

**ANDREW YULE & COMPANY LIMITED
(A Government of India Enterprise)**

Tea Division

8, Dr. Rajendra Prasad Sarani

Kolkata – 700 001

Tender No: TED/Misc/2022/049

ANDREW YULE & CO. LTD.(herein after referred to as 'Company') wishes to appoint an Operator for Renovation, Refurbishing, Operation and Facilities Management for **GUEST HOUSE** facility at **Mim Tea Estate** in a designated Bungalow inside the Estate on a Public Private Partnership (PPP) model. It is situated in Darjeeling district in the State of West Bengal. The nearest town is Sukhiapokhri which is just 4 kms from the tea garden. The Guest House is located inside the Tea Estate near the Tea Factory amidst mesmerizing beauty of the hills and awesome view of Kanchenjunga.

1. Scope of Work and Service

- a. The Selected Operator has to promote Tea Tourism Project in MIM Tea Estate for the purpose of using and operating a designated bungalow of MIM Tea garden for premium Guest House for tourists.
- b. A license agreement will be entered with an eligible Operator for a period of 11 months (hereinafter referred to as 'Contract period') on Leave & License basis, consisting of 11 consecutive terms subject to continued satisfactory performance. The designated Bungalow will be used only for the purpose of premium Guest House with necessary amenities for tourists as stated in the scope of work.
- c. The interested Operator would renovate the infrastructure of the designated bungalow's both exterior and interior at his own expense. Extent of such renovation be decided in consultation with the company, to make it suitable for modern and cozy Guest House. Such expense towards repair/renovation of the bungalow infrastructure, will remain with the Bungalow as non-refundable and license fee amount settled would be deemed to have been arrived after discounting such non-refundable expense /investment.
- d. The Operator will have to pay Security deposit to the extent of ONE Contract Period's License fee along with advance for lease rent for the 1st Contract Period before signing of an agreement to this extent and before handing over the Bungalow for the purpose of premium Guest House. The Security Deposit will continue till the end of 11th Contract Period or termination of Contract, whichever is earlier. The Security Deposit shall be refunded by the Company after adjusting any dues / incidental expenses / repair expenses for damages etc. as may be applicable at the time of such refund.
- e. The details of payable lease rent will be as follows:
 - i. Lease rent for 1st Contract Period shall be paid by the operator as mentioned above.

- ii. Lease rent for 2nd Contract Period onwards shall be paid by the operator before the beginning of any such Contract Period for entering into Leave and License Agreement with the Company.
 - iii. Lease rent amount for 2nd Contract Period onwards shall be 110% (i.e. 1.1 times) of the preceding Contract Period's Lease rent amount.
- f. EMD of Rs5000/- in favour of Andrew Yule & Co Ltd, payable at Kolkata, should be sent to:
Dy. General Manager (Operations & Marketing),
Andrew Yule & Co Ltd
8, Dr Rajendra Prasad Sarani,
Kolkata – 700 001
- g. In addition to above expense/investment in repair/renovation of bungalow infrastructure which are non-refundable in nature, the Operator may add up and/or put new fixtures, fittings, furnishings, crockeries, paintings, show pieces etc., as may be required to complete the facility, at his own cost but on refundable basis as mentioned in paragraph below.
- h. On contract period expiry, the Operator will be allowed to take out all his added externally fixed fixtures, fittings, furnishings, crockeries, paintings, show pieces etc. Any construction towards basic infrastructure of the bungalow during renovation will be with the Company and in this regard the Operator will not be allowed to take out any infrastructural items / amenities.
- i. The interested Operator has to bear the necessary maintenance cost of the entire bungalow and compound during the continuance of the said Leave and License Agreement. However, in case of any major breakdown of the bungalow/compound is caused on account of any natural calamity, the expenses will be proportionately shared with the Company after mutual discussion.
- j. During the subsistence of the Leave and License Agreement, the interested Operator has to pay/reimburse all the commercial taxes, electricity or any other outgoing taxes as raised by the local authority for the purpose commercially using this Guest House. In addition, the interested Operator will obtain all licenses, permits and registrations as applicable for operating the said Bungalow as a Guest House for the tourists.

1.1. Scope of Services to be provided by the Operator:

- a. Allotting (accommodation) rooms to the guests coming for Guest House (with prior intimation to Tea Garden Management); manning the reception /office, maintenance of allotment register, billing, running kitchen for food service, round the clock room service during Guest House occupancy, laundry service, perfect upkeep of rooms by good housekeeping and any other related services required for such Guest House facility be successful. Maintenance and cleaning on daily basis of all the rooms (with toilet cum bath), pantry, dining hall, glass window pane, venetian blinds and all fixtures/furniture at the Guest House shall be the duty of Operator. A status report on

day to day basis will be maintained by the supervisor as a permanent record and may be sent to the Company daily.

- b. Bedroom linen and Bathroom towels shall be changed on regular basis. In case of higher requirement (during high occupancy) fresh linen, towel etc. should be provided as per requirement. A floor register for this purpose shall be maintained by the Operator and will be scrutinized by Garden officials from time to time. Requests of guests should be accommodated, such as for more towels, and logged in the floor register.
- c. Floors of the rooms and corridor/wings will be cleaned daily with ISI mark detergent/phenyl (harmless WHO certified chemicals) and will be kept clean at all times. Carpets wherever available, shall be cleaned daily by vacuum cleaner and dry cleaning will be done on quarterly basis or earlier, as per requirement. Cleaning of sofa set, covers, curtains will also be done on monthly/quarterly basis. The Operator at his own expense shall arrange all consumable and cleaning materials for cleaning and dry cleaning. Mosquito repellent, anti-mosquito spray/fumigation, rodent and pest control, fly/ultrasonic repugnant, etc., shall be done as per the schedule Bathroom/toilet shall be cleaned thoroughly and mopped up every day with ISI marked phenyl/floor cleaner. Air filters of Split/Window type air conditioner will be thoroughly cleaned (every month). Deodorant/Colin/Room Spray shall be used for better results. Liquid Soap Dispenser/ Bath Soap, tissue rolls, toilet paper, bathroom freshener (odonil or equivalent), naphthalene balls, room freshener, toilet cleaner, duster brooms and the cleaning/sanitary materials etc. will be provided by the Operator at no extra cost.
- d. The Operator should be responsible for quality cleaning of bed and bath linens as per industry norms. The Operator should also provide laundry services to the guest(s) on payment basis at fixed rates. Reception Desk should attend to the guests' requirements.
- e. Toiletry items of reputed brand(s) to be supplied by the Operator daily in sachets (shampoo, oil, soap) etc. Daily supply can be on the basis of usage of room i.e. one sachet per person per day. A liquid hand wash of a reputed brand should be replenished the rooms regularly.
- f. The Operator shall ensure overall general maintenance, like drainage, cleaning, garbage disposal (dry and wet garbage/plastic and non-plastic waste disposal etc., in an eco-friendly manner, using protective/closed bins), services and repairs (electrical, plumbing, HVAC etc.), breakdowns, emergency relief and help on urgency basis. Operator to ensure that his Supervisors are sufficiently trained and equipped with mobile phones.
- g. The Operator has to provide the necessary contract man-power (housekeeping, supervisors and receptionist) as required for the Guest House.

- h. The Operator shall commit to making the employees undergo a refresher course at least every 6 months in order to ensure that the quality of service consistently remains high.
- i. The Operator should keep an adequate inventory of (good quality) toothbrush, toothpaste, razor, shaving cream, combs, sewing kits, ear buds, facial tissues (small packs) which may be provided to guests.
- j. The Operator shall appoint trained staff having good character and maintain high standards of turn out, maintain the number and quality of staff, as contracted and to ensure there is no hold up of any service for any reason whatsoever. The Operator, as soon as the Agreement is signed, shall submit a list and bio-data with photo of their workmen/supervisors/others indicating their name, age, qualification, etc. As and when there is a change in the staff posted, a revised list and bio-data with photo shall be submitted along with copy of appointment order issued to the new appointee/appointees, simultaneously.
- k. It is normally understood and agreed between both the parties that Tea Garden Management will NOT be responsible or liable for any laws that are in force/that may come into force from time to time in respect of personnel engaged by the Operator and the Operator alone will be solely responsible for the terms and conditions of their services, safety, health, statutory requirement, etc. The Operator will indemnify the Garden Management to the above extent.
- l. The Operator shall depute supervisors (with prior consent of the Company), who shall be available on site to supervise the contract employees regarding delivery of the specified service.
- m. It is understood and agreed that the Operator will be held responsible for any disciplinary matters arising out of the work or conduct of their employees and the Operator will take appropriate disciplinary action against those employees found indulging in any act of indiscipline in Centre's premises or in connection with the services referred to herein.
- n. The Operator will immediately replace any employee found to be unfit in any manner immediately or on receipt of advice from the Company.
- o. The Operator shall maintain proper and detailed record for the job carried out by their employees and shall also maintain all records and returns as necessary for carrying out the work smoothly and as provided under the Contract Labour Act, Minimum Wages Act, ESI Act, PF Act, etc., as relevant and applicable from time to time.
- p. The Operator shall be solely responsible to comply with all legal and statutory requirements that arise out of this tender agreement and in respect of the employees engaged by the Operator in fulfillment of the contractual obligations stated herein.

- q. It is understood and agreed that the Operator will provide decent uniforms, badges/ID cards with photos and safety equipment and shoes to their employees.
- r. It is Operator's responsibility to have them periodically checked medically so as to ensure that medically fit staff only is deployed for the work.
- s. All statutory requirements like ESI, PF, etc. as may be applicable, shall be complied by the Operator in respect of persons engaged.
- t. The Tea Garden Manager /his authorized representative will have the right to inspect/call for books/registers, documents in relation to all matters referred to, in this tender or agreed later on. The Garden management will also have all rights to make recoveries from the Operator, if any fine / penalty / demand imposed by any statutory agency due to the Operator's non-compliance with statutory obligations.
- u. It is clearly understood and agreed upon that neither the Operator nor his contract employees shall have any claim on employment with Garden at any point of time and this arrangement is purely between the Operator and the Garden for specific services for the period specified.
- v. The Operator shall follow all rules as may be existing or may be framed from time to time at the Garden on all aspects covering this tender. Material movement, entry/exit of personnel, identity card, safety, etc. shall be according to procedures existing in the Garden as amended from time to time.
- w. HANDING / TAKING OVER: The fittings, fixtures, furniture's, furnishings, linen, gadgets and all other items will be properly handed over after making separate kit inventory/bar coding and details of each items giving specification, duly signed by Garden representative of the Guest House, Tea Garden Manager and the Operator for the Guest House. Inventory list for the entire bungalow be maintained and be reconciled on quarterly basis.
- x. The Contract could be terminated by either side by giving one month's notice in writing. If the notice period is not given or if a shorter notice is given by the Operator, the entire security deposit shall be forfeited. Any other costs and or damages incurred by the Garden to maintain the services contracted to the Operator, on account of such short notice will be deducted from the Security deposit, or shall be paid by the Operator on demand if such dues fall short of such deposit.
- y. Risk Clause: Notwithstanding the other terms herein, the Company at its option will be entitled to terminate the contract and to avail from elsewhere, at the risk and cost of Operator, either the whole of the contract or any part which the Operator has failed to perform in the opinion of the Garden. Security deposit will be forfeited in this case.
- z. In case of Insolvency and breach of contract, the Company may, at any time, by notice in writing summarily terminate the contract without compensation to the Operator. Security deposit will be forfeited in this case.

- aa. The methodology for deduction will be as under
For various lapses, the quantum of penalty shall be as follows:
- i. Non-compliance of environment friendly waste disposal methods. Rs.100.00 per instance
 - ii. Not wearing of uniforms by Operator's employees / untidy uniform Rs. 100 /day/Person
 - iii. The penalty for unsatisfactory and substandard service or lapse of service: Rs.500/- per complaint
- bb. In the event of appeal, the decision of the Company shall be final and binding upon the Operator.
- cc. SUGGESTIONS AND COMPLAINTS: The Operator shall keep a suggestion/ complaints BOX on performance of services, by the guest and produce to the Company or its representatives, for perusal during their visit to ensure that prompt action has been taken on such complaints and measures taken to avoid their re-occurrence. The Operator shall attend to all the complaints and address as early as possible to the satisfaction of the Company. The Operator will provide guest feedback forms in each room and collect it to tabulate the observations/feedback and address them in a time bound manner.
- dd. MISBEHAVIOUR OF EMPLOYEES: The employees of the Operator shall maintain strict discipline and not use any violent, absence or offensive languages while inside the premises. Smoking and consuming alcohol inside the premises is strictly prohibited. In the case of misbehavior, the Company has the right to terminate the contract. It will be mandatory for the Operator to brief their personnel in advance and apprise them of the conduct, expected for them, while working.
- ee. Any personnel deployed by the Operator, refuses work or creates indiscipline would have to be immediately replaced with information to the Company. The Company reserves the right, to ask the Operator to terminate the services of any of the Operator's employees immediately on grounds of noncompliance of duties or if found guilty of misconduct. Garden Management will in no way be held responsible or liable for any loss, caused by negligence or any other harmful action on the part of the employee of the Agency.
- ff. BREAKAGE: All damages/breakage to the equipment/inventory in the charge of the Operator, if caused due to negligence of the Operator's employee, the cost or repair/replacement of the equipment will be borne by the Operator.
- gg. REPLACEMENT: Replacement of articles (viz. linens, crockery, cutlery, consumables items/inventory etc.), which have been lost will be done by the Operator.
- hh. Safety, Security and Insurance
- i. The Operator shall follow all security rules of the Garden and instructions received from time to time regarding issue of identity cards, all material movements.

- ii. During the operation of the agreement, the Operator shall be liable fully to compensate all concerned for any loss, damage of infrastructure, person, property, etc. including third party risks arising due to causes attributable to the Operator.
- iii. The Operator should take Insurance policy for the assets and lives in relation to the facility.
- iv. Guest back ground be checked by the Operator for KYC compliance with relevant laws and codes of the land.

Garden will hand over the bungalow to the Operator with existing materials like beds, cots, chairs, tables, fridges, kitchen equipment, etc. as per an Inventory List to be made for the purpose of such handover and the Operator has to agree to keep proper acknowledgement and shall take care to maintain these items properly. Malfunctioning of any item shall not be entertained as an excuse for unsatisfactory services. Upon end of contract / termination thereof, the Operator is liable to return these existing items to Garden management in good working condition barring normal wear and tear. For shortage/misplacement/theft, replacement cost of the items will be recovered from the security deposit.

- ii. The Operator will not allow or permit his employees to participate in any trade union activities or agitation in the premises.
- jj. All personnel/employees/workmen employed by the agency shall be, preferably, in the age group of 18 – 60 with good health and sound mind. The personnel/employees/workmen of the agency shall be liable to security screening by the Security Staff/Agencies deployed by the Garden.
- kk. The Operator shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
- ll. The employees/workmen employed by the Operator shall always be under the direct and exclusive control and supervision of the Operator and the Operator may transfer its employees / workmen and in accordance with their needs, in consultation with Garden Management.

2. Eligibility Criteria

i	The applicant must have sound financial background and at least 3 years' experience in running a business related to tourism	Relevant documents to be furnished.
ii	The bidder should be of Indian origin. The bidder may be sole proprietary Concern, partnership concern or aCompany incorporated in India.	Relevant documents to be furnished.
iii	The bidder must have a valid GST Registration in India.	Copy of Registration Certificate

iv	If awarded the Bid, the applicant should recruit well trained house-keeping staff, post taking necessary approval from the Company.	Self-Certificate
v	The applicant should have local office in Kolkata or Siliguri or Darjeeling.	Address of Office with contact details.

NB: All documents submitted with the offer to be stamped & signed by an authorized official of the responding applicants.

3. Scope of Work

The agency shall, at its own cost, provide and / or arrange for the following in respect of the entire premises including built-up area during the entire period of contract:

- Arranging engaging and paying towards the restoration engineers, architects and interior designers for restoration of old building.
- Undertaking refurbishment as per Raj styled look and theme of antiquity.
- Provision of firefighting equipment necessary for supplementing the existing firefighting infrastructure and maintenance of the same.
- Housekeeping including cleaning, sweeping, washing and changing of linen, and maintenance of all electro-mechanical devices and systems.
- Provision of security personnel along with all electro-mechanical devices and systems, including air-conditioners.
- Repair and/ or replacement (including temporary replacement wherever required) of all electrical and sanitary fittings and fixtures and all electro-mechanical devices and systems, including air-conditioners.
- Operation and maintenance of pump for supply of water to overhead tank.
- Installation, operation and maintenance of diesel generator set including procurement of fuel for the same.
- Operation and management of multi cuisine restaurant.
- Installation Operation & Maintenance of Wi-fi Connectivity in each room.
- Installation of color television sets in each room and provision of cable/DTH connection to serve all such installed sets.
- Installation, operation and maintenance of water purification systems.
- Procurement of at least two daily newspapers to be made available at the reception.
- Payment of all taxes and services charges, electrical energy charges, telephone bill, cable/DTH subscription, newspaper subscription, etc.
- Maintaining local dance and folk song troop for the traditional and cultural show.

- 4. Award of Contract:** The Contract will be awarded to the highest bidder in regard to the Leave and License Fee amount for the 1st Contract Period and the bidder agreeing to all the terms and conditions.