



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

**PROPOSAL DOCUMENT DATED 23.04.2019**

**REQUEST FOR PROPOSAL**

**FOR**

**SETTING-UP, OPERATION & MANAGEMENT OF TEA/COFFEE KIOSK**

**AT**

**INCOME TAX DEPARTMENT OFFICE**

**KAUTILYA BHAVAN**

**C41-C43, G-BLOCK, BKC, MUMBAI**

<b>Last Date for Submission of Application:</b>	<b>14:00 Hours on 16.05.2019</b>
<b>Date of Opening of Technical Application:</b>	<b>15:30 Hours on 16.05.2019</b>

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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.**

Ref. No.: Pr. CCIT/MUM/Admin-III/KB-TCK/2018-19

Date: 23.04.2019

**NOTICE INVITING TENDER**

The Income - tax Department Mumbai, invites sealed proposals under two bid systems from reputed and established agencies having sufficient experience of running coffee outlet/café chains/lounge/facilities for setting-up, operation & management of tea/coffee kiosk at the Income Tax Department Office Building "Kautilya Bhavan" on Plot No. C-41 to C-43, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051, as per the 'Scope of Work', 'Terms & Conditions', and other details specified in the 'Proposal Document'.

2. Interested applicants 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.373, Aayakar Bhavan, M. K. Road, Mumbai - 400 020 on all working days up to 15.05.2019 from 11:00 hours to 17:00 hours. Last date for submission of proposal is 16.05.2019 till 14:00 hours. The date of opening of proposal is 16.05.2019 on 15:30 hours.



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

### **PROPOSAL DATA SHEET**

F. No.	Pr. CCIT/MUM/Admin-III/KB-TCK/2018-19 dated 23.04.2019
Nature of Work	Setting-up, operation & management of tea/coffee kiosk at Income Tax Department Office Building “Kautilya Bhavan”, BKC, Mumbai.
Date of Publishing of Proposal Document	23.04.2019
Proposal Document download start date / availability date	23.04.2019
Proposal Document availability last date	15.05.2019
Proposal Submission Start Date	24.04.2019
Proposal Submission End Date	16.05.2019 till 14:00 hours
Date of opening of Technical Bid	16.05.2019 on 15:30 hours
Date of opening of Financial Bid	The financial bid will be opened on the same day i.e. 16.05.2019 after completion of technical bid evaluation process or any other separate date notified by the tender committee.
Proposal documents can be obtained from:	Room No. 373, 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 Proposal Box kept at Office of Pr. Chief Commissioner of Income-tax, Room No. 373, Aayakar Bhavan, M. K. Road, Mumbai-400 020.
Place of Opening & Evaluation 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 2020 (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 shall give 7-days’ time from the date of signing of contract for mobilization of resources to start the Specified Work.
Earnest Money Deposit (EMD)	Rs. 1,00,000/- (Rupees One Lakh only)
<p>Note: Interested applicants are requested to visit the Income Tax Department Office Building “Kautilya Bhavan”, with prior appointment/permission from the authorized person, to understand the work requirement before submitting the application. 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 proposal document till due date. Any correspondence with respect to any clarification, should be addressed to: The office of ITO (HQ) Admin-III, Mumbai, Room No.373, Aayakar Bhavan,M. K. Road, Mumbai-400 020.</p>	

## **CHAPTER-I**

### **DEFINITIONS**

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

1. **“Request for Proposal (RFP) / Proposal Document”** means Proposal Document prepared by the Income Tax Department Mumbai to select contractor/service provider for setting-up, operation & management of tea/coffee kiosk at Income Tax Department Office Building “Kautilya Bhavan” and any other documents provided or issued during the course of the ‘RFP Process’.
2. **“Service/Specified Service/Prescribed Service”** means providing all services in relation to setting-up, operation & management of tea/coffee kiosk at Kautilya Bhavan including serving of food-items/beverages etc. within the Kautilya Bhavan premises and as per Scope of Work, Terms & Conditions & other specifications provided in this RFP document.
3. **“RFP Process”** means entire selection process comprising of issue of ‘Notice Inviting Tender’ to signing of contract in response to RFP.
4. **“Tender Committee”** means a committee, duly constituted by the Principal Chief Commissioner of Income Tax, Mumbai, to formulate & regulate the entire RFP process.
5. **“Income Tax Department Mumbai”** may also be referred to as “the department” in this proposal document and is represented by the Principal Chief Commissioner of Income Tax, Mumbai.
6. **“Income Tax Department Building/Premises/Office Premises”** means Office Building named “Kautilya Bhavan” situated on Plot No. C-41 to C-43, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051.
7. **“Contract / Agreement / Contract Agreement / 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.
8. **“Bidder/Applicant”** means the party who shall be offering the personnel, 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 proposal 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’, ‘Scope of Work’, and other specifications/conditions stipulated in the RFP.
9. **“Proposal/Application/Bid”** means the application made by applicant along with all the necessary documents.
10. **“Contractor/Service Provider”** means the applicant who has been selected to execute the given scope of work under this RFP.

11. **“LOI”** means the letter of intent issued by the department to the applicant who has been selected as ‘Contractor/Service Provider’ towards award of contract.
12. **“The Authorized Person”** means the officer(s)/official(s) of the Income-tax Department, Mumbai, appointed by the office of the Pr. Chief Commissioner of Income-tax, Mumbai as a nodal officer/committee for monitoring/coordinating with service provider vis-à-vis successful implementation/performance of the various contractual obligation under the RFP/contract.
13. **“Personnel(s)”** means person employed by the service provider under different categories viz. chef, helper, bearers, supervisors, any other persons/agents of the service provider, for the execution of ‘scope of work’ under the RFP/contract.

*Date:*  
*Place:*

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

**CHAPTER – II**  
**INVITATION TO APPLICANTS**

1. The Income Tax Department, Mumbai is set to open its new state-of-the-art office building named “Kautilya Bhavan” on Plot No. C-41 to C-43, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051.
2. The Income Tax Department Mumbai invites proposals under two bid system to select contractor / service provider, fulfilling the prescribed minimum eligibility criteria, for setting-up, operation & management of tea/coffee kiosk (provision & serving of tea/coffee, snacks, other non-alcoholic beverages, pastries, sandwiches, savory items etc.) as per ‘scope of work’ ‘Terms & Conditions’, and other details specified in this ‘Proposal Document’.
3. The specified service of setting-up, operation & management of tea/coffee kiosk is a service-contract in which the service provider has to serve food items as per approved Menu/Rate-list and as per standard brand specifications. All the expenses relating to setting up of kiosk/infrastructure shall be borne by the Service Provider. The kiosk structure being used shall not be a fixed structure but portable structure (i.e. kiosk structure/infrastructure should be of nature able to shift to any other suitable place within the premises whenever required). The service provider shall arrange for all the required raw cooking materials, cooking appliances/equipments, personnel viz. chef, bearers etc., transportation, any other labour and material expenses at his own cost and no cash subsidy shall be allowed by the department on any of the account. The department, however, will provide free space, free water and electricity for operation of Tea/coffee kiosk.
4. The above said tea/coffee kiosk is for the staff members and authorized visitors of the Income Tax Department. The Income Tax Department shall not guarantee any minimum order quantity.
5. The applicant should have good track record, manpower, financial capacity and relevant experience to execute specified services under the given “scope of work’.
6. The prescribed service-contract is to be executed as per the scope of work, terms & conditions, specifications, annexure and other details specified in the RFP/contract. The applicant has to abide by all the prevailing Central / State Government / Local Bodies’ rules & regulations governing the given scope of works under this RFP document.
7. Proposal documents can be obtained from Room No. 373, 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).
8. The sealed proposal/application, in prescribed Forms, 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.373, Aayakar Bhavan, M.K. Road, Mumbai-400 020 not later than 14:00 hours on 16<sup>th</sup> day of May 2019, along all other required documents/attachments/annexure.

9. Proposals (complete in all respect) received along with Earnest Money Deposit (EMD) shall be opened as per stipulated time and date indicated in the proposal document in presence of applicant/authorized representative of applicant, who have quoted and choose to be present for application opening process. Such applicants are requested to report not later than 15:00 hours on the specified date i.e. 16.05.2019. The representative from contractor/applicant agency should come with the Govt. ID Proof and valid authorization letter on the letter head of concerned applicant agency. Applications received without EMD shall be rejected straightaway.
10. A duly constituted tender committee shall evaluate eligibility criteria of applicants, and select successful applicant for awarding the contract as per selection/evaluation criteria prescribed in this behalf.
11. After determining the successful applicant, the department shall issue a letter of intent (LoI) in duplicate to the successful applicant who shall 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. The issuance of the letter of intent to the applicant shall constitute an integral part of the agreement and it shall be binding to the successful applicant.
12. The successful applicant, after receiving the letter of intent (LoI), shall enter into an agreement with the department, which shall be governed by the scope of work, terms & conditions, specifications, annexure and other details specified in the proposal document, within fifteen (15) days of acceptance of LoI.
13. The successful applicant, after entering into the agreement with the department, shall start rendering the prescribed services within 7 working days of signing the contract.
14. The cost of requisite stamp paper for contract document shall be borne by the service provider.
15. The Income Tax Department reserves the right to accept or reject any application, and to annul the RFP 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-III**  
**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:**

- a) The applicant should be in the business of running/operating up-market cafes (under its own brand name) in major cities including Mumbai with a market presence of at least 5 years as on 01.04.2019. These cafes should also fall under BMC's (in Mumbai) or equivalent certification (if in other cities) as top graded eateries when the grading system was/is in force.
- b) The applicant should also have minimum of continuous three years experience in running/operating such cafes (tea/coffee kiosk/stall) under yearly contract-basis for different clients [Government/PSU/MNCs/Large Private Corporate (Fortune India 500 Lists Companies)/Institutions] as on 01.04.2019.
- c) The Applicant should have minimum three currently running (self-owned) café in major cities including Mumbai and three running contract for any of the specified client categories as on 01.04.2019.
- d) The similarity and suitability of the experience shall be assessed by Tender Committee on the basis of documentary proof (copy of work-contract, agreement etc) furnished by applicants. Tender Committee may make cross-reference to confirm the documentary evidences. Application/Bid(s) without the documentary proof shall be liable for summarily rejection.

2. **Quality related Certificate:** The applicant should be certified under ISO 22000 food safety certification (valid certificate for the proposed contract period).

3. **Personnel:** The average minimum number of personnel on roll shall not be less than Hundred (100) under different categories viz. chef, helper, bearers etc., during financial years 2016-17, 2017-18 & 2018-19.

4. **Turnover Criteria:**

- a) The average turnover of the applicant for financial years 2015-16, 2016-17 & 2017-18 should not be less than **Rs. Five (5) Crores** from the similar line of business.
- b) The applicant should be an Income-tax assessee and should have filed return of income for the last assessment year i.e. AY 2018-19.
- c) The applicant should have his books of account (including Balance Sheet and Profit & Loss Account) audited for financial years 2015-16, 2016-17 & 2017-18.

5. **Licenses/Registration:** The applicant should have all necessary licenses/registration for running of tea/coffee kiosk issued by appropriate authority under Central/State Government/Local Bodies' rules & regulations, such as:

- a) FSSAI License
- b) GST Registration specifying for selling of bakery items and beverages
- c) Local Municipal Corporation Health License, Eating House License & Fire License (to be obtained within a month of receipt of award of contract).
- d) Labour License

- e) The applicant should have valid License under The Bombay Shops and Establishment Act, 1948 as amended from time to time.
- f) The applicant should be registered with ESI Corporation.
- g) The applicant should have valid certificate under EPF Organization.

**6. 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 application. EMD submitted by any other mode shall be rejected.
- b) The EMD is to remain valid for a period of 90 days beyond the application validity period (application validity period is 120 days from the opening date of the application). In case the RFP process takes longer than 90 days beyond the application validity period, the successful applicant shall 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) EMD of unsuccessful applicant shall be returned to him within 15 days of the completion of application evaluation process. However, no interest shall be paid on the EMD by the department.
- d) EMD of an applicant shall be forfeited, if the applicant withdraws or amends his application or impairs or derogates from the application in any respect within the period of validity of his application i.e. 120 days from the opening date of the application.
- e) EMD of the successful applicant shall be liable to be forfeited on account of any of the following conditions:
  - i) Fails to sign the contract/agreement within 15 days of the receipt of the letter of intent.
  - ii) Fails to furnish required security deposit in accordance with the terms of RFP document within the time frame specified by the department.
  - iii) Fails or refuses to honour the rate, quantity & quality fixed by the department with respect to different food items/services or part thereof.
  - iv) Fails to commence specified services within seven days of the award of contract.

**7. Security deposit/Performance guarantee (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. 1,00,000/- (Rupees One Lakh only) on account of performance security within 15 days of receipt of letter of intent. The performance bank guarantee shall 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 shall be encashed to the extent of any financial liabilities, which the service provider owes to the department for violation of any terms and conditions of the contract. If the financial liabilities are more than the performance bank guarantee, the service provider shall 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 furnish performance security within 15 days of receipt of letter of intent shall lead to forfeiture of EMD, cancellation of award of contract, and any other

action as per terms & conditions of this RFP document, and provisions of the relevant Act/rules regarding future debarment from public procurement/tender process etc.

e) 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.

8. 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 providing of specified services.

9. The applicants are liable to be disqualified even though they meet the eligibility criteria, if they have record of poor performance such as abandoning the works, not properly completing the contract, litigation history, or financial failures, requesting for claims not admissible under the contract conditions etc.

10. If the applicant does not meet any of the above requirements, his application shall be rejected summarily. No request shall be entertained for reconsideration.

*Date:*

*Place:*

*Read and accepted.*

*Signature and stamp of*

*Applicant or Authorized Signatory*

**CHAPTER-IV**  
**INSTRUCTION TO APPLICANTS**

The applicants are requested to submit their application, in compliance with the instructions which are, as under:

1. **Site-visit & General Inquiry:**
  - a) Prior to the submission of application, the applicants are requested to understand the work properly. The applicants, after receipt of the RFP document, may visit the Income Tax Department office/premises/service area, collect information, understand the work requirement, and satisfy himself about the location, and accessibility of site, nature/extent/character of services/work and obtain required clarifications, if any, in connection with the execution of the work. The applicant shall take prior appointment/permission from the authorized person of the department, before visiting the Income Tax Department office/premises/service area for above purposes.
  - b) Submission of proposal/application implies that the applicant has read this notice and has made him fully aware of the scope and specifications of the work to be done, local conditions and other factors having a bearing on the execution of the work.
  - c) The cost of any such visit shall be borne by the applicant.
2. **Technical Bid - Required Documents:** The applicant shall submit his technical bid in prescribed Proforma - **Form-A**. The applicant shall attach following documents to the duly filled application:
  - a) Self-attested copy of ISO 22000 certificate.
  - b) Self-attested copies of BMC's/equivalent certificate for top graded eateries.
  - c) Necessary certificates (viz. incorporation certificate, shop establishment, license etc.) to show 5 years market experience in major cities including Mumbai as on 01.04.2019.
  - d) Self-certified copies of work orders / copy of contracts/agreements issued by concerned organization to show continuous three year experience in running/operating cafes under contract for different clients as on 01.04.2019.
  - e) Necessary documents to show presence of currently running self-owned minimum three café in major cities including Mumbai and three contracts for setting-up & operating café for specified categories of clients as on 01.04.2019.
  - f) Self-certified copies of company auditors/chartered accountants' certificate for annual turnover from similar line of business during financial years 2015-16, 2016-17 & 2017-18.
  - g) Income-tax Return for Assessment year 2018-19.
  - h) Balance Sheet and Profit & Loss account for Financial Years 2015-16, 2016-17 & 2017-18.
  - i) Self-certified copies of PAN, PF Registration, ESI Registration, GST registration
  - j) Self-certified sample copies of Form 9A EPF & 5-Return of Contribution/challans to ESI for FYs. 2016-17, 2017-18 & 2018-19 to determine average number of personnel on his roll.
  - k) Self-certified copies of License/registration certificates as specified in Eligibility Criteria Chapter.
  - l) 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 (in a separate envelope).
  - m) Undertaking by the applicant, 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 he 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, and other undertakings in prescribed Proforma – **Annexure-A.**

- n) Proforma of Indemnity Bond, duly signed by the applicant as per **Annexure-B.**
- o) Proforma of Integrity Pact, duly signed by the applicant as per **Annexure-C.**
- p) Letter of Authorization, in duplicate, for attending the proposal opening process as per **Annexure-D.** One copy shall be submitted before opening of proposals.
- q) Check list, as per **Annexure-E,** along with the application, for all the documents, certificates etc. to be furnished along with application as per points 2(a) to 2(p) above.

3. In absence of the required documents, as listed in Para 2 above, the application is liable to be rejected at preliminary scrutiny stage i.e. verification of EMD & required documents, and in such case scoring/marks allotment to said application shall not be done. The successful applicant is required to produce the original copies of all the documents/certificates attached with application, for verification before the tender committee on separately notified date.

4. **Financial Bid:** The applicant shall submit duly filled & certified 'Financial Bid' in prescribed **Form-B** in a separately sealed Envelope.

5. **Other Procedural Requirements for Submission of Application:**

- a) The application, and other attached documents filed by the applicant shall be in the printed/typed form only.
- b) The application 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 application and documents attached/enclosed with the application must be signed and stamped. The applicant shall sign its application with the exact name of the concern to which the contract is to be awarded.
- f) Each applicant shall submit only one application either by himself 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 application, the applications are liable to be rejected.

6. **Sealing and Marking of Application:**

- a) The Technical Bid in prescribed **Form-A** along with all requisite/specified documents and EMD-envelope shall be placed in one sealed envelope super-scribed "**Technical Bid**".
- b) The Financial Bid in prescribed **Form-B** shall be kept in a separate sealed envelope super-scribed "**Financial Bid**".

- c) Both the above envelopes shall then be placed in one master envelope, sealed and super-scribed **“Application for Setting-up, Operation & Management of Tea/Coffee Kiosk at Income Tax Department Office Building “Kautilya Bhavan”, BKC, Mumbai”**.
- d) The RFP document – Chapter-I on Definitions, Chapter-II on Invitation to Applicants, Chapter-III on Eligibility Criteria, Chapter-IV on Instruction to Applicants, Chapter-V on Scope of Work, Chapter-VI on Terms & Conditions, and Chapter-VII on Proposal Evaluation, constitute integral part of application and shall be duly signed and stamped and returned with the application form.
- e) The applicant’s name, telephone number, email Id and complete mailing address shall be indicated on the outer cover of mailing/dispatch envelope.
- f) If the envelope containing application documents is not sealed and marked as required, the department shall assume no responsibility for the application’s misplacement or premature opening.
- g) If for any reason, it is found that the technical bid reveals the financial bid related details in any manner whatsoever, or, the financial bid is enclosed in the envelope super-scribed, **“Technical Bid”**, the bid document shall be summarily rejected in the first instance itself.
- h) The applicant should drop his application in the ‘Tender Box’ kept in Room No. 373, Office of Principal Chief Commissioner of Income-tax, Mumbai, Aayakar Bhavan, M.K. Road, Mumbai-400 020, by 14:00 hrs on 16<sup>th</sup> Day of May 2019, by post/courier/hand drop. Application sent through fax/email shall not be accepted.

**7. Correctness & Completeness of Application Documents:**

- a) All entries in the application 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 shall be permitted in the application. In such cases, the application shall be summarily rejected.
- b) The applicant is expected to examine all instructions, forms, terms & conditions, scope of work and specifications in the application document. Failure to furnish specified documents/information/non-compliance to any of the specified terms & conditions or submission of an application not substantially confirming to the application document in every respect shall result in rejection of the application at the preliminary scrutiny stage.
- c) Incomplete, incorrect and conditional applications shall be summarily rejected.
- d) 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 application/attached documents and/or check list would lead to rejection of the application at any stage besides liabilities towards prosecution/other penal action under appropriate laws.

**8. Deadline for Submission of Applications:**

- a) Application 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 applications being declared a holiday for the Income-tax Department, the applications shall 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 applications which shall be binding on all the applicants.

- c) Any application received by the department after the deadline for submission of applications, shall be rejected and shall not be opened.

9. **Modifications and Withdrawal of Applications:**

- a) No modification or substitution of the submitted applications shall be allowed. No applicants shall be allowed to withdraw after submission of applications; otherwise the EMD submitted by the applicant shall be forfeited. However, modifications & withdrawal of application 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 tender document, the department shall publish or communicate such modification or clarification in same manner as the publication or communication of the initial RFP document was made.
- c) In case a clarification or modification is issued to the RFP document, the department shall, before the last date for submission of application, 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 applications.
- d) Any applicant who has submitted his application in response to the original invitation shall have the opportunity to modify or re-submit it, as the case may be, or withdraw such application in case the modification to RFP document materially affects the essential terms of the contract, within the period initially allotted or such extended time as may be allowed for submission of application, after the modifications are made to the RFP document by the department and the application last submitted or the application 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 applications.
- f) In case of permitted withdrawal of application, the applicant shall produce withdrawal notice in Original only and each page of the notice shall be signed and stamped by authorized signatories.

10. **Requests for Information:**

- a) Applicants are required to direct all communications related to RFP document to the office of the ITO (HQ) Admin-III, Mumbai, Room No.373, Aayakar Bhavan, M. K. Road, Mumbai - 400 020.
- b) All queries relating to the application must be in writing only to the designated contact person. The department shall not answer any communication initiated by applicants later than five working days prior to the due date of opening of the applications.
- c) If the department, in its absolute discretion, deems that the originator of the question shall gain an advantage by a response to a question, then the department reserves the right to communicate such response to all applicants.

11. **Validity of Applications:** Applications shall remain valid for 120 days after the date of application opening prescribed by the department. An application valid for a shorter period shall be rejected by the department as non-responsive.

12. **Non-Transferability:** Applications made/submitted by the applicants are non-transferable.
13. The department reserves the right to reject the application having deviations from the prescribed terms and conditions and also without assigning any reason thereof. The department also reserves the right to retain applications once submitted. In case of any dispute, decision of the department shall be final and binding.

*Date:*

*Place:*

*Read and accepted.*

*Signature and stamp of*

*Applicant or Authorized Signatory*



**CHAPTER-V**  
**SCOPE OF WORK**

1. The service provider shall set-up/install, operate & maintain a State-of-Art Modern 'tea/coffee kiosk' and serve food-items/beverages etc. to employees & authorized visitors of the department in true professional manner. The service provider shall undertake all necessary jobs/activities in order to maintain high standards of quality & satisfaction whether such activities are elaborated herein or not.
2. **Infrastructure:** The department will offer space admeasuring approx. 100 – 120 sq. ft. for setting up a kiosk within the “Kautilya Bhavan” premise at designated location/floor. The service provider should be able to shift tea/coffee kiosk to any other suitable place within the building whenever required by the department (for Maintenance or any other circumstances). **All the expenses relating to setting-up/installing of Tea/coffee kiosk infrastructure shall be borne by the service provider.** The Service Provider, in consultation with the authorized person of the department & depending upon the demand-supply requirements, will provide/install tea/coffee vending machines on at least three different floors (other than the main kiosk).
3. **Provision/supply of cooking equipments/appliances etc.:** Cooking & preparation of food-items shall be done by means of electric cooking appliances, induction, hot plates, oven etc. only. The service provider shall accordingly arrange for all the required cooking equipments/refrigerators/tea vending machine/other appliances at his own cost.
4. **Provision/supply of crockery/raw materials/consumables etc.:** The Service Provider shall have to arrange for all crockery, disposable items, table linen, napkins and other accessories at his own cost for providing of satisfactory services.
5. **Menu:** The major items of menu, which the service provider would be expected to supply through Tea/Coffee Kiosk, are indicated in Schedule-A. The service provider, after his selection, will prepare a detailed menu with diverse food options and get approval of the same from the department; the service provider shall prominently display approved menu along with price on a display-board daily. 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.
6. **Food Service:** The Tea/Coffee Kiosk is a facility provided to the employees & authorized visitors of the department in addition to the regular staff canteen. The service provider shall offer across-the-counter service as well as room service within the Kautilya Bhavan premises. On receipt of official requisition letter, the service provider will also serve tea/ snacks etc. for various meeting of the department at the designated place.
7. **Required Number of Personnel:** The service provider shall deploy sufficient number of personnel viz. chefs, bearers etc. to ensure timely service of food items across-the counter as well as room service.
8. **Tea/Coffee Kiosk Timings:** The Tea/Coffee Kiosk is required to be run compulsory throughout the year and thorough the day of working time form 10.00 AM to 8.30 PM

on 5 days of every week (from Monday to Friday). However, depending on the exigencies, the service provider may be required to keep the Tea/Coffee Kiosk open on Saturday, Sunday and on any of the gazetted/closed holidays as per requirement of the department.

9. **Payment:** Tea/Coffee Kiosk shall be operated on Pay and eat basis. The amount shall be collected directly from the customers. The Agency/firm/company must USE CASHLESS FACILITY as per the direction of Government of India and POS/SWIPE machines should be installed in the counter in addition to Cash. Proper receipt/bill of each transaction should be provided to the concerned user failing which the serve will be assumed to be free of cost. For official function/meetings etc. the service provider shall supply food-items on credit sale basis on receipt of official requisition letter and shall raise bill accordingly thereafter.

10. **Other Scope:**

- a) The food items containing ingredient of good quality. Snacks and beverages should be of excellent quality and hygienic.
- b) The service provider shall make the arrangements for keeping all eatables in glass cover showcase from protection from flies and insects.
- c) Vegetarian and Non-Vegetarian food will be cooked, kept and served separately.
- d) The service provider should not keep any packed items for sale which has already surpassed the date of expiry.
- e) The service provider shall be responsible for maintaining hygiene at the allotted space and for the disposal of wastages generated from the Tea/coffee kiosk operations.
- f) No non-recyclable plastic or plastic container is allowed to use in the Kautilya Bhavan.
- g) The Service Provider shall strictly adhere to approved MENU CARD/RATE-LIST for quantity & price. The service provider shall maintain quality of the food items as per regular café/shop standards. In case of any over-charging/complaints of quality & quantity, the Service Provider is liable for Penalty as per Penal Clause of RFP.
- h) The prices of the packed or branded items sold by the service provider shall be MRP or approved price whichever is lower.

11. The Income Tax Department shall have the absolute right to determine, change and alter the periodicity /frequency of availability of various items / products, and operation-timings of the Tea/coffee kiosk from time to time during the contract period. The Income Tax Department shall also reserve the right to change the designated place/location of Tea/coffee kiosk within the “Kautilya Bhavan”, including increasing or decreasing the number of tea/coffee vending machines to be installed at different floors, from time-to-time as per its specific requirement during the contract period.

*Date:*

*Place:*

*Read and accepted.*

*Signature and stamp of*

*Applicant or Authorized Signatory*

**Schedule-A – Pattern of Menu/Food-items**

<b>Sr. No.</b>	<b>Item Name</b>	<b>Volume per unit</b>
1.	<b>Hot Coffees</b> Americano/Cafe Latte/ Cappuccino/ Filter Coffee	110 ML
2.	<b>Hot Tea</b> Cardamom/ginger Chai/Green tea/ Lemon tea/ Masala tea	110 ML
3.	<b>Health Drink</b> Badam Milk/ Boost/Horlicks	220 ML
4.	<b>Chillers (Slush)</b> Fresh Lemon /Guava Chiller/Jaljeera/ Lemon iced tea/Lychee Slush/Orange Slush	220 ML
5.	<b>Smoothies (Slush)</b> Cold Choco/Eskimo Coffee	220 ML
6.	<b>Small Eats</b> Hot N Spicy Veg Puff/ Veg Samosa	70 GM
7.	<b>Large Eats</b> Cheese Tomato Sandwich	85 GM
8.	<b>Sweet Treats</b> Nutty Fudge Brownie/ Truffle Cake	70 GM
9.	<b>Desserts</b> Belgian Choco shot/Mango Shot	25 GM
10.	<b>Soups</b> Tomato/Hot N Sour/Mixed Veg/ Sweet Corn Soup	220 ML

**The service provider will offer discounted/reasonable price for other food-items of final menu after due consultation & approval of the authorized person of the department.**

*Date:*

*Place:*

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

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

**1. Eligibility Criteria for Personnel**

- a) The service provider shall, prior to the commencement of the operation of contract, make available the list of all the personnel who shall be deployed at the Income Tax Office Premises for running of Tea/coffee Kiosk at Income Tax Department Office Building “Kautilya Bhavan”; the service provider shall furnish their proof of photo identity, present and permanent address, 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 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 personnel engaged by the service provider should have sound medical fitness and the service provider should also ensure that the above 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) The service provider shall not employ any child labour under any of the specified services.

**2. Duties /Liabilities/Responsibilities of the Service Provider:**

**a) Responsibility towards personnel**

- i)The service provider shall be responsible for engaging adequate number of personnel required for providing different services as per ‘scope of work’ within the service area, at his own cost.
- ii)The service provider shall issue employment cards to all the personnel and their wages must be paid to them on acquaintance roll by 10<sup>th</sup> day of every month.
- iii)The transportation, accommodation, food & beverage arrangements for personnel shall be sole responsibility of the service provider. No transportation/ accommodation/ food & beverage facility shall be provided by the department in its premises or elsewhere.
- iv)The service provider shall alone decide and be responsible for the leave or absence of his personnel and the department shall not in any way be responsible for sanction of leave, etc. to the said personnel. However, such leave/absence of personnel should in no way affect the proper execution of specified work/ services under the contract.
- v)The personnel 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 personnel or to take any action against them except as permissible under the law. Such personnel 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 personnel engaged by the service provider.
- vi)The Service Provider shall provide uniforms, hand gloves, head cap, aprons etc. to personnel employed by him for specified services.

- vii) All personnel shall be comprehensively insured for accidents and injuries by the service provider at his cost. 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 personnel.
- viii) Any liability arising out of any litigation (including those in the consumer courts) due to any act of personnel shall be directly borne by the service provider including all expenses/fines. The personnel shall attend the court, as and when required, in the said matter.
- ix) The Income Tax Department or its authorized person shall have the right to ask for immediate replacement of any person or personnel, who is not found to be competent and orderly or fit in any manner in the discharge of his duty.
- x) The service provider shall ensure:
- That his personnel wear Uniforms and Identity Cards in such a way that it is prominently displayed and visible so that any person can identify the individual representing the service provider.
  - That the personnel engaged by him are courteous & well behaved.
  - That the personnel engaged by the service provider shall not take any alcohol or intoxicants or be found in an inebriated state or smoking during the duty hours.
  - Proper discipline among his personnel and further ensure that they do not indulge in any unlawful activity.
  - That the personnel shall not take part in any staff union and association activities at the premises of the department.
  - That his 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 shall lead to immediate termination of contract, with forfeiture of Performance Bank Guarantee and/or other action as per law.
  - That a 'First Aid Box' shall be kept & maintained for his personnel at the designated place in the department premises.
  - That the service provider and the personnel engaged by him shall 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.

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

- i) The Service Provider will supply/use raw materials/consumables as per standard brand specification at his own cost.
- ii) The Service Provider shall be held responsible as per appropriate laws in case of any food poisoning and/or any adulteration issue is reported to the department on account of serving/supply of food-items by the service provider within the Kautilya Bhavan Premises.
- iii) 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.

- iv) The Service Provider shall bring his own tools, appliances, equipment, crockery items, disposable accessories etc., in sufficient quantity as needed to maintain the satisfactory services.
- v) The Appliances/Equipment and Consumables required for tea/coffee kiosk 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 necessary food-license / eating house license, health license, Fire NOC or any other license required for the running of prescribed tea/coffee kiosk from the “Kautilya Bhavan” at his own cost.**
- ii) The Service Provider shall also comply with all other acts and rules including Food License / Weight and Measurement Certification, Prevention of Food Adulteration Act 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. 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.
- iii) The service provider shall fulfill all statutory requirements pertaining to minimum wages and other statutory benefits like ESI, EPF, leave payment, bonus etc., and proper account of payments including minimum wages being made to his personnel.
- iv) The service provider shall be responsible for payment of any compensation under the Employees’ Compensation Act, 1923 that may arise and other statutory requirement with respect to personnel engaged by him for execution of specified services under contract, at his own cost.
- v) 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 personnel employed by him at the Income Tax Office premises.
- vi) The service provider shall abide by all laws of the land including labour laws (ESI, PF, Bonus, Income Tax, Service Tax or any other extra taxes levied by the Government), Companies Act, Tax deduction liabilities, welfare measures of its personnel and all other obligation that are not essentially enumerated and defined herein and the department shall not be responsible or be involved in any way whatsoever. 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.

**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 specified services / for health & safety of his personnel etc. The service provider has 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 “Kautilya Bhavan Building/BKC Area” 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 “Kautilya Bhavan” Building.

**e) Use of facilities provided by the department:**

- i) The Service Provider shall not use the given/allotted space for any other activity except for the purpose for which it has been provided for. Preparation and storage of food in the kiosk for supply outside the office complex shall be strictly prohibited.
- ii) The service provider shall not make any alterations or additions or use the kiosk space provided in the premises for any other purposes.
- iii) The department shall provide free water and electricity to operate the required equipments/appliances etc. 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 kiosk. 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.
- iv) 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 shall attract deterrent action against him as per statutory norms.

**f) Other Responsibilities:**

- i) The service provider shall perform the specified services as per the scope of work and with due regard to the convenience of the department. The orders of the authorized person shall be strictly observed.
- ii) In case of any theft, breakage, pilferage of any fixture, fittings, furniture, equipment, appliances etc. (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 personnel on duty, the department shall have full power to recover the loss in full from the service provider and terminate the contract itself with forfeiture of performance guarantee.
- iii) 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. 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.
- iv) The Service Provider should make himself fully acquainted with all the conditions and circumstances under which the specified services under the contract shall have to be performed 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 product/item-rate or to evade any of its obligations under the contract.

**g) Supervision**

- i) The service provider shall provide adequate supervision to ensure correct performance of the personnel engaged by him in accordance with the prevailing assignment instructions agreed upon between the department and the service provider.
- ii) Feed-back book shall be kept in the kiosk for recording any complaint or suggestions from the staff member of the department and shall be produced for inspection as and when required. Decision taken by the department shall be final in all these complaints/suggestions.
- iii) In case of non-conformity to pricing, quantity, quality and hygiene of food items/meals supplied by the kiosk, 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 & quantity of the food items.
- iv) 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.

3. **Record Keeping:** The service provider shall maintain all the records and documents under various labour laws, food licenses laws, shops & establishment act/rules applicable to his establishment and make said records available at the department premises as when required (Original/photocopies of these records should be handed over after completion of the contract to the authorized person of the department).

4. **Tenure of the Contract:** The contract is valid initially for a period commencing from date of signing of contract to 31.03.2020. The Contract period ending on 31.03.2020 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 extension of 2 years.

5. No escalation in the product/item-wise rates, for any reason, whatsoever, shall be allowed during the one year period from the date of commencement of services. An increase maximum upto 10% in rate/price of different food-items may be allowed to the service provider after one year period, keeping in account the relevant cost inflation data, subject to fulfillment of other terms & conditions of the contract.

**6. Penalty:**

- a) In case the Service Provider fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract the department reserves the right to impose the penalty and the same shall be recoverable from the Service Provider.

Offences	Penalties ( In Rupees)
Personnel not found displaying photo ID	100/- per instance.
Personnel not in proper uniform	500/- per instance.
Personnel indulging in	1000/- with removal of the offender



smoking/drinking/sleeping or any other misconduct during duty hours	
Refusal to perform duties, loitering, any instance of misbehavior or indiscipline etc.	1000/- with removal of the offender
Unauthorized replacement of any personnel	1000/- per instance per personnel
Serving of Food less than prescribed quantity	1000/- per instance
Use of low grade raw materials/consumables	5000/- per instance
Non-adherence to approved price-list	1000/- per instance
Complaints are not registered or not redressed	500/- per instance
For any other breach, violation or contravention of any terms and conditions	1000/- shall be imposed per day

- b) In case of default in furnishing of police verification and medical/health verification certificate for 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.
- c) In case of recurrent default in satisfactory performance of specified services, supply/use of substandard materials/consumables etc., not conforming to the contract agreement 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 any of the defaults mentioned above in one month and 10 instances of such defaults in a year shall be treated as recurrent defaults.
- d) The penalty provisions apply to all the work covered in under the contract. The decision of the Income Tax Department in this regard shall be final and binding.

#### 7. **Indemnity:**

- a) The service provider, 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 personnel or other persons whose entry into the department's premises has been authorized by him.
- b) The service provider, 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 personnel or other persons whose entry into the department's premises has been authorized by him. Decision of the department as to the cost of damages caused shall be final and shall be recovered from the service provider.
- c) The service provider, 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-B**, 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 should also undertake not to revoke this indemnity during its currency of contract.

- d) The service provider shall be responsible for the conduct of all the 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 and/or personnel or other persons whose entry into the department's premises has been authorized by him in the course of providing any services stated in this contract, and shall bear full responsibility and cost of the same. The department shall 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 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 shall 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 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.

8. **Right to alter work-order:** The department shall be free to either reduce or increase the quantum of work order prescribed in this RFP Document on the same terms & conditions during the contract period. This right to alter work includes providing similar services i.e. setting-up, operation & management of tea/coffee kiosk at any other office premises of Income Tax Department, Mumbai on similar terms & conditions as prescribed in this RFP document.

9. **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 document, 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 shall be encashed; the service provider shall be blacklisted and the specified services shall 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) In case, any documents/declaration furnished by the service provider 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, and Local Bodies Rules & Regulations etc. 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 performances of the specified services provided by the service provider are 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 shall 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 shall 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 shall 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 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 shall obtain 'NOC' from the authorized person regarding handing over of any of the department's property in his possession, 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 specified services will always remain with the department, even when the Premises are in use or occupation of the Service Provider for running of tea/coffee kiosk facility. The Service Provider shall vacate the Premises immediately after termination of contract.

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 tender document so as to overcome any problem encountered at any stage.

13. **Debarment from Tender 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 tender process. Notwithstanding anything to the contrary contained herein, the department may reject a application 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 tender process.
  - ii) Without prejudice to the rights of the department under Clause 13(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 tender 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 tender 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 himself 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 himself 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 tender process or (II) save and except as permitted, engaging in any manner whatsoever, whether during the tender 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 execution of specified work order 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 execution of the specified work order;

II. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the tender 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 tender 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 tender 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 Tender 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 13(b) above shall not be eligible to participate in application 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 his 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.

#### 14. **Disclaimer:**

a) 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 /changes in case found necessary for improvement of the prescribed facilities.

- b) Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the department shall be considered applicable at the time of any dispute/following any statutory rules.
- c) In the event conflicting conditions are found in any of the documents forming part of this RFP document/contract/agreement, the Income Tax Department, Mumbai shall clarify the intended condition and same shall prevail.
- d) In case of any conflict between the provisions stipulated in this RFP document and the prevailing laws, the provisions contained in the extant law and the original instructions (such as General Financial Rules 2017) shall prevail.

*Date:*

*Place:*

*Read and accepted.*

*Signature and stamp of*

*Applicant or Authorized Signatory*

**SECTION-VII**  
**PROPOSAL EVALUATION**

**1. System of selection of Service Provider:**

- a) Quality & cost based selection under two bid systems shall be followed where the tendering evaluation shall be done on weightage with 40% to technical evaluation and 60% for financial evaluation.
- b) The tender committee appointed by the department shall regulate proposal/application opening and evaluation process.
- c) Technical bid (Un-Priced Bid) shall be opened as per schedule indicated in the RFP document. The date fixed for opening of technical bid, if subsequently declared as holiday, revised date of schedule shall be notified. However, in absence of such notification, the technical bid shall be opened on next working day at same time.
- d) The financial bids (Price Bid) of only those applicants, whose technical bids are qualified, shall be opened. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified applicants during the technical evaluation process.
- e) After opening of the technical bids and verifying the required documents and EMD amount, the technical bids shall be evaluated later to ensure that the applicants meet the essential criteria as specified in the RFP document.
- f) Applications/bids shall be declared as valid or invalid/rejected based on the preliminary scrutiny, i.e. verification of EMD & required documents. However, detailed evaluation for marking/scoring purpose shall be done only in respect of valid Bid.
- g) No applicant shall contact the department on any matter relating to his application from the time of the application opening till the time of issue of letter of intent. All applicants are strongly advised to furnish all material information in the application itself.
- h) Any effort by an applicant to influence the Income-tax Department in its decisions on application evaluation, application comparison or award of contract decision shall result in rejection of the application.
- i) Where the application has been signed by the authorized representative on behalf of the applicant concern/agency, 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 application, which is not supported by adequate proof of the signatory's authority).
- j) No alteration shall be made in any of the terms and conditions of the application document by scoring out. In the submitted application, no variation in the conditions shall be admissible.

**2. Technical Bid Evaluation**

- a) The technical bids shall be evaluated based on the available documents submitted by the applicant. To assist in the examination, evaluation, and comparison of the bids, and qualification of the applicants, the department may, at its discretion, ask any applicant for a clarification of his bid. Any clarification submitted by an applicant that is not in response to a request by the department shall not be considered. The request of department for clarification and the response shall be in writing only.
- b) If an applicant does not provide clarifications of his bid by the date and time set in the request of department for clarification, his bid may be rejected.

- c) The tender committee/department reserves right to cross-check the correctness of data provided by the applicants by making necessary enquiries with the concerned agencies and/or by site visits as deemed fit.
- d) The technical bid evaluation shall be done on the basis of the following marking/scoring criteria (each applicant shall be assigned different marks out of a total of 100 marks):

Sr. No.	Criteria			
A	<b>Total years of experience</b> in running/operating Cafés under own brand name as on 01.04.2019 (applicant has to show supporting documents viz. incorporation certificate, shop establishment etc.) (maximum marks under this parameter 15 marks)	5 to 7 years	>7 up to 10 years	> 10 years
		5 marks	10 marks	15 marks
B	<b>Total years of experience</b> in running/operating Cafés under contract for clients as on 01.04.2019 (applicant has to show supporting documents viz. copy of agreement, work-orders etc.) (maximum marks under this parameter 15 marks)	3 to 5 years	>5 up to 10 years	> 10 years
		5 marks	10 marks	15 marks
C	<b>Total Number of Regular Outlets/cafes (self-owned or franchised) as on 01.04.2019</b> (applicant has to show supporting documents viz. incorporation certificate, shop establishment, copy of agreement, work-orders etc.) (maximum marks under this parameter 15 marks)	3-5 Outlet	6-10 Outlet	> 10 Outlets
		5 marks	10 marks	15 marks
D	<b>Total Number of running contracts/client for providing of specified services as on 01.04.2019</b> (applicant has to show supporting documents viz. copy of agreement, work-orders etc.) (maximum marks under this parameter 15 marks)	3-5 contract	6-10 contract	> 10 contract
		5 marks	10 marks	15 marks
E	<b>Average turnover</b> (determined from balance sheet/P&L account & auditor's/CA certificate for FY 2015-16, 2016-17 & 2017-18) (maximum marks under this parameter 20 marks)	5 Crore to 10 Crores	>10 Crores up to 15 Crores	>15 Crores
		10 marks	15 marks	20 marks
F	<b>Average number of personnel during FY 2016-17, FY 2017-18 &amp; FY 2018-19</b> (determined from sample copies of Form 9A EPF & 5-Return/challan of Contribution to ESI) (maximum marks under this parameter 20 marks)	100 to 150	>150 to 350	>350
		10 marks	15 marks	20 marks

- e) **An applicant should mandatorily secure a minimum of 60% marks** (i.e. 60 marks out of total 100 marks as per marking/scoring table above) in technical evaluation in order to be a qualified applicant/bidder for opening of financial bids. If



none of the applicant reaches the cut-off of 60 marks, the tender committee may consider the top five-scorer as technically qualified bidder or any other cut-off marks as deemed fit in the interest of the department.

- f) **The total marks obtained by an applicant/bidder in the technical bid (as per marking/scoring table above) shall be allocated 40% of technical weightage and the financial bid shall be allocated 60% of the financial weightage, and thereby making a total of 100% weightage for the complete bidding.**

**Illustration 1 (for technical weightage)**

*If an applicant has secured 80 marks out of the total 100 marks in technical evaluation after following marking table above, his technical **evaluation score/marks shall be: 32** i.e. {80 x40%}*

- g) The applicant shall be required to produce original/self-certified copies of the relevant documents in support of marking criteria prescribed in table above in addition to the documentary evidences of other parameters, for being considered during technical evaluation.
- h) The technical bid not meeting the essential minimum criteria or any other requirements as per the tender document shall be rejected and corresponding financial bid shall not be opened.
- i) The applicant who qualified in the technical evaluation stage shall be intimated for opening of financial bids. Tender committee/department shall intimate the qualified applicants, the date & time for the financial bid opening during the technical evaluation process/technical bid opening day (generally on same day after completion of technical bid evaluation process).

**3. Financial Bid (Price Bid) Opening & Evaluation Procedure**

- a) The financial bids of all the technically qualified applicants shall be opened on the notified date and time in the presence of technically evaluated applicants/authorized representatives.
- b) In the prescribed menu-pattern, common categories of food items have been grouped under specific 'item-name'; bidder/applicant has to quote single rate for all the foods-items falling under same 'item-name'.
- c) **The financial evaluation shall be done as per following formula:**

<b>Sr. No.</b> <b>(1)</b>	<b>Item Name</b> <b>(2)</b>	<b>Approximate Unit for evaluation purpose</b> <b>(3)</b>	<b>Price quoted per unit</b> <b>(4)</b>	<b>Evaluated Price</b> <b>(5)</b>
1.	<b>Hot Coffees</b>	200	A	200 X A
2.	<b>Hot Tea</b>	200	B	200 X B
3.	<b>Health Drink</b>	50	C	50 X C
4.	<b>Chillers (Slush)</b>	20	D	20 X D
5.	<b>Smoothies (Slush)</b>	20	E	20 X E

6.	<b>Small Eats</b>	50	F	50 X F
7.	<b>Large Eats</b>	25	G	25 X G
8.	<b>Sweet Treats</b>	20	H	20 X H
9.	<b>Desserts</b>	20	I	20 X I
10.	<b>Soups</b>	50	J	50 X J
<b>Total Evaluated Price = Sum Total of Column No. 5</b>				

- d) Mere becoming the bidder with lowest ‘total evaluated price’ shall not give any right to the bidder to claim that he is successful in the bidding process. The successful bidder shall be decided only after following due procedure explained in subsequent paragraphs.
- e) The financial evaluation shall be carried out and financial bids of all the technically qualified applicants/bidders shall be given 60% of weightage.
- f) The applicant/bidder with the lowest ‘total evaluated price’ shall be assigned full 60 marks (i.e.60% x 100) and his total scores of the bid shall be as per Illustration 2 below:

**Illustration 2**

*If the applicant/bidder at Illustration 1 is bidder with lowest ‘total evaluated price’ and his ‘total evaluated price’ is Rs.100/-, then his total marks shall be **92** i.e. [32 (Technical marks) + 60 (Financial marks)]*

- g) The financial scores of the other applicants/bidders (i.e. 2<sup>nd</sup> Lowest ‘Total Evaluated Price’ 3<sup>rd</sup> Lowest ‘Total Evaluated Price’...and so on) shall be computed as under (explained at Illustration 3 below):

**60 x Lowest ‘Total Evaluated Price’/ Respective ‘Total Evaluated Price’ (2<sup>nd</sup>, 3<sup>rd</sup> ....)**

**Illustration 3**

*If the applicant/bidder at Illustration 1 is bidder with 2<sup>nd</sup> lowest ‘total evaluated price’ (in Price bid) with his ‘total evaluated price’ is Rs.125/-, then 60% being the weighted value, the financial scores for such 2<sup>nd</sup> bidder shall be computed as under*

$$\frac{60 \times 100 \text{ (lowest ‘total evaluated price’)}}{125 \text{ (2<sup>nd</sup> lowest ‘total evaluated price’)}} = 48 \text{ (financial score)}$$

*Therefore, such 2<sup>nd</sup> bidder shall have total score of **80** (32 Technical score + 48 Financial score)*

- h) The applicants/bidders’ ranking shall be arranged depending on the marks obtained by each of the applicant both in technical evaluation and financial evaluation together.
- i) The applicant meeting the essential criteria and with the highest marks/rank (i.e. the total of technical evaluation marks and financial evaluation marks) shall be

deemed as the successful applicant/bidder and shall be considered successful bidder for further processing.

4. **Dealing with application when there is a “Tie”:** In case of a tie for successful bidder, applicant having higher financial scores shall be considered as successful bidder. In case of applicants having same technical as well as same financial scores, the tender committee may conduct draw of lots and/or choose any other option to declare successful bidder. Decision taken by the tender committee, in this regard, shall be binding to all the applicants contesting for successful bidder position.
5. If there is a discrepancy between words and figures, the amount in words shall prevail.
6. Further, without affecting the sanctity of the above criteria, the department reserves rights to relax any condition of eligibility criteria qualifying the application(s) based on merit of each case and if the situation so warrants in the interest of the department.
7. The results of the RFP process shall be communicated in writing to the successful applicant.

*Date:*

*Place:*

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

**FORM-A  
TECHNICAL BID**

1. EARNEST MONEY DEPOSIT (EMD)	Demand Draft No. _____ dated _____ for Rs. _____ (Rupees _____ only) drawn on ( Name of the Bank)_____ in favour of <i>Zonal Accounts Officer, CBDT</i> , payable at Mumbai (To be enclosed with proposal/ application in a separate envelope)
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Applicant/Contractor Agency Profile		
Sr. No.	Required Information	
1.	Name and registered address of the agency/firm/company	
2.	Legal status & incorporation details of business establishment (individual / proprietor, partnership firm, limited company, corporation, cooperative society, etc.) <i>(Please attach self-certified copies of incorporation certificate viz. Certificate of Registration from Registrar of Companies or Registrar of Firms or Letter of Proprietorship)</i>	
3.	Name, designation, and telephone nos. of the contact person/authorized representative Tel. No. Mob. No. Fax No. E-mail id	
4.	Month and Year of commencement of 'running/operating of Café business. <i>(Please attach proof as prescribed)</i>	
5.	Statutory details <i>(Please attach self-attested photocopies)</i> <ul style="list-style-type: none"> <li>• Registration number of the agency (As per Shop and Establishment act.)</li> <li>• Labour License Number/ Registration number under the Contract Labour Act.</li> <li>• Food License details</li> <li>• PAN No.</li> <li>• PF - Registration number</li> </ul>	

	<ul style="list-style-type: none"> <li>• ESI – Registration number</li> <li>• GST – Registration number</li> </ul>						
6.	Quality Certificate details <ul style="list-style-type: none"> <li>• ISO 22000</li> </ul> <i>(Please attach self-attested photocopy)</i>	Certificate No.	Year of issue				
7.	Income Tax Return details for AY 2018-19 <i>(Please attach ITR acknowledgment)</i>	Gross Income					
8.	Existing personnel on roll <i>(Please attach self-attested copies of Form 9A EPF, 5-Return, challans of Contribution to ESI as prescribed)</i>						
9.	List of present and past clients for which prescribed services are given/provided under yearly contract basis (Please use separate sheet, if required) as per the following format. The information provided will facilitate evaluation of proposal/application. <i>(Please attach self-certified copies of work orders issued by concerned organization for previous as well as ongoing contracts, duly indicating the specified key indicators)</i>						
	Sr. No	Name of the organization with complete postal address	Name and designation of the contact Person with Tel./ Mobile No (s)	Contract Start Date	Contract End Date	Nature of work	Annual value of contract
10	Details regular outlets/cafes (self-owned or franchised) as on 31.03.2019 <i>(Please attach supporting documents viz. incorporation certificate, shop establishment, copy of agreement, work-orders etc.)</i>						
	Sr. No	Outlet Address	Name and designation of the contact Person with Tel./ Mobile No (s)	Ownership /franchise status			
11.	<b>Financial Capabilities.</b> Please provide the following details vis-à-vis turnover & attach year-wise audited balance sheet and P&L account (Statement of accounts) from FY 2015-16. <i>Please also attach self-certified copies of company auditors/chartered accountants' certificate for annual turnover &amp; certifying that the applicant is engaged in specified business during the intended period)</i>						
	<b>Details</b>	FY 2015-16	FY 2016-17	FY 2017-18			
	Annual Turnover						
12.	Details of pending litigations, details of terminated/abandoned contracts due to litigation. If yes, please provide complete details with nature of complain/litigation <i>(If there is pending litigation, terminated/abandoned contracts due to litigations and other cases, the</i>						

	<i>tender applications are liable to be rejected as per terms &amp; conditions of the tender document)</i>	
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*Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the documents above shall render the application to be rejected.*

I, \_\_\_\_\_ Son/Daughter/Wife of  
 Shri \_\_\_\_\_ Proprietor/Partner/Director, authorized  
 signatory of the Company /Agency /Firm \_\_\_\_\_ , is competent to sign  
 this proposal/ application form;

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

3. The information/documents furnished along with the above application are true and correct 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 proposal at any stage besides liabilities towards prosecution under appropriate law.

Date: \_\_\_\_\_ Signature of authorized person

Place: \_\_\_\_\_ Full Name:

Seal:

**FORM-B  
FINANCIAL BID**

Having examined the tender document, inspected the Income Tax Department Office Premises “Kautilya Bhavan”, Mumbai and having submitted the technical bid, in prescribed Form-A, for the same, I/we, the undersigned, hereby submit the financial bid for specified food-items, as under:

Sr. No.	Item Name	Volume per unit	Approximate Unit for evaluation purpose	Price quoted per unit	Evaluated Price
(1)	(2)	(3)	(4)	(5)	(4) X (5)
1.	<b>Hot Coffees</b> Americano/Cafe Latte/ Cappuccino/ Filter Coffee	110 ML	200		
2.	<b>Hot Tea</b> Cardamom/ginger Chai/Green tea/ Lemon tea/ Masala tea	110 ML	200		
3.	<b>Health Drink</b> Badam Milk/ Boost/Horlicks	220 ML	50		
4.	<b>Chillers (Slush)</b> Fresh Lemon /Guava Chiller/Jaljeera/ Lemon iced tea/Lychee Slush/Orange Slush	220 ML	20		
5.	<b>Smoothies (Slush)</b> Cold Choco/Eskimo Coffee	220 ML	20		
6.	<b>Small Eats</b> Hot N Spicy Veg Puff/ Veg Samosa	70 GM	50		
7.	<b>Large Eats</b> Cheese Tomato Sandwich	85 GM	25		
8.	<b>Sweet Treats</b> Nutty Fudge Brownie/ Truffle Cake	70 GM	20		
9.	<b>Desserts</b> Belgian Choco shot/Mango Shot	25 GM	20		
10.	<b>Soups</b> Tomato/Hot N Sour/Mixed Veg/ Sweet Corn Soup	220 ML	50		
<b>Total Evaluated Price = Sum Total of (4) X (5) =</b>					

**Total Evaluated Price (In words)** \_\_\_\_\_  
**Rs.** \_\_\_\_\_/-

**UNDERTAKING:**

1. I/We hereby certify that the information's furnished above are true and correct to the best of my/our knowledge and belief. In case any discrepancy is found in the above statement at any stage, the contract shall be liable to be terminated.
2. I/We also certify that the rates have been quoted after understanding properly the ‘Scope of Work’, ‘Terms & Conditions’, and other details specified in the ‘RFP Document’

Date:  
Place:  
Seal:

Signature of authorized person  
Full Name:  
Name of the applicant/bidder agency  
Full Postal Address & Tel. No.

## **ANNEXURE-A**

### **UNDERTAKING LETTER**

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

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

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

I/We hereby undertake to provide services for Setting-up, operation & management of tea/coffee kiosk at the Income Tax Department Office Building “Kautilya Bhavan”, Mumbai, as specified in the RFP document and agree to hold this offer open for a period of 120 days from the date of opening of the proposal. I/we shall be bound by a communication of acceptance issued by you.

2. I/we have understood the Instruction to Applicants and Terms and Conditions, Scope of Work, other details, aspects of the RFP document 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. I/We hereby certify that we have the sufficient experience of more than \_\_\_\_\_ years in providing specified services. I/we further certify that we have required personnel capacity and other resources to successfully execute the given scope of work.

4. I/We hereby certify that we have sufficient financial capacity and ability to make payments of wages & fulfill statutory obligations under the contract.

5. I/We hereby certify that we have ability to fulfill all statutory dues imposed by State/ Central Government/ Local Bodies in present and future with respect to this RFP contract.

6. I/We do hereby undertake that, if our proposal is accepted, we commit to submit a performance guarantee/ security deposit in accordance with the RFP document.

7. I/We hereby certify that we have all the necessary/required documents/certificates/licenses, as enumerated under this RFP document and also as required under the laws. We have attached self-certified copies of all the required documents with the proposal/application form.

8. I/We also accept all the terms and conditions of this RFP document and undertake to abide by them, including the condition that you are not bound to accept highest ranked application or any other application that you may receive.

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



10. I/we hereby declare/undertake that there are no previous work/service contracts undertaken by us which have been terminated/ abandoned due to litigations/complaints.

11. 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.

12. 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.

**Declaration by the Applicant:**

This is to certify that I/We before signing this application 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 2019

**ANNEXURE-B**  
**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 2019 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 contract agreement dated \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_, I/we agree to provide services for Setting-up, operation & management of tea/coffee kiosk at the Income Tax Department Office Building "Kautilya Bhavan" on Plot No. C-41 to C-43, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051, w.e.f. \_\_\_\_\_ till 31<sup>st</sup> March 2020, 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 personnel engaged by me/us or other persons whose entry into the office of the Income Tax Department "Kautilya Bhavan", has been authorized by me/us.

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 payable to me/us.

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 I/we shall be responsible for the conduct of all personnel deployed by me/us 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, by me/us or any of the personnel, agents and others deployed by me/us in the course of providing any services stated in this contract, and I/we shall 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 me/us.

3.6 I/we also undertake not to revoke this indemnity during its currency of contract and the department shall 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 personnel, agents any others deployed by me/us 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 I/we shall 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, by me/us or any of the personnel deployed by me/us 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-C**  
**INTEGRITY PACT**

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

**The Principal Chief Commissioner of Income-tax, Mumbai (represented by the Authorized Person)**, 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/contractor".

**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, shall 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 shall, during the pre-contract stage, treat all APPLICANTS alike, and shall provide to all APPLICANTS the same information and shall 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 shall 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 shall 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 / Contractor**

**(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 shall 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 shall 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 applications, or any other actions to restrict competitiveness, or to introduce cartelization in the tender process.

(c) The applicant/service provider shall not commit any offence, under the relevant anticorruption laws of India; further the applicant/service provider shall 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 applications and business details, including information contained or transmitted electronically.

(d) The applicant shall not collude with other parties interested in the contract to impair the transparency, fairness and progress of the tender process, application evaluation, contracting and implementation of the contract.

(e) The applicant/service provider shall, when presenting his application, 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 shall 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 shall be determined by the severity of the transgression. The severity shall 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 shall 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/Bid 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 shall enter into agreements with identical conditions as this one which all applicants, service providers and sub-contractor.

3. The department shall disqualify all applicants from the tender process, 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 shall 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 shall strive to come to an agreement, to their original intensions.

For the Department  
Place: Mumbai.

For the Applicant/Service Provider

Witness-1 : .....

Witness-2 : .....

Date :

**ANNEXURE-D**  
**Letter of Authorization for Attending Proposal / Application Opening**  
**(To reach on or before date of application opening)**

Date:

To

The Principal Chief Commissioner of Income-tax,  
Mumbai.

Sir,

Subject: Authorization for attending proposal / application opening on ..... (Date)  
in the RFP for.....

Following persons are hereby authorized to attend the proposal / application opening for the RFP 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 / application  
on behalf of the applicant

**Note:**

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



**ANNEXURE-E**  
**CHECK-LIST**

APPLICATION FOR OUTSOURCING OF SERVICES FOR SETTING-UP, OPERATION & MANAGEMENT OF TEA/COFFEE KIOSK AT INCOME TAX DEPARTMENT OFFICE BUILDING “KAUTILYA BHAVAN”, BKC, MUMBAI.

Name and Address of the Applicant:

Name of the Authorized Representative of the Applicant:

(i)

(ii)

**SUMMARY OF COMPLIANCE TO APPLICATION**

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.	Application – Form A		-
3.	Whether each page of the RFP document is signed?		
4.	Whether self-certified copy of ISO 22000 has been attached?		
5.	Whether self-certified copy of BMC's/equivalent certificate for top graded eateries, has been attached?		
6.	Whether self-certified copies of necessary certificates (viz. incorporation certificate, shop establishment, license etc.) to show 5 years market experience in major cities including Mumbai as on 01.04.2019, have been attached?		
7.	Whether self-certified copies of work orders / copy of contracts/agreements issued by concerned organization to show continuous three year experience in running/operating cafes under contract for different clients as on 01.04.2019, have been attached?		
8.	Whether self-certified copies of necessary documents to show presence of currently running self-owned minimum three cafe in major cities including Mumbai and three contracts for setting-up & operating café for specified categories of clients as on 01.04.2019, have been attached?		
9.	Whether self-certified copies of necessary documents in supporting of different quality score/markings system as per proposal evaluation chapter have been attached?		
10.	Whether self-certified copies of company		

	auditors/chartered accountants' certificate for annual turnover from similar line of business during financial years 2015-16, 2016-17 & 2017-18, have been attached?		
11.	Whether income-tax return for AY 2018-19 has been attached?		
12.	Whether Balance Sheet and Profit & Loss account for Financial Years 2015-16, 2016-17 & 2017-18, have been attached?		
13.	Whether self-certified copies of PAN, PF Registration, ESI Registration, GST registration, have been attached?		
14.	Whether self-certified sample copies of Form 9A EPF & 5-Return of Contribution/challans to ESI for FYs. 2016-17, 2017-18 & 2018-19 to determine average number of personnel on his roll, have been attached?		
15.	Whether self-certified copies of incorporation certificate viz. Certificate of Registration from Registrar of Companies or Registrar of Firms or Letter of Proprietorship, have been attached?		
16.	Whether self-certified copies of License/registration certificates as specified in Eligibility Criteria Chapter, have been attached?		
17.	Whether undertaking letter as per <b>ANNEXURE-A</b> , has been attached?		
18.	Whether Indemnity Bond as per <b>ANNEXURE - B</b> , has been attached?		
19.	Whether Integrity Pact, duly signed by the Applicant as per <b>ANNEXURE - C</b> , has been attached?		
20.	Whether Letter of Authorization for Attending Application Opening as per <b>ANNEXURE-D</b> , has been attached?		
21.	Whether Financial Bid Application in <b>Form-B</b> , has been submitted in a separate sealed cover?		

Date:

Place:

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