

	भारत सरकार / GOVERNMENT OF INDIA
	आयकर आयुक्त (विभागीय प्रतिनिधि) राजकोट का कार्यालय Office of the Commissioner of Income Tax (D. R.), Rajkot अमृता एस्टेट, पंचम तल, एम. जी. रोड, राजकोट-360 001. Amruta Estate, 5 th Floor, M. G. Road, Rajkot-360001.. e-Mail: rajkot.pcit.dr.itat@incometax.gov.in

No. CIT(DR)/RAJ/RFP/NIT/CANTEEN/2024-25

Date : 05/12/2024

सेवा में,

उप आयकर आयुक्त (मुख्या)(समन्वय)

प्रधान मुख्य आयकर आयुक्त, गुजरात

अहमदाबाद।

विषय : स्टाफ कैटीन के लिए कैटीन सेवा प्रदाता की नियुक्ति के प्रस्ताव हेतु निविदा पुनः प्रकाशित करने का अनुरोध-

कृपया उपरोक्त का संदर्भ लें।

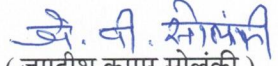
2 उपरोक्त संबंध में, “कैटीन सेवा प्रदाता की नियुक्ति के प्रस्ताव के अनुरोध में बढ़ावा करने” विभागीय वेबसाईट पर प्रकाशन हेतु अनुरोध करने का निर्देश दिया गया है उपरोक्त कैटीन सेवा आयकर भवन, रेस कोर्स रोड, राजकोट 360001 में स्थित स्टाफ कैटीन हेतु है जो की 24 महीने की अवधि के लिए है।

3 उपरोक्त निविदा के प्रकाशन के लिए निम्नलिखित विवरण दिनांक 31/05/2024 के साथ प्रस्तुत किए गए थे जिस कि अवधी में बढ़ावा किया गया है। आखरी तिथि : 20/12/2024 है।

1. NOTICE INVITING TENDER "REQUEST FOR PROPOSAL" (RFP) alongwith Annexure – A and B.

4 आपसे पुनः अनुरोध है की उपरोक्त बढ़ावा निविदा का प्रकाशन विभागीय वेबसाईट पर करें।

आपका विश्वासी,


(जगदीश कुमार सोलंकी)

आयकर अधिकारी (मु.),
कृते, आयकर आयुक्त (वि.प्र.), राजकोट

प्रतिलिपी:

- मुख्य आयकर आयुक्तश्री, राजकोट.
- उप निदेशक(पद्धति), क्षेत्रीय संगणक परिचालन, अहमदाबाद (निविदा प्रकाशित करने के अनुरोध के साथ)


आयकर अधिकारी (मु.),
कृते, आयकर आयुक्त (वि.प्र.), राजकोट



भारत सरकार / GOVERNMENT OF INDIA

आयकर आयुक्त (विभागीय प्रतिनिधि) राजकोट का कार्यालय
Office of the Commissioner of Income Tax (D. R.), Rajkot

अमृता एस्टेट, पंचम तल, एम. जी. रोड, राजकोट-360 001.
Amruta Estate, 5th Floor, M. G. Road, Rajkot-360001..
e-Mail: rajkot.pcit.dr.itat@incometax.gov.in

No. CIT(DR)/RAJ/RFP/NIT/CANTEEN/2024-25

Date : 05/12/2024

Notice for extend tender for staff canteen in Aayakar Bhavan, Rajkot

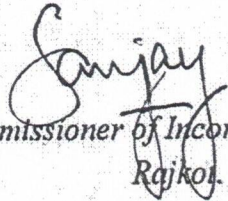
Sealed tenders are invited from reputed caterers/agencies possessing requisite expertise and experience in catering service, for running department staff canteen in the campus of the Aayakar Bhavan", Race Course Ring Road, Rajkot – 360001 for a period of two years vide tender notice advertisement dated 31/05/2024 is extended up to 20/12/2024 (23:59)

For detailed terms and condition please visit website

<https://incometaxgujarat.gov.in>,

<https://incometaxindia.gov.in>

The tender documents can also be collected from the ITO (HQ) during office hours. Last date of submission is 20.12.2024


Commissioner of Income-tax(DR),
Rajkot.



भारत सरकार / GOVERNMENT OF INDIA

आयकर आयुक्त (विभागीय प्रतिनिधि) राजकोट का कार्यालय
Office of the Commissioner of Income Tax (D. R.), Rajkot

अमृता एस्टेट, पंचम तल, एम. जी. रोड, राजकोट-360 001.
Amruta Estate, 5th Floor, M. G. Road, Rajkot-360001..
e-Mail: rajkot.pcit.dr.itat@incometax.gov.in

No. CIT(DR)/RAJ/RFP/NIT/CANTEEN/2024-25

Date: 31/05/2024

सेवा में,

उप आयकर आयुक्त (मुख्या)(समन्वय)

प्रधान मुख्य आयकर आयुक्त, गुजरात

अहमदाबाद

विषय: स्टाफ कैटीन के लिए कैटीन सेवा प्रदाता की नियुक्ति के प्रस्ताव हेतु निविदा प्रकाशित करने

का अनुरोध-

कृपया उपरोक्त का संदर्भ लें।

2 उपरोक्त संबंध में, “कैटीन सेवा प्रदाता की नियुक्ति के प्रस्ताव का अनुरोध” विभागीय वेबसाईट पर प्रकाशन हेतु अनुरोध करने का निर्देश दिया गया है उपरोक्त कैटीन सेवा आयकर भवन, रेस कोर्स रोड, राजकोट 360001 में स्थित स्टाफ कैटीन हेतु है जो की 24 महीने की अवधि के लिए है।

3 उपरोक्त निविदा के प्रकाशन के लिए निम्नलिखित विवरण इसके साथ प्रस्तुत किए गए हैं।

1. NOTICE INVITING TENDER "REQUEST FOR PROPOSAL" (RFP) alongwith annexure-A and B.

4 आपसे पुनः अनुरोध है की उपरोक्त निविदा का प्रकाशन विभागीय वेबसाईट पर करें।

आपका विश्वासी,

(शैलेंद्र प्रसाद)

आयकर अधिकारी (मु.),

कृते, आयकर आयुक्त (वि.प्र.), राजकोट

प्रतिलिपी:

1. मुख्य आयकर आयुक्तश्री, राजकोट.

2. उप निदेशक(पद्धति), क्षेत्रीय संगणक परिचालन, अहमदाबाद (निविदा प्रकाशित करने के अनुरोध के साथ)

आयकर अधिकारी (मु.),

कृते, आयकर आयुक्त (वि.प्र.), राजकोट

Request for Proposal under GFR Rule 164 Open Tender with Two stage Bid

Issuer:

Commissioner of Income Tax (DR), Rajkot, Gujarat 360001

NIT NUMBER: CIT(DR)/RAJ/RFP/NIT/CANTEEN/2024-25

Dated 31/05/2024

Request for Proposal of Appointment for Canteen Service provider for Staff Canteen located in Ayakar Bhavan, Race Course Ring Road, Rajkot 360001 for a duration of 24 months extendable further as per requirements

Publication in Regional News Paper

Publication on Income Tax Department

Website (i) <https://incometaxgujarat.gov.in>

(ii) <https://incometaxindia.gov.in>

For any query please contact: 0281-2431010

[PS to CIT (DR), Rajkot]



Government of India
Ministry of Finance
Department of Revenue, CBDT
Commissioner of Income Tax (DR), Rajkot
For o/o Chief Commissioner of Income Tax, Rajkot



NOTICE INVITING TENDER "REQUEST FOR PROPOSAL" (RFP)

No. CIT(DR)/RAJ/RFP/NIT/CANTEEN/2024-25.

Dated 31/05/2024

The Commissioner of Income Tax (DR), Rajkot o/o the Chief Commissioner of Income Tax, Rajkot, Department of Revenue, Ministry of Finance, Government of India invites **Request for Proposals** from **Vendors having experience of operating and maintaining Staff canteen in Government offices** for the operation and maintenance of Staff canteen as per FSSAI standards to serve the employees, office and visitors in **Ayakar Bhavan, Pratyaksh kar Bhavan** and **any other offices under the administrative control of the Chief Commissioner of Income tax, Rajkot, Gujarat.**

A. The Vendors must not be blacklisted or debarred by any Govt. at time of submission of bid and no work awarded to any such Vendor should have been terminated during last three years on the ground of unsatisfactory performance. Each Vendor is required to submit under taking in this regard.

Name & description of work	Bid Security	Date of publication of RFP documents online	Last date of Submission
Selection of Vendors for operation and maintenance of Staff canteen to serve the employees, office and visitors in Ayakar Bhavan, Pratyaksh kar Bhavan and any other offices under the administrative control of the Chief Commissioner of Income tax, Rajkot, Gujarat.	Rs. 25,000/- (Refundable)	31/05/2024 from 17:00 hours onwards the RFP documents can be downloaded from the website https://incometaxgujarat.gov.in/ And can also be obtained from the o/o ITO(Hq) to CIT DR, 5 th Floor, Amruta Estate, MG road, Rajkot 360001	18/06/2024 up to 11:59 hrs; can also be submitted through email on the email id: rajkot.pcit.d r.itat@inco m`etax.gov.i n



B. The scope of the work shall include, but not be limited to, operating Staff Canteen as per FSSAI standards and related services.

C. The cost of RFP documents is Rs. NIL.

D. Vendors fulfilling the prescribed criteria may download the document form <https://incometaxgujarat.gov.in/> or obtain a copy from the ITO (HQ) to CIT(DR), 5th Floor, Amruta Estate, MG road Rajkot and submit the bid along with the Undertaking document/ bid security amount separately in the form of as permitted in GFR.

E. DD/Bank Draft should be made payable to "Zonal Accounts Officer, CBDT, Rajkot payable at Rajkot."

F. Important information about the two-stage tender:

1. The payment to Vendor will not be given by Income Tax Department, ordinarily, but by the users of Staff canteen service.
2. Payment as per bill will be given by Income Tax Department, after due verification process, only when the services are utilized for official meetings, hospitality, special occasions, etc. The credit period of such payment shall be 30 days after submission of all necessary Bills and vouchers, and subject to availability of funds.
3. The Tender process and the periodic Menu and price determination shall be done by the Canteen committee appointed by the Chief Commissioner of Income Tax.
4. **First Stage: Open Tender**
 - a. Technical bid
 - i. Canteen/Restaurant operator having experience of at least one year in operating and managing Canteen in Government offices, preferably in Gujarat (An experience certificate from concerned office with the approval of HOO/HOD to be submitted)
 - ii. Should have a valid FSSAI licence
 - iii. Willing to deposit EMD of Rs 25,000/- (no exemption)
 - iv. Willing to take part in Two stage bidding which will also involve giving presentation to the Committee about their proposal of Service Delivery.
 - v. Willing to abide by the terms and conditions of NIT.
 - vi. The Vendors must not be blacklisted or debarred by any Govt. at time of submission of bid and no work awarded to any such Vendor should have been terminated during last three years on the ground of unsatisfactory performance. Each Vendor is required to submit undertaking in this regard.



5. **Opening of Technical bid and meeting with Qualified Canteen operators:**

- a. Technical Bid shall be opened in Committee Room, 6th Floor, Pratyaksh Kar Bhavan on 19/06/2024. Absence of a Vendor or, representative shall not invalidate the result. However, it is advised that Vendor/representative duly authorised by vendor may attend the meeting upon their qualification.
- b. Only the Qualified Canteen operators will attend meeting with the Canteen Tender Committee and understand the scope of services.
- c. They will physically inspect the premises in a guided tour.
- d. Thereafter, after a period of two days, at the designated space and time, the Vendor will give a presentation as to how it would manage the Services and what would be the quality, quantity and rates of food items.
- e. The presentation will be given marks by the Committee. These marks will remain confidential
- f. A technically qualified Vendor, who does not attend the physical meeting, or, fails to take the guided Tour, or does not make presentation, will be disqualified from further submission of financial bid.

6. **Second Stage: Financial Bid**

- a. All Technically qualified vendors who have given presentation will submit their financial bid.
- b. Financial bid will be based on **maximum discount on prepared meals** to the Office (Minimum 5% to maximum 10%). The discount will be computed excluding cost of beverages, Ice creams, Sweets, etc. procured from third parties, on which the cost levied to office will be equal to cost of procurement, plus maximum handling cost of 10%.

7. **Award of bid:**

- a. The Vendor who achieved highest Value in the final evaluation will be awarded Bid.
- b. The final evaluation will give 60 percentage weightages to Marks in Presentation and 40 percentage weightages to financial bid. (Based on the given Quality cum cost-based selection (QCBS formula).

G. The Commissioner of Income Tax (DR) reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Prospective bidders are advised to regularly scan through Institute website as corrigendum/amendments etc., if any, will be notified on these websites only and separate press advertisement will not be made for this.



Income Tax Officer (Hqrs)
CIT (DR), Rajkot
5th Floor, Amruta Estate, MG Road,
Rajkot 360001

Notice Inviting Tender: RFP for empanelment of CPSU under Rule 133(3) of GFR 2017

RFP is invited by the Commissioner of Income Tax (DR), Rajkot Selection of Vendors for operation and maintenance of **Staff canteen** to serve the employees, office and visitors in **Ayakar Bhavan, Pratyaksh kar Bhavan and any other offices under the administrative control of the Chief Commissioner of Income tax, Rajkot, Gujarat.**

1. DEFINITIONS

In this RFP the words and expression defined below shall have the meaning assigned to them respectively, except where the context requires otherwise:

- (a) “Contract” means the Contract signed by the Parties with all attachments, namely Schedules, Annexures, Supplements, Appendices, Appendages and all modifications made in accordance with the provisions of this agreement thereof *(between ITO (Hq) to CIT(DR), Rajkot and the Vendor)* in accordance with the provisions of this agreement.
- (b) “Effective Date” means the date on which this contract comes into force and effect pursuant to award of bid and issue of work-order/approval of RFP by IT DEPARTMENT, RAJKOT.
- (c) “Party” shall mean either CIT(DR) Rajkot representing Income Tax Department, Rajkot or selected Vendor pursuant to this RFP and the parties shall mean both CIT(DR) Rajkot representing Income Tax Department, Rajkot and such Vendor.
- (d) “Services” means the services of Staff canteen including all ancillary services regarding preparation of healthy and hygienic food and beverages, service, safe keeping, catering management, utensil management, cutlery management, serving fresh food and beverages to Officers and officials, management of base kitchen and extensions, and any other food and catering related works required by the Employees and Officers of the Income Tax Department.



- (e) Nodal Officer: The ITO (Hq) o/o the CIT(DR) Rajkot, and/or any other officer appointed by the CCIT, Rajkot shall be the Nodal officer for any communication with the Vendor.
- (f) "Vendor" means the selected Contractor for the operation and maintenance of Staff canteen pursuant to this NIT.
- (g) "GFR" means GFR 2017
- (h) "Prepared Meals" shall include all items prepared/processed in the base kitchen, and shall exclude, packaged items which are sold as such to the customers, without any value addition by the Vendor, e.g. Packaged Beverages including cold-drinks; Ice-cream; Chips and Wafers; Biscuits, any special preparation which cannot be ordinarily prepared by the Vendor in ordinary course, etc. The term prepared meals will also include all such items which are in the Menu and expected to be prepared by the Vendor, in ordinary course, but has been procured by vendor from any third party.
- (i) "Subsidized Staff canteen" implies a Staff canteen in the premises of IT Department, Rajkot wherein premises, water charges, semi-furnished assets including furniture, electricity, etc. are provided free of charge to the Vendor with an expectation that the cost charged will be substantially below market price as the Staff canteen is a welfare measure of the Government for its employees.

2. Introduction and Objectives

The Chief Commissioner of Income Tax, Rajkot desires to provide a subsidized Staff canteen facilities to its employees, visitors and officers in Ayakar Bhavan and Pratyaksh Kar Bhavan, Rajkot. For this purpose, a suitable semi-furnished premises to act as base-kitchen and Canteen is available in the ground floor of Ayakar Bhavan. Canteen facilities are to be provided in Pratyaksh kar Bhavan through extended serving counters; further, additional serving pantry is to be operated in Ayakar Bhavan on upper floors for smooth and prompt service.



Since Payment of services are ordinarily not to be made by the Government of India, a two stage open tender has been issued on QCBS method of selection, wherein the interested Vendors who qualify the technical parameters are permitted to inspect the premises, understand the scope of business and services and bid accordingly.

3. **SCOPE OF WORK:**

The successful Vendor is required to operate and maintain the subsidized Staff Canteen in Ayakar Bhavan and extended counters/Pantry in Pratyaksh kar Bhavan and Upper floors of Ayakar Bhavan. The Canteen has to serve healthy, nourishing and fresh food to Employees, offices and Visitors. The Canteen has to function as per FSSAI standards and hence the Vendor operating the canteen will necessarily be FSSAI certified. The Canteen premises shall be provided free of charge, furniture and other assets shall be provided free of charge; running water shall be provided free of charge; electricity shall be provided free of charge subject to non-use of induction equipment. In case vendor desires to prepare food using electrical appliances, like induction plates etc. in base kitchen, a sub-meter will be required and pro-rata electricity payment will be paid. This restriction will not apply on use of induction appliances to warm water/milk etc. in extension counter.

The IT Department, Rajkot is free to obtain tea/snacks/meals, etc from outside vendors, as per requirement and is not bound to procure services/goods of vendor on administrative exigency.

Charges: Menu and charges will be decided as per mutual consultation between the Vendor and the Canteen Committee on a 6 monthly basis. The initial menu and price determination shall be based on the presentation given by the Vendor during the NIT exercise. The Canteen committee may adopt, or, request the vendor for modification in items and rates. The Canteen Committee may require the Vendor to modify certain items/rates to suit the permissible expense by the Government of India for snacks/ High Tea/ meal, etc.

4. **RESPONSIBILITY MATRIX:** The Responsibility matrix in the RFP is as under:

Sr No	Activity	Action By	Evaluation By	Approval by	Supervision by
1	NIT/RFP	IT Department, Rajkot			

2	Technical Bid	Vendor	IT Department, Rajkot		
3	Presentation	Vendor	IT Department, Rajkot	HoD-CIT(DR)	
4	Financial Bid	Vendor	IT Department, Rajkot		
5	Result of tender		IT Department, Rajkot	HoD-CIT(DR)	
6	Canteen menu and Charges	Vendor	IT Department, Rajkot	HoD-CIT(DR)	
7	Canteen operations	Vendor			IT Department, Rajkot
8	Housekeeping	Vendor			
9	Running potable water	IT Department, Rajkot			
10	Electricity charges	IT Department, Rajkot			

5. FEES:

No fee is payable by any parties for provision of such services.

All statutory compliances of GST, EPF, ESIC, FSSAI, etc. will be done by Vendor for employees engaged by it.

6. COMMENCEMENT, DURATION, MODIFICATION

6.1 Commencement:

The date of commencement of Staff canteen will be 1st July 2024, from early morning hours (Breakfast). Handing over of the premises will be completed by preceding Saturday, forenoon.

6.2 Duration: Canteen shall function from 8:30 AM to 9:00 PM on all working days and on special request from any office/employees during Saturdays and holidays. Canteen may extend its pantry/base kitchen working hours upon request of officers (ITO and above) in consideration of contingency of late-night work/ time barring work/ enforcement action/ any special needs. It is clarified that all statutory compliances with respect to overtime working of Canteen shall be responsibility of Vendor.

6.3. Modification: Modification, if any, to the NIT terms and conditions, shall be with the approval of CIT (DR)



7. THE REPRESENTATIONS, WARRANTIES, RESPONSIBILITIES

7.1 The participating Vendor represent and warrants to the Commissioner of Income Tax (DR), Rajkot that

Power, Capacity and Authority

It has full power, capacity and authority to execute, deliver and perform the tasks/projects in this RFP and it has taken all necessary action (corporate, statutory or otherwise) to execute, deliver, perform and authority the execution, delivery and performance of any agreement pursuant to its selection in this RFP and that it is fully empowered to enter into and execute consequential agreements, as well as perform all its obligations hereunder: -

7.2 On execution of the agreement and during the time is in force, the participating Vendor agrees that it shall be responsible to and shall carry out assignment accordance with highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment and ensure that the staff assigned to perform the services under this contract will conduct themselves in a manner consistent herewith and shall also do the following:-

7.3 Shall take out, carry and maintain insurance as applicable to protect the premises of Income Tax department from accidental fire hazards, etc.

7.4 The participating vendor represents that none of its Directors, Officers and Employees are in close/blood relations with any Income Tax Department, Rajkot employees/officers. In case of such relationship arising in future during the course of this agreement, the participating Vendor shall immediately inform CIT(DR), Rajkot and seek instructions as to future course to eliminate any conflict of interest.

8. GENERAL CONDITIONS

8.1 Law governing the Contract

The governing Law of Contract shall be substantive Law of India.

8.2 Indemnifying IT Department, Rajkot by the participating Vendor upon its selection



The participating Vendor upon its selection shall indemnify IT Department, Rajkot against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the Vendor Agency and its staff in execution of or in connection the services provided under this agreement and against any loss or damage to IT Department, Rajkot in consequence to any action or suit being brought against the Vendor Agency for anything done or committed to be done in the course of the execution of this agreement including losses/damages liable or claimed for infringement of Intellectual Property Rights of any third party. The Vendor will abide by the job safety measures prevalent in India and will free IT Department, Rajkot from all the demands or responsibilities arising from accidents or loss of life of the cause of which is the Vendor negligence. The Vendor will pay all indemnities arising from such incidents without any extra cost to IT Department, Rajkot and will not hold IT Department, Rajkot responsible or obligated. IT Department, Rajkot may at its discretion and entirely at the cost of the Vendor defend such suit either jointly with the Vendor Agency or singly in case the latter chooses not to defend the case. This obligation will survive the termination of the contract for six months.

8.3 Indemnification of the Vendor by IT Department, Rajkot:

The Vendor shall take necessary Insurance for any eventualities. They shall not set up any claim on the act of God/nature.

IT Department, Rajkot undertakes no responsibility of any life, health, accident, travel and other insurance which may be necessary or desirable for the personnel of Vendor and its contract employees associated with vendor for the performance neither of service nor for any family of any person.

8.4 Relationship between parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between IT Department, Rajkot and the Vendor. The Vendor subject to this contract shall have complete charge of personnel performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder



8.5 Vendor shall notify IT Department, Rajkot of any material change in their status and their shareholdings or that any guarantor of the Vendor particular where such change would have an impact on the performance of obligation under this agreement.

9. Obligation of Vendor Agency/Strategic Partner

9.1 Performance

9.1.1. The Vendor shall perform the tasks/services as per work order in accordance with the generally accepted professional standards & practices, sound management principles, employ appropriate technology safe and effective equipment.

9.1.2 The Vendor is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanours, if any.

9.1.3 The Vendor shall hold IT DEPARTMENT, RAJKOT's interest paramount, without any consideration for future work and avoid conflict with other assignments or their own corporate interests.

9.2 The Vendor shall not assign this contract or sub-contract or any portion of it, specified domain experts, who shall work-under the overall control and supervision of Vendor Agency.

9.3 The Vendor shall pay the taxes, duties, fees, levies and other impositions including minimum wages, EPF, ESIC, Labour laws, FSSAI, etc. levied under the applicable law and IT DEPARTMENT, RAJKOT shall perform such duties in this regard to the reimbursement / deduction of such tax as may be lawfully imposed.

10. Insurance by the Vendor Agency/Strategic Partner

During the performance of services hereunder, the Vendor shall take out, carry and maintain insurance as applicable from those listed below:

Insurance against fire, theft, damages and loss of all property owned by the Strategic Partner/Vendor Agency at the project site, if any.

11. Performance Security (PSD)

The successful Vendor shall deposit a one-time PSD of Rs. 1.0 Lakhs, interest free, against provision of premises and assets of the IT Department. This will be returned subject to terms and conditions of this NIT, including the returning of assets given to vendor, in sufficiently good shape, subject to normal wear and tear. During the entire duration, including extended periods, the responsibility of upkeep/ maintenance/ performance, etc. of the assets will of the Vendor. The PSD shall be in-force till 3 months beyond the date of closure of contract.

A list of assets is enclosed below:

(Asset list)

- i. **Kitchen Store and Cleaning area.**
- ii. **Canteen Cafeteria**
- iii. **Water supply**
- iv. **Electricity and Power Connection**
- v. **Intercom facility**
- vi. **2 nos. split ACs in Canteen Cafeteria**
- vii. **Orient Wall Fans**
- viii. **8 Tables and 28 Chairs**
- ix. **Any subsequent addition will be added to this list.**

12. Obligation of IT DEPARTMENT, RAJKOT

Assistance and Exemption

IT DEPARTMENT, RAJKOT shall provide the Vendor personnel with work permits and such other documents as shall be necessary to enable the Vendor and Personnel to perform the work.

Services, Facilities and property of IT DEPARTMENT, RAJKOT

The IT DEPARTMENT, RAJKOT shall make available its premises /assigned premises and a workspace for the Vendor free of charge, or, at the stipulated charges. IT DEPARTMENT, RAJKOT shall bear the running expenditure of electricity, water and maintenance of its campus and infrastructure. However, IT DEPARTMENT, RAJKOT shall not provide computer/printer/ stationary etc. for the office setup and establishment of Vendor Agency. The list of assets provided by IT Department is mentioned under



PSD. For ease of communication, IT DEPARTMENT, RAJKOT may provide an internal communication telephone line to Vendor without any charges.

13. **Confidentiality**

Vendor agrees that all knowledge and information not within the public domain which may be acquired during the carrying out of this contract shall be for all time and for all purpose regarded as strictly confidential and shall not be directly and indirectly disclosed to any person without the written permission of IT DEPARTMENT, RAJKOT.

14. **Mode of payment & submission of bills :**

Customers: Vendor shall charge the customers and directly obtain payment through QR code mobile banking/ Cash and maintain a record for the same. It will also include hospitality to Guest House guests, before they check-out.

Office: When the Vendor is servicing an Office, for official meetings, etc. it will raise monthly invoice. While raising such Bills/Invoices, care will be taken to reduce any advance/payments, return, etc.

Special occasion: In case the Vendor is assigned to service snacks/High tea/ Lunch on special occasions, like 15th August Celebrations, 26th January Celebrations, etc.

15. **Liability of the Vendor**

The Vendor shall be liable to IT DEPARTMENT, RAJKOT for the performance of the services in accordance with provisions of this contract and for any loss suffered by IT DEPARTMENT, RAJKOT as a result of a default of the Vendor, then liability of Vendor Agency shall be as per actual, subject to the following.

- (a) If Vendor engages some sub-agents to perform the contract, then Vendor will be liable for the act or omission or neglect such action and
- (b) The Vendor shall not be liable for any loss or damage caused by or arising out of circumstances over which he has no control but not caused due to negligence or misconduct by or on behalf of the Vendor Agency.

16. Guidelines for PPT presentation (100 marks):

The Vendor shall prepare a PPT presentation and give a presentation on **21.06.2024** on the following indicative points:

- a. Introduction about its organization, current offices, FSSAI certificate and any other quality certificates (Maximum 2 slides)
- b. Work experience till date (Maximum 2 slides)
- c. Menu it can offer and rate chart (Maximum 4 slides; PDF copy of Menu and rate chart can be supplied to the Evaluation Committee)
- d. Base kitchen and Canteen operations: (Maximum 8 slides)
 - a. Manpower under various categories
 - b. How will it ensure quality of Raw material utilized (fssai certified packaged materials having valid life span, i.e. not expired items)
 - c. How will it ensure prompt service in Kitchen during Breakfast; during Lunch; during dinner
 - d. How will it ensure prompt service to Offices on multiple floors; what will be the expected time of delivery upon orders for Tea/ snacks/ High tea
 - e. How will it service special events/ meetings where outside officers are invited
 - f. Uniform and cleanliness proposals
 - g. Time of operations
- e. Extended Pantry Counter Operations (Dry Pantry): (Maximum 4 slides)
 - a. Where does it plan to place extended pantry in Ayakar Bhavan
 - b. Where does it plan to place extended pantry in Pratyakshkar Bhavan
 - c. What items will be readily available in Pantry
 - d. Which items will be necessarily sourced from base kitchen
- f. Expectation from IT Department (Maximum 1 slide)
- g. Financial capacity to operate and maintain the Staff Canteen (Maximum 1 slide)

17. Submission of Financial Bid:

Financial Bid shall be submitted in a closed and sealed envelope by the Vendors who are declared Technically qualified and have given PPT presentation in the office of ITO (Hq) to CIT (DR) on **24.06.2024 before 2.00p.m.** The Financial Bids shall be opened in the presence of Vendors on 24/06/2024 at Room No. 509, CIT (DR), Rajkot, 5th Floor,



Amruta Estate, MG Road, Rajkot. Absence of vendor or its representative will not invalidate the Bid opening process.

17.1. Financial Bid:

Financial Bid will be as follows-

Name of Vendor:

Date of presentation:

Percentage discount on prepared meals offered on Official Bills (max 10%):

in figures: _____% (in words.....%)

17.2. QCBS formula: 60 Percentage weightage will be given to quality parameters from presentation and 40 percent weightage will be given to Cost parameters from Financial Bid.

Highest marks in presentation will be considered best = Q

Highest discount on office bills as per financial bid will be considered best= C

The QCBS evaluation will be as follows:

Marks (vendor)= $100 * [(0.6 * VQ/Q) + (0.4 * VC/C)]$

The Vendor who scores the highest will be declared successful.

E.g.

Suppose 4 vendors participate in Presentation and also participate in financial Bid in the following manner:

Item	Vendor A	Vendor B	Vendor C	Vendor D	Best
Marks (Quality Parameter)	60 (AQ)	70(BQ)	65 (CQ)	75 (DQ)	75 (Q)
% Discount in financial bid (Cost parameter)	6 (AC)	5 (BC)	8 (CC)	4 (DC)	8 (C)
QCBS Score as per formula	78	81	92	80	92
Result			Successful		

The Bid will be awarded to Vendor C in this example.



18. Termination

16.1 By IT DEPARTMENT, RAJKOT

IT DEPARTMENT, RAJKOT may, without any prejudice to any other remedy for breach of agreement, by not less than 60 days written notice of termination to the Vendor, terminate this agreement in whole or in part if,

- (a) The Vendor fails to provide any or all of the services within the period (s) specified in the agreement or within any extension thereof granted by IT DEPARTMENT, RAJKOT in pursuant to the condition of agreement or fails to remedy a failure in performance of his obligations hereunder within such period as IT DEPARTMENT, RAJKOT may have approved.
- (b) The Vendor become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) The Vendor submits to IT DEPARTMENT, RAJKOT a statement which has a material effect on the rights, obligations, or interests of IT DEPARTMENT, RAJKOT and which the Vendor knows to be false.
- (d) If the Vendor, in the judgment of IT DEPARTMENT, RAJKOT has engaged in corrupt or fraudulent practices in executing the agreement.
- (e) IT DEPARTMENT, RAJKOT, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

16.2 By the Vendor

Strategic Partner may, by not less than 60 days written notice sent to IT DEPARTMENT, RAJKOT, terminate this agreement if,

IT DEPARTMENT, RAJKOT is in material breach of its obligations pursuant to this contract and has not remedied the same with in THIRTY (30) days.



19. **Payment upon termination**

In the event of termination Vendor shall be paid for the services rendered for carrying out the assignment up to the date of termination, by the respective users.

20. **Force Majeure**

Except as herein after provided no party hereto shall be liable for failure to perform any of its obligations under this agreement where such failure was due to reasons beyond such party's control such as Acts of God, acts of third parties laws, regulations or other acts of civil or military authorities, fire, flood, epidemic restrictions, riots, delays in transportation and inability due to causes beyond such party's control to obtain necessary labour materials or manufacturing facilities or strikes, lockout or other concerted actions of the workman or any other circumstances of whatsoever nature beyond the control of either party provided that the party claiming the force majeure has affected it's performance shall give notice to other party immediately but not later than 15 days after becoming aware of the first occurrence of force majeure giving full particulars of the case or events and the date of first occurrence thereof.

Notwithstanding the foregoing however if performance required by this agreement be delayed or prevented for more than 3 months either party may terminate this agreement by giving notice either before or after expiration of such 3 months of its intention to terminate to the party.

21. **Quality Assurance**

The Selected Vendor shall ensure quality of Food, including raw material, and its services, as mandated under FSSAI. Its personnel should be hygienically dressed and well groomed and be presentable at all times. While serving food, they should wear adequate gear to prevent hair fall and soiling of food.

22. **Settlement of Disputes**

The parties shall use their best efforts to settle amicably all dispute arising out or of in connection with this contract or the interpretation thereof. Any Dispute arising which cannot be amicably settled between the parties shall be referred for arbitration in accordance with Arbitration & Conciliation Act 1996.



23. **Notices**

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed or when sent by registered mail, telegram or facsimile to such party to the following address: -

For IT DEPARTMENT, RAJKOT:

ITO (Hq) to CIT (DR), Rajkot
5th Floor, Amruta Estate, MG Road, Rajkot

Vendor :

24. Bidders are requested to submit their offer along with duly filled in financial-bid in attached Performa in **Annexure A**
25. Vendor will sign and submit Integrity pact as per **Annexure B**
26. **Signing of Contract**

The successful Vendor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract

Encl.: Annx. A-B.



Sd/-
Income Tax Officer (HQ),
Commissioner of Income Tax (DR),
Rajkot.

(On the letter head of VENDOR)

To,
The Commissioner of Income Tax (DR)
IT DEPARTMENT, RAJKOT

Sub: NIT No. **CIT(DR)/RAJ/RFP/NIT/CANTEEN/2024-25** for the work RFP for **Appointment of Canteen Service provider for Staff Canteen located in Ayakar Bhavan, Race Course Ring Road, Rajkot 360001 for a duration of 24 months extendable further as per requirements**

Dear Sir,

It is here by declared that the(VENDOR) is committed to follow the principle of transparency, equity and competitiveness in public procurement. It is further declared that the (VENDOR) is not blacklisted or debarred by any Government at time of submission of bid and no work awarded to(VENDOR) has been terminated during last three years on the ground of unsatisfactory performance. That vendor fulfils technical criteria of this Bid. Its FSSAI license number is valid as on date and shall remain valid throughout the duration of this Contract. The necessary technical documents are enclosed as follows:

- i. **Proof regarding experience:** Canteen/Restaurant operator having experience of at least one year in operating and managing Canteen in Government offices, preferably in Gujarat (An experience certificate from concerned office with the approval of HOO/HOD to be submitted)
- ii. **Proof regarding FSSAI:** Should have a valid FSSAI licence
- iii. **Proof of EMD:** Willing to deposit refundable EMD of Rs 25000/- (no exemption)
- iv. **Declaration: YES/NO** Willing to take part in Two stage bidding which will also involve giving presentation to the Committee about their proposal of Service Delivery.
- v. **Declaration: YES/NO** Willing to abide by the terms and conditions of NIT.
- vi. **Declaration: YES/NO** The Vendors must not be blacklisted or debarred by any Govt. at time of submission of bid and no work awarded to any such Vendor should have been terminated during last three years on the ground of unsatisfactory performance. Each Vendor is required to submit under taking in this regard.
- vii. **Copy of NIT with signature and seal of vendor on all pages:** This will serve as evidence that all terms and conditions have been read and understood by the Vendor
- viii. **Annexure B:** Integrity Pact to be signed and submitted by Vendor. The space for details of IT department can be left blank.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the(VENDOR) .

Bid Security undertaking: That the competent authority of (VENDOR) undertakes to compensate an amount of Rs. 25000/- to IT DEPARTMENT, RAJKOT,....., in case after initial participation in the ongoing NIT RFP process, the (VENDOR) withdraws itself from the ongoing RFP/NIT and fails to participate/respond to the process of RFP, or, fails to sign Contract pursuant to RFP award to the VENDOR, without any reasonable cause. The amount of EMD of Rs. 25000/- shall become payable in such situation within 30 days of successful award of RFP by IT DEPARTMENT, RAJKOT.

That I shall maintain a local office in Rajkot/that my local office exists at the following address:
(address)

I understand that my submissions along with PPT presentation will form an integral part of Tender documents. I also understand that the decision of Commissioner of Income Tax (DR), RAJKOT shall be final in this regard and in case of any dispute.

Yours faithfully,

(in case of representative)

Authorized Signatory of VENDOR

Seal

Date:

Signature with Seal of Bidder

Complete address:

Contact number:

Email ID:

Alternate contact details:

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of the(VENDOR).

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20....

BETWEEN

Commissioner of Income Tax, represented through, *the ITO (Hq) o/o CIT (DR), Rajkot* (Hereinafter referred as the '**IT DEPARTMENT, RAJKOT**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (Name and Address of the VENDOR)

Through..... (Details of duly authorized signatory).....

(Hereinafter referred to as the "**VENDOR**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS IT DEPARTMENT, RAJKOT has floated the Tender (NIT No. **CIT(DR)/RAJ/RFP/NIT/CANTEEN/2024-25**) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for RFP of appointment of **VENDOR for Appointment of Canteen Service provider for Staff Canteen located in Ayakar Bhavan, Race Course Ring Road, Rajkot 360001, Gujarat for a duration of 24 months extendable further as per requirements** hereinafter referred to as the "Contract".

AND WHEREAS IT DEPARTMENT, RAJKOT values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of IT DEPARTMENT, RAJKOT

(1) IT DEPARTMENT, RAJKOT commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of IT DEPARTMENT, RAJKOT, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) IT DEPARTMENT, RAJKOT will, during the Tender process, treat all Bidder(s) with equity and reason. IT DEPARTMENT, RAJKOT will, in particular, before and during the Tender process, provide to all VENDOR(s) the same information and will not provide to any VENDOR(s) confidential / additional information through which the VENDOR(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (c) IT DEPARTMENT, RAJKOT shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(2) If IT DEPARTMENT, RAJKOT obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the VENDOR will inform the Chief Vigilance Officer of IT DEPARTMENT, RAJKOT and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the VENDOR(s)

- (1) It is required that each VENDOR (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to IT DEPARTMENT, RAJKOT all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) VENDOR commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

- (a) The VENDOR will not, directly or through any other person or firm, offer, promise or give to any of IT DEPARTMENT, RAJKOT employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The VENDOR will not enter with other VENDOR(s) 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 bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The VENDOR will not commit any offence under the relevant IPC/PC Act. Further the VENDOR(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by IT DEPARTMENT, RAJKOT as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The VENDOR will, when presenting his bid, 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.
- (3) The VENDOR will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The VENDOR will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of IT DEPARTMENT, RAJKOT'S interests.
- (5) The VENDOR will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to IT DEPARTMENT, RAJKOT under law or the Contract or its established policies and laid down procedures, IT DEPARTMENT,

RAJKOT shall have the following rights in case of breach of this Integrity Pact by IT DEPARTMENT, RAJKOT and VENDOR accepts and undertakes to respect and uphold IT DEPARTMENT, RAJKOT's absolute right:

- (1) If the VENDOR either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, IT DEPARTMENT, RAJKOT after giving 14 days' notice to the contractor shall have powers to disqualify VENDOR from the Tender process or terminate/determine the Contract, if already executed or exclude the VENDOR from future contract award processes.

The imposition and duration of the exclusion will be determined by the severity of transgression and determined by IT DEPARTMENT, RAJKOT. Such exclusion may be forever or for a limited period as decided by IT DEPARTMENT, RAJKOT.

- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If after initial participation in the RFP bid process, the VENDOR fails to respond to query/letter of award to IT DEPARTMENT, RAJKOT within 30 days of issue of letter of award, the EMD amount shall be forfeited by IT DEPARTMENT, RAJKOT and the VENDOR shall be liable to pay the amount in terms of its undertaking given on letter head in Annexure A.

It is required that the VENDOR/Strategic Partner obtains specified Performance Guarantee/Security Deposit (PSD) from the Vendor Agency on behalf of IT DEPARTMENT, RAJKOT. Such PSD shall be liable to be forfeited upon unsatisfactory performance/ non-performance/ non-adherence to the terms and conditions of this NIT for RFP and/or the letter of award. The payment for the first month of operations can be made from IT DEPARTMENT, RAJKOT only when the PSU intimates that the Vendor agency has made necessary compliance of PSD with it.

- (3) Criminal Liability: If IT DEPARTMENT, RAJKOT obtains knowledge of conduct of a VENDOR, or of an employee or a representative or an associate of VENDOR which constitutes corruption within the meaning of IPC Act, or if IT DEPARTMENT, RAJKOT has substantive suspicion in this regard, IT DEPARTMENT, RAJKOT will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (1) The VENDOR declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

- (2) If the VENDOR makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the VENDOR as deemed fit by the Principal/ Owner.
- (3) If the VENDOR can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the VENDOR may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- (1) The VENDOR undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The VENDOR shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- (2) IT DEPARTMENT, RAJKOT will enter into Pacts on identical terms as this one with all VENDOR.
- (3) IT DEPARTMENT, RAJKOT will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 24 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

Article 7- Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of IT DEPARTMENT, RAJKOT, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and

consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of IT DEPARTMENT, RAJKOT)

.....

(For and on behalf of VENDOR)

WITNESSES:

1.

(signature, name and address)

2.

(signature, name and address)

Place:

Dated :