

**TENDER FOR GRANTING LICENCE FOR OPERATING
MULTICUSINE FOOD COURT IN THE GROUND FLOOR
OF TIDEL PARK COIMBATORE LTD
at SEZ, Coimbatore**

PART – I

TECHNICAL BID

(Containing 24 pages including this cover page)

(Due date of submission: 22.04.2010 at 3.00 P.M.)

TIDEL Park Coimbatore Limited

Corporate office:- 1st Floor –TIDEL Park, Taramani ,Chennai-113

**PROJECT SITE:- ELCOT-SEZ, Villankurichi Village, Coimbatore North Taluk,
Coimbatore-641 035.**

Company Name (Bidder)	
Name of Authorised Person	
Signature	

**TENDER FOR GRANTING LICENSE FOR OPERATING FOOD COURT IN
THE GROUND FLOOR OF TIDEL PARK COIMBATORE LTD**

**TENDER, INSTRUCTIONS TO BIDDERS, CONDITIONS OF BID AND
TECHNICAL BID**

1. TIDEL Park Coimbatore is the first Major Information Technology Park established at COIMBATORE. spread over an area of about 9.5 acres with built up area of 1.7 million sq.ft. around 12,000 people are expected to be employed by various establishments in TIDEL Park Coimbatore and service providers, participants of Conference Room /Visitors, etc. TIDEL Park Coimbatore Limited (TPCL) proposes to invite Tender for establishing and operating a Food Court in the ground Floor, hereinafter referred to as “Food Court ”.

TENDER DOCUMENT:

The tender documents can be had from TIDEL Park Coimbatore Limited, First Floor (“TIDEL Park), A-Block North, No-4, Rajiv Gandhi Salai, Chennai and also from the Executive Engineer (Civil), No.52, “Royal Suite” Ramalakshmi Nagar, Lakshmipuram, Peelamedu, Coimbatore – 641 004, on any working day from 22.03.2010 to 21.04.2010. The documents can also be downloaded from our websites viz. www.tidelparkcoimbatore.in or www.tidelpark.com. The bidder has to pay the cost of Tender Documents at the time of submission if it is downloaded.

Method of submission (Tender Document):

The tender document consists of two parts.

1. **Part -I** : **General terms and Conditions, Pre-Qualification, Articles of Agreement, etc,**
2. **Part –II** : **Commercial Bid (Price Bid)**

Company Name (Bidder)	
Name of Authorised Person	
Signature	

Only the tenders submitted in the name of the company (not by individual's name) will be considered. This tender document is not transferable. A **Pre-bid meeting will be held on 16.04.2010 at 4.00 P.M at site. The last date for the tender submission is 22.04.2010 at 3.00 P.M in Chennai-113. The Part-I of the tender document will be opened on 22.04.2010 at 4.30 P.M. in Chennai-113**

EARNEST MONEY DEPOSIT:

A **Demand Draft for Rs.1,00,000/- (Rupees One lakh only) in favour of TIDEL Park Coimbatore Limited payable at Chennai**, towards Earnest Money Deposit shall be enclosed in a separate sealed cover along with the Part-I. Under no circumstances Earnest Money Deposit will be accepted in the form of fixed deposit receipts or Bank or Insurance guarantee or cash or cheque.

The cover shall be superscribed "**Operating Food Court at Ground Floor of TIDEL PARK COIMBATORE LIMITED**". The name of bid, name of the bidding company and due date shall be clearly mentioned in the cover. The tender documents shall be initialed / signed on all the pages by the Authorised Signatory along with the rubber seal of the company as an acceptance to the Terms and Conditions mentioned.

All the documents/supporting documents etc. including tender document shall be submitted in duplicate. Any corrections shall be duly attested by the Authorised Signatory.

The tender form must be filled in English and all entries must be hand written. If any of the documents is missing, or unsigned, the tender will be considered invalid by the TIDEL Park Coimbatore Ltd. Rates should be quoted both in figures and words in columns specified in the Part-II only. In case of discrepancy between the rates quoted in figures and words, the highest of them shall prevail. All erasures and alterations made while filling the tender must be attested by initials of the tenderer and stamped. No unsolicited change in rate or conditions after the opening of the tender will be entertained.

Company Name (Bidder)	
Name of Authorised Person	
Signature	

Each page of the tender documents should be signed by the person or persons with seal of authority submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, etc., as laid down. Tender documents not so signed will be rejected.

Technical bid (Part-I) with valid EMD shall be considered for further evaluation. The bids without EMD, shall be treated as non responsive and will not be considered for evaluation. **The price bids of the Pre-Qualified bidders who meet the Pre-Qualification criteria will only be opened.**

The rate shall be quoted in the Part-II – Commercial Bid (Price Bid).

TPCL reserves the right to cancel any or all the bids without assigning any reasons therefor. All correspondence shall be addressed to-

The Chairman
TIDEL Park Coimbatore Limited (I Floor)
No. 4, Rajiv Gandhi Salai
Taramani, Chennai-600 113.
Phone: 044- 2254 0500/01/02, Fax: 044-2254 1744

2-A) IMPORTANT INFORMATION:

- a) The Bidder should satisfy himself that the document is complete in all respects. Intimation of discrepancies, if any, should be given to the below mentioned office immediately:

The Chairman
TIDEL Park Coimbatore Limited
TIDEL Park, I Floor, 'A' North
4, Rajiv Gandhi Salai,
Taramani, Chennai – 600 113

Company Name (Bidder)	
Name of Authorised Person	
Signature	

- b) Neither TPCL nor their Employees or Consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender Document and it is not possible for TPCL to consider the investment objectives, financial situation and particular needs of each party, who reads or uses this Tender Document. Each prospective Bidder should conduct his own investigation and analysis and cross check the accuracy, reliability and completeness of the information in this Tender Document and obtain independent advice from appropriate sources.
- c) Neither TPCL nor their employees or Consultants will have any liability to any prospective Bidder or any other person under the Law of Contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Tender Document, any matter deemed to form part of this Tender Document, the grant of License for operating the Food Court, the information and any other information supplied by or on behalf of TPCL or their employees or any Consultants or otherwise arising in any way from the selection process for grant of License to operate the Food Court.
- d) TPCL reserves the right to reject any or all of the Bids submitted in response to this Tender at any stage without assigning any reasons whatsoever.
- e) TPCL reserves the right to change any or all of the provisions of this Tender Document. Such change would be intimated to all the parties procuring this Tender Document.
- f) TPCL reserves the right to change, modify, add to or alter the Bidding process by inclusion of additional evaluation criteria for further shortlisting of Bidders at later stages. Any change in the Bidding process shall be intimated to all the parties concerned.
- g) TPCL reserves the right to vet and verify any or all information submitted by the Bidder.

Company Name (Bidder)	
Name of Authorised Person	
Signature	

- h) If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query or clarification by TPCL, is found to be incorrect or is a material mis-representation of the facts, the Bid will be liable for rejection. Mere clerical error or Bonafide mistake may be treated as an exception at the sole discretion of TPCL, provided TPCL is adequately satisfied about the nature of the error or mistake.
- i) Bidder shall be responsible for all costs associated with the preparation of the Bid. TPCL shall not be responsible in any way for such costs regardless of the conduct or outcome of this Bidding process.

2-B) INTRODUCTION AND BACKGROUND OF TENDER PROPOSAL

TIDEL Park Coimbatore Ltd., is the Major Information Technology Park established in SEZ at Coimbatore, spread over an area of about 9.5 acres with built up area of 1.7million sq.ft. TIDEL Park Coimbatore shall be geared up for operation in a phased manner from July 2010 on wards. TIDEL Park is a reputed brand in IT infrastructure sector. Several leading Multinational / National Information Technology companies are expected to be located in TIDEL Park Coimbatore.

3. FOOD COURT AT GROUND FLOOR:

TPCL would like to grant licence to a well established & reputed Agency / Restaurant / Food court operator who can establish and operate Food Court in Ground Floor with an area of about 20,000 sq.ft. for three years from the date of Letter of Award (excluding the 3 months rent free fit out period). The Ground Floor Food Court shall be housed with multi Food Counters under sub licence (or) on their own viz. Branded products like KFC, MacDonald, etc South Indian Vegetarian, South Indian non-Vegetarian, Pizza, Continental Food, Kabab (Tandoori Items), Chinese Food, Sweets and Chat items, Fresh fruits/Juices, Ice-creams and Coffee Shop.

Company Name (Bidder)	
Name of Authorised Person	
Signature	

4. FOOD COURT BUSINESS:

Besides the above, Food Court operator may provide required services to the clients at their premises as per request viz: food (Vegetarian & Non-vegetarian), meals/ snacks/ tea/ coffee /beverages. Also Food Court operator may provide Refreshments @ Conference in Fiirst floor as per request during events conducted by clients / associates.

5. TENDER FOR FOOD COURT AT Ground FLOOR:

The space for Food Court in Ground Floor includes Dining Hall, Kitchen area, Serving area, Wash area, Store area, , etc. LPG Cylinders have to be stored out side the main building as per safety standards. Terms & conditions and Tender Documents are made available in our websites viz. www.tidelparkcoimbatore.in or www.tidelpark.com

6. OPERATIONS

The food court operator has to establish the entire complete facilities for serving multi cuisine foods including Vegetarian, Non-vegetarian foods, Coffee Shop, etc.

The Dining Hall shall be centrally air-conditioned one by TPCL with False Ceiling , light fittings, A/C distributors, Fire Detection sensors , Sprinklers, etc. The above food court is offered as is where is condition (warmshell) in all areas except Dinning Area and it is the responsibility of the Operator to create necessary infrastructure and facilities at their cost for operating Kitchen /Food court and providing catering services. The Food court operator has to provide Dining Tables / Chairs which can be taken back by the food court operator, after the licence is over. Dish wash machines, water cooler, kitchen equipment, etc. have to be provided by the successful bidder for using the same during the Licence period and take back them on expiry of Licence. It is the responsibility of the food court operators to maintain the above said equipments at their cost.

Company Name (Bidder)	
Name of Authorised Person	
Signature	

A separate area is earmarked for Gas bank out side the main building & Gas supply line upto the kitchen at ground floor is to be provided by the operator. The interested operators may inspect the premises before submission of bids for having the first hand information on the available infrastructure and facilities.

7. AREA MADE AVAILABLE FOR ESTABLISHING THE FOOD COURT IN GROUND FLOOR AND IMPORTANT CONDITIONS OF LICENSE:

- a) Total carpet area available for the food court comprising Kitchen, dining, wash area is approximately 20,000 sft. Rent will be charged for the actual area occupied.
- b) The above area is earmarked for kitchen and food service counters with connected facilities, Dining area for serving the food items .The food court operator is permitted to do the interior / modifications at their cost in all the areas with consent of TPCL.
- c) Besides the area (a) above, 100 sq.ft. area outside the building area and within the campus will be made available for storage of LPG Cylinders.
- d) Modifications / creation of Kitchen Equipments and connected infrastructure / facilities at kitchen shall be carried out by the food court Operator at his cost in consultation with TPCL.
- e) Interior works including sign boards, Food Counters and Furnitures including chairs and tables in Dining area to be provided at the Food Court at Food Court Operator's cost.
- f) LPG storage yard with pipelines shall be set up by the food court operator at their cost in the area provided.
- g) Deployment of adequate manpower, materials, consumables etc. to run the food court shall be the responsibility of the Operator.
- h) The food court Operator will be charged a monthly License Fee of Rs.21/- per Sq.ft. (Carpet area) for the allotted area for the first 12 months after rent free fit out period of 3 months from the date of LoA. The Operator for the Food Court shall be finalized through the tender process based on the maximum monthly charges to be quoted for the 2nd and 3rd year of Operations with locking in period of 36 months. The minimum upset

Company Name (Bidder)	
Name of Authorised Person	
Signature	

license fee is Rs.30/- (Rupees Thirty only) per sq.ft. of carpet area / month for the actual area occupied for 2nd and 3rd year of operations.

- i) The successful Bidder shall pay one month's License Fee and operation and maintenance fee in advance within 10 (Ten) days from the date of Letter of Award (towards License Fee for the first month of operation).
- j) From the second month of operation, monthly License fee shall be paid by the Food Court Operator to TPCL on or before the 7th day of every month in advance.
- k) Operation and Maintenance charges will be charged separately for the total area of @ Rs.5 per sq.ft. per month with annual escalation of 5% every year and this shall be paid to TPCL on or before the 7th day of every month in advance.
- l) Water and Electricity charges shall be paid by the Food Court Operator for the actual consumption at the rates intimated by TPCL from time to time for the area occupied.
- m) An interest free, refundable Security Deposit equivalent to Ten Months' License Fee (quoted rate) by way of a crossed demand draft drawn on a Scheduled Bank in favour of TIDEL Park Coimbatore Ltd., payable at Chennai, shall be remitted by the Food Court Operator within 10(TEN) days from the date of Letter of Award.
- n) The food court shall be run from 6 AM to 10 PM everyday on 7 days basis and also to provide hot drinks such as tea, coffee during late night.
- o) Indian/Western / Continental food / Vegetarian / Non-vegetarian food, beverages /hot drinks shall be provided.
- p) It shall be the responsibility of the successful bidder to equip himself with all the permits, Licenses etc. as may be required under the law in force at any time with regard to the operation of the Food Court.
- q) The food court Operator shall use the premises only for the approved activities and purpose and for the services as may be permitted from time to time by TPCL and shall not use the same for any other purpose whatsoever without the prior written consent of TPCL.
- r) TPCL reserves the right to change the location of the premises at any time and may at its discretion call upon the bidder to vacate the site and may give him an alternative

Company Name (Bidder)	
Name of Authorised Person	
Signature	

premise for the purpose of this lease. In such a case, the Bidder shall be bound to vacate the premises immediately and accept the said alternate premises.

8. ACCEPTANCE AND WITHDRAWAL:

The final acceptance of the tender would be entirely vested with TPCL who reserves the right to accept or reject any tender, without assigning any reason whatsoever. There is no obligation on the part of TPCL to communicate in any way with rejected Bidders. After acceptance of the tender by TPCL, the Bidder shall have no right to withdraw his tender or claim Lower price.

Tenders furnished with incomplete information are liable for rejection.

For each category of Pre-qualification criteria, the documentary evidence is to be produced duly attested by the contractor, serially numbered and enclosed with the technical bids. **If documentary proof is not enclosed for any/all criteria the Tender is liable for rejection.**

9. PRE-QUALIFICATION

Sealed tenders are invited for operating food court as per the terms and conditions of this tender document and the Bidders should meet the following pre-qualification criteria:

Pre-Qualification Criteria	Operating a Food Court
<i>Total Annual Turnover</i>	<i>Should have a turnover of atleast Rs.1 Crore in any one of the last three years ended on 31-03-2009 in Hotel/ Restaurant/ food court business .</i>
<i>Experience</i>	<i>Should have been in the business atleast for a minimum period of 3 years in Hotel / Restaurant / food court operations.</i>

The bidder shall furnish the relevant details / documents for meeting the above pre-qualification criteria along with supporting documents. Copy of Annual Reports, Auditors Certificate for the Income from Food Court business, Income Tax returns, Completion/Performance certificates from clients, shall be enclosed as supporting documents for meeting the Pre-qualification criteria along with Part-I.

Company Name (Bidder)	
Name of Authorised Person	
Signature	

Before tendering, the bidder is advised to visit the area earmarked for the food court at site and familiarize themselves with all local and site conditions. Ignorance of the site conditions shall not be accepted by the Owner as a basis for any claim for compensation later.

10. SELECTION PROCESS

The bidders have to submit their technical bid (Part-I) and commercial bid (Part-II) in one cover duly superscribed with the prescribed phrase as indicated under the clause 'Submission of Bids'. Bidder shall submit a detailed and comprehensive proposal on the food court in the ground floor. Details of catering services provided to various organizations, food items (Western / Continental food /Vegetarian & Non-vegetarian) that had been served number of personnel involved including supervisory personnel in the operation of the Food court /Catering services should be stated in the Technical Bid as per the format enclosed.

The Licence fee for 1st year of operations (after 3 months rent free fit out period) is fixed at Rs.21/- per Sq.ft. (Carpet area). The pre-qualified Bidder (technical), who has quoted the highest License fee in terms of the rate per sq.ft. (for 2nd and 3rd year of operations) will be selected and granted License for operating the Food Court at ground Floor in TIDEL Park Coimbatore.

11. COMMITMENT TO FAIR AND TRANSPARENT PROCESS

TPCL is keen on ensuring a fair and transparent process which shall lead to the selection of the Food Court Operator and also protect the confidentiality of the information shared by the bidders with TPCL.

12. EARNEST MONEY DEPOSIT (EMD)

The EMD of Rs. 1,00,000/- (Rupees one Lakh only) submitted by the bidders shall be forfeited, if the Bidder –

- *withdraws his bid during the validity of his bid;*
- *fails to commence the preparatory work with in TEN days of "Letter of Award." (LOA) issued*
- *fails to pay the required Security Deposit within the stipulated time.*

Company Name (Bidder)	
Name of Authorised Person	
Signature	

- *fails to pay one month's License fee in advance within the stipulated time.*
- *fails or refuses to execute the LOA issued , fails to comply with the terms of this tender.*
- *Fails to complete the entire work & commence the food court operations with in 90 days from LOA*

Refund of EMD:

13. EMD of the unsuccessful bidders will be returned without any interest on finalization of the contract with the selected bidder. On furnishing the prescribed Security Deposit and after payment of one month's advance License fee, EMD of the successful bidder shall be refunded to him without any interest.

14. PROCEDURES TO BE FOLLOWED

a) Validity of the Bid

The Bid submitted shall be valid for a period of not less than six months from the last date for submission of the Bid and **an express statement to this effect shall be made in the covering letter to be submitted with Part – I of the Tender.** TPCL may solicit the bidders concerned for extension of the period of validity, which may be agreed to by the Bidders at their sole discretion.

b) Authentication of Tender Documents and Bids

Each page of this original tender document and its enclosures should be authenticated by the authorised representative and signatory of the bidder. Each page of the Bid and corrections, if any, should also be appropriately initialled by the authorized representative and signatory.

c) Submission of Bids

The Bids shall be submitted in single cover (Containing Part I cover and Part II cover) as follows:

Company Name (Bidder)	
Name of Authorised Person	
Signature	

S.No.1	Part - I Technical Bid I along with all Enclosures in a separate cover.
S.No.2	Part – II Commercial Bid in a separate cover

Bidders shall submit their Technical and Commercial Bids in a sealed envelope containing Part I (Technical Bid), Part-II (Commercial Bid) and enclosures addressed to the Chairman, TIDEL Park Coimbatore Limited, superscribed with the phrase “**Tender for operating Food Court at Ground Floor of TIDEL Park Coimbatore Ltd**” and sent to the Chairman, TIDEL Park Coimbatore Limited.

The envelopes should contain the name and address of the Bidder.

15. LAST DATE FOR SUBMISSION OF BIDS

The Bidder shall submit his bids (Technical & Commercial) as above by Registered Post / Courier Service or in person so as to reach the following address on or before **22.04.2010** by 3.00 P.M.

The Chairman
TIDEL Park Coimbatore Limited
First Floor, ‘A’ North
4, Rajiv Gandhi Salai,
Taramani, Chennai – 600 113.

TPCL shall not be responsible for any delay in transmission of the Bid documents.

16. RESPONSIVENESS

The Bids submitted by the Bidders would be initially scrutinized to establish Responsiveness. A Bid shall be deemed ‘Responsive’, if it satisfies all the following requirements.

- It is received by the due date and time specified.
- It includes all the information and documents required to be submitted in the Bid as stipulated in the Tender Document.
- It is signed and sealed by a duly authorized signatory of the Bidder.

Company Name (Bidder)	
Name of Authorised Person	
Signature	

➤ The Bidder has submitted the earnest Money Deposit.

Bids which are not satisfying any of the above conditions will be deemed to be non-responsive and rejected.

17. EVALUATION

The Technical Bid (Part - I) of those bidders will be opened at 4.30 P.M. on **22.04.2010** in the presence of the authorised representatives of the bidders. It is not mandatory for the bidders or their representatives to be present for opening the bids.

18. SELECTION OF BIDDER

The rent is fixed at Rs.21/- Sq.ft. per month for the actual area (Carpet Area) occupied for the Food Court during the first year of lease (after the rent free fit out period of 3 months from LOA). The bidder has to quote their best rate which shall not be less than the upset rent of Rs.30/- per Sq.Ft. for the 2nd and 3rd year of Operation in terms of rate per Sq.ft.

The Pre-qualified Bidder offering the highest License fee in terms of rate per sq.ft. per month would be offered the License to run the Food Court at ground Floor. TPCL will issue a Letter of Award to the selected bidder and on receipt of Security Deposit equivalent to 10 months, License Fee at the rate quoted / agreed by the Bidder and one month's advance License fee within Ten days of date of LOA, License would be granted to the bidder for operating the Food Court at Ground Floor.

On selection of the bidder, a Letter of Award will be issued to the successful bidder. The selected bidder should thereafter execute a License Agreement for the License granted by TPCL duly authenticated within 14 days from the date of the Letter of Award.

In case of a tie between eligible bidders where the Highest License fee is quoted by two or more of the bidders, TPCL will break the tie by inviting fresh commercial bids from the Pre-qualified bidders. In such an event of a tie, where new commercial bids are received, the earlier commercial bids shall stand cancelled and the upset License Fee for the new commercial

Company Name (Bidder)	
Name of Authorised Person	
Signature	

bids shall be the Highest License Fee quoted by the bidders in the earlier commercial bid. The Bidder quoting the highest License fee will be selected for award of the License. In case of discrepancy between the rates quoted in figures and words of the highest of them shall prevail .

Disputes:

On any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity or the breach thereof, the parties shall first endeavour to settle the same amicably in a spirit of co-operation. If the dispute cannot be amicably settled either party shall, as soon as practicable, but not earlier than 3 months give to the other party notice in writing of the existence of such dispute or difference, specifying the nature and the point at issue and the same shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act, as amended from time to time. The dispute or difference shall be referred to the Sole Arbitrator to be appointed by both parties mutually agreed.

“Except as above, all matters arising under this agreement shall be subject to the exclusive jurisdiction of the Courts at Chennai, India only”.

TPCL reserves the right to cancel the Letter of Award issued to the selected bidder and invite the next highest bidder for award of License, if the selected bidder –

- *withdraws his bid during the validity of his bid;*
- *fails to commence the preparatory work with in TEN days of “Letter of Award.” (LOA) issued*
- *fails to pay the required Security Deposit within the stipulated time.*
- *fails to pay one month’s License fee in advance advance within the stipulated time.*
- *fails or refuses to execute the LOA issued , fails to comply with the terms of this tender.*
- *Fails to complete the entire work & commence the food court operations with in 90 days from LOA*

Company Name (Bidder)	
Name of Authorised Person	
Signature	

I ----- represented & authorized by M/s-----
confirm that the above information provided are true & best of my knowledge and I also agree to
all the terms & conditions of the Tender as specified in Documents viz **Part I: General terms
and Conditions, Pre-Qualification, Articles of Agreement, etc, and Part –II : Commercial
Bid (Price Bid) and also Pre-bid minutes which is also made as part of this tender.**

Date:-

Place:-

Company Name (Bidder)	
Name of Authorised Person	
Signature	

TENDER FORM FOR OPERATING THE FOOD COURT IN GROUND FLOOR
GENERAL INFORMATION

1. Name of the Firm / company

2. Address

3. Telephone

4. Fax Nos.

5. E-Mail ID

6. Web site (if any)

7. Name of the Proprietor: / Chairman/ MD:

8. The applicant firm is (please specify)
 - a) a Proprietary Firm
 - b) a Firm in Partnership
 - c) a Limited Company or Corporation
 - d) a Group of Companies

Company Name (Bidder)	
Name of Authorised Person	
Signature	

9. Whether presently operating any Hotel/ Restaurant /Food Court Business. If yes, then give the following details:

- a) Name of the organization where the above said services are provided:
- b) No. of out lets being operated in India (specify)
- c) Experience in No of years in Food / Hotel /Restaurant / Food Court Business :
- d) No. of employees engaged in the above said business:
- e) Annual turn over from the above said business for 2006-07: Rs. _____ Lakhs
for 2007-08: Rs. _____ Lakhs
for 2008-09 : Rs. _____ Lakhs

10. No. of employees proposed to be employed in our Food Court :

11. Details of earnest money enclosed: DD No. dt.....

Issued Bank –

(*) NOTE:

- a. The earnest money will be forfeited if the Food Court is not started/commenced within the stipulated time period fixed by the Owner.
- b. TPCL will provide only the space for the Food Court. Contractor has to make arrangement for the kitchen equipment, utensils and crockery.
- c. The firm / contractor should ENCLOSE supporting documents such as copies of the award contract, PAN No. , TNGST No, Service tax No etc for the information given by him in the above proforma, failing which the tender will not be considered.

Company Name (Bidder)	
Name of Authorised Person	
Signature	

General Terms and Conditions

- 1) Initially the contract will be awarded for a period of three years and can be extended for a further period of **TWO years** subject to mutually agreed terms & conditions. However, TPCL has the rights to renew or terminate the contract at the end of three years. In case if the Food court Operator vacates before 36 months of lock in period excluding 3 months free fit out period then the Security Deposit will be forfeited.
- 2) TPCL will not provide any type of crockery, utensils and other equipments to the firm. The bidder shall purchase good quality crockery for serving the food items etc.
- 3) TPCL will provide only Food Court space, electricity and required water for cleaning the utensils. Electricity and water will be provided at convenient points and usage/consumption charges for the same have to be paid by the bidder.
- 4) Bubble top good quality drinking water shall be provided by the Bidder in Food Court at free of cost
- 5) Food Court has to be kept open on Saturdays, Sundays and other holidays as per the requirement of TPCL and on working days. The Food Court shall be run from 6 AM to 10 PM everyday on 7 days basis and also to provide hot drinks such as tea, coffee during late night.
- 6) Rate for the items to be supplied at the Food Court should be reasonable & be comparable with the price in similar Food Court /Restaurant outside. The rates for various items shall be displayed in the Food Court.
- 7) The selected vendor will be liable to pay for penalty in case their services are found to be unsatisfactory apart from revoking / canceling the licence.
- 8) The contractor shall supply only the items specifically approved by the management. However, more items can be included in the menu with prior approval of the Management.
- 9) The contractor shall be able to supply various food items based on any reasonable request from the occupants of TPCL from time to time.
- 10) In case of any food poisoning/Contamination the contractor will be held fully responsible and contractor will bear all the expenses caused due to food poisoning/Contamination.
- 11) The Contractor shall employ adequate number of staff in order to maintain efficiency/cleanliness.

Company Name (Bidder)	
Name of Authorised Person	
Signature	

- 12) All persons engaged by the contractor shall be the Contractor's own employees and they shall claim no privileges from TPCL. The Contractor shall be directly responsible for the administration of his employees as regards general discipline and courteous behaviour.
- 13) The Contractor will get all his workers medically examined from approved Registered Medical Practitioner, to be free from communicable diseases in addition to general fitness and will also ensure that the servers on duty are in proper uniform wearing name plates. The Contractor will also ensure that neat and clean uniforms are provided to his staff.
- 14) The Contractor will be responsible for cleanliness of crockery, cooking utensils, furniture, fixtures and fittings, etc in the kitchen as well as the Food Court hall. The organization will not provide any cleaning materials/dusters, etc. for the same.
- 15) Very high standards of hygiene and cleanliness shall be observed in the operating of the kitchen, the Food Court Hall and connected services by the Contractor and workers engaged by Contractor including those responsible for collection of used utensils and periodic disposal of waste and refuse as per the ISO 14001 standards.
- 16) All sales from the Food Court shall be carried out by the contractor preferably in the form of printed coupons for various food items. Collection of money is in the scope of the Contractor. TPCL shall neither be responsible nor is to be approached for any help in realizing dues which will be wholly at the risk of the Contractor.
- 17) The Cafeteria shall be for the exclusive use of the occupant employees of TPCL and various contract agencies employees and their guests and no outsiders will be allowed.
- 18) The Contractor shall be responsible for the quality of the eatables supplied and for the service.
- 19) The Contractor shall not take out of the TPCL premises any articles or stores without a Gate-Pass to be issued by the Food Court in-charge and authorized by the TPCL-administration.
- 20) The Contractor shall at his own cost, effect, as required as per the Act, necessary insurance in respect of the staff and other personnel or persons to be employed or engaged by the Contractor in connection with the rendering of the aforesaid services to TPCL and shall comply with the provisions of Contract Labour (Regulation and Abolition) Act, Employees Staff Insurance Act, Workmen's Compensation Act, Payment of wages Act, the Employees Provident Fund and Family Pension Fund Act 1952, the other rules, regulations and/or statutes that may be applicable to them now or that may be introduced by the Government of Tamilnadu subsequent to the date of this agreement. The Contractor shall not employ any persons who are below the age of 18 years in the running of the Food Court and the Contractor shall keep TPCL indemnified from all acts of omission, default, breaches and/ or any claim, demands, loss, injury and expenses to

Company Name (Bidder)	
Name of Authorised Person	
Signature	

which TPCL may be put to or involved as a result of the Contractor's failure to fulfill any of the obligations here under and/or under statutes and/or any bye-laws or rules framed hereunder or any of them. TPCL shall be entitled to recover any such losses or expenses which it may have to suffer or incur on account of such claims, demands loss or injury from the security deposit of the Contractor without prejudice to its any other rights under the law.

- 21) TPCL shall have the right to search the Contractor's employees at any time while going out of the office premises and there shall be no grievance expressed/ felt on this account either by Contractor or his employees. The Contractor will issue ID Cards to the Contractor's workers in the format approved by TPCL.
- 22) TPCL nominees reserve the right to take samples of the edibles/ raw material from the Food Court for the purpose of inspection and testing with a view to maintain the quality. Such samples will however be drawn by authorised person/persons nominated by TPCL.
- 23) A Food Committee of TPCL shall be formed and this committee has the rights to inspect and oversee functioning of Food Court with a view to ensure hygiene and sufficient service in the Food Court. This Committee also has the rights to inspect the food preparation site in case there are repeated failures or lacuna noticed by the Committee due to failure of Contractor, the Secretary and/or Chairman of the Committee, can impose a fine upto Rs. 1,000/- at every occurrence apart from revoking / canceling the licence.
- 24) The Food Court operator shall submit a copy of the certificate from the Food Inspector of Tamilnadu Government as and when required by TPCL. The bidder shall obtain all necessary statutory approvals.
- 25) The Contractor shall ensure that no hazardous or inflammable or any intoxicating material is stored in the Food Court premises.
- 26) The Contractor shall not sublet or assign the license or use the space provided for operating the Food Court for purposes other than operating a Food Court and shall not allow anybody or reside in the licensed premises and shall not use the same to part of it for stocking or keeping articles other than those needed for use in the Food Court nor shall be made or permit to be made any structural additions and alterations to the same without written sanction of the Management.
- 27) The Contractor shall be responsible for all damages or losses to TPCL property by the Contractor himself or his staff and shall be liable to make good any such loss or damage excepting those due to reasonable use or wear and tear or such as caused by an act of God.

Company Name (Bidder)	
Name of Authorised Person	
Signature	

- 28) TPCL will not be in any way responsible for any loss or damages accruing to any goods, stores or articles that may be kept by the Contractor in the Food Court premises including kitchen and other rooms.
- 29) For termination of this agreement **three months notice will be required from either side** in writing. The Contractor shall vacate the licensed premises peacefully after the expiry of the licensed period and/ or earlier if desired by TPCL and shall hand over the same to the authorised officer along with all furniture, fittings and other articles as may have been provided, from time to time and the decision TPCL, shall be final and binding upon the Contractor. The Contractor shall be free to remove without any damage to the TPCL property and other articles that might have been brought by the Contractor.
- 30) The Contractor shall keep in a conspicuous place in the Cafeteria the list of items and a complaint book to record complaints, and this book shall be open to inspection by persons duly authorized by TPCL. The contractor shall inform TPCL administration of the action taken by him in respect of complaints recorded in the book and shall carry out such directions as may be given to him from time to time.
- 31) In case of any dispute the matter shall be referred to TPCL, and TPCL decision will be final and binding on the Contractor.
- 32) The Contractor has a bare permission only to run a Food Court at Ground floor in the TPCL premises during the Contract period and nothing contained in this document shall be construed as demise in law of the said TPCL premises or any part thereof and shall not give any legal title or interest to the Contractor.
- 33) The Contractor on the grant of the licence shall conclude a licence agreement with TPCL on the above terms or on terms as modified in the pre-bid meetings and other correspondences exchanged between the Contractor and TPCL and accepted by TPCL. Notwithstanding that a licence agreement has not been concluded between TPCL and the Contractor the acceptance by TPCL of the tender shall constitute a binding agreement between TPCL and the Contractor.

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Company Name (Bidder)	
Name of Authorised Person	
Signature	

TIDEL Park Coimbatore Limited

Tender for operating a Food Court in Ground Floor (Annexure to Part I of Tender)

A. To satisfy the pre-qualification criteria for the annual turn over of Rs. 1 Crore in Food Court operations during any one of the last 3 years ended 31.03.2009.:

Name of the Bidder			
Year of Establishment			
Type of Company / Firms	Proprietary / Private Limited / Public Limited		
Year of operations	2006-2007	2007-2008	2008-2009
a) Annual turnover of the Company (Rupees in Lakhs)			
b) Turn over from Hotel / Restaurant/Food Court Out of item (a)			
c) List of support documents i) Balance Sheet ii) Annual Report iii) P&L Statement iv) Income Tax return-copy v) Auditor Certificate			

NOTE: If the above space provided in the statement is not sufficient to fill up the details, the bidders may submit a separate enclosure along with the Part I of the Tender.

Company Name (Bidder)	
Name of Authorised Person	
Signature	

TIDEL Park Coimbatore Limited

Tender for operating a Food Court at Ground Floor

(Annexure to Part I of Tender)

B. To satisfy the Pre-qualification criteria for experience in operating Hotel/ Food Court / Restaurant / Food Court Business during the last 3 years ended on 31.03.2009.

1.	Name of the Bidder			
2.	Year of Commencement of Business (Hotel/ Food Court / Restaurant)			
3.	Type of basis	Hotel / Food court / Restaurants		
4.	No. of years of experience in the above area	Hotel (Boarding) – Food Court – Restaurants -		
5.	List of Hotel/ /Restaurant / Food Court Business etc. during the last three years			
	Name & Type	Location	Seating Capacity	No. of Years of Operation
a				
b				
c				
d				
e				
f				
g				
h				
6.	Support document for the above to be enclosed.			

NOTE: If the above space provided in the statement is not sufficient to fill up the details, the bidders may submit a separate enclosure along with the Part I of the Tender.

Company Name (Bidder)	
Name of Authorised Person	
Signature	