicant/authorized representative may visit the ‘Food service area’ at the Income-tax Department office at Air India Building, Mumbai to understand the work requirement, at his own cost and under prior intimation to the Income -tax Officer (HQ) Admn-III, Mumbai. This is necessary to enable the Applicant to gather all the information, so as to prepare the proposal accurately after taking into consideration all the relevant factors. Submission of the proposal documents/proposal will, therefore, be considered as meeting the requirements of Applicant having fully read and understood the RFP and the scope of work prescribed therein.
- d) Incomplete, incorrect and conditional proposals will be summarily rejected.
- e) If any Applicant is found to have business or family relationship with any employee of Income Tax Department, his proposal will be rejected.
- f) Furnishing of any false information/fabricated document, falsification of information in any form or any discrepancy in respect of the details/information provided in the Proposal documents and/or check list with that of documents enclosed in technical proposal would lead to rejection of the proposal at any stage besides liabilities towards prosecution/other penal action under appropriate laws.

**5. Deadline for Submission of Proposals:**

- a) Proposals must be received by the department at the address specified not later than the time and date specified in Notice Inviting Tender. In the event of the specified date for the submission of Proposals being declared a holiday for the Income-tax Department, the Proposals will be received up to the given time on the next working day.
- b) The department may, at its discretion, extend the deadline for submission of proposals which will be binding on all the Applicants.
- c) Any proposal received by the department after the deadline for submission of proposals, will be rejected and will not be opened.

**6. Modifications and Withdrawal of Proposals:**

- a) No modification or substitution of the submitted proposals shall be allowed. No Applicants will be allowed to withdraw after submission of proposals; otherwise the EMD submitted by the Applicant will be forfeited. However, modifications & withdrawal of Proposal/Proposal Documents may be allowed in certain specified conditions viz. in pursuance of any modification/clarification issued by the department materially affecting the scope of work, terms & conditions of the contract.
- b) In case any modification is made or any clarification is issued by the department which materially affects the terms and conditions contained in the RFP, the department shall publish or communicate such modification or clarification in same manner as the publication or communication of the initial RFP was made.
- c) In case a clarification or modification is issued to the RFP, the department shall, before the last date for submission of proposals, extend such time-limit, if, in its opinion more time is required by Applicants to take into account the clarification or modification, as the case may be, while submitting their proposals.
- d) Any Applicant who has submitted his proposal in response to the original invitation shall have the opportunity to modify or re-submit it, as the case may be, or withdraw such proposal in case the modification to RFP materially affects the essential terms of the contract, within the period initially allotted or such extended time as may be allowed for submission of proposals, after the modifications are made to the RFP by the department and the proposal last submitted or the proposal as modified by the Applicant shall be considered for evaluation accordingly.
- e) No modification, substitution or alteration in pursuance of modification/clarification issued by the department shall be permitted to the Applicant after expiry of the deadline/extended time-limit for receipt of proposals.
- f) In case of permitted withdrawal of proposal, the Applicant shall produce withdrawal notice in Original only and each page of the notice shall be signed and stamped by authorized signatories.

**7. Requests for Information:**

- a) Applicants are required to direct all communications related to RFP to the designated Contact person i.e. Income tax Officer (HQ) Admn-III, Mumbai, Room No.21, Aayakar Bhavan, M. K. Road, Mumbai-400 020.
- b) All queries relating to the Proposal, technical or otherwise, must be in writing only to the designated contact person. The department will not answer any communication initiated by Applicants later than five working days prior to the due date of opening of the proposals.
- c) If the department, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then the department reserves the right to communicate such response to all Applicants.

**8. Validity of Proposals:** Proposals shall remain valid for 120 days after the date of proposal opening prescribed by the department. A proposal valid for a shorter period shall be rejected by the department as non-responsive.

**9. Non-Transferability:** The Proposal document/proposal is non-transferable.

10. The department reserves the right to reject the proposal having deviations from the prescribed terms and conditions and also without assigning any reason thereof. The department also reserves the right to retain proposals once submitted. In case of any dispute, decision of the department shall be final and binding.

*Note:-*

- (i) Corrigendum, if any issued for the RFP shall form part of the RFP. Corrigendum will be posted on [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in) or [www.incometaxmumbai.gov.in](http://www.incometaxmumbai.gov.in). Hence, Applicants are requested to visit the website regularly and note the corrigendum / amendments to the RFP without fail and submit the offer accordingly. The department is not responsible for ignorance of corrigendum.*
- (ii) It must be noted that after last date of receipt of RFPs no query will be entertained.*

*Date:*

*Place:*

*Read and accepted.  
Signature and stamp of  
Applicant or Authorized Signatory*

**CHAPTER-VI**  
**TERMS & CONDITIONS**

1. **Debarment from RFP Process:**

a) **An Applicant shall be debarred if he has been found to be involved in any of the fraud & corrupt practices as below:**

- i) The Applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the RFP Process. Notwithstanding anything to the contrary contained herein, the department may reject a proposal without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the RFP Process.
- ii) Without prejudice to the rights of the department under Clause 1(a)(i) above, if an Applicant is found by the department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the RFP Process, such Applicant shall not be eligible to participate in any tender issued by the department during a period of 2 (two) years from the date such Applicant is found by the department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.
- iii) During the entire RFP process, the currency of contract or after completion/termination of contract, if it comes to the notice of the Department that the Applicant has engaged itself in any act of Fraud and/or Corrupt Practices, the department after giving a reasonable opportunity of being heard, comes to the conclusion that an Applicant or prospective Applicant, was indulged itself in such practices, may take appropriate measures as per applicable laws.
- iv) For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:
  - I. **“Corrupt practice”** means (I) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (II) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
  - II. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - III. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person’s participation or action in the Bidding Process;
  - IV. **“Undesirable practice”** means (I) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (II) having a Conflict of Interest; and
  - V. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicant with the objective of restricting or manipulating a full and fair competition in the Bidding Process;

b) An Applicant shall be debarred if he has been convicted of an offence –

- i) Under the Prevention of Corruption Act, 1988; or

- ii) The Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing threat to public health as part of execution of the contract.
- c) An Applicant or any successor of the Applicant covered under clause 1(b) above shall not be eligible to participate in proposal process of the department for a period not exceeding 3 years commencing from the date of debarment.
- d) The department may debar an Applicant or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding 2 years, if it determines that the Applicant has breached the code of integrity.

2. **Eligibility Criteria for Workmen or Personnel to be employed/engaged by the Service Provider:**

- a) The Service Provider will, prior to the commencement of the operation of contract, make available the list of all the workmen and personnel who will be deployed at the Income Tax Office Premises for running the canteen; the Service Provider will furnish their proof of photo identity, present and permanent address, education qualification details, specimen signature and two passport size photographs. These details should be furnished within 5 working days from the date of signing of contract and then, immediately on every change.
- b) The workmen or personnel engaged by the Service Provider should have their antecedents verified from the local police station at the instance of the Service Provider and the same should be submitted within 30 days from the date of signing of contract without fail.
- c) The workmen or personnel engaged by the Service Provider should have sound medical fitness and the Service Provider should also ensure that the canteen and catering personnel are subjected to regular medical checkups so as to ensure that they are free from any contagious disease or medical complications related to their occupation.
- d) Minimum age of the canteen and catering personnel shall not be less than 18 years as on 31.03.2018 and maximum age shall not be more than 60 years as on 31.03.2018.

3. **Duties /Liabilities/Responsibilities of The Service Provider:**

a) **Responsibility towards workmen/personnel of Service Provider**

- i) The Service Provider shall be responsible for engaging adequate number of trained/semi-trained manpower required for providing canteen services in the canteen at his own cost.
- ii) The minimum number of workmen to be employed under different categories are as under:
  - Canteen Manager: One (1) Person
  - Supervisor: Minimum Three (3) Persons
  - Chefs/Cooks: Minimum Six (6) Persons
  - Bearers: Minimum Sixteen (16) persons
- iii) The Service Provider shall ensure that either he or his representative is available for proper administration and supervision at the works to the entire satisfaction of the department.
- iv) The workers employed by the Service Provider shall be directly under the supervision, control and employment of the Service Provider and they shall have no connection what-so-ever with the Income Tax Department, Mumbai. The Department shall have no obligation to control/supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against the department for employment, pension, or any other statutory claim, or regularization of their services by virtue of being employed by the Service Provider, against any temporary or permanent posts in the Income Tax Department, Mumbai. The Income Tax Department, Mumbai does

- not recognize any employee - employer relationship with any of the workmen or personnel engaged by the Service Provider.
- v) The Service Provider shall be solely responsible either for any injury, damage, accident to the workman employed by him or for any loss or damage to the equipment/property in the areas of work as a result of negligence/carelessness of his workers.
  - vi) All workmen engaged by the Service Provider shall be comprehensively insured for accidents and injuries by the Service Provider at his cost.
  - vii) The Service Provider shall keep & maintain a 'First Aid Box' in canteen premises.
  - viii) The Service Provider shall fulfill all statutory requirements pertaining to minimum wages and other statutory benefits like ESI, EPF, MWA etc., and proper account of payments including minimum wages being made to his workers. The Service Provider shall be solely responsible for any failure to fulfill the statutory obligations and shall indemnify the department against all such liabilities, which may likely to arise out of his failure to fulfill such statutory obligations.
  - ix) The Service Provider shall alone decide and be responsible for the leave or absence of the canteen and catering personnel and the department shall not in any way be responsible for sanction of leave, etc. to the canteen and catering personnel. However, such leave/absence of canteen and catering personnel should in no way affect the proper running of canteen and catering services as prescribed in the RFP.
  - x) The Service Provider should provide proper Uniform, Identity card, head caps, hand gloves, aprons etc. to the canteen and catering personnel.
  - xi) The transportation of the workmen or personnel engaged by the Service Provider from their place of residence etc. to the department's Premises shall be the responsibility of the Service Provider. No transportation shall be provided by the department.
  - xii) No accommodation will be provided in the department's Premises for the workers and the Service Provider shall make its own arrangements.
  - xiii) The food and beverages arrangements for canteen and catering personnel shall be the responsibility of the Service Provider.
  - xiv) The Service Provider shall ensure proper discipline among his workers and further ensure that they do not indulge in any unlawful activity.
  - xv) The canteen and catering personnel engaged by the Service Provider shall not accept any gratitude or reward in any form.
  - xvi) The Service Provider shall ensure that the canteen and catering personnel shall not take part in any staff union and association activities at the Premises of the department.
  - xvii) The Service Provider shall ensure that the canteen and catering personnel employed by him shall not be used for other work/job order for any third party.
  - xviii) Employment of child labour is strictly prohibited under the law. Therefore, the Service Provider will not employ any child.
  - xix) The Service Provider shall ensure that its personnel shall not at any time, without the consent of the department in writing divulge or make known any information about the affairs of the Income-tax Department. Any violation will lead to immediate termination of contract, with forfeiture of Performance Bank Guarantee and/or other action as per law.
  - xx) The Supervisor appointed by the Service Provider shall report to the Authorized Person of the Department at least once in a week for the purpose of briefing /debriefing. He must carry out checking for proper functioning of canteen and catering services on regular basis as instructed by Authorized Person of the Department. The department will not be liable for any payments for this arrangement and the cost of such arrangement shall be borne entirely by the Service Provider.
  - xxi) The Income Tax Department or its Authorized Person shall have the right to ask for immediate replacement of any person or personnel of the Service Provider, who

is not found to be competent and orderly or fit in any manner in the discharge of his duty.

xxii) The Service Provider and the personnel engaged by the Service Provider will follow the entry and exit procedures of the Income Tax Department as may be determined by the Authorized person of the Department from time to time.

xxiii) In case of emergency, the services of canteen and catering personnel may be utilized for other work also as per the requirement of the department.

**b) Responsibility towards supply/maintenance of stock of materials/consumables etc.**

i) The Service Provider will supply/use raw materials/consumables as per brand specification provided in schedule-B (BIS/Agmark quality only) at his own cost. The Service Provider may supply/use the raw materials/consumables of superior brand/quality as compared to the specified brands/quality. However, superiority of brands shall be strictly in terms of the decision of the Authorized Person of the Department, and without any price change/addition to rate fixed by the department of different items as per Schedule-A to the RFP.

ii) The Income Tax Department reserves the right to check the quality in any approved laboratory at any time. In case the material/stuff is found to be substandard quality the department reserves the right to impose penalty on the service provider with an assurance of proper quality standard by them, and in case of repeated instances of substandard quality, even terminate the contract by giving one month's notice.

iii) The Service Provider shall maintain stock register for inventory management and get the stock register duly certified by the Authorized Person of the department in respect of all Material/ Consumables etc. prior to storing such items at the designated place in the department's Premises.

iv) Apart from the Infrastructure facilities to be provided by the Department (as existing), the Service Provider shall bring his own tools, appliances, equipment, utensils, plates, jugs etc., in sufficient quantity as needed to maintain the canteen services.

v) The Appliances/Equipment and Consumables required for canteen and catering services shall be stored at the space as provided by the department. However, safety and security of the Appliances/Equipment and consumables from theft, breakage, pilferage, damage or loss due to any reason(s)/unforeseen circumstances shall be the sole responsibility of the Service Provider.

**c) Statutory Obligations of the Service Provider**

i) The Service Provider shall obtain license under the Contract Labour (Abolition and Regulation) Act 1970 and all other requisite licenses at his own cost from the appropriate authorities and comply with the terms and conditions of the license(s) and all other relevant and necessary provisions of the Contract Labour Act and the Rules framed there under all such other provisions of laws in any enactment or otherwise laid down by an authority from time to time, it being clearly understood and agreed that the entire responsibility for compliance thereof shall always be of the Service Provider. The Service Provider shall be fully responsible for any compensation etc. in case of any injury/casualty or mishap to any employees of the canteen during canteen working hours. Appropriate documents/Certificates issued from appropriate authorities should be enclosed to support this.

ii) The Service Provider shall also comply with all other acts and rules including Food License / Weight and Measurement Certification etc. which are applicable to him or made applicable to him in future and shall maintain all such records as required under these Acts & Rules.

iii) The Service Provider shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time



with regard to the environment around cooking place, dining hall and surrounding etc.

**d) Safety Regulations:**

- i) The Service Provider has to comply with all safety regulations as applicable by the Government of India, State Legislations, Local Body Rules & regulations required for execution of the canteen contract. The service provider to indemnify the department for any loss due to the non compliance to any of the safety regulations.
- ii) The Service Provider shall make himself fully aware of the specific Fire & safety regulations and all other rules of the Air India Building Management and shall strictly adhere to the same.
- iii) The Service Provider shall note and ensure that LPG & other inflammable stove/burners/lamps etc. shall not be used in the Air India Building.

**e) Other Responsibilities**

- i) All work shall be carried out with due regard to the convenience of the department. The orders of the concerned authority shall be strictly observed.
- ii) In case of any theft, breakage, pilferage of any fixture and/or fittings, furniture, equipments, appliances etc. (supplied by the department/property of the department) shall be immediately brought to the notice of the Authorized Person. If, after a Departmental enquiry, it is found that the loss has occurred due to the negligence, any act of omission or commission, whether intentional or otherwise, of the canteen and catering personnel on duty, the department will have full power to recover the loss in full from the Service Provider and terminate the contract itself with forfeiture of Performance Guarantee.
- iii) In case of minor faults in fixture and/or fittings, furniture, equipments, appliances etc. (supplied by the department/property of the department), the Service Provider should inform the Authorized Person and on latter's approval these minor repair or replacement should be carried out immediately by the Service Provider and these expenses shall be reimbursed to him on cost basis.
- iv) Any liability arising out of any litigation (including those in the Consumer courts) due to any act of Service Provider's personnel shall be directly borne by the Service Provider including all expenses/fines. The Service Provider / Service Provider's personnel shall attend the Court, as and when required, in the said matter.
- v) If the Service Provider is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the department for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign.
- vi) Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the department's Premises. Any breach of such restrictions by the Service Provider will attract deterrent action against him as per statutory norms.
- vii) The Service Provider shall not make any alterations or additions to the space provided in the Premises for cooking, catering, and storage purposes.
- viii) The Service Provider shall not use the canteen Premises for any other activity except for the purpose for which it has been provided for.

**4. Indemnity:**

- a) The successful Applicant, within 10 working days of the award of the contract, shall indemnify the department against any claim which could arise under the Workmen's Compensation Act, 1953 and/or under any statutory notification thereof or any of the labour laws or otherwise in respect of any damages or compensation in consequence of any accident, injury sustained, to lay off the workmen or personnel engaged by the Service Provider or other persons whose entry into the department's Premises has been authorized by the Service Provider.

- b) The successful Applicant, within 10 working days of the award of the contract, shall further indemnify the department against any loss to the property and assets of the department which have been caused by negligence or unlawful activity of the workmen or personnel engaged by the Service Provider or other persons whose entry into the department's Premises has been authorized by the Service Provider. Decision of the department as to the cost of damages caused shall be final and shall be recovered from the Service Provider.
- c) The successful Applicant, within 10 working days of the award of the contract, shall also execute an irrevocable indemnity bond in an appropriate stamp paper, as per **Annexure-G**, in favour of The department that they would indemnify and keep the department indemnified and harmless against any claims, losses, expenses which the department may suffer or incur as a result of breach of contract. The Service Provider shall further agree that the indemnity herein contained shall remain in full force and effect during the currency of the contract and that it shall continue to be enforceable till all dues under or by virtue of the said contract have been fully paid and all claims are discharged or till the department is satisfied that the terms and conditions of the agreement have been fully and properly carried out by the Service Provider. The Service Provider also should undertake not to revoke this indemnity during its currency of contract.
- d) The Service Provider will be responsible for the conduct of all canteen and catering personnel deployed by it and will be legally liable for any harm or loss arising to any person whomsoever, in whatever form, from any misconduct or any act of negligence, omission or commission, whether intentional or otherwise, of the Service Provider and/or workmen/personnel engaged by the Service Provider or other persons whose entry into the department's Premises has been authorized by the Service Provider in the course of providing any services stated in this contract, and will bear full responsibility and cost of the same. The department will not be liable for any loss or harm to any person within or outside the department's Premises from any act of omission or commission of any of workmen or personnel engaged by the Service Provider or other persons whose entry into the department's Premises has been authorized by the Service Provider in the course of providing any services stated in this contract.
- e) Without prejudice to the preceding term of contract, the Service Provider will be liable to reimburse the department of any cost, legal liability, penalty or fine imposed on the Income-tax Department by any authority, because of any misconduct or any act of omission or commission, whether intentional or otherwise, of the Service Provider or any of workmen or personnel engaged by the Service Provider or other persons whose entry into the department's Premises has been authorized by the Service Provider in the course of providing any services stated in this contract.
- f) Any change in the constitution of the appointed Service Provider shall be notified forthwith by the Service Provider in writing to the department and such change shall not relieve any former member of the Service Provider from any liability under the contract.
- g) The Service Provider should make himself fully acquaint with all the conditions and circumstances under which the services required under the contract will have to be provided and the terms, clauses and conditions, specifications and other details of the contract. The Service Provider shall not plead ignorance on any matter as an excuse for deficiency in service or failure to perform or with a view to asking for increase in rates fixed as per Schedule-A in the contract or to evade any of its obligations under the contract.

5. **Tenure of the Contract:**

- a) The contract is valid initially for a period commencing from date of signing of contract to 31.03.2019. However, in order to evaluate the performance and services of the Service Provider, the contract will have probationary period of three months. The contract for the remaining contract period will be confirmed only if the services

and quality of items served by the Service Provider are found satisfactory during the probationary period.

- b) The Contract period ending on 31.03.2019 is subject to renewal by the department on satisfactory performance on mutually agreed terms and conditions for a further period of 1 year at a time subject to maximum of 2 years.

**6. Reimbursement of Certain Expenses Etc.:**

- i) Reimbursement in respect of bills raised for minor replacements shall be claimed in separate bill(s) at the cost price to the Service Provider, duly certified by the Authorized Person of the Department.
- ii) In the event there is any query, objection, delay or dispute with regard to any bill or a part thereof, the Service Provider shall not be entitled to any interest to be paid by the department for late payment.

**7. Penalty:**

- a) The Service Provider shall be liable for penalty of minimum of Rs. 1000/- (Rs. One Thousand only) up to a maximum of Rs.5,000/- (Rupees Five Thousand only) per instance at the discretion of the department for poor / sub-standard services, improper upkeep /hygiene of canteen area, late /untimely functioning of canteen, non-observance to the dress code, for negligent/sleeping/drunk canteen and catering personnel, loitering in the department's Premises, any instance of misbehavior or indiscipline etc. and/or for non-compliance of any terms of the contract and the same shall be recoverable from the Service Provider. This applies to all the work covered in this contract. The decision of the Income Tax Department in this regard shall be final and binding.
- b) Illustrative instances of poor/sub-standard services:
- i) Food if not served "Fresh" as agreed,
- ii) Food is stale or smells or used from previous meals,
- iii) Any insect/foreign body found in food stuff,
- iv) Delay of 20 minutes or more in laying/serving from the laid out timings,
- v) Any deposit of fungus, worms, etc. found in food grain, storage area, cooking area,
- vi) Found using Soda, Artificial Colour, Flavor (except in permitted recipes),
- vii) Frequent instances of non-availability of food to staff members of the department,
- viii) Misbehavior from service provider side with staff members of Income Tax Department.
- c) The Service Provider shall be liable for penalty of minimum of Rs. 1000/- (Rs. One Thousand only) up to a maximum of Rs.5,000/- (Rupees Five Thousand only) per instance at the discretion of the department for unauthorized replacement of any of workmen or personnel engaged by the Service Provider.
- d) In case of default in furnishing of police verification and medical/health verification certificate for workmen/personnel engaged by the Service Provider, within the stipulated period, the Service Provider shall be liable to fine/ penalty of Rs. 1000/- for each day of default in compliance. Further, in case of default beyond 60 days, the contract is liable to be cancelled and the Performance Guarantee shall be forfeited.
- e) In case of recurrent default in supply of prescribed services in quality and quantity, supply/use of substandard materials/items/consumables etc., not conforming to the RFP and refusal to perform duties, the contract shall be terminated after giving one month's notice to the Service Provider. Also, under such circumstances, performance guarantee shall be forfeited. Maximum of 4 instances of defaults in one month and 10 instances of defaults in a year (inclusive of default in supply of (i) canteen and catering services in proper and adequate manner, (ii) sub-standard materials/items/consumables etc. and (iii) refusal to perform duties) shall be treated as recurrent defaults.

**8. Termination of Contract:**

- a) In the event of the appointed Service Provider failing to fulfill or committing any breach of any of the terms and conditions of this contract or indulge in omission or

commission as detailed in the terms & conditions and scope of work of the RFP, then without prejudice to the department's rights and remedies to which otherwise, the department, shall be entitled, the contract shall be terminated forthwith; the Performance Bank Guarantee will be encashed; the Service Provider will be blacklisted and the canteen and catering services will be hired from any third party at the absolute discretion of the department without prejudice to any other action which may be taken by the department. The cost of such hiring together with all incidental charges or expenses may be recoverable from the Service Provider at the absolute discretion of the department. The omission or commission may include *interalia* the following: -

- i) If the Service Provider or its employees are found guilty of fraud and/or misrepresentation in respect of the contract or any other contract entered into by the Service Provider or any of his partners or representatives thereof with the department; or
  - ii) If the Service Provider becomes insolvent or applies for relief as insolvent debtor or commences any insolvency proceedings or makes any composition with its/their creditors or attempts to do so; or if
  - iii) At any time during the pendency of the contract, it comes to the notice of the department that the Service Provider has misled it by giving false/incorrect insufficient information.
  - iv) In case, any documents/declaration furnished is found to be false at any stage, it would be deemed to be a breach of terms of contract and thereby, making the Service Provider liable for legal action, besides termination of contract and/or forfeiture of Performance Guarantee.
- b) The Service Provider shall comply with all statutory liabilities and obligations of Central Government, State Government, Local Bodies Rules & Regulations, and Air India Building Management Rules & Regulations. The department shall not be liable for any contravention/non-compliance on the part of the Service Provider. Any contravention/ non-compliance on the part of the Service Provider would be construed as a sufficient ground for termination of the contract at the discretion of the department. Notwithstanding, in the event of the department being imposed with any penalty/ fine etc., by any agency/authority due to the non-compliance/contravention on the part of the Service Provider to any statutory laws/rules/regulations etc., the department reserves the right to recover such fine/penalty etc., from the Service Provider.
- c) If the performance of the canteen and catering services provided by the Service Provider is not found satisfactory, the department shall have power to terminate the contract with one month's notice. Upon such termination, the Performance Guarantee of the Service Provider shall be liable to be forfeited.
- d) The department may discontinue the contract at any point of time, without assigning any reason for the same, by giving one month's notice before the intended date of discontinuation and will not be liable to any charges or compensation payable to the Service Provider or any other person.
- e) The Service Provider may discontinue the contract at any point of time, by giving a notice at least 60 days before the intended date for discontinuation. However, it will lead to forfeiture of the Performance Bank Guarantee deposited, in case of discontinuation without a notice or a notice less than 60 day prior to the intended date of discontinuation. The department will have the right to claim damages and recover them from the Service Provider, in addition to forfeiting the Performance Bank Guarantee of the Service Provider.
- f) **Sub Contract Not Permitted:** The Service Provider shall not engage any sub-contractor or transfer, assign or pledge any of the work, service or other performance required of the Service Provider under the contract to any other person or agency in any manner, except without the prior written consent of the department. In the event of the appointed Service Provider found to be engaged in unauthorized sub-contracting any work specified in this tender, the contract shall be liable to be terminated forthwith.

- g) On termination of the contract, the Service Provider will hand over all the equipment's/furniture/articles etc., supplied by the department (Property of the department), in good working condition, back to the department.
- h) The possession of the Premises to be assigned by the department to Service Provider for providing canteen services will always remain with the department, even when the Premises are in use or occupation of the Service Provider for running of canteen facility. The Service Provider shall vacate the Premises immediately after termination of contract.

9. **Right to alter quantities & repeat order:** The department will be free to either reduce or increase the quantum of work order prescribed in this RFP on the same terms and conditions during the contract period.

10. **Arbitration:**

- a) In the event of any dispute or differences arising as to the execution of the contract or as to the respective rights or liabilities of the parties hereto or interpretation of any of clause thereof on any condition of agreement (except as to any matters the decision of which is specially provided for or the special conditions), the dispute shall be resolved in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the Rules there under and any statutory modifications thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings. The award of the arbitrator shall be final and binding on parties to the agreement.
- b) However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Service Provider shall continue to do the work as per terms & conditions of Contract.
- c) In case of disputes, arising out of this agreement between the Service Provider and the department, the Courts in Mumbai shall have the exclusive jurisdiction.

11. **Force Majeure:**

- a) If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event.
- b) Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more; either party may at its option terminate the contract.

12. The department reserves the right to withdraw/ relax any of the terms and conditions mentioned in the RFP so as to overcome any problem encountered at any stage.

13. All efforts are made to explicitly include all the terms & conditions applicable on the contract, however Service Provider should agree to provide minor additional services in case found necessary for improvement of the quality and canteen facility.

Date:

Place:

*Read and accepted.*  
*Signature and stamp of*  
*Applicant or Authorized Signatory*

**CHAPTER-VII**  
**SCOPE OF WORK**

1. The canteen and catering services shall include procurement of grains and raw material, cooking and preparation of food (semi-cooked / partially baked food-items for applicable recipes to be carried for on-premises cooking), presentation and serving of meals to the staff members & authorized visitors of the Income Tax Department through dedicated support personnel.
2. The cooking, preparation and serving of food shall include preparing within the canteen breakfast, lunch, snacks, beverages etc. as per menu approved by the department after taking into account the availability of seasonal vegetables and fruits etc., and serving of prepared food within the defined 'Food Service Area'.
3. The Service Provider in consultation with the authorized person will prepare weekly menu out of food-items specified in Schedule-A and the same shall be binding on the Service Provider and shall be prominently displayed along with price on a board daily (the weekly menu so-decided should provide diverse menu options for each day to include at least 4-5 items in different food-items category viz. breakfast, lunch, snacks, deserts, tea-time snacks etc.).
4. The Service Provider, in consultation with the Authorized Person of the department & in order to ensure timely service of food items within defined service area, will provide/establish mini-pantries on at least three different floors (other than canteen premises located at 8<sup>th</sup> Floor of Air India Building).
5. **Canteen Timings:**
  - a) The canteen shall remain open from 9.00 A.M. to 6:00 P.M. on 5 days of every week (from Monday to Friday). However, depending on the exigencies, the Service Provider may be required to keep the Canteen open or close on Saturday, Sunday and on any of the gazetted/closed holidays as per requirement of the department. On special official functions to be conducted within Income Tax Office Premises the Service Provider shall be ready to undertake such functions. The Service Provider and the department shall work out special menu and rates for such occasions on mutually agreed basis.
  - b) The breakfast would be served normally from 09:00 a.m. to 11:00 a.m.; lunch from 1:00 p.m. to 3:00 p.m.; and snacks from 9:00 a.m. to 6:00 p.m.
  - c) In case the canteen is closed on any occasion for the reason of failure on the part of Service Provider, then, apart from any other penal provisions provided in the contract, the Service Provider shall made alternate food arrangements, as per approved price list.
6. **Conduct of Workmen & Personnel**
  - a) The Service Provider shall provide uniforms, hand gloves, head cap, aprons etc. to personnel employed by him for canteen/catering services. The Service Provider should provide a minimum of two pairs of uniform to the personnel deployed and ensure that these personnel report for duty in clean uniforms.
  - b) The Service Provider shall ensure that their personnel wear Uniforms and Identity Cards provided by the Service Provider in such a way that it is prominently displayed and visible so that any person can identify the individual representing the Service Provider.
  - c) The Service Provider shall ensure the following dress code:
    - i) Cooking personnel should wear aprons and head (hair) cap
    - ii) Servicing personnel should wear aprons, caps and hand gloves
  - d) The Service Provider shall ensure that the canteen and catering personnel should have undergone proper training on all canteen and catering related issues and should be decent and well behaved.

- e) The Service Provider shall ensure that the canteen and catering personnel shall not take any alcohol or intoxicants or be found in an inebriated state or smoking during the duty hours.

**7. Cooking Equipments, Raw Materials Etc.**

- a) The Service Provider shall have to arrange for all cooking equipment & cooking appliances/ utensils, crockery services, table linen and other necessary equipment's etc. (apart from what is to be provided by the department on "as is where basis") on his own for smooth running of the canteen.
- b) The Service Provider should have sufficient equipment & crockery and other items normally required to cater to at least 200 persons at a given time. He should have sufficient utensils, crockery and other infrastructure to provide the service and also for Buffet Lunch/High Tea, as and when required.
- c) All the provisions/materials required for cooking the food & the manpower required for running of canteen services as specified in RFP shall be arranged by the Service Provider at his cost.
- d) The Service Provider shall, at their cost, maintain adequate stock of food grain, grocery, and adhere to the quality standards. Procurement of good quality provisions and other consumables is the responsibility of the Service Provider. The Service Provider shall be responsible for proper hygienic storage of all raw materials.
- e) The Service Provider shall ensure adequate supply of all Material/ Consumables/raw materials etc. 15 days in advance, prior to its consumption. However, supply of perishable items should be ensured as per respective useable dates only.

**8. Quality and Standards:** The illustrative guidelines on quality of food items to be used/ cooked/served shall be as under:

- a) The food materials used for cooking must be of best quality as approved by relevant authorities' viz. FPO/AGMARK/FSSAI/ISO etc. and good quality vegetables, which is subject to the verification of Authorized Person.
- b) Vegetables & fruits should be washed properly, preferably in potassium permanganate solutions
- c) Milk used for tea/ coffee etc., must be packets of reputed brand milk.
- d) For preparation of VEGETABLE each day, the vegetables must be changed in rotation. No similar type of vegetable shall be served repeatedly.
- e) Rice at least one year old should only be used.
- f) Rice should be cooked properly.
- g) Chapatti should be baked properly & it should be soft.
- h) Cooking OIL shall never be reused for frying or cooking etc.
- i) Sweet served should be prepared of pure ghee. It should be fresh & tasty. In case it is to be procured from outside it must be from reputed shop/brand.
- j) Fruits served should be fresh & of good quality.
- k) The use of monosodium glutamate (ajinomoto) is strictly prohibited.
- l) Special food on days of fasting should be served, as per prescribed menu.
- m) Food should be served and maintained warm at all times.
- n) Vegetarian and Non-Vegetarian food will be cooked, kept and served separately.
- o) No food items hurting the sentiments of any religion should be found/kept/prepared/served by the canteen in the department's Premises. If any such incidence is noticed strict action as per prevailing law shall be taken, apart from terminating the contract immediately.
- p) Serving of leftover or stale food will be strictly prohibited and in case any incident of serving of stale or leftover food is brought to the notice of the Authorized Person, the matter will be viewed seriously and the Service Provider will be penalized accordingly.

**9. Cleanliness:** The food has to be prepared in clean, hygienic and safe conditions. The Service Provider shall ensure all cleanliness related work at his own cost. The illustrative guidelines are as under:

- a) The kitchen, hand wash area, dish wash area will be washed with water and Soap solution and mopped after every breakfast, lunch and will be disinfected once in a week or as and when required.
- b) The utensils, crockery, dinning plates etc. shall be washed with water and dish-wash solutions properly after every use. Dinnerware/dining plates should be cleaned properly for any stickiness.
- c) The kitchen appliances and all cabinets should be cleaned every week.
- d) The inside of refrigerator and other appliances should be cleaned on monthly basis.
- e) The Service Provider shall ensure sanitisation of kitchen, dining areas on monthly basis.
- f) Cleaning and Housekeeping of Kitchen and dining area, utensils, crockery, kitchen equipment, furniture etc. will be the sole responsibility of the Service Provider and at his own cost.
- g) The highest possible standards are expected in this regard. All possible measures must be taken to ensure hygiene in the kitchen and dining area. These include the provision of ample Liquid soap for hand wash at basin, clean towels to clean hand, provision of paper napkins; hand gloves, head caps for mess workers who handle items food items for serving. Catering persons should be provided the necessary training so as to maintain the highest possible standard of hygiene.
- h) The Service Provider shall arrange for disposal of the garbage collected from the kitchen, dining hall, dish wash area etc. every day morning in closed bins by separation of bio-degradable waste from non-biodegradable waste, at the dumping points set up by the Municipal Corporation of Greater Mumbai. Further, the leftover food should be removed immediately after lunch/canteen closing hours.

**10. Adherence to Approved Menu/Price:**

- a) The Service Provider shall strictly adhere to approved MENU CARD/RATE-LIST; in case of any over-charging/deviation, the Service Provider is liable for Penalty as per Penal Clause of RFP.
- b) The prices of the packed or branded items sold in the canteen shall not be more than the MRP.
- c) The service provider shall use only Standard Materials of reputed known brands for preparation of food items. The list of Brands to be used for certain Items has been specified at **Schedule-B**. However, if the department finds that the Brand used is not suitable/complaints are received, the Service Provider will be asked to change the Brand and the same will be binding on the Service Provider.
- d) The service provider shall maintain quality and quantity in respect of the menu served in the canteen.
- e) The department has the right to fix/alter the menu and no new item shall be introduced in the menu without prior permission of the department, in writing.

11. The average delivery/serving time for food-items/meals should be 30 mins. In case of late delivery/late service of food-items/meals (20 mins or more from the laid out times), the Service Provider shall be liable for penalty as per the penal Clause specified in the contract. Decision with respect to late/delay delivery of food-items/meals shall be taken by Authorized Person and shall be final and binding on the Service Provider.

**12. Supervision:**

- a) The Service Provider will provide adequate supervision to ensure correct performance of the workmen and personnel engaged by him in accordance with the prevailing assignment instructions agreed upon between the department and the Service Provider. In order to exercise effective control & supervision over the canteen and catering services, the supervisory staff should constantly monitor, and obtain feedback from staff members of the department availing the food services.
- b) In case of non-conformity to quality and hygiene of food items/meals supplied by the canteen, the Service Provider shall be liable for penalty as per the penal Clause specified in the contract. The department shall reserve the right to check the cleanliness and upkeep of Premises and quality of provisions and quality of the food.



- c) A book shall be kept in the canteen for recording any complaint or suggestions from the staff member of the department and will be produced for inspection as and when required. Decision taken by the department shall be final in all these complaints/suggestions.

13. Preparation and storage of food in the canteen for supply outside the office complex shall be strictly prohibited.

**14. Facilities to be provided by the department:**

- a) The department will provide Canteen Premises, furniture, fixtures, as existing,
- b) The department will provide Kitchen equipment, appliances, utensils and canteen equipments, as existing,
- c) The department will provide free water and electricity in the kitchen and dining hall. The use of electricity will be restricted to lights, fan, refrigerator or any other electrical appliances/gadgets, which are considered necessary for smooth functioning of the canteen/kitchen/dining hall. The Service Provider shall ensure proper and optimal utilization of the facilities like water & electricity to be provided by the department without abuse or excess use and shall follow and obey all instructions as shall or may be given by the Authorized Person from time to time.
- d) The maintenance and upkeep of the above furniture/fixtures/articles/kitchen equipments/appliances/installations shall be responsibility of the Service Provider.
- e) In the event of disruption of water supply on account of power failure or otherwise, the service provider shall make his own arrangement for supply and storage of water in the canteen for smooth running of the canteen. In the event of power failure or otherwise, the contractor should make his own arrangements for grinding/food preparing etc., at his own cost.

**15. Menu/Item-Price List: as per Schedule-A**

16. Brand/Quality Specification as per Schedule-B

*Date:*

*Place:*

*Stamp/Seal of the Applicant  
Name and Signature of the  
Authorized Signatory*

**Schedule-A – Menu/Item-Price List****BREAKFAST & SNACKS ITEMS**

<b>Sr. No.</b>	<b>Item</b>	<b>Material per unit gm/ml</b>	<b>Proposed Rate (in Rs.)</b>
1.	Poha with suitable chutney	100 gm (Poha)	20
2.	Puri Bhaji (4 Puri)	Puri 30 gm each	25
3.	Misal Pav (2 Pav)	80 gm misal of thick consistency	25
4.	Extra Pav - Single	Standard	5
5.	Rawa-Sheera (Suji-Halwa)	150 gm	20
6.	Upma/lapsi upma/sev upam with suitable chutney	80 gm (weight excluding chutney)	20/25/25
7.	Sabudana Khichdi with suitable chutney/diluted curd	80 gm (weight excluding chutney)	25
8.	Sabudana Wada (2 Pcs) with suitable chutney/diluted curd	80 gm (weight excluding chutney)	25
9.	Stuffed Paratha (Aloo) with curd and pickle (2 No.)	120 gm with stuffing 50 gm curd	30
10.	Stuffed Paratha (Paneer) with curd and pickle (2 No.)	120 gm with stuffing 50 gm curd	40
11.	Stuffed Paratha (Methi) with curd and pickle (2 No.)	120 gm with stuffing 50 gm curd	30
12.	Stuffed Paratha (Gobhi) with curd and pickle (2 No.)	120 gm with stuffing 50 gm curd	30
13.	Pav Bhaji ( 2 pav) with chopped onion, lemon slice, butter	100 gm bhaji	35
14.	Chhole Bhatura – 2 Pcs Bhatura	Each pcs. 40 gm	40
15.	Dhokla – 4 Pcs with suitable dip	30 gm each	30
16.	2 pcs. Idli Sambar with chutney / Sambar Vada	Idli weight 40 gm each	30
17.	Masala Dosa with Sambhar and chutney 1 plate/ Rava Masala	120 gm with stuffing	30/35
18.	Plain Dosa with Sambhar and chutney 1 plate/ Plain Rava Dosa	standard	20/25
19.	Uttapam with Sambhar and chutney	100 gm	30

**LUNCH ITEMS**

<b>Sr. No.</b>	<b>Item</b>	<b>Material per unit gm/ml</b>	<b>Proposed Rate (in Rs.)</b>
1.	Veg Thali [Vegetable 2 (1 dry & 1 wet), Daal, Raita/Curd, Rice, 2 Chapati or 4 puri, Salad and Papad, pickle and sweet]	Rice 75 gm, chapatti 40 gm each, daal 35 gm, standard	40
2.	Non-Veg Thali (Egg Curry/Chicken Curry – 2 Pc, 1 vegetable, dal Raita/Curd, Rice, 2 Chapati, Salad and Papad, pickle and sweet)	Chicken Pc 40-45 gm each, Rice 75 gm, chapatti 40 gm each, daal 35 gm, standard	60
3.	Fish Thali (Fish curry– 2 Pc, 1 vegetable, dal Raita/Curd, Rice, 2 Chapati, Salad and Papad, pickle and sweet)	Fish Seasonal & popular choice of standard size, Rice 75 gm, chapatti 40 gm each, daal 35 gm, standard	80
4.	Veg/Chicken/Egg Biryani with Raita	250 gm	50/60/60
5.	Veg/Mushroom/Tawa/Paneer Pulav with Raita	250 gm	50/60/60/60
6.	Lemon/Curd/Rasam/tamarind/tomato/Puliogare Rice/ Bissi Belle Bhat with Raita/Papad	250 gm	50
7.	Dal Khichdi with Papad	250 gm	50
8.	Dal Rice with Papad, pickle	200 gm	40
9.	Chicken Masala (2 Pcs) with 2 Chapati/	Chicken Pc 40-45 gm each,	50

	Rice	Rice 75 gm or chapatti 40 gm each	
10.	Egg Masala (2 Pcs) with 2 Chapati/ Rice	Egg, Rice 75 gm or chapatti 40 gm each	50
11.	Veg/Egg/Chicken Fried Rice with suitable chutney	200 gm	50/60
12.	Veg/Egg/Chicken Noodles	200 gm	50/60/60

### TEA & OTHER SNACKS ITEMS

Sr. No.	Item	Material per unit gm/ml	Proposed Rate (in Rs.)
1.	Tea regular (one cup)	100 ml	8
2.	Lemon Tea	100 ml	10
3.	Black Tea (Tea Bag)	100 ml	10
4.	Green Tea (Tea Bag)	100 ml	15
5.	Hot Coffee	100 ml	10
6.	Filter Coffee	100 ml	15
7.	Black Coffee	100 ml	12
8.	Hot Kesar Badam Milk	120 ml	20
9.	Hot Chocolate	120 ml	20
10.	Cornflakes/chocos with Milk	180 ml	30/35
11.	Bournvita/Boost Milk	180 ml	30
12.	Lassi (Sweet)	200 ml.	20
13.	Lassi (salted)	200 ml.	10
14.	Nimbu Paani	200 ml.	10
15.	Fruit Chat 1 Plate	Seasonal fruits, minimum of 3 fruits	20
16.	Green Salad 1 Plate	minimum of 4 items	20
17.	Wada Pav with chutney/sauce/ketchup - Single	Standard – 40 Gm Vada	12
18.	Samosa with chutney/sauce/ketchup - Single	Standard – 40 Gm	10
19.	Batata vada – with chutney/sauce/ketchup - Single	Standard – 40 Gm	10
20.	Maggi/Egg Maggi/Cheese Maggi	Standard	25/35/35
21.	Bread Omlette (2 egg + 2 slice)	Standard	25
22.	Egg Bhurji (2 egg) with 2 slice bread	Standard	30
23.	Bread Pakoda -Single	80 gm	15
24.	Veg Roll/Paneer Roll/Onion Roll	120 gm with stuffing	25/30/25
25.	Hara Bhara Kebab with chutney/sauce/ketchup – 4 Pcs	80 gm (weight excluding chutney)	30
26.	Palak Pakoda with chutney/sauce/ketchup – 6 Pcs	80 gm (weight excluding chutney)	25
27.	Veg Cutlet with chutney/sauce/ketchup – 2 Pcs	80 gm (weight excluding chutney)	25
28.	Onion Pakoda with chutney/sauce/ketchup	100 gm	25
29.	Bun Maskav Pav – 1 Pc	Standard	20
30.	Veg Puff/Egg Puff – 1 Pc	80 gm	20/25
31.	Dahi Kachori – 1 Pc	80 gm	20
32.	Dahi Vada – 2 Pc	120 gm	30
33.	Fruit Custard (1 Plate)	50 gm	20
34.	Grilled Cheese Sandwich	2 Pcs.	40
35.	Veg. Sandwich (White Bread)	2 Pcs.	25
36.	Veg. Sandwich(Brown Bread)	2 Pcs.	30
37.	Cheese Sandwich(White Bread)	2 Pcs.	30

38.	Cheese Sandwich(Brown Bread)	2 Pcs.	35
39.	Pani Puri	Per Plate - Standard	25
40.	Ragda Paticce	Per Plate - Standard	30
41.	Papadi Chat	Per Plate - Standard	25
42.	Bhel	Per Plate - Standard	25
43.	Sev Puri	Per Plate - Standard	30
44.	Aloo Tikki Chat	Per Plate - Standard	30
45.	Samosa Chat	Per Plate - Standard	25
46.	Sweet Corn Chat	Per Plate - Standard	25
47.	Channa Chat	Per Plate - Standard	30
48.	Matki Chat	Per Plate - Standard	30
49.	Dahi Puri	Per Plate - Standard	30
50.	Milk Shake (Banana/Mango)	200 ml.	30
51.	Fresh Juice (Mix/Mausmi)	200 ml.	25
52.	Orange Juice	200 ml.	30
53.	Mosambi Juice	200 ml.	30
54.	Ganga Jamuna	200 ml.	30
55.	Pineapple Juice	200 ml.	30
56.	Watermelon Juice	200 ml.	25
57.	Cocktail	200 ml.	35
58.	Papaya	200 ml.	40
59.	Apple	200 ml.	50
60.	Carrot Juice	200 ml.	20
61.	Lauki Juice	200 ml.	35
62.	Cold Coffe	200 ml.	30
63.	Banana Milk Shake	200 ml.	30
64.	Strawberry Milk Shake	200 ml.	40
65.	Rose Milk Shake	200 ml.	40
66.	Mango Milk Shake	200 ml.	45
67.	Chickoo Milk Shake	200 ml.	40
68.	Sitafal Milk Shake'	200 ml.	45
69.	Chocolate Milk Shake	200 ml.	40

Note:

- i) All other branded and packed items shall be sold at MRP.
- ii) The prices once accepted by the Income-tax Department shall remain valid till the contract remains in force. The Income-tax Department shall not entertain any increase in the prices during the currency of contract.

*Date:*

*Place:*

*Stamp/Seal of the Applicant  
Name and Signature of the  
Authorized Signatory*

**Schedule-B - Brand/Quality Specifications**

ITEM	BRAND
Salt	Tata, Annapurna
Spices	MTR, Everest, MDH, Eastern
Ketchup	Maggi, Kissan, Heinz
Oil	Sundrop, Saffola, Dhara
Ghee	Milkfood, Amul, Mother Dairy
Pickle	Mother's Recipe / similar standard
Atta	M.P. Sharbati, Aashirvad, Pillsbury, Annapurna
Butter	Amul, Britannia, Nutralite
Bread	Britannia, Modern
Jam	Kissan, Mother's
Milk	Mother Dairy, Amul, Mahananda
Paneer	Amul, Britannia, Mother Dairy
Tea	Brook bond, Lipton, Tata Tea, Tetley
Coffee	Nescafe
Biscuits	Britannia, Parle, Sunfeast or any other reputed brand
Bottled Water	Kinley/ Bisleri/ Aquafina
Rice	Premium quality (Basmati/Kolam etc.)
Pulses	First Grade quality
Papad	Haldiram, Lizzat
Vegetables/Fruits	Fresh first quality vegetables/ fruits only

All other supplies /raw materials / consumables are to be used of Standard quality of reputed known brands for preparation of food items.

*Date:*

*Place:*

*Stamp/ Seal of the Applicant  
Name and Signature of the  
Authorized Signatory*

**SECTION-VIII**  
**PROPOSAL EVALUATION**

1. **Opening of Proposals:**

- a) The Tender Committee appointed by the department will open all Proposals on the appointed date, time and venue.
- b) During evaluation of proposals, the department may, at its discretion, ask the Applicant for clarification of his proposal.
- c) No Applicant shall contact the department on any matter relating to his proposal from the time of the proposal opening till the time of issue of letter of intent. All Applicants are strongly advised to furnish all material information in the proposal itself.
- d) Any effort by an Applicant to influence the department/Income-tax Department in its decisions on proposal evaluation, proposal comparison or award of contract decision will result in rejection of the proposal.
- e) Where the proposal has been signed by the Authorized Representative on behalf of the concern, the Applicant shall submit a certificate of authority and any other document consisting of adequate proof of the ability of the signatory to bind the Applicant to the contract. (Income-tax Department may out-rightly reject any proposal, which is not supported by adequate proof of the signatory's authority).
- f) No alteration shall be made in any of the terms and conditions of the proposal document by scoring out. In the submitted proposal, no variation in the conditions shall be admissible. Proposals not complying with the terms and conditions listed in this section are liable to be ignored.

2. **Procedure for evaluation of Proposals:** The Proposals will be evaluated in the following 3 steps;

**Step-1:** The Tender Committee will evaluate the Proposal based on the Compliance of prescribed 'Eligibility Criteria' and supporting details/documents for required licenses/certificates. Failure to furnish requisite documents as per eligibility criteria and EMD along with proposal will result in proposal getting rejected.

**Step-2: Tender Committee Visit:** The Applicants who are found to be technically qualified in the Step-1 of the Eligibility Criteria evaluation will only be considered for the second step of qualification. In the Second step of the qualification, the Committee appointed by the department will visit the premises of the establishments where the Applicant is having ongoing contract (one or more) to check the quality and standards maintained by the Applicants based on the broad guidelines mentioned below. The department reserves the right to reject the Applicants who are not found maintaining the expected quality standards. The decision of the department in this regard shall be final.

The Date & time for Tender Committee Visit and Final evaluation shall be intimated to the technically qualified applicants (in Step-1 Evaluation), on the bid opening date i.e. 20.06.2018.

**BROAD GUIDELINES FOR STEP -2 EVALUATIONS:**

- a) Food Quality and variety
- b) Brand of Raw Material used for preparation of Food/Beverages
- c) Diverse Menu Options
- d) Customer Feedback Mechanism
- e) Dedicated Staff that display professional qualities and presentable appearance.
- f) Ability to ensure the maintenance of the stock of raw materials
- g) Cleanliness and Hygiene
- h) Any other inquiry/feedback from Client

The Committee considering all the aspects mentioned above will allot overall ratings to applicants in terms of EXCELLENT/VERY GOOD/GOOD/FAIR

**Step-3: Final Evaluation (Marking System):** Proposals shall be evaluated on the basis of their responsiveness to the RFP terms, applying the specified evaluation criteria and point system. During the Final evaluation stage, each Applicant shall be assigned different marks out of a total of 100 marks, as per the evaluation criteria specified as below:

Sr. No.	Criteria	Internal Division of Marks	Max. Marks (100)
(1)	(2)	(3)	(4)
1.	Experience of running and managing canteen services <ul style="list-style-type: none"> <li>• More than 10 Years</li> <li>• 5-10 Years</li> <li>• 3-5 Years</li> </ul>	15 Marks 12 Marks 10 Marks	15 Marks
2.	Average Annual Turnover during last 3 Financial Years <ul style="list-style-type: none"> <li>• Above 100 Lakhs</li> <li>• 75-100 Lakhs</li> <li>• 50-75 Lakhs</li> </ul>	20 Marks 15 Marks 10 Marks	20 Marks
3.	Client Status, Size of Contract & No. of Contracts	As per chart given below##	45 Marks
4.	Performance Rating by Tender Committee (as specified in Step-2 above) <ul style="list-style-type: none"> <li>• Excellent</li> <li>• Very Good</li> <li>• Good</li> <li>• Fair</li> </ul>	20 Marks 15 Marks 10 Marks 5 Marks	20 Marks

## Marks-allotment chart for criterion (3) above (as per basic eligibility criteria minimum no. of contracts of prescribed size required to be executed/entered during the last three year period is two contracts in number. Maximum marks to be allotted under this criterion shall be limited to any of the five contracts (contracts carrying higher marks) entered/executed during the last three years period.)

		Size of Contract														
		> 600 persons					400-600 persons					200-400 persons				
No. of contracts		5	4	3	2	1	5	4	3	2	1	5	4	3	2	1
Client Status	Corresponding Marks															
Govt./PSU		45	36	27	18	9	40	32	24	16	8	35	28	21	14	7
MNCs/Fortune India 500 List Companies		40	32	24	16	8	35	28	21	14	7	30	24	18	12	6
Other Organizations		35	28	21	14	7	30	24	18	12	6	25	20	15	10	5

- Based on the Final evaluation criteria, each Applicant will be given certain marks. The minimum qualifying marks is 70% (70 marks out of 100).
- The Most responsive applicant, based on the above specified final evaluation criteria, will be considered further for placement of contract after complete clarification/verification as decided by the department.
- The tender committee will evaluate and cross-check the correctness of data provided by the Applicants by making necessary enquiries with the concerned agencies.
- Further, without affecting the sanctity of the above criteria, the department reserves rights to relax any condition of eligibility criteria qualifying the proposal(s) based on merit of each case and if the situation so warrants in the interest of the department.

g) The results of the Tender Process will be communicated in writing to the Successful Applicant.

**4. Notification of Award**

- a) After determining the successful Applicant, the department shall issue a Letter of Intent (LOI) in duplicate, which will return one copy to the department duly acknowledged, accepted and signed by the authorized signatory, within seven (07) days of receipt of the same by the successful Applicant.
- b) The issuance of the Letter of Intent to the Applicant shall constitute an integral part of the Agreement and it will be binding to the successful Applicant.

*Date:*

*Place:*

*Stamp/ Seal of the Applicant  
Name and Signature of the  
Authorized Signatory*



**FORM-A**  
**COVERING LETTER**

(On the letter head of the Concern submitting the proposal)

To  
The Pr. Chief Commissioner of Income-tax,  
Aayakar Bhavan,  
Mumbai.

Ref: Tender No. \_\_\_\_\_ Dated \_\_\_\_\_  
Sir,

I/We hereby undertake to provide canteen and catering services at the office Premises of Income Tax Department in Air India Building, Mumbai, as specified in the RFP and agree to hold this offer open for a period of 120 days from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.

2. I/we have understood the Instructions to Applicants and Terms and Conditions of Contract as enclosed with the invitation to the tender and have thoroughly examined the specifications of services to be rendered and are fully aware of the nature of the services to be rendered and my/our offer is to supply the services strictly in accordance with the requirements.

3. Certified that I/we have the experience of more than \_\_\_\_\_ years in providing canteen & catering services and related works.

4. Details/documents required to be submitted with this proposal are enclosed as per prescribed Check list (Chapter-V of RFP).

5. I/We do hereby undertake that, until a formal notification of award, this proposal, together with your written acceptance thereof shall constitute a binding order between both the parties.

6. **Declaration by the Applicant:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Yours faithfully,

*Signature and stamp of the Applicant  
or Authorized signatory*

Dated this \_\_\_\_ day of \_\_\_\_\_ of 2018

**ANNEXURE-A  
CONTACT DETAILS FORM**

**General Details of Applicant**

1.	Name of The Company/Agency	
2.	Name and designation of Authorized Representative	
3.	Communication Address	
4.	Telephone & Mobile No.	
5.	Fax No.	
6.	E-Mail ID	

**Particular Details of the Applicant's Representative**

1.	Name of The Contact Person	
2.	Designation	
3.	Communication Address	
4.	Telephone & Mobile No.	
5.	Fax No.	
6.	E-Mail ID	

Date:  
Place:

*Stamp/Seal of the Applicant  
Name and Signature of the  
Authorized Signatory*

**ANNEXURE-B  
DETAILS OF PREVIOUS CONTRACTS**

Period of Contract	Name and Address of the Organization	Type of Organization i.e. Govt. /PSU /MNCs /Large Private Corporate /Others	Name of the contact person & Phone No.	Annual Value of contract	Contract Size#	Remarks

**Give details of current contracts, of similar services being rendered by you and which will be available for inspection by Tender Committee**

Period of Contract	Name and Address of the Organization	Type of Organization i.e. Govt. /PSU /MNCs /Large Private Corporate /Others	Name of the contact person & Phone No.	Annual Value of contract	Contract Size#	Remarks

#Contract Size means number of person per day per contract of contract period of minimum 1 year

Date:  
Place:

*Stamp/Seal of the Applicant  
Name and Signature of the  
Authorized Signatory*

**ANNEXURE-C**  
**DETAILS/PARTICULARS OF SATISFACTION GRADING**

(Furnish this information for each individual work from the employer for whom the work was executed)

1. Name of the contract and location
2. Agreement no.
  - a) Scope of Contract
  - b) Contract Cost
  - c) Date of start
  - d) Period
  - e) Amount of compensation/penalties levied, if any
  - f) Performance Report
    - i) Quality of Food - Excellent/Very Good/Good/Fair
    - ii) Resourcefulness - Excellent/Very Good/Good/Fair
  - g) Compliance of all statutory requirements- Yes / No

(Signature Seal of the Organization)

Date:

Place:

**ANNEXURE-D  
ANNUAL TURNOVER FORM**

Name of the Applicant/Agency:

Address:

Description	Financial Years#		
	Annual Turnover	2014-15	2015-16

# Financial Years may suitably be modified, as necessary.

Date:

Place:

*Stamp/ Seal of the Applicant  
Name and Signature of the  
Authorized Signatory*

**Note: to be certified by the Company Auditor with seal & signature.**

**ANNEXURE – E**  
**DECLARATION FOR AVERAGE ANNUAL TURNOVER**

1. This is to certify that the Average Turnover exclusively from the canteen & catering service activities for the last 3 Financial Years, i.e. FY 2014-15, 2015-16 and 2016-17 of my/our concern/firm/company is Rs.\_\_\_\_\_.

2. I/We also DECLARE that the amount of Average Annual Turnover exclusively from the canteen & catering service activities for Financial Years 2014-15, 2015-16 and 2016-17, as shown above, are true and correct to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of false/fabricated information under this declaration would lead to termination of my/our contract at any stage besides liabilities towards prosecution under appropriate law.

3. I/We hereby also enclose the work order(s) to prove the annual turnover exclusively from the canteen & catering service activities declared in the *para* 1 above.

Date:  
Place:

*Stamp/Seal of the Applicant  
Name and Signature of the  
Authorized Signatory*

**ANNEXURE – F**  
**INTEGRITY PACT BETWEEN**

**(To be submitted on Rs. 100/- stamp paper)**

**The Principal Chief Commissioner of Income-tax, Mumbai (represented by the Authorized Officer)**, having office at Room No. 373, 3<sup>rd</sup> Floor, Aayakar Bhavan, M.K. Road, Mumbai – 400 020, hereinafter referred to as the ‘the Department’,

AND

(Name of The Applicants and consortium members) ..... hereinafter referred to as "The Applicant/Service Provider".

**Preamble:** The Income – tax Department intends to award, under laid down organizational procedures, contract for Tender No. .... The Department values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Applicants. The Central Vigilance Commission (CVC) has been promoting Integrity, transparency, equity and competitiveness in Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has, recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government Organizations.

**Section 1. Commitments of the Department**

**(1)** The Department commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

(a) No employee of the Department, personally or through family members, will in connection with the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(b) The Department will, during the pre-contract stage, treat all APPLICANTs alike, and will provide to all APPLICANTs the same information and will not provide any such information to any particular APPLICANT which could afford an advantage to that particular APPLICANT in comparison to other APPLICANTs.

(c) The Department will exclude from the process all known prejudicial persons.

**(2)** If the Department obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Department will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case, while an enquiry is being conducted by the Department, the proceedings under the contract would not be stalled.

**Section 2. Commitments of the Applicant / Service Provider**

**(1)** The Applicant/Service Provider commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities, during pre-contract as well as post- contract stages. He commits himself to observe the following principles during the contract execution.

a. The Applicant/Service Provider will not, directly or through any other person or firm, offer, promise or give to any of the Department's employees involved in the execution of the contract or to any third person any material or immaterial benefit, which he/she is not legally entitled to, in order to obtain in exchange of advantage of any kind, whatsoever during the execution of the contract.

b. The Applicant/Service Provider will not enter with other Applicants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of proposals, or any other actions to restrict competitiveness, or to introduce cartelization in the RFP process.

c. The Applicant/Service Provider will not commit any offence, under the relevant Anticorruption Laws of India; further the Applicant/Service Provider will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Department, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Applicant will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the RFP process, proposal evaluation, contracting and implementation of the contract.

e. The Applicant/Service Provider will, when presenting his proposal, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.

f. The Applicant commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

g. The Applicant 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 Income-Tax Department.

(2) The Applicant/Service Provider will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3. Disqualification from or exclusion from future contracts**

1. If the Applicant, before award of contract, has committed a transgression, through a violation of Section-2 or in any other form, such as to put his reliability as Applicant, into question, the Department is entitled to disqualify the Applicant, from the tender process, or to terminate the contract, if already signed, for such reason.

2. If the Applicant/Service Provider has committed a transgression, through a violation of Section-2, such as to put his reliability, or credibility into question, the Department is entitled to disqualify the Applicant/Service Provider from the tender process, terminate the contract if already awarded and also, to exclude the Applicant/Service Provider from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined, by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the hierarchy of the concern of the Applicant and the amount of the damage. The execution will be imposed for a minimum of 6 months and maximum of 3 years.

3. The Applicant accepts and undertakes to respect and uphold, the Department's Absolute right to resort to and impose such exclusion and further accepts and undertakes, not to challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken.

### **Section 4. Compensation for damages**

1. If the Department has disqualified the Applicant, from the tender process prior to the award, according to Section-3, the Department is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Proposal Security.

2. If the Department has terminated the contract according to Section-3, or if the Department is entitled to terminate the contract according to Section-3, the Department shall be entitled to demand and recover from the Service Provider, liquidated damages equivalent to Security Deposit/Performance Guarantee or any other amount as per prevailing guidelines.

3. The Applicant agrees and undertakes to pay the said amounts, without protest or demur.

### **Section 5. Previous transgression**

1. The Applicant declares that, no previous transgression has occurred in the last 3 years, with any other company, in any country, or with any other Central/State Govt. organization or PSU, that could justify his exclusion from the award of the contract.



2. If the Applicant makes incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

3. The Applicant or any of its partners/directors, etc., should not have been blacklisted/debarred by any of the government agencies or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws, etc. by any court or any authority appointed to enforce any labour laws.

**Section 6. Equal treatment of all Applicants/Service Providers/Sub-Contractors**

1. The Applicant/Service Provider undertakes to demand from all sub-contractors, a commitment in conformity with this Integrity Pact, and to submit it to the Department before contract signing.

2. The Department will enter into agreements with identical conditions as this one which all Applicants, Service Providers and Sub-Contractor.

3. The Department will disqualify from the tender process all Applicants, who do not sign this part or violates its provisions.

**Section 7. Criminal charges against violating Applicants/ Service Providers**

1. If the Department obtains knowledge of conduct of an Applicant/Service Provider or Sub-Contractor, or of an employee, or a representative, or an associate of an Applicant/Service Provider, or Sub-Contractor, which constitutes corruption, or if the Department has substantive suspicion, in this regard, the Department will take necessary action accordingly.

**Section 8. Pact Duration**

1. This Pact begins when both parties have signed it. It expires 12 months after the last payment under the contract Agreement is made.

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

3. The Pact duration in respect of unsuccessful Applicants shall expire after 3 months of the award of the contract.

**Section 9. Other Provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Department, i.e. Mumbai, Maharashtra

2. Changes and supplements as well as termination notices, need to be made in writing, before they become effective and binding on the both parties.

3. If the Applicant / Service Provider is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement, to their original intensions.

For the Department  
Provider Place: Mumbai.

For the Applicant/Service

Witness-1 : .....

Witness-2 : .....

Date :

**ANNEXURE – G**  
**INDEMNITY BOND**

(To be executed by the Applicant on the Stamp Paper of Rs. 500/- subsequent to award of contract)

This INDEMNITY made on \_\_\_\_ (Date) \_\_\_\_ day of \_\_\_\_ (Month) \_\_\_\_ of 2018 between \_\_\_\_ (Name & Address of the Applicant) \_\_\_\_ (hereinafter referred to as the “Indemnifier”, which expression shall unless excluded by or repugnant to the context includes its executors, administrators, legal representatives and assigns ) of the ONE PART and the Income-tax Department (hereinafter referred to as “the Department” which expression shall unless excluded by or repugnant to the context includes its executors, administrators, legal representatives and permitted assigns) of the OTHER PART

2. WHEREAS by our Canteen & Catering Services contract agreement dated \_\_\_\_ between \_\_\_\_ and \_\_\_\_, I/we agree to provide Canteen & Catering Services w.e.f. \_\_\_\_ till 31<sup>st</sup> March 2019, which may be extended for a further period of 1 year at a time subject to maximum of 2 years extension at the discretion of the Department.

3. NOW THIS PRESENTS WITNESSES AS FOLLOWS:

Pursuant to the said Agreement and in consideration of the Premises, I/we, the Indemnifier hereby agree and undertake to indemnify and keep the Department indemnified

3.1 Against any claim which could arise under the Workmen’s Compensation Act, 1953 and/or under any statutory notification thereof or any of the labour laws or otherwise in respect of any damages or compensation in consequence of any accident, injury sustained, to lay off the workmen or personnel engaged by the Service Provider or other persons whose entry into the office Premises of Income Tax Department, Mumbai in Air India Building, Mumbai has been authorized by the Service Provider.

3.2. Against any loss to the property and assets of the Department which have been caused by negligence or unlawful activity of the personnel deployed by me/us in the Premises of the Department. We also indemnify that the decision of the administration as to the cost of damages caused shall be final and shall be deducted from outstanding dues of the Service Provider.

3.3 Against any claims, losses, expenses which the Department may suffer or incur as a result of breach of contract.

3.4 I/we further indemnify and keep the Department indemnified that the Service Provider will be responsible for the conduct of all workmen and personnel deployed by him and shall be legally liable for any harm or loss arising to any person whomsoever, in whatever form, from any misconduct or any act of negligence, omission or commission, whether intentional or otherwise, of the Service Provider or any of the workmen, personnel, agents and others deployed by the Service Provider in the course of providing any services stated in this contract, and will bear full responsibility and cost of the same.

3.5 I/we further agree that the indemnity hereinabove contained shall remain in full force and effect during the currency of the contract and that it shall continue to be enforceable till all dues under or by virtue of the said contract have been fully paid and all claims are discharged or till the Department is satisfied that the terms and conditions of the joint agreement have been fully and properly carried out by the Service Provider.

3.6 I/we also undertake not to revoke this indemnity during its currency of contract and the Department will not be liable for any loss or harm to any person within or outside the Premises of the Department from any act of omission or commission of any of the workmen & personnel, agents any others deployed by the Service Provider in the course of providing any services stated in this contract.

3.7 I/we also indemnify the Department and/or its employees against all actions, claims, costs, damages, proceedings, suits or any other consequences whatsoever which shall or may be brought or made against the Department and/or its Employees by anyone whomsoever or which the Department may pay, suffer or sustain due to non-compliance of terms and conditions of or representation therein by or on behalf of the Indemnifier.

3.8 Without prejudice to the above, I/we further indemnify that the Service Provider will be liable to reimburse the Department of any cost, legal liability, penalty or fine imposed on the Department by any authority, because of any misconduct or any act of omission or commission, whether intentional or otherwise, of the Service Provider or any of the workmen and personnel deployed by the Service Provider in the course of providing any services stated in this contract.

4. IN WITNESS WHEREOF THE above named (Name of Indemnifier) has/ have executed these presents on the day, month and year first written above Signed and delivered by the within named .....

IN THE PRESENCE OF  
WITNESS:

Signature(s) of the Indemnifier(s)

**ANNEXURE-H**

**DECLARATION, TO BE FURNISHED ON THE LETTER HEAD OF THE ORGANIZATION  
WITH REGARD TO NON - DEBARMENT, BY ORGANISATION**

**UNDERTAKING REGARDING NON - DEBARMENT**

To,

The Principal Chief Commissioner of Income-tax  
Mumbai.

I/We hereby confirm and declare that I/we, M/s \_\_\_\_\_, is not debarred for being convicted of an offence under the Prevention of Corruption Act, 1988; or the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract during the last 3 years.

I/We further declare that M/s \_\_\_\_\_ or any of its successors, if debarred under the Prevention of Corruption Act, 1988 shall not be eligible to participate in the procurement process of the Department for a period of 3 years from the date of debarment.

For \_\_\_\_\_

Place:

Signature of the Applicant

Date:

Name& Designation:

**ANNEXURE-I**  
**DECLARATION TO COMPLIANCE TO RFP**

I, \_\_\_\_\_ Son/Daughter/Wife of Shri  
\_\_\_\_\_ Proprietor/Partner/Director,  
authorized signatory of the Company /Agency /Firm \_\_\_\_\_ , is  
competent to sign this declaration and execute this RFP;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Signature of authorized person

Place:

Full Name:

Seal:

**ANNEXURE-J**

**Letter of Authorization for Attending Proposal Opening  
(To reach on or before date of proposal opening)**

Date:

To

The Principal Chief Commissioner of Income-tax,  
Mumbai.

Sir,

Subject: Authorization for attending proposal opening on .....(date)in the  
Tender for.....

Following persons are hereby authorized to attend the proposal opening for the  
tender mentioned above on behalf of ..... (Applicant) in order  
of preference given below.

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signature</b>
I.		
II.		

Signature and Seal of the Applicant  
Or  
Officer authorized to sign the proposal Documents  
on behalf of the Applicant

**Note:**

1. Maximum of two representatives will be permitted to attend proposal opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where proposals are opened may be refused in case authorization as prescribed above is not received.

**ANNEXURE – K**  
**CHECK-LIST**

TENDER FOR THE AWARD OF CANTEEN CONTRACT AT INCOME TAX DEPARTMENT  
OFFICE, AIR INDIA BUILDING, MUMBAI

Name and Address of the Applicant:

Name of the Authorized Representative of the Applicant(s):

(i)

(ii)

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sr. No.	Description of Requirement	Yes/No	Page No.
1.	Whether Demand Draft/Pay order of Rs. One Lakh for EMD enclosed?  If Yes, (i) Date & No. of the DD/Pay Order  (ii) Name of the Bank & Branch		
2.	Covering Letter – <b>Form-A</b>		
3.	Whether each page of the RFP is signed?		
4.	Contact Details Particulars as per <b>Annexure-A</b>		
5.	(i) Details of Previous Contracts as per <b>Annexure -B</b>  (ii) Whether copy of Work order enclosed?		
6.	(i) Details/Particulars of Performance Certificate as per <b>Annexure-C</b>  (ii) Whether copy of Performance Certificate issued by the respective organizations enclosed?		
7.	Details/Particulars of Annual Turnover as per <b>Annexure-D</b>		
8.	Whether Declaration to substantiate the claim that the Applicant has average annual turnover of Rs. 50 Lakhs or more exclusively from Canteen & Catering service activities for Financial Years 2014-15, 2015-16 & 2016-17 are enclosed as per <b>ANNEXURE-E</b>		
9.	Income-tax Returns for the last 3 assessment years, i.e. Assessment Years 2015-16, 2016-17 and 2017-18.		
10.	Balance Sheet and Profit & Loss account for the last 3 financial years, i.e. Financial Years 2014-15, 2015-16 and 2016-17.		
11.	Valid License under The Bombay Shops and		

	Establishment Act, 1948.		
12.	Certificate of Registration from Registrar of Companies or Registrar of Firms or Letter of Proprietorship.		
13.	Proof of address in the form of any of the documents such as copy of Telephone bill, Electricity Bill, Registered Lease Deed or Leave & License Agreement. Telephone bill and Electricity bill should not be more than three months old from the month of opening of Technical Proposal.		
14.	Certificate from ESI Corporation.		
15.	Certificate from EPF Organization.		
16.	Registration certificate under Contract Labour Act (Regulation & Abolition) 1970.		
17.	Registration certificate for Goods and Services Tax.		
18.	Integrity Pact, duly signed by the Applicant as per <b>ANNEXURE - F.</b>		
19.	Indemnity Bond as per <b>ANNEXURE - G.</b>		
20.	Undertaking by the Applicant in <b>ANNEXURE - H</b> that the Applicant has not been debarred by any procuring authority during the last 3 years.		
21.	Declaration to compliance to Tender as per <b>ANNEXURE - I</b>		
22.	Letter of Authorization for Attending Proposal Opening as per <b>ANNEXURE-J</b>		

Date:  
Place:

*Stamp/Seal of the Applicant  
Name and Signature of the  
Authorized Signatory*