



TIDEL PARK COIMBATORE LTD.

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TERMS FOR ALLOTMENT OF FOOD OUTLETS IN FOOD COURT (SOUTH)

1.	Warm Shell	The facility is offered as warm shell in 'as is where is' condition, where the operator has to carry out fit out works and establish complete facilities by modifying the warm shell handed over to them to suit his business plan with kitchen, store, work area, servicing counter, utensil washing, utensils, services etc. as per their requirements at their cost. TPCL's scope is limited to provide utility and services up to the battery limit of the food outlet.
2.	Lease Term	3 or 5 Years Lease
3.	Rent	Rs. 20/- per Sq.Ft. per Month on Super Built-up Area [Annual Escalation - 10%]
4.	Operation & Maintenance Charges	Rs.6.08 per sq.ft. per month on Super Built-up Area (presently -2015-16) - [Annual escalation :: 5%]
5.	Water Charges	Rs.0.30 per litre or such other higher rate fixed by TPCL as per commercial rate specifically levied on actual consumption subject to revision from time to time.
6.	Electricity and Air-conditioning	To be paid to TPCL as per actual consumption along with applicable taxes levied by Government by time to time. For Common dining area the energy cost will be charged in proportion to the area leased. Indicative rate is Rs 9.50/- (per unit of electrical energy consumed). For Air-conditioning system thermal energy consumption in BTU is converted into electrical energy and energy cost will be charged at the same rate of electrical energy cost. The rate indicated above is variable depending power cut / power shutdown and as per DG power generated etc.
7.	Rent Free Fit-out period	30 days
8.	Security Deposit	One time refundable interest free security deposit equivalent to 10 months of rent on super built up area - [3 months rental to be paid as token advance along with application form. Balance 7 months rental to be paid on or before signing the agreement]

9.	Parking subject to availability	Parking slots shall be allotted on Pro-rata basis of area occupied at the following rates.	
		Covered car park	
		Basement – I	Rs. 1200/- per Car per month
		Basement – II	Rs. 1000/- per Car per month
		Basement – III	Rs. 800/- per Car per month
		Opened Car Park	
Covered Wheeler - 2 nd - 3 rd basement	Rs. 250- per month		

10. **Food Court Counters / Outlets:**

- (i) TPCL has established a Food Court in around 20,000 Sq.ft to cater to the workforce operating from the IT Park (presently around 4000 No.s, which is expected to gradually scale up to 12,000 No.s). Presently following counters / outlets are operating at TPCL:

Sl.No.	Restaurant/Food Outlets	Area
1.	Vegetarian	650 Sq.ft
2.	Snacks / Bakery	580 sq.ft. each
3.	Fruits / Juice / Bewarages	
4.	Cafeday / Coffee Shop	
5.	Chat Foods	
6.	Non-Vegetarian	709 Sq.ft

(ii) **TPCL offers various counters in the Food Court as below:**

Sl.No.	Food Outlets	Space (Sq.ft) *		
		Counter	Undivided Dining Area	Total space
1.	North Indians (Kabab/Tandoori etc)	650	1150	1800
2.	Continental (Chinese/Mexican/Italian/Thai	180	400	580
3.	Branded Food			
4.	Pizza Corner/Dominos Pizza/Pizza Hut			
5.	Ice Creams			
6.	Sweets & Savouries			
7.	Traditional Foods (Millet/Grains etc.)			
8.	Any other			

* Minimum area – Applicant can quote size, suiting their requirements.

- (iii) The outlets are offered in warm shell condition. Separate area is earmarked for storage of gas cylinders, the operator has to lay gas supply pipe line up to the kitchen. The Dining Hall is centrally air-conditioned. Energy cost for Air-conditioning & Lighting will be charged on prorata basis. It is the responsibility of the Operator to create necessary infrastructure and facilities at their cost for establishing and operating counters for providing catering services.
- (iv) The interested parties may inspect the premises during working hours of any working day before submission of application for having first hand information and available infrastructure and facilities.

11. **PROCEDURE FOR ALLOTMENT OF SPACE:**

- (i) The prospective occupants are required to submit the duly filled-in application form with **three months rent** as **interest-free Booking Advance**.
 - (ii) The applicant has to meet pre-qualification criteria as laid down by TPCL, for which details have to be submitted as per formats enclosed in the application form. **Pre-qualification criteria is enclosed**.
 - (iii) The applications complete in all respects, received with Booking Advance (3 months rent) will be scrutinized and qualified based on the nature of the activities for which the counters are made available.
 - (iv) TPCL will issue Letter of Allotment (LOA) after scrutiny of the particulars furnished by the applicant with reference to Pre-Qualification prescribed.
 - (v) On receipt of LOA, the successful applicant will within 7 days, submit balance security deposit in the form of DD in favour of TPCL Coimbatore limited. An Agreement in the prescribed format must be signed within 14 days, failing which, the Booking Advance will be refunded and allotment of space stands cancelled automatically / re-allotted to the next eligible applicant.
 - (vi) The allotment shall be done **first come, first served basis** for the eligible applicants provided application is received in full shape with payment of 3 months rent as token advance.
12. Terms of Licence and General Terms and Conditions are **enclosed**.
13. **TPCL reserves the right to accept / reject any one / all applications without assigning any reason thereof.**

TERMS OF LICENCE:

The following **are** important conditions of license:

- a) Total carpet area available for the Counters / Food Outlets in the Food Court (SOUTH) including dining, Kitchen and operation of outlets is as given below:

Sl.No.	Restaurant/Food Outlets	Space (Sq.ft) *		
		Counter	Undivided Dining Area	Total space
1.	North Indians (Kabab/Tandoori etc)	650	1150	1800
2.	Continental (Chinese/Mexican/Italian/Thai	180	400	580
3.	Branded Food			
4.	Pizza Corner/Dominos Pizza/Pizza Hut			
5.	Ice Creams			
6.	Sweets & Savouries			
7.	Traditional Foods (Millet/Grains etc.)			
8.	Any other			

* Minimum area available

- b) The successful applicant is permitted to carry out Modifications / creation, providing of Kitchen Equipments, Connected infrastructure facilities by the Food Court Counter Operator at his cost with prior approval of TPCL.
- c) Fit outs / Interior works including sign boards, Creation of Kitchen, Store Room, Wash areas, all utilities and services etc are to be provided by the Counter Operator at his cost with prior approval of TIDEL Park Coimbatore. The available Dining Table & Chairs will be provided by TIDEL Park Coimbatore.
- d) Deployment of adequate manpower, materials, consumables inside housekeeping etc. to run the Food Court Counter shall be the responsibility of the Operator.
- e) The Operator will be charged a monthly License Fee for the Kitchen, Storage and LPG of Rs.20/- (Rupees Twenty Only) per Sq.ft. of carpet area / month during the 1st year of licence. Rent for 2nd and 3rd year of operation shall be of 10% annual increase i.e Rs. 22/- for 2nd year Rs. 24.20/- for 3rd year. For extension of licence term beyond 3 years too, 10% annual escalation shall apply.

- f) The successful applicant shall pay one month's License Fee in advance within 7 (Seven) days from the date of Letter of Award (towards License Fee for the second month of operation).
- g) From the 2nd month of operation, monthly License fee shall be paid by the Food Court Counter Operator to TPCL before the 5th day of every month in advance (after the rent free fit-out period of 30 days offered by TPCL at its sole discretion)
- h) Operation and Maintenance charges will be charged separately for the total leased area (including dining area in proportion to the area leased) at Rs.5.79 per sq.ft per month (April 2014 To March 2015) with annual escalation of 5% with effect from 1stApril of every year. This shall be paid to TPCL before the 5th day of every month in advance.
- i) Water and Electricity charges at commercial tariff shall be paid by the Counter Operator for the actual consumption at the rates intimated by TIDEL Park Coimbatore Limited from time to time for the kitchen and dining area. The energy consumed in the dining area (A/c / Lighting) will be charged in proportion to the area leased to the operator.
- j) The counter shall be run from 7 AM to 10 PM everyday on 7 days basis.
- k) It shall be the responsibility of the operator 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 counter.
- l) The Food Court Counter 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.
- m) TPCL reserves the right to change the location of the premises at any time and may at its discretion call upon the applicant to vacate the site and may give him an alternative premise for the purpose of this lease. In such a case, the Applicant shall be bound to vacate the premises immediately and accept the said alternate premises.
- n) The Lock in Period is 30 months from the date of Letter of Award.
- o) In the event the operator prefers to quit from the operations of the counter or renew the license for further period, the operator shall give notice of Six (6) months to TPCL after expiry of the Lock in period.
- p) In-case, the Operator quits before the Lock in Period, the entire security deposit shall be forfeited.

PRE-QUALIFICATION AND EVALUATION CRITERIA:

Criteria for prequalification and evaluation of the Operators are given below:

1. Operator for the Food Court Counters shall be selected based on the merits of the case taking into account the techno-economic criteria towards experience, financial strength and experience in establishing and running Food Counters / Outlets in Coimbatore/Tamil Nadu. It is the responsibility of the Operator to provide necessary documentary evidence for establishing operations of the counters.
2. In this context, weighted average mark system has been proposed with the following criteria towards selection of Food Court Counter Operator **as on 31-03-2014**.
 - (i) The Financial Strength of the applicant based on the business revenues generated from the Food Counter / Outlet established by the Company/Firms.
 - (ii) The number of years of experience in establishment and operations Food Counter / Outlet within Tamil Nadu.
 - (iii) The Size and magnitude of operations in operating Food Counter / Outlet i.e. seating capacity of the Food Counter / Outlet established within Coimbatore.
 - (iv) Number of Food Counters / Outlets established within the state of Tamilnadu.
3. Applications received are scrutinized for evaluation based on eligibility for the above said criteria. Total mark has been fixed as 100 marks for the best performer and also grading system have been proposed as given below (as on 31-03-2014)

S.No	Particulars	Marks					
(a)	Annual Turnover from Food Counter / Outlet Business(2013-2014)	Rs.in Lakhs	2	4	6	8	10&above
		Marks	5	10	15	20	25
(b)	Experience in Food Counter / Outlet Business (in Years)	Years	2	4	6	8	10&above
		Marks	5	10	15	20	25
(c)	Food Counter / Outlet seating Capacity in COIMBATORE (Total)	Total	20	30	40	50	Above 50
		Marks	5	10	15	20	25
(d)	Number of Food Counters / Outlets within Tamil Nadu	Total	1	2	3	4	5 &above
		Marks	5	10	15	20	25
Total Marks							100

4. Multiple applications wherever received are evaluated based on the above criteria and the applicants are ranked as H1, H2, H3, H4 etc and accordingly the counter will be finalized for the applicant who scores highest mark subject to minimum of 40 marks. In case if there is a tie between 2 or more applicants who score same marks then TPCL will adopt the same criteria for evaluating performance of the applicants for their additional credentials.

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. At the time of vacation, the operator has to hand back the premises in neat original condition, especially in Kitchen wash area and also all the services facility in working condition failing which repair cost will be on operator's account.
2. Lock in period: If the successful applicant elects to terminate the license prior to 30 Months from the date of issue of LoA, the entire security deposit paid shall be forfeited by TPCL.
3. TPCL will not provide any type of crockery, utensils, dining tables, chairs and other equipments to the firm. The applicant shall purchase good quality crockery for serving the food items etc.
4. TPCL will provide only space for the counters, 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 applicant. Treatment of water supplied to potable standard will be the responsibility of Operator, at his cost.
5. The Food Court Counters have to be kept open on Saturdays, Sundays and other holidays as per the requirement of TPCL and on working days and shall be run from 7 A.M to 10P.M everyday on 7 days basis. Operations beyond the timings are permitted with approval of TPCL.
6. Rate for the items to be supplied at the counters should be reasonable & be comparable with the price in similar outlets / counters outside. The rates for various items shall be displayed in the Food Court. Any change in rates shall be intimated to TPCL at least 7 working days in advance.
7. The selected vendor will be liable to pay penalty in case the services are found to be unsatisfactory in addition to revoking / canceling of license and also due to mis-management
8. The Licensee shall supply only the items specifically approved by the TPCL. However, more items can be included in the menu with prior approval of the TPCL.
9. The Licensee shall be able to supply various food items based on any reasonable request from the occupants of TIDEL Park Coimbatore Ltd from time to time.
10. The monthly rent will be payable within the specified period and delay will attract interest of 17 % per annum. Continuous delay in payment of rent more than three months will attract forfeiture of Security Deposit and termination of contract.
11. Housekeeping inside the food court counters, Kitchen and wash, dining area and disposal of waste from the TPCL premises, applying pesticide etc. are all in the scope of the Food Court Operators.

12. 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.

13. The operator shall employ adequate number of housekeeping staff in order to maintain efficiency/cleanliness.

14. All persons engaged by the operator shall be his own employees and they shall claim no privileges from TPCL. The operator shall be directly responsible for the administration of his employees as regards general discipline and courteous behavior.

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/suppliers on duty are in proper uniform wearing name plates. The Operator will also ensure that neat and clean uniforms are provided to his staff.

16. The operator will be responsible for cleanliness of crockery, cooking utensils, furniture, dining tables, chairs, fixtures and fittings, etc in the kitchen as well as the counter. TPCL 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 counters and connected services by the Operator and workers engaged by him including those responsible for collection of used utensils and periodic disposal of waste and refuse as per the ISO 14001 standards.

18. The counter shall be for the exclusive use of the employees of occupants and employees of service providers and their guests and no outsiders will be allowed.

19. The operator shall be responsible for the quality of the food items supplied and for the service.

20. The operator shall not take out of the TPCL premises any articles or stores without a Gate-Pass to be issued by the counter in-charge and authorized by the TPCL administration / Authorised Officer.

21. The operator 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 Operator 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 Tamil Nadu 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 North Indians(Kabab/Tandoori etc) Restaurant and the Operator shall keep TPCL indemnified from all acts of omission, default, breaches and / or any claim, demands, loss, injury and expenses to which TPCL may be put to or involved as a result of the Operator'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 Operator without prejudice to its any other rights under the law.

22. TPCL shall have the right to search of the operator employees at any time while going out of the TPCL 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 TPCL.
23. TPCL reserves the right to take samples of the edibles / raw material from the counter 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 TPCL.
24. A Food Committee of TPCL is in operation and this committee has the right to inspect and oversee functioning of the Food Court Counters 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 / canceling the license.
25. The operator shall submit a copy of the certificate from the Food Inspector of Tamil Nadu Government as and when required by TPCL. The applicant shall obtain all necessary statutory approvals.
26. The operator shall ensure that no hazardous or inflammable or any intoxicating material is stored in the Food Court premises.
27. The operator shall not sublet or assign the license or use the space provided for operating the counter for purposes other than operating the Counter 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 Counter nor shall be made or permit to be made any structural additions and alterations to the same without written sanction of the Management.
28. The operator shall be responsible for all damages or losses to TPCL property by the operator 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 act of God.
29. TPCL will not be in any way be responsible for any loss or damages occurring to any goods, stores or articles that may be kept by the Operator in the counter including kitchen and other rooms.
30. 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 TPCL and shall hand over the same to the person authorized by TPCL along with all furniture, fittings and other articles as may have been provided, from time to time and the decision of TPCL, shall be final and binding upon the Operator. The Operator shall be free to remove without any damage to the TPCL property any other articles that might have been brought by the Operator.
31. The operator shall keep in a conspicuous place in the FOOD COURT(SOUTH)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 operator 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.

32. In case of any dispute the matter shall be referred to TPCL, and TPCL decision will be final and binding on the Operator.

33. The Operator has a bare permission only to run the specified counter in FOOD COURT (SOUTH) 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 Operator.

34. The operator on the grant of the license shall conclude a license agreement with TPCL on the above terms or on terms as modified in the meetings and other correspondences exchanged between the Operator and TPCL and accepted by TPCL. Notwithstanding that a license agreement has not been concluded between TPCL and the operator the acceptance by TPCL of the application shall constitute a binding agreement between TPCL and the Operator.

35. Service Tax or any other tax / statutory levy or rent / O&M or Units shall be borne by the Food Court Counter Operator.

36. At the time of vacation, the operator has to hand over back the in the neat original condition, especially in Kitchen wash area and also all the services facility in working condition failing which repair cost will be on operators account.