
Dear Sir,

Sub : Tender for Tea Lounge Operator

We invite competitive "Quotation" in respect of our requirement of Tea Lounge Operator for operating tea lounge at Eco Park during season 2015-18.

We enclose herewith a set of tender document, as follows, which may please be returned duly completed in all respect and signed as a token of acceptance.

Check List:

Annexure – I - General information

Annexure – II - Specification of Work

Annexure – III - General Terms and Conditions

Annexure – IV – List of Capital Items to be installed by the Vendor

Annexure – V – Price Sheet

Quotation to be submitted in two parts separately as under:

Part – I : Annexure – I; Annexure – II; Annexure – III; Annexure - IV

Part – II Annexure – V (Price only)

Part – I should be under a separate sealed cover super scribed with the word "Quotation for Tea Lounge Operator 2015-18, Part – I".

Part – II again should be under a separate sealed cover super scribed with the word "Quotation for Tea Lounge Operator 2015-18, Part – II".

Both these separate envelops should be put in one master envelop super scribed as "Quotation for Tea Lounge Operator 2015-18".

Your offer must reach our Office on or before 10th Sept'2015 by 12 Noon.

1st part of tender will be opened on 10th Sept'2015 at 4 p.m. in our office and you may be present in the tender opening in the scheduled date and time.

Yours faithfully,
Andrew Yule & Co. Ltd.

Manager (Coord. & Marketing)
Tea Division

Encl : as above

TENDER FORM

(Tender No: AYCL/TED/Tea Lounge/2015-18)

General Information

The applicants are required to furnish full information to the queries included in this form. In giving the particulars, the supporting documents/certificates as called for per queries at places, must be tagged with the application for evidencing the information furnished in the application.

1. Name of the firm in full :

2. Address, Telephone No.

& Fax No. :

Address

Telephone No.

Mail ID

3. Status of the organization :

4. Trade Licence No.

(Please attach a photo
copy of the licence) :

5. PAN No. :

6. Banker's name

(a) Name of the Bank :

(b) Name of the Branch :

(c) Address of the Branch :

(d) IFSC Code:

Note : A copy of Banker's Certificate to be attached.

7. Sales tax Registration No.

(a) Central :

(b) State / VAT :

(Please attach photo copies of Registration Certificate)

8. FSSL No.

9. Service Tax Registration No.:

--Contd.--

10. The quoted rate of Franchisee Charges shall be quoted separately for three years, which should be anyway more than the base charges as mentioned below.

- i) 2015-16 : Rs.50,000 per month
- ii) 2016-17 : Rs.75,000 per month
- iii) 2017-18 : Rs.1,40,000 per month

QUOTATION below the above base charges will not be considered.

I/we hereby certify that the particulars furnished by me/us above are true to the best of my /our knowledge and belief and misrepresentations of facts will render me/us liable to my/our action as may be deemed fit by Andrew Yule & Co. Ltd. (Tea Division) and have the sole discretion to reject or accept my/our candidature.

(Signature of the Applicant)

Office Stamp/Seal.

Place :

Date :

List of Enclosures :

TENDER FORM

(Tender No: AYCL/TED/Tea Lounge/2015-18)

Specification of Contract

Vendor would be having a contract for Managing the tea lounge including its Upkeep, Manning, and all other activities relating to running of a tea lounge as specified in the Terms & Conditions of the Open Tender(Annexure-III).

The pendency of contract is for 3 years. Subject to review & revision by WBHIDCO the contract will be renewed for another 2 years with the same vendor on the basis of his accepting the new franchisee charges and also on the basis of contractor's performance for last 3 years. In case the contractor refuses to accept the new franchisee charges, then fresh tender will be conducted for successive contract period.

A formal Memorandum of Understanding would be signed between the Vendor and Andrew Yule & Co. Ltd. to this effect.

Security Deposit of Rs.1.5 Lac will have to be paid in advance during the contract against which no interest will be paid. At the time of contract one month rent is also required to be submitted with the security deposit.

The Park is open from Tuesday to Sunday and closed for Public on Monday. The Timing of the Park is at present from 12.00 Noon to 8.00 p.m. accordingly the Lounge should be kept open as per park timings.

The selected vendor will have to pay the following charges to AYCL within 7th of every month:-

- 1.Franchisee Charges as quoted and agreed.
- 2.Electricity Charges as per the Consumption.

The detail terms of contract would be mentioned in the MOU to be signed with the Vendor.

Date :

Signature :

Seal :

TENDER FORM

(Tender No: AYCL/TED/Tea Lounge/2015-18)

PRICE BID

Quotation for Operation of the Tea Lounge at Eco-Park, New Town

1. Franchisee Charges to be paid to Andrew Yule & Co.Limited
 - I. First Year: April- March 2015/16 = _____ Per Month from the date of Occupying.
 - II. Second Year: April- March 2016/17 = _____ Per Month
 - III. Third Year: April- March 2017/18 = _____ Per Month
- **Please note that the above quoted rates are more than the base Charges as mentioned in Annexure I (page2).**
2. Security Deposit= Rs.1,50,000.00 will be paid while signing the Contract along with a

Date :

Signature :

Seal :

Annexure-IV

List of Capital Items to be installed by the Vendor at the Tea Lounge, Eco Park

FRONT COUNTER

- 1 Drop in Sink 1
- 2 Water Boiler - 10 ltrs 1
- 3 Micro Oven 1
- 4 Under Counter Visi Cooler- 2 door 2
- 5 SS Work Top Counter 1
- 6 Crepe maker - Electric 1
- 7 Salad Counter - 3 Door 1
- 8 Sandwich Griller 2
- 9 Food Display Counter - neutral 2
- 10 RO - Candel 1

PANTRY

- 11 Induction Plate 1
- 12 Work Table with 1 BS 1
- 13 Deep Fat Fryer - Single 1
- 14 Fry Top Plate 1
- 15 Baking Oven with Stand - Electric 1
- 16 Ice Cube Machine - 1
- 17 Ice Cream Freezer 1

- Over and above the mentioned capital items, all other requisite materials/amenities/Cutleries required for running a Tea Lounge will be arranged by the vendor to ensure smooth functioning of the Tea Lounge.

I declare that the above Capital items(branded) and other amenities will be installed by me at my cost and would be given trial run at the Tea Lounge, Eco-Park before starting the operation, in case I am awarded the contract.

(Signature of the Applicant)
Office Stamp/Seal.

Place :

Date ;

Terms & conditions of the Open Tender

Andrew Yule & Company Ltd, A Government of India Enterprise, an existing Company under the Companies Act, 2013 having its Registered Office at “Yule House”, 8, Dr. Rajendra Prasad Sarani, Kolkata – 700 001, herein after referred to as AYCL requires Lounge Management Services in Eco Park, New town, Rajarhat for operating its Tea Lounge on all days of the week (except Monday) between 12 noon to 8.00 P.M. This is an open tender for managing the said tea lounge operation at Eco-Park, on payment of Franchisee Fees basis. This Management Services includes vending of Hot Tea along with approve food items and also merchandising packed branded tea of AYCL. AYCL shall only provide the space for running the said tea lounge and AYCL does not take any guarantee of the specific value of selling hot tea including packed branded tea.

Please read the Terms & Conditions carefully before filling up the document. Incomplete Tender Documents will be rejected.

- 1) Before submitting the tender, details of documents to be attached may be verified from the Check List given on our letter no.AYCL/TED/Tea Lounge/01/2015-18 of the Tender Document.
- 2) The bidders must write the name & complete postal address of the bidding firm on the reverse side of the Demand Draft(s).
- 3) All pages of the Tender Document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the Terms and Conditions of this Tender.

4) AYCL reserves the right to obtain feed back from the previous/present clients of the bidders and also depute its team(s) to inspect the site(s) at present contract(s) for on-the-spot first hand information regarding the services provided by the bidders. Decision of AYCL with regard to award of the contract will depend upon the feed back received by it from the previous/ and present clients and also from its team(s) deputed for the purpose. The decision of AYCL in this regard shall be final and binding on all bidders.

5) Bidding shall be submitted in AYCL's official tender form only. If submitted in any other manner, the same shall be summarily rejected. No bidder shall be issued more than one Tender Form.

7. Bids received without the prescribed Earnest Money Deposit (EMD) of Rs.10000.00 (Rupees Ten Thousand only) shall not be entertained.

8. The services to be rendered by Bidder must not be altered by the Bidder.

9. The name and address and other details viz Pan No, Bank Account No, Legal status of the bidder such as proprietorship, partnership or company of the bidder shall be clearly specified in the space provided for the purpose and no over-writing, correction; insertion shall be permitted in any part of the tender document unless duly countersigned by the bidder. The tender should be filled in and submitted strictly in accordance with the instructions contained therein, other wise the Tender is liable to be rejected.

10. Person signing the bid or other documents connected with tender must clearly write his/her name and also specify the capacity and authority in which signing.

11. AYCL reserves the right to reject any tender without assigning any reason if proved any falsification/suppression of material information which would lead to the disqualification of the bidder. Bid documents should be complete in all respects and an incomplete bid document shall be summarily rejected without assigning any reason. No request for rectification shall be entertained by AYCL in this regard.

12. Bidders are advised to read carefully and understand all the financial implications of the terms and conditions of the bid documents together with understanding the magnitude of the job involved before submitting their bid. Clarifications with respect to the tender may be entertained latest before one week of the last date for submission of tender and it may be recorded here that AYCL shall not be held responsible for the delay in any manner whatsoever.

13. The contract shall be governed by the Terms & Conditions of Tender, the Letter of Award/NIT/PO to be issued by AYCL and the Agreement between the parties. In case of any discrepancy among the above, the contract document shall prevail.

14. The awarded contractor or his authorized representative has to attend a meeting every fortnight for discussion /and evaluation of performance with the AYCL Representative. AYCL representative shall intimate the date and time of the meeting.

15. The Contractor should possess requisite licenses, permits, registrations etc from appropriate Statutory Authorities for carrying out lounge management services.

14. The successful bidder will have to enter into an agreement with AYCL before taking charge of the operation of the lounge.

15. Canvassing in any form of the tender shall be liable for rejection with out any further reference.

16. Tender document is not transferable.

17.The Contractor shall be paying the Electrical cost on actual in addition to the rent as would be agreed upon.

18.AYCL reserves the right to award the project to the highest bidder.

ELIGIBILITY CONDITIONS:

Following documents are required to be submitted by the bidder in order to participate in the bid:

a. Certificate of Incorporation in case of company/partnership deed/proprietorship documents etc as applicable and copy of the trade licence and Food Safety & Standard Licence(FSSL) ,

b. The bidder should have a minimum turnover of Rs.10 Lakhs per annum with three Years of experience in operating lounge management and/or similar hospitality services of the firm. Recorded proofs/evidence need to be enclosed.

c. Should have PF/ESI Registration. Certificate of Registration in that regard should be submitted.

d. Bidder should have Service Tax registration. Certificate of registration in that regard should be submitted.

e. Copy of valid Pan No/Bank account Details. Recorded proofs need to be enclosed.

f. The bidder should have executed upto two contracts of similar nature of jobs and experience in industries of repute will be of an added advantage.

g. AYCL at its discretion may visit place of existing contract for evaluation of services.

h. Bid documents received without proper documents as stated above, including demand draft & EMD, shall be summarily rejected.

For the purpose of pre-qualification, applicant will be evaluated in the following manner:

1. The initial criteria prescribed in above, in respect of tenure of operation in the business, experience of having an exposure of Hospitality Management & managing identical service activities and financial turnover will first be scrutinized and the applicant's eligibility for empanelment for the work will be determined. Working experience with Tea Garden will be preferred.

2. The above will be followed by the visit of the Team of AYCL to the sites of the Bidders to inspect the site(s) for on-the-spot first hand information regarding the quality of services provided etc.

3. The Bids will be opened on 10th Sept at 4 p.m. in AYCL registered office in the presence of such bidders who may wish to remain present, either in person or through their authorized representatives (duly supported with authorization letter).

PERIOD OF CONTRACT:

a. The Services shall remain valid initially for a period of 3 years. However, in order to evaluate the performance and services of the successful bidder, the contract will have probationary period of one year. The contract for the remaining period will be confirmed only if the services by the successful bidder are found satisfactory during the probationary period..

b. The contract is subject to renewal by AYCL on satisfactory performance on mutually agreed terms for further two years under new terms & conditions. In case there is a disagreement,AYCL will float fresh tender.

Earnest Money Deposit:

a) Bidder shall submit an earnest money deposit (EMD) equivalent to Rs.10000.00 (Rupees Ten Thousand only). EMD amount shall be submitted by way of a crossed Demand Draft and/or pay order favouring “Andrew Yule And Company Limited”. This amount shall be returned interest free to the unsuccessful bidders within three months from the closing date of the tender or one month after the award of the contract whichever is later.

The EMD is payable by all categories of bidders, to be enclosed in the bid documents and no exemption is permissible. Bid without EMD shall be treated as invalid. In case of successful bidder, EMD shall be returned interest free on acceptance of Security Deposit for performance.

b) EMD of the successful bidder shall be liable to be forfeited if the said bidder does not fulfil any of the following conditions:

i. A formal agreement is not signed in the prescribed form within ten days of the receipt of the Award of the Contract;

ii. The successful bidder does not commence its services within fifteen days of the stipulated date for commencement of running the operation in accordance with the terms and conditions of the contract.

iii. The Contract for award of lounge Services through this Tender shall come into force with effect from the date of execution of the contract.

iv. If the successful bidder withdraws or alters the terms of the tender the tender will be rejected and the Earnest Money Deposit shall be forfeited.

Any bid received against this tender shall be governed by the terms and conditions indicated in the tender document.

v) If the bidder withdraws the offer during the validity period of the bid.

vii) If the successful bidder fails to submit the Security Deposit within the stipulated time. This shall also warrant termination of the contract.

v) Any unexcused delay in providing services shall not only warrant forfeiture of EMD amount but also termination of the contract for default, entailing liability for compensation to AYCL.

SECURITY DEPOSIT:

1. The successful bidder will be required to submit with AYCL for a sum of Rs.1,50,000.00 (Rupees One Lakh Fifty Thousand only) towards interest free Deposit on account of Performance Security. SD will be retained by AYCL for the entire period of the contract and on termination of the contract, AYCL will refund to the Bidder the said sum of Rs.1,50,000.00

2. If the Contract is terminated by the bidder without giving notice of stipulated period or fails to observe the terms & conditions of the Award for the Contract and the agreement to be signed by the bidder with AYCL, the Security Deposit will be forfeited without prejudice to the AYCL's right to proceed against the bidder for any additional damages that AYCL would suffer as a result of the breach of the aforesaid terms and conditions of the said contract. In case of default by successful bidder, it shall be held liable to pay Compensation/Damages to AYCL in accordance with law. Any fraudulent or fictitious bills to be raised by the successful bidder shall result in termination of the contract together with forfeiting of security deposit and it shall be debarred from participating in any of AYCL's tender across all its locations, apart from its liability to pay compensation for the loss suffered by AYCL as stated above.

GENERAL:

1. The Bidder will be required to pay to AYCL electricity consumption on actual basis in respect of the units consumed by the bidder and shall be paid by him to AYCL. The charges of water consumption shall be decided after mutual discussion.

2. The Bidder shall be responsible for engaging adequate number of trained/semi-trained manpower required for providing services in Lounge and the bidder shall prior to the commencement of the operation of contract, make available to AYCL the particulars of all the employees who will be deployed at the Lounge's premises for rendering the services of the lounge. Such particulars, inter alia, should include age/date of birth, permanent address, Voter Id Card or Adhar Card, police verification report. The salary /daily wages of the said deployed persons is the exclusive responsibility of the bidder. AYCL shall not be held responsible for any reason what so ever of the said persons.

3. The successful bidder shall strictly observe and follow the statutory regulations like the Contract Labour (Abolition & Regulation) Act, Payment of Wages Act, Provident Fund Act, Employees State Insurance Scheme, Minimum Wages. Act, Workmen's Compensation Act, service tax, professional tax and all other relevant local & statutory regulations during the period of the Contract, cover its deployed personnel with appropriate insurance and ESIC etc as may be applicable. The successful bidder shall be solely responsible for its failure to fulfil these statutory obligations and shall indemnify AYCL against all such liabilities, which still arise or likely to arise out of the contractor's failure to fulfill such statutory obligations. The bidder shall maintain register where the names and all details of persons engaged for this work has to be recorded. All such documents, registers pertaining to such deployment of personnel this contract shall be maintained meticulously and should be provided to AYCL on demand.

4. The successful bidder shall maintain record of jobs carried out by it. It shall maintain such records like log book, stock register, wage register, attendance register and all other statutory records and produce it on demand from AYCL.

5. The bidder shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any unlawful activity in or around the entire vicinity of Eco Park.

6. Employment of child labour is strictly prohibited under the law.

7. In the event of violation of any contractual or statutory obligations by the Bidder, it shall be responsible and liable for such violation. Further, in the event of any action, claim, damages, suit initiated against AYCL by any individual, agency or government authority due to acts of the Bidder, the Bidder shall be liable to make good/compensate such claims or damages to AYCL. As a result of the acts of the Bidder, if AYCL is required to pay any damages to any individual, agency or government authority, the Bidder would be required to reimburse such amount to AYCL or AYCL reserves the right to recover such amount from the payment(s) due to the Bidder while settling its bills or from the amount of Security Deposit of the Bidder lying with AYCL. This is without prejudice to the rights and contentions available to AYCL.

8. The Bidder shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc. Necessary fire fighting arrangement shall be provided by the bidder.

9. The Bidder shall at all times keep indemnified the principal employer, namely, AYCL and its officers and designated concerned staff for and against all third party claims whatsoever (including property loss and damage, personal accident, injury or death of any person) and/or the owner and the Bidder shall at his/her own cost and initiative at all times, exclusively to maintain all liabilities under Workman's Compensation Act / Fatal Accident Act, Personal Injuries, Employees State Insurance Act, PF Act, etc. in force from time to time.

10. The Bidder shall be personally responsible for conduct and behaviour of his staff resulting any loss or damage to AYCL's moveable or immoveable property and shall be compensated by the Bidder . If it is found that the conduct/behaviour or efficiency of any person employed by the Bidder is unsatisfactory, the Bidder shall make necessary arrangement to replace him/her within 48 hours of intimation by AYCL. The decision of AYCL's designated officer in this regard shall be final and binding on the Bidder.

11. The Bidder can not appoint any agent to carry out his obligations under the contract as the contract is not assignable and/or transferable.

12. AYCL reserves the right to appoint officers/officials to inspect the quality of vending tea other items prepared and sold in the lounge. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the Bidder. However, excepting the yule branded tea, no other brand of tea can be sold in the said lounge.

13. The Bidder can not sell any other item except the approved items without prior written approval of the AYCL.

14. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipments provided by AYCL are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the Bidder , failing which the same will be done by AYCL at the Bidder's risk and cost. In this regard, the decision of the designated officer of AYCL shall be final and binding on the Bidder.

15. The workers employed by the Bidder shall be directly under the supervision, control and employment of the Bidder and they shall have no connection what-so-ever with AYCL. AYCL shall have no obligation to control or supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against AYCL for employment or regularization of their services by virtue of being employed by the successful Bidder, against any temporary or permanent posts in AYCL and/or in any manner whatsoever.

16. The Bidder shall not use the lounge premises for any other activity and/or purpose except for which it has been provided for.

TERMINATION:

a. The Contract can be terminated by either party, i.e., AYCL or the successful Bidder , after giving One-month notice without assigning any reason thereof. However, AYCL reserves the right to terminate the contract without giving any notice in case the Bidder commits breach of any of the terms of the contract. AYCL's decision in such a situation shall be final and shall be accepted by the Bidder without any objection or resistance.

b. On termination of the contract, the Bidder will hand over all the equipments/furniture/articles etc., supplied by AYCL, in good working condition, back to AYCL.

c. If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory (say in a month or so) during the probationary period of One year from the date of taking over charge of the lounge services, AYCL reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.

d. AYCL reserves the right to impose a penalty (to be decided by the AYCL authorities) on the Bidder for any serious lapse in maintaining the quality and the services willfully or otherwise by the Bidder or his staff or for any adulteration.

e. If AYCL is being reported for disqualification with the quality of eatables served, services provided or behavior of the Bidder or his/her employees, the Bidder will be served with 24-hour notice to improve or rectify the defect(s), failing which the AYCL will be at liberty to take appropriate necessary steps as deemed fit.

f. Dispute, if any, arising out of the Contract, shall be settled by mutual discussion, alternatively by legal recourse under jurisdiction of Calcutta High courts only.

(Signature of the Applicant)
Office Stamp/Seal.

Place :

Date ;