



AIT
Asian Institute of Technology

PROJECT: AITOFAMCAFET/

TERMS OF REFERENCE (TOR)

CONTRACT SERVICE FOR CAFETERIA SERVICE
FOR THE ASIAN INSTITUTE OF TECHNOLOGY

Date of Submission of Menu and Price List:	23 June 2023
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1. BACKGROUND

The Asian Institute of Technology (hereafter referred to as AIT), established in Bangkok in 1959, is a leading regional postgraduate institution in the Asian-Pacific region. AIT operates as a self-contained international community with academic buildings, laboratories, and accommodation units for staff and students on its campus. It is located at 58 Moo 9, Paholyothin Highway, Km.42, Klong Luang, Pathumthani Province, Thailand.

AIT seeks the Food Court Vendor (hereafter referred to as FCV) to provide food service at two (2) vacant counters in Cafeteria. FVC will operate under the Office of Facilities and Assets Management (hereafter referred to as OFAM), an administrative unit of AIT responsible for managing all assets and facilities; and coordinating and supervising all the subcontract works under AIT.

This TOR aims to establish the scope of service with FCV to provide food services and support cafeteria management to serve the AIT international community of students, employees, residents, and visitors.

2. PERIOD OF PERFORMANCE

The works foreseen under this TOR are to begin the contract as soon as possible with an initial contract of one (1) year with a possibility of renewal for another one (1) year based on performance. FCV should be ready to come in before the contract commencement if required.

During the termination/expiry of the contract, FCV will have the liberty to either remove all its materials or hand them over/sell them to the next service company. If the FCV decides to terminate the agreement during the contract period, a notice for not less than 3 (three) months must be given to AIT.

3. FCV SCOPE OF SERVICES/ RESPONSIBILITIES

- a) FCV provides service at the vendor space at the existing 2nd, 4th and 7th stall of the Cafeteria for 1) Thai Food, Western Food, and Noodle Food seven (7) days a week from 7:00 a.m. to 10:00 p.m.
- b) FCV shall abide by the following selling rates: Three (3) specific complete meals that should not cost more than 35.00 Baht. If particular foods cost higher than stated, they must be approved by OFAM before implementation.
- c) FCV shall strictly maintain food safety, cleanliness & hygiene in their service and vendor space area. In addition, FCV must pass the quarterly food and hygiene survey by OFAM. If the survey shows unsatisfactory performance, FCV shall be notified by OFAM to improve the performance within one week. The contract may be terminated with advanced notice if the FCV service is unsatisfactory.
- d) FCV shall be responsible for continuously improving the services and attracting more customers by maintaining the variety and taste of the food.
- e) The FCV shall ensure that the service counter shall be operated by at least one person serving the customers who can speak a minimum of English.

- f) The FCV shall adequately maintain the Cafeteria's existing infrastructure and bear the cost of any damage caused during the service period.
- g) On the agreement's expiry date or earlier termination, FCV shall be vacated peacefully and hand over the space to AIT in the condition it was received.
- h) FCV is responsible for assessing any repair of existing AIT infrastructure at vendor space and reporting to OFAM with the necessary repair details.

4. FINANCIAL TERMS

- a) FCV shall pay a monthly rental fee of 25,000.- THB each for the 2nd and 4th stall and 18,000.- THB for the 7th stall.
- b) FCV shall pay a three months deposit, which is refundable at the end of the contract. FCV can pay the deposit within three months to assist with the deposit.
- c) FCV shall pay the electricity and water bills based on the meter reading at AIT rates.
- d) FCV shall be responsible for providing the LPG, potable water supply for its use in the preparation of cooking, all cutlery, all cooking utensils, all kitchen appliances, refrigerator/freezer, and others as necessary.

5. AIT'S RESPONSIBILITIES

- a) AIT shall provide the vendor with a gas stove and sink for washing utensils.
- b) AIT shall provide water and electricity meters for reading the consumption at vendor space.
- c) AIT shall provide the plates, spoons, trays, and glasses to serve the food to the customers.
- d) AIT Janitorial service staff shall only be responsible for removing the waste, sorted at a designated area in the Cafeteria which does not include the vendor space area.
- e) AIT Technical service shall provide service in response to FCV's complaint by Facility Infrastructure Management System (FIMS), email, or phone for repair or replacement on AIT infrastructure, e.g., building, electrical system (internal wiring, circuit boards, etc.), water and wastewater system (drainage pipes, water supply pipes leakages or blockages).

6. QUALIFICATIONS OF THE FOOD COURT VENDOR

- a) FCV must be a Thai company and/or a Thai national.
- b) FCV must have no offense record, as per Thai law.
- c) FCV and the key personnel (at the level of supervisor) assigned by FCV must be able to communicate in English, orally and preferably in writing.
- d) FCV must not have any benefit from the other service companies in the bidding process.

7. INSTRUCTION FOR PREPARING THE PROPOSAL

- a) FCV must study this TOR's contents carefully and obtain all necessary information to enable it to submit its menu and price list. FCV shall be deemed satisfied with its menu's correctness, sufficiency, and price list.
- b) Before submitting a complete proposal document, FCV, at its responsibility, is encouraged to visit and inspect the site and to satisfy itself in all matters relating to the nature of the work, the means of access to the site, and any other issues which could influence or affect the completion of the results within its proposed fee and within the proposed time.
- c) The proposal may be preferably written in English or Thai. The proposal must detail the cost breakdown as requested in the selection.
- d) The FCV shall not be reimbursed for any cost or expenses incurred in assessing facilities and preparing the proposal.
- e) FCV may also provide the related document of the contract, certifications/work experience, and the bidding envelope to AIT.
- f) FCV shall provide a recent medical certificate taken within a month after awarding the contract.
- g) Upon receipt of this TOR, FCV must complete and promptly submit their proposal to Purchasing Office with the menu and price list on or before the date stated.
- h) The proposal shall remain open for acceptance by AIT and irrevocable for ninety (90) days after the closing date.
- i) AIT shall agree not to disclose nor make the proposal of the unsuccessful FCV available to any third party.
- j) Should FCV find discrepancies in, or omissions from, the TOR or have any doubt as to the meaning or intent of any part hereof, FCV shall at once notify AIT by writing to the Office of Procurement and Inventory and Assets with the attention to:
 - Mr. Vasvan: Tel. 0 2524 5027 or vasvan@ait.ac.th
 - Mrs. Elizabeth: Tel. 02 524 6323 or bethc@ait.ac.th
- k) Any additional information or clarification shall be responded to by AIT in writing and circulated to all the Service Companies. All bulletins shall be deemed to become part of the TOR. Oral instructions, corrections, or interpretations shall not be bound.
- l) AIT reserves the right to reject all or part of the menu and price lists.
- m) AIT reserves the right to award any vendor as appropriate and suitable.
- n) AIT reserves the right to test the taste of food proposed by FCV by the AIT committee before awarding process.

8. CAFETERIA LAYOUT

