

TICEL BIO PARK LTD

FOOD COURT

**TENDER FOR GRANTING LICENSE FOR ESTABLISHING & OPERATING FOOD COURT IN THE
GROUND FLOOR OF TICEL BIO PARK – II, CSIR ROAD, TARAMANI, CHENNAI – 600 113**

VOLUME – I

TECHNICAL BID

(Due Date of Submission: ON OR BEFORE 3.00 P.M. ON 07.07.2017(Friday))

**TICEL BIO PARK LTD
CSIR ROAD, TARAMANI, CHENNAI – 600 113**

Company Name	
Name of Authorized Person	
Signature	

TICEL BIO PARK LTD

FOOD COURT

TENDER FOR GRANTING LICENSE FOR OPERATING FOOD COURT (GROUND FLOOR) IN THE GROUND FLOOR OF TICEL BIO PARK – II

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

1. TICEL Bio Park is the Landmark Biotechnology Park established at Taramani, Chennai – 600 113 spread over an area of about 5 acres with built up office space of 7.6 lakhs sq.ft. (Bio Park – I & II). Various establishments in TICEL Bio Park and the other users viz., service providers, participants of Auditorium / Conference Room / Visitors etc. TICEL Bio Park Ltd. (TICEL) invites Tender for operating Food Court in the Ground Floor, hereinafter referred to as “Food Court – Ground Floor.

TENDER DOCUMENT:

2. The tender documents can be obtained from TICEL Bio Park Ltd, CSIR Road, Taramani, Chennai – 600 113, on payment of non-refundable amount of Rs.10,500/- (Rupees Ten Thousand and Five Hundred Only) by DD drawn in favour of TICEL Bio Park Limited, payable at “Chennai” on any working day from 07.06.2017 to 06.07.2017 during office hours. The bidder can also download the documents from the website viz; www.ticelbiopark.com, and in such cases the cost of the tender documents shall be paid along with the EMD by a separate demand draft in favour of “TICEL Bio Park Ltd.”.

Method of submission (Tender Document):

3. The tender document consists of two parts

Part – I : General Terms and Conditions, Pre-Qualification, etc.

Part – II : Commercial Bid (Price Bid)

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4. This tender document is not transferable and only the tender documents purchased in the name of the bidder will be considered. A Pre-bid meeting will be held on 20.06.2017 (Tuesday) at 4.00 P.M at TICEL Bio Park, Taramani, Chennai. The last date for the tender submission is on or before 07.07.2017 (Friday) at 3.00 P.M. The Part – I of the tender document will be opened on 07.07.2017 (Friday) at 4.30 P.M.

EARNEST MONEY DEPOSIT:

5. The tender document shall be duly filled in and submitted along with necessary supporting documents and a Demand Draft for an amount of Rs.78,000/- (Rupees Seventy Eight Thousand Only) drawn in favour of “TICEL BIO PARKLIMITED” towards Earnest Money Deposit (EMD). The DD for the EMD and DD shall be enclosed in a separate sealed cover along with Part – I of the Tender Documents. 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. Exception for document cost, EMD in any form is not accepted.

6. The cover shall be superscribed with “Establishing & Operating Food Court – Ground Floor at TICEL Bio Park – II”, the name of the bidder and date. The tender documents shall be initialed / signed on all the pages by the Authorised Signatory under the official seal of the company as an acceptance of the terms and conditions mentioned therein.

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

8. The tender form must be filled in English and all entries must be made by hand. If any of the documents is missing, or unsigned, the tender may be declared invalid by TICEL BIO PARKLIMITED at its discretion. Rates should be quoted only in Part – II and written both in figures and words in the specified columns. In case of any discrepancy between the rates quoted in figures and words, the highest of them shall be considered as the bid amount. All Page erasers including the alterations while filling tender must be attested by the tenderer and stamped. No unsolicited advice of any change in rate or conditions after the opening of the tender will be entertained.

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9. Each page of the tender document 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. Where the Authorised Signatory is not the Proprietor or Partner, Power of Attorney or Letter of Authority duly signed by the Proprietor / Partners shall be furnished along with the tender documents. In the case of others (Companies, societies, etc.) certified copy of the Board Resolution authorizing the signatory in this regard shall be furnished. Tender documents not so signed will be rejected.

10. Pre-qualification cum 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 only the pre-qualified bidders who meet the pre-qualification criteria will only be opened.

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

TICEL reserves the right to cancel any or all the bids without assigning any reasons thereto. All correspondence shall be addressed to:

The Managing Director
TICEL Bio Park Limited
CSIR Road, Taramani, Chennai – 600 113
Phone: 044 – 22542061 / 62 : Fax: 044 – 22542055

11. **IMPORTANT INFORMATION:**

a) Though adequate care has been taken in the preparation of this Tender Document, 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, prior to the last date for submission of the Tender:

**“The Managing Director, TICEL Bio Park Limited, CSIRRoad,Taramani,Chennai-600113,
Phone:044-22542060/61/62, Fax:044-22542055, Email:md@ticelbiopark.com,
Website:www.ticelbiopark.com.”**

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b) Neither TICEL 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 TICEL 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 TICEL 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 TICEL 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) TICEL 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) TICEL 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) TICEL reserves the right to change, modify, add or alter the Bidding process including inclusion of additional evaluation criteria for further short listing of Bidders at later stages. Any change in the Bidding process shall be intimated to all the parties concerned.

g) Mere submission of information does not entitle the Bidders to meet the eligibility criteria. TICEL reserves the right to vet and verify any or all the information submitted by the Bidder.

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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 TICEL, is found to be incorrect or is a material miss-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 TICEL, provided TICEL 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. TICEL shall not be responsible in any way for such costs regardless of the conduct or outcome of this Bidding process.

INTRODUCTION AND BACKGROUND OF TENDER PROPOSAL

12. TICEL Bio Park is a Research and Development Park, established at Taramani, Chennai spread over an area of about 5 acres with built up space of 7.6 lakhs sq.ft. TICEL Bio Park – I is operational since July 2004 and TICEL-II is operational from 2014. TICEL Bio Park is a reputed brand in R&D sector. Several leading Multinational / National Research and Development companies are located in TICEL Bio Parks.

FOOD COURT AT GROUND FLOOR:

13. TICEL – II has earmarked 7100 sq.ft. (Carpet Area) of space at Ground Floor furnished 'as is where is condition' for carrying out fit-out works by the Food Court Operator and operating Multi – Cuisine Food Courts with required fit-outs, Furnitures, Kitchen Equipments, Utilities, Services, Dining Table, Chairs, keep clean the food court area collect dispose the food court waste to away from TICEL daily etc. as per the requirements, at the cost of the Food Court Operator. TICEL's scope is limited to provide utility & services upto the battery limit of the Food Court.

In this context, the Multi Cuisine Food Court in the Ground Floor is proposed to be established in the space measuring 7100 sq.ft. (Carpet Area). The food court operator can operate veg, & non-veg, food, juice, coffee, tea etc.

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OPERATIONS:

14. The new food court operator in the Ground floor has to establish the complete facilities. Therefore, it is the responsibility and scope of new food court operator for revising the lay out in order to suit his new business plan for Multi Cuisine Food Court, Food Outlets etc. as per their requirements, if necessary and accordingly new food court operator has to establish all infrastructure facilities at his cost as detailed in Para 13 for serving multi cuisine foods including Vegetarian, Non-Vegetarian foods, coffee shop, etc. The successful bidder will be responsible to operate the Ground Floor Food Court at his cost and free to add equipments / facilities as deemed necessary with prior approval of concerned TICEL authorities.

The contractor has to make his own arrangement for Gas Bank with gas supply line up to the kitchen. The Dining Hall is centrally air-conditioned. The above food court is offered in furnished condition to the Food Court Operator and it is the responsibility of the Operator to create necessary infrastructure and facilities at their cost with prior approval of concerned TICEL authorities for establishing and operating food court for providing catering services. It is the responsibility of the food court operators to provide drinking water to the enduser at their cost. The interested parties may inspect the premises before submission of bids for having first hand information on the available infrastructure and facilities and for the improvement works to be carried out by the successful bidder.

15. Any alteration of food court if required, selected bidder has to do his own expense with prior permission of TICEL. On completion of the licence period, the operator will have to return the food court in the original condition at its own expense.

ACCEPTANCE AND WITHDRAWAL:

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

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Tender documents are not transferable and purchased documents submitted in sealed covers can only be accepted for further evaluation. Tenders with incomplete information and non-submission of EMD are liable for rejection.

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

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

a) The available total carpet area for the dining, Kitchen and storage of food court at ground floor is as mentioned below:

i)	Kitchen & Services	:	1852	}	- 4336 sq.ft.
ii)	Dining:				
	(a) Hall – 1	:	2484		
	(b) Hall – 2	:	<u>2745</u>		
	Total Area	:	<u>7081</u> (7100)		

TICEL has made space provision for the food court facility as above. Initially TICEL shall provide Dining Hall space-1 for carrying out food court operations. The Dining hall space-2 No.2 shall be allotted on need basis as per the requirement of bidder. However, the rent would be charged as per the actual area accepted by the bidder but the minimum area cover will be 4336 sq.ft. (Kitchen 1852 + Hall-1 2484 sq.ft.)

- a) The quoted rent is applicable for 1st year of operation and for 2nd year and 3rd year of operation rent with 5% annual escalation on the quoted rate.
- b) The successful bidder is permitted to do the modifications in the above said area at their cost with consent of TICEL.

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- c) Modifications / creation of Kitchen Equipments and connected infrastructure / facilities at Kitchen shall be carried out by the food court operator besides chairs and tables etc., at its own cost with prior approval of concerned authority of TICEL.
- d) Entire food court including Fit outs / Interior works including sign boards, Creation of Kitchen, Store Room, Wash areas, all utilities and services and Furniture including chairs and tables in Dining area should be kept clean and collected waste to be disposed of at their cost from TICEL premises daily.
- e) Deployment of adequate manpower for serving / cleaning of food court and other washroom cleaning, consumables, etc. to run the food court shall be responsibility of the operator. Changing of spares, parts, removing the blockage in food court area in the sanitary items are under the scope of food court operator.
- f) The Food court Operator will be charged a monthly rent for the kitchen, and dining area of 4336 sft. at the rates to be finalized through the tender process. The minimum upset license fee fixed is Rs.27/- (Rupees Twenty Seven Only) per Sq.ft. of carpet area / month for the entire area of 7100 sq.ft. The monthly rent should be paid by 5th of every month.
- g) The successful Bidder shall pay one month rent Fee in advance within 7 (Seven) days from the date of Letter of Award (towards License Fee for the first month of operation).
- i) Operation and Maintenance charges will be charged separately for the total area of 4336 sq.ft. @Rs.16.08/sq.ft per month with annual escalation of 5% with effect from 1st April every year. This shall be paid to TICEL before the 5th day of every month in advance.
- j) Water charge will be collected Rs. 85/ 1KL. A/C charges will be collected at actuals as per BTU meter (Presently Rs. 8/- kwhr). EB charges will be collected at actuals as per meter reading.
- k) An interest free, refundable Security Deposit equivalent to six (6) Months' rent Fee by way of a crossed demand draft drawn on a Scheduled Bank in favour of TICEL BIO PARK LIMITED., payable at CHENNAI shall be remitted by the Food Court Operator on award of the LOA within 7 (Seven) days from the date of Letter of Award.
- l) The Food Court shall be run from 7 AM to 11 PM everyday on 7 days basis and also to provide beverages such as Biscuits, Coffee and Tea, between 10 PM to 7 AM.

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- m) It shall be the responsibility of the successful bidder to equip themselves 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.
- n) 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 TICEL and shall not use the same for any other purpose whatsoever without the prior written consent of TICEL.
- o) TICEL 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 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.
- p) The Lock in Period is 36 months from the date of LoA.
- q) In-case, the Operator quits before the Lock in Period, the entire security deposit shall be forfeited.

PRE-QUALIFICATION:

18. To operate & establish / run the food court in the ground floor of its premises, sealed tenders are invited for establishing and operating food court as per the terms and conditions of this tender document.

The Bidder should meet the following pre-qualification criteria:

S.No.	Pre-Qualification Criteria	Operating a Food Court
A	Total Annual Turnover	Should have a turnover of atleast Rs.30 lakhs in any one year during the last three years ending 31.03.2017 in Food Court / Restaurant Business.
B	Experience	Should have been in the business atleast for a minimum period of 3 years in serving multi cuisine foods as on 31.03.2017
C	Capacity	The operator / bidder should have operating minimum one food court / food outlet in any one of the major Indian cities with total of 90 lakhs turnover of during the last 3 years ending 31.03.2017.

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The bidder shall furnish the relevant details / documents for meeting the above pre-qualification criteria along with supporting documents including Letter of Offer / Agreement and Completion / Performance certificates from clients, shall be enclosed as supporting documents for meeting the pre-qualification criteria along with Part – I.

Before tendering, the bidder is advised to visit food court located at the ground floor of TICEL Bio Park 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 completion later.

SELECTION PROCESS

19. The bidders have to place their technical bid (Part – I) and commercial bid (Part – II) in separate sealed envelope. Both these are to be submitted in one cover duly superscribed with the prescribed phase as indicated under the clause “Submission of Bids”. Bidder shall submit a detailed and comprehensive proposal on the food court in Ground floor. Details of food court 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 Bidder quoting the highest rent in terms of the rate per sq.ft. will be selected and granted License for operating the food court at Ground floor I TICEL Bio Park. **In any form, exception for tender cost & EMD is not permitted.**

COMMITMENT TO FAIR AND TRANSPARENT PROCESS

20. TICEL 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 TICEL.

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EARNEST MONEY DEPOSIT (EMD)

21. The EMD of Rs.78,000/- (Rupees Seventy Eight Thousand Only) submitted by the bidders shall be forfeited, if the Bidder

- Withdraws his bid during the validity of his bid.
- Fails to accept the Letter of Award within 15 days of issue
- Fails to pay the required Security Deposit within the stipulated time.
- Fails to pay one month's rent in advance within the stipulated time.
- Fails or refuses to execute the rent Agreement or where License Agreement could not be executed in time after acceptance, fails to comply with the terms of this tender.
- Fails to commence the operations within the stipulated time.

REFUND OF EMD:

22. EMD of the unsuccessful bidders will be returned without any interest by cheque on finalization of the contract with the selected bidder. On furnishing the prescribed Security Deposit and after payment of one month's advance rent, EMD of the successful bidder shall be refunded to him without any interest, but only after fit out activities are commenced.

23. 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 Park – I of the Tender. TICEL 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 the original tender document and its enclosures should be authenticated by the authorized representative and signatory of the bidder. Each page of the Bid and corrections, if any, should also be appropriately initiated by the authorized representative and signatory.

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c) Submission of Bids

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

Sl.No.1	Part – I Technical bid I along with all Enclosures in a separate cover
Sl.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 Managing Director, TICEL Bio Park Ltd. superscribed with the phrase “Tender for Operating Food Court at Ground Floor in TICEL Bio Park” and sent to the Managing Director, TICEL Bio Park Ltd. The envelopes should contain the name and address of the bidder.

LAST DATE FOR SUBMISSION OF BIDS

24. The Bidder shall submit his bids (technical & commercial) along with copy of Pre Bid Meeting Minutes as above by Registered Post / Courier Service or in person so as to reach the following address on or before 07.07.2017 (Friday) by 3.00 P.M.

**The Managing Director,
TICELBioParkLimited,
CSIRRoad,Taramani,
Chennai-600113,
Phone:044-22542060/61/62,Fax:044-22542055,
Email:md@ticelbiopark.com, Website:www.ticelbiopark.com.**

TICEL shall not be responsible for any delay in transit of the Bid documents and hence bidders shall ensure delivery of the bids to TICEL before 3.00 P.M. on 07.07.2017.

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RESPONSIVENESS

25. The Bids submitted by the Bidders would be initially scrutinized to establish responsiveness of the Tender. A Bid shall be deemed 'Responsive', if it satisfies all the following requirements.

- ⇒ It is received before 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.
- ⇒ The earnest Money Deposit is submitted.
- ⇒ Has paid the cost of tender documents in case tender document had been downloaded from the website by Demand Draft.
- ⇒ The Pre-Bid meeting minutes should be enclosed.

The bids which do not satisfy any of the above conditions will be deemed to be non-responsive and will be rejected.

EVALUATION

26. The Technical Bid (Part – 1) of those bidders will be opened at 4.30 P.M. on 07.07.2017, in the presence of the authorized representatives of the bidders, who choose to be present. It is not mandatory for the bidders or their representatives to be present for opening of the bids.

SELECTION OF BIDDER

27. The Pre-qualified Bidder offering the highest License fee in terms of rate per sft. per month would be offered the License to establish & operate / run the Food Court at Ground Floor for a period of 3 years. TICEL will issue a Letter of Award to the selected bidder and the successful bidder shall pay Security Deposit equivalent to 6 months rent. License Fee at the rate quoted / agreed by the Bidder and one month's advance License fee within 7 days of date of LoA for the Carpet Area of 4336 sft. as specified in the Tender.

The selected bidder should thereafter execute a License Agreement for the License granted by TICEL duly authenticated within 14 days from the date of the Letter of Award.

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In case of a tie between eligible bidder where the Highest License fee is quoted by two or more of the bidders, TICEL 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 bids 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, higher of the rates quoted shall be deemed to be the bid amount.

All matters arising under this agreement shall be subject to the exclusive jurisdiction of the Courts at Chennai, India only”.

TICEL 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 period of validity of his Bid;
- ⇒ Fails to pay the required Security Deposit and one month’s advance License Fee within the specified time;
- ⇒ Fails or refuses to execute the License Agreement or where License Agreement could not be executed in the stipulated time.
- ⇒ Commits a material breach of any of the terms and conditions contained in the Tender Document.
- ⇒ Failed to Commence the Food Court operation as per date fixed by TICEL.

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TENDER FORM FOR OPERATING THE FOOD COURT IN GROUND FLOOR

1. Name of the Firm / Bidder :
2. a) Address/ b) Telephone/ c) Fax Nos. :
3. Name of the Proprietor / Partner / Directors of the Firm:
4. The applicant firm is
 - a) a Proprietary Firm
 - b) a Firm in Partnership / LLP
 - c) a Limited Company or Corporation
 - d) a Group of Companies
(No. of years in Food Court / Restaurant)
5. Experience :
6. Whether presently operating any Food Court facility. If yes, then furnish the following details:
 - (a) Name of the organization where food court facility is provided:
 - (b) Seating Capacity
 - (c) No. of Counters:
 - (d) Food Items:
7. No. of employees proposed to be employed in Food Court:
8. Details of Earnest Money enclosed: DD No. dt.....

Issued Bank _____.

(*) NOTE:

- a) The earnest money will be forfeited if the Food Court operations is not started / commenced within the stipulated time period fixed by TICEL.
- b) TICEL will provide only the space for the Food Court. Operator has to make arrangement for the kitchen equipment, utensils, Crockery etc.
- c) The bidder / operator should ENCLOSE supporting documents such as copies of VAT, PAN No., TNGST No, Service tax No etc. for the information given by him in the above proforma, failing which the tender will be rejected.

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GENERAL TERMS AND CONDITIONS

1. Initially the contract will be awarded for a period of three years (36 months). However, TICEL has the rights to renew or terminate the contract at the end of three years.
2. **Lock in period:** If the successful bidder elects to terminate the license prior to 36 Months from the date of issue of LoA, the entire security deposit paid shall be forfeited by TICEL.
3. TICEL 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. and also furniture, table, chairs, other equipment, cleaning labours, for table, chair, food court and garbage, wash room, etc. as required for food court at the cost of tenderer.
4. TICEL will provide only Food Court space, Electricity and required Water for cleaning the utensils. Electricity and Water will be provided and usage/consumption charges for the same have to be paid by the bidder.
5. Bubble top good quality drinking water shall be provided by the Bidder towards the Food Court facilities at free of cost.
6. Food Court has to be kept open on Saturdays, Sundays and other holidays as per the requirement of TICEL and on working days. The Food Court shall be run from 7 A.M to 11 P.M everyday on 24 X 7 days basis and also to provide hot drinks such as tea, coffee during late night.
7. 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. Any change in rates shall be intimated to TICEL at least 7 working days in advance.
8. The selected vendor will be liable to pay penalty in case the services are found to be unsatisfactory in addition to revoking / cancelling of license. However, the penalty shall be restricted to 2% of monthly license fee.
9. The Licensee 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.
10. The Licensee shall be able to supply various food items based on any reasonable request from the occupants of TICEL Bio Park Ltd from time to time.
11. In case of any food poisoning / Contamination, the operator will be held fully responsible and shall bear all the expenses caused due to food poisoning / Contamination.
12. The operator shall employ adequate number of staff in order to maintain efficiency / cleanliness and dispose the garbage daily from TICEL premises.

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13. The persons engaged by the operator shall be his own employees and they shall claim no privileges from TICEL. The operator shall be directly responsible for the administration of the employees as regards general discipline and courteous behaviour.
14. In case SMART CARD is issued by Food Court Operator, no advances should be collected from the customers without prior approval of TICEL.
15. The operator 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 Operator will also ensure that neat and clean uniform are provided to his staff.
16. The operator will be responsible for cleanliness of crockery, cooking utensils, furniture, fixtures and fittings, etc. in the kitchen as well as the Food Court hall. TICEL will not provide any cleaning materials / dusters, etc. for the same.
17. Very high standards of hygiene and cleanliness shall be observed in operating the kitchen, the Food Court Hall and connected services by the Operator and workers engaged by him including those responsible for collection of used utensils and periodic disposal of waste. The food court waste namely vegetable / fruits food waste, kitchen waste etc. shall be collected and disposed by the operator on daily basis and disposed by the operator at his own arrangements outside the building through approved third party vendor. The kitchen waste line should be equipped with proper treatment system like grease trap etc. before connecting to the TICEL common line. Floor cleaning of all food court is under the scope of food court operator.
18. All sales from the Food Court shall be carried out by the operator preferably in the form of printed coupons for various food items; Collection of money is in the scope of the operator. TICEL shall neither be responsible nor is to be approached for any help in realizing dues which will be wholly at the risk of the operator.
19. The Cafeteria shall be for the exclusive use of the employees of occupants and employees of service providers and their guests and outsiders will be allowed with TICEL's permission.
20. The operator shall be responsible for the quality of the eatables supplied and for the service.
21. The operator shall not take out of the TICEL premises any articles or stores without a Gate – Pass to be issued by the Food Court in charge and authorized by the TICEL administration.
22. After completion of three years, further extension will not be permitted.
23. Any relevant statutory certificate needed such as sanitary certificate etc to be obtained by operator, individually.

Company Name	
Name of Authorized Person	
Signature	

22. The operator shall at his own cost, effect, as required as per the Act, Obtain necessary insurance in respect of the staff and other personnel or persons to be employed or engaged by the Operator in connection with the rendering of the aforesaid services to TICEL 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 Operator shall not employ any persons who are below the age of 18 years in the running of the Food Court and the operator shall keep TICEL indemnified from all acts of omission, default, breaches and / or any claim, demands, loss, injury and expenses to which TICEL may be put to or involved as a result of the Operator's failure to fulfil any of the obligations here under and / or under statutes and / or any bye-laws or rules framed hereunder or any of them. TICEL 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 Operator without prejudice to its any other rights under the law.

23. TICEL shall have the right to do security check of the operator employees at any time while going out of the TICEL premises and there shall be no grievance expressed / felt on this account either by operator or his employees. The operator will issue ID cards to the operator's workers in the format approved by TICEL.

24. TICEL 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 authorized person / persons nominated by TICEL.

25. A Food Committee of TICEL is in operation and this committee has the right 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 operator, the Secretary and / or Chairman of the Committee, can impose a fine upto Rs.1,000/- at every occurrence apart from revoking / cancelling the licence.

26. The operator shall submit a copy of the certificate from the Food Inspector of Tamil Nadu Government as and when required by TICEL. The bidder shall obtain all necessary statutory approvals.

27. The operator shall ensure that no hazardous or inflammable or any intoxicating material is stored in the Food Court premises.

28. The operator 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 be 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.

Company Name	
Name of Authorized Person	
Signature	

29. The Operator shall be responsible for all damages or losses to TICEL property by the operator itself or by its 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.

30. TICEL 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 Operator in the Food Court premises including kitchen and other rooms.

31. For termination of this agreement Six months notice will be required from either side in writing. The Operator shall vacate the licensed premises peacefully after the expiry of the licensed period and / or earlier if desired by TICEL and shall hand over the same to the authorized officer along with all furniture, fittings and other articles as may have been provided, from time to time and the decision TICEL, shall be final and binding upon the Operator. The Operator shall be free to remove without any damage to the TICEL property and other articles that might have been brought by the Operator. In case of renewal 6 month advance notice to be given before expiry of license.

32. The operator shall keep in a conspicuous place in the Food Court the list of items and a complaint book to record complaints, and this book shall be open to inspection by persons duly authorized by TICEL. The operator shall inform TICEL 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.

33. **ARBITRATION:** All disputes and difference of any kind whatsoever arising out of or in connection with the operator, whether during the progress of the works or during the Defect Liability Period shall be referred by the operator to TICEL within a reasonable time. The decision of the TICEL shall be final and binding upon the operator during the progress of the works and shall not be set of the aside on account of non-observances of any formality, any omission, delay or error in proceeding in or about the same or on any other ground or for any reasons. If the operator is dissatisfied with the decisions of TICEL or if TICEL fails to make a decision on any reference within a reasonable time, then and if in any such case, the operator may after 90 days of the reference to the TICEL refer the matter to arbitration. The reference to arbitration shall specify the matters which are in question, dispute or differences and only such dispute or differences of which the demand has been made shall be referred to arbitration. Notwithstanding the reference to arbitration, the operator shall continue to duly perform his obligations under the Contract.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Each party shall appoint an arbitrator and the arbitrators so appointed shall appoint a presiding arbitrator. The language of the proceedings shall be in English. The governing law shall be the laws in the State of Tamil Nadu and of India, as applicable. The venue of the arbitration shall be in Chennai.

Company Name	
Name of Authorized Person	
Signature	

DISPUTES & JURISDICTION: Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within the city of Chennai in Tamil Nadu.

TERMINATION:TICEL or the Operator may terminate the Contract if the other party causes a fundamental breach of the Contract.

34. The Operator has a bare permission only to run a Food Court at Ground Floor in the TICEL premises during the Contract Period and nothing contained in this document shall be construed as demise in law of the said TICEL premises or any part thereof and shall not give any legal title or interest to the Operator.

35. The Operator on the grant of the license shall conclude a license agreement with TICEL on the above terms or on terms as modified in the pre-bid meetings and other correspondences exchanged between the Operator and TICEL and accepted by TICEL. Notwithstanding that a licence agreement has not been concluded between TICEL and the operator the acceptance by TICEL of the tender shall constitute a binding agreement between TICEL and the Operator.

36. Service Tax or any other tax / statutory levy or rent / O&M or Units on all tenancy charges including Rent, O&M, A/c, Electricity shall be borne by the Food Court Operator.

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Company Name	
Name of Authorized Person	
Signature	

TICEL BIO PARK LIMITED

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

Sl.No.A To Satisfy the Pre-Qualification criteria for the annual turnover of at least Rs.30 lakhs in Food Court / Restaurant / Catering business / Operation during any one of last 3 years ending 31.03.2017

Name of the Bidder			
Year of Establishment			
Type of Organisation / Firms	Proprietary / Partnership Firm / Private Limited / Public Limited / Others (Please Specify)		
Year of operations			
a) Turnover from Food Court/ Restaurant Operations. 2016 – 2017 2015 – 2016 2014 – 2015			
b) List of supporting documents i) Balance Sheet ii) Annual Report iii) P&L Statement iv) Income tax return copy v) Chartered Accountant Certificate vi) Solvency certificate from Bank for the value of Rs.35 lakhs			

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

Company Name	
Name of Authorized Person	
Signature	

TICEL BIO PARK LIMITED

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

Sl.No.B. To satisfy the Pre-Qualification criteria for experience in establishing and operating Food Court / Multi Cuisine Foods during the last 3 years ending 31.03.2017.

1	Name of the Bidder				
2	Year of Commencement of Business (Food Court) / Restaurant				
3	No. of years of experience in the above area				
4	List of Hotel / Food Court etc. operated during the last three years				
4	Year	Name of the Food Court	Location	Seating Capacity	Operational Space
a	2016-2017				
b	2015-2016				
c	2014-2015				
5.	Supporting 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 bidder may submit a separate enclosure along with Part-I of the tender.

Company Name	
Name of Authorized Person	
Signature	

TICEL BIO PARK LIMITED

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

Sl.No.C. To satisfy the Pre-Qualification criteria, as below:

The Operator / Bidder should have been operating minimum one food court / food outlet in any of the major Indian cities with turnover of Rs.90 lakhs for the last three years ending 31.03.2017.

1	Name of the Bidder	
2	Name of the Food Court / Outlet run by the above said Bidder	
3	Address	
4	Name of the Court	
5	Year of Establishment	
6	Seating Capacity	
7	Area (Carpet) of the above Food Court / Food Outlet	
8	Annual Turnover: 2016 – 2017 2015 – 2016 2014 - 2015	Rs.----- Crores Rs.----- Crores Rs.----- Crores
9	Supports documents / Audit Certificates to be submitted to establish the Annual turnover for the years from the above outlet.	

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

Company Name	
Name of Authorized Person	
Signature	

TICEL BIO PARK LIMITED

CSIR ROAD, TARAMANI

CHENNAI – 600 113

**TENDER FOR GRANTING LICENSE FOR ESTABLISHING & OPERATING FOOD COURT
IN THE GROUND FLOOR OF TICEL BIO PARK – II**

VOLUME – II

PRICE BID

TENDER NO.TICEL/FOOD COURT / 2017

**TENDER FOR GRANTING LICENSE FOR ESTABLISHING & OPERATING FOOD COURT
IN THE GROUND FLOOR OF TICEL BIO PARK – II**

**DUE DATE FOR SUBMISSION : ON OR BEFORE AT 3.00 PM ON 07.07.2017
(FRIDAY)**

TO BE SUBMITTED TO:

THE MANAGING DIRECTOR

TICEL BIO PARK LTD.

CSIR ROAD, TARAMANI

CHENNAI – 600 113

PH: 00 91 44 22542061 / 62 : FAX: 00 91 44 22542055

EMAIL: md@ticelbiopark.com

TENDER SUBMITTED BY:

NAME OF THE COMPANY	
NAME OF THE AUTHORISED PERSON	
SIGNATURE OF THE AUTHORISED PERSON	
DATE	

TICEL BIO PARK LIMITED

CSIR ROAD, TARAMANI

CHENNAI – 600 113

TENDER FOR GRANTING LICENSE FOR ESTABLISHING & OPERATING FOOD COURT IN THE GROUND FLOOR OF TICEL BIO PARK - II

PRICE BID SHEET (SUMMARY)

Name of the Tenderer :

Address :

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Telephone No. :

Fax No. :

Email :

The undersigned officers to establish and operate food court at ground floor of TICEL Bio Park – II in Chennai as detailed in schedule quantities for complete and satisfactory operation and controls to meet all the design goals of the works and to the local authorities approval in accordance with the tender documents and conditions for a price of quoted in the price bid including all expenses, taxes, duties, etc. and service tax applicable extra.

Name, Signature and Company Stamp of the Authorized representative of proposer.

Name of Authorised Person :

Signature :

Company Seal :

Date :

Place :

VOLUME – II

COMMERCIAL BID (PRICE BID)

Name of the Tenderer:

1	EMD	Rs.78,000/- (Rupees Seventy Eight Thousand Only)
2	Period of Contract	Three Years
3	Security Deposit (Refundable & Interest Free)	Six Months Licence charges on the quoted rate for the 4336 sq.ft. area occupied. The additional Security Deposit for the Hall 2 & Hall 3 shall be paid on allotment as per the requirement
4	Approximate space (in sq.ft.) available for the facilities	4336 sq.ft. of Carpet Area.
5	Rent per sq.ft. per month of Carpet Area (to be quoted by the Operator / Bidder)	Rs.----- per sq.ft. per month of Carpet Area plus applicable service tax prevailing / Any other taxes levied by State / Central Government. Upset (Minimum) rent sq.ft. Carpet Area per month is Rs.27/- (Rupees Twenty Seven Only) plus applicable service tax and applicable on the entire area (7100 sq.ft.). However, the rent shall be collected for 4336 sq.ft. area initially on the quoted rate and the extra space will be allotment at the applicable rental charges if required by FA. The rent for the 2 nd year & 3 rd year of operations shall be charged with 10% Annual Escalation on the quoted rate.
6	<u>Payment Terms:</u> (Payable by 10 th of every month in advance) a) Rent b) Electricity c) A/C d) Water Charges e) Operation & Maintenance Charges (for Total Area)	Monthly rental value to be paid by the successful bidder to TICEL as per the agreed rate with 10% Annual Escalation for 2 nd and 3 rd year. To be paid by the Bidder to TICEL as per actual consumption along with applicable taxes levied by Government time to time. As per BTU meter reading (i.e. Rs. 8/kwhr) Rs.85/KL or such other higher rate fixed by TICEL as per Commercial rate specifically levied on actual consumption subject to revision from time to time. Rs.16.08 per sq.ft. per month plus applicable Service Tax / any other taxes levied by State / Central Government of Carpet area subject to Annual Escalation of 10% or such other higher rate fixed b TICEL as per Commercial rate specifically levied every year w.e.f. 1 st April of each financial year.