

### **Event through MSTC Limited**

**ANDREW YULE & CO. LTD.**(herein after referred to as 'AYCL')intends to appoint an Operator / Service Provider for setting up a Yule Tea Lounge with Supply, Installation of all required Furniture, fittings, fixtures, furnishing, Operation and Facilities Management on behalf of AYCLat the proposed site of Yule Tea Lounge on a Public Private Partnership (PPP) model. The place is situated at 41 Chowringhee Road, Kolkata-700071. The premise is on long term lease with AYCL. The area is located at the heart of Kolkata City having one Ground Floor and a Mezzanine Floor covering approx. 9500 sq. ft. of area.

#### **Schedule of Events**

1.	e-Bidding Event No.	:	<b>MSTC/ERO/Andrew Yule &amp; Co Ltd/10/Kolkata/24-25/4986[435015]</b>
2.	e-Auction Event No.	:	<b>MSTC/ERO/Andrew Yule &amp; Co Ltd/10/Kolkata/24-25/4986[435015]</b>
3.	Mode	:	e-Bidding /e-auction as per details mentioned in NIT Online submission of the Bids through <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>  The intending bidders are required to submit their offer electronically through the above portal.
4.	Date of Pre-Bid meeting	:	2024-05-09/15:30:00
5.	Date of availability to vendors for downloading of NIT in <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>	:	2024-04-30/16:00:00
6.	Last date of submission of desired documents in <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>	:	2024-05-24/15:00:00
7.	e- Bidding Event Start Date/Time for qualified bidders in <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>	:	2024-05-27/12:00:00
8.	e-Bidding Event Close date/Time for qualified bidders in <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>	:	2024-05-27/16:00:00
9.	e-Auction Event Start Date/Time for qualified bidders in <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>	:	2024-05-30/12:00:00
10.	e-Auction Event Close date/Time for qualified bidders in <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>	:	2023-05-30/16:00:00

Catalogue along with NIT for details pertaining to the Event can be downloaded from MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com). Corrigenda or clarifications, if any, shall be hosted in AYCL website only.

AYCL reserves the right to accept or reject any offer.

**ANDREW YULE & COMPANY LIMITED**  
**(A Government of India Enterprise)**  
**8, Dr. Rajendra Prasad Sarani**  
**Kolkata – 700 001**

**Tender No: TED/Asset Utilization/Yule Tea Lounge/2024-25**

**ANDREW YULE & CO. LTD.**(herein after referred to as ‘AYCL’)intends to appoint an Operator / Service Provider for setting up a Yule Tea Lounge with Supply, Installation of all required Furniture, fittings, fixtures, furnishing, Operation and Facilities Management on behalf of AYCL at the proposed site of Yule Tea Lounge on a Public Private Partnership (PPP) model. The place is situated at 41 Chowringhee Road, Kolkata-700071. The premise is on long term lease with AYCL. The area is located at the heart of Kolkata City having one Ground Floor and a Mezzanine Floor covering approx. 9500 sq. ft. of area.

**1. Terms & Conditions:**

- a. The Selected Operator has to promote Yule Tea Lounge Project in the area mentioned above for public.
- b. A Service Level Agreement (SLA) will be entered with an eligible Operator for a period of 3 years and 10 months (hereinafter referred to as ‘Contract period’) or till 31.03.2028 with an option for further extension subject to operators’ performance and extension of AYCL’S lease.
- c. The bidding process will be conducted in two stages and three parts.

**1<sup>st</sup>Stage:**

**(A)**The operator has to submit Techno-commercial Bid with EMD and acceptance for the base annual fee of Rs 2950000/- (Rupees Twenty-Nine Lacs Fifty Thousand Only) & base revenue sharing of 3 % (Ten Percent Only). All the techno-commercially eligible operators who have submitted the acceptance for base annual fee of Rs.2950000/- (Rupees Twenty-nine Lacs Fifty Thousand Only) & base revenue sharing of 3% (Ten Percent Only) will participate in the 2<sup>nd</sup>part bidding process of 1<sup>st</sup> Stage.

**(B)**The 2<sup>nd</sup>part bidding will be through MSTC auction on base annual fee of Rs. 2950000/-(Rupees Twenty-nine Lacs Fifty Thousand Only). The operators will have to quote above the base annual fee of Rs. 2950000/-(Rupees Twenty-nine Lacs Fifty Thousand Only). The highest bidder (H1) will be eligible to participate in 2<sup>nd</sup>Stage bidding.

**2<sup>nd</sup> Stage:** The 2<sup>nd</sup> Stage bidding will be through MSTC auction on revenue sharing above base revenue sharing of 3 %. The operator has to indicate the % (percentage) of revenue sharing above the base revenue sharing of 3%.

**Awarding of the contract:** The contract will be awarded to the operator who will bid highest percentage (%) of revenue sharing above the base of 3% revenue sharing (H1).

The annual fee discovered through MSTC auction with respect to the H1 bidder in 2<sup>nd</sup> stage of bidding will remain firm for each contract year, however there will be an annual escalation @ 2 % of the highest bid percentage in revenue sharing fixed through the auction subject to acceptance of all terms & conditions. For tender detail visit [www.mstcecommerce.com](http://www.mstcecommerce.com) & [www.andrewyule.com](http://www.andrewyule.com).

- d. The interested Operator would set up the Yule Tea Lounge with their own well design, furnished with all amenities to create unique appeal.
- e. The successful bidder will make the Yule Tea Lounge operational within 60 days from the date of placement of LOI/Order.
- f. The Operator will have to pay Security deposit as per MSTC norms along with advance for annual fee for the 1<sup>st</sup> year before signing of an agreement to this extent and before handing over the premises for the purpose of Yule Tea Lounge. The annual fee for the subsequent years should be paid at the beginning of each year of the contract period. The Security Deposit will continue till Contract Period of 31.03.2028 or termination of the Contract, whichever is earlier. The Security Deposit shall be refunded by AYCL after adjusting any dues / incidental expenses / repair expenses for damages etc. as may be applicable at the time of such refund.
- g. EMD of Rs. 25,000/- in favour of Andrew Yule & Co Ltd, payable at Kolkata, should be sent to:  
Dy. General Manager (Supply Chain & Materials),  
Tea Division  
Andrew Yule & Co Ltd  
8, Dr Rajendra Prasad Sarani,  
Kolkata – 700 001
- h. On the expiry of contract period, the Operator will be allowed to take out all his added externally fixed fixtures, fittings, furnishings, crockeries, paintings, show pieces etc or hand over to AYCL on depreciated value. In this regard the Operator will not be allowed to take out any infrastructural items / amenities.
- i. The Operator has to bear the cost of statutory obligation for running such facility along with the necessary maintenance cost of the entire

premises and compound during the contract period. Operator shall take due care for the equipment and the assets created by them and AYCL shall be indemnified for any loss to any property/assets.

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

- a. The operator shall provide all the services / amenities required for running such facility.
- b. Washroom towels shall be changed on regular basis. A floor register for this purpose shall be maintained by the Operator and will be scrutinized by AYCL officials from time to time.
- c. Floors of the lounge should be cleaned daily with ISI mark detergent/phenyl (harmless WHO certified chemicals) and to be kept clean at all times. Carpets wherever available, should be cleaned daily by vacuum cleaner and dry cleaning should be done on quarterly basis or earlier, as per requirement. Cleaning of sofa set, covers, curtains should also be done on monthly/quarterly basis. The Operator at his own expense should 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., should be done as per the schedule. Changing -cum-Wash Room should be cleaned thoroughly and mopped up every day with ISI marked phenyl/floor cleaner. Air filters of Split/Window type air conditioner should be thoroughly cleaned (every month). Deodorant/Colin/Room Spray should be used for better results. Liquid Soap Dispenser, tissue rolls, toilet paper, bathroom freshener (odonil or equivalent), naphthalene balls, room freshener, toilet cleaner, duster brooms and the cleaning/sanitary materials etc. should be provided by the Operator at no extra cost.
- d. A Reception Desk should be set up to attend the guests' requirements.
- e. Toiletry items of reputed brand(s) to be supplied by the Operator.
- 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 Tea Lounge.

- h. The Operator shall commit to make 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 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.
- j. It is normally understood and agreed between both the parties that AYCL 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 AYCL to the above extent. The format for the Indemnity Bond is attached with this tender document.
- k. The Operator shall depute supervisors, who shall be available on site to supervise the contract employees regarding delivery of the specified service.
- l. 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.
- m. The Operator will immediately replace any employee found to be unfit in any manner immediately or on receipt of advice from the Company.
- n. 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.
- o. 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.
- p. 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.

- q. 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.
- r. All statutory requirements like ESI, PF, etc. as may be applicable, shall be complied by the Operator in respect of persons engaged.
- s. AYCL /his authorized representatives 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. AYCL 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.
- t. 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.
- u. The Operator shall follow all rules as may be existing or may be framed from time to time by AYCL 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.
- v. Inventory list for the entire Lounge be maintained and be reconciled on quarterly basis.
- w. 1.1 The Contract could be terminated by either side by giving one month's notice in writing. In case of termination of contract by the contractor before contractual period, the security deposit will be forfeited. Any other costs and or damages incurred by AYCL to maintain the services contracted to the Operator, on account of such short notice shall be raised as debit note by AYCL on the operator and shall be paid by the operator before he is allowed to take out his fixtures/furniture etc. as per mutually signed list.  
  
1.2 In case the company terminates the contract giving 01-month notice, the security deposit shall be refunded after deduction of any costs and/or damages incurred by AYCL in relation to the operation of the Yule Tea Lounge by the operator. If such cost and/or damages exceed the security deposit, the balance amount shall be raised as debit note on the operator and shall be paid by the operator before he is allowed to take out his fixtures/furniture etc. as per mutually signed list.
- x. Risk Clause: Notwithstanding the other terms herein, AYCL 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. Security deposit will be forfeited in this case.

- y. In case of Insolvency and breach of contract, AYCL 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.
- z. In the event of appeal, the decision of the Company shall be final and binding upon the Operator.
- aa. SUGGESTIONS AND COMPLAINTS: The Operator shall keep a suggestion/ complaints BOX on performance of services, by the guest and produce to AYCL 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.
- bb. MISBEHAVIOUR OF EMPLOYEES: The employees of the Operator shall maintain strict discipline and not use any violent, abusive 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.
- cc. Any personnel deployed by the Operator, refuses work or creates indiscipline would have to be immediately replaced with information to AYCL. AYCL 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. AYCL 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.
- dd. 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.
- ee. REPLACEMENT: Replacement of articles (viz. linens, crockery, cutlery, consumables items/inventory etc.), which have been lost will be done by the Operator.
- ff. Safety, Security and Insurance
  - i. The Operator shall comply all security rules of AYCL 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.

AYCL will hand over the premises to the Operator on as is where is basis for the purpose of such handover and the Operator has to agree to keep proper acknowledgement.

gg. The Operator will not allow or permit his employees to participate in any trade union activities or agitation in the premises.

hh. 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.

ii. The Operator shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.

jj. 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 AYCL.

**2. Eligibility Criteria**

<b>i</b>	The applicant must have sound financial background and at least 3 years' experience in running a business related tea lounge / cafeteria / airport lounge / restaurant industry / hospitality industry etc.	Relevant documents to be furnished.
<b>ii</b>	The bidder should be of Indian origin. The bidder may be sole proprietary Concern; partnership concern or a Company incorporated in India.	Relevant documents to be furnished.
<b>iii</b>	The bidder must have a valid GST Registration in India.	Copy of Registration Certificate
<b>iv</b>	If awarded the Bid, the applicant should recruit well trained house-keeping staff, post taking necessary approval from the Company.	Self-Certificate
<b>v</b>	The bidder should have positive net worth.	Relevant documents to be furnished.



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:

- Supply, installation of all Furniture, fixtures, Electrical Household item, soft furnishing etc. to make it a premium class Yule Tea Lounge which would be supplied strictly in coordination with AYCL representative.
- Supply installation of all electrical fittings and all required sanitary fittings and fixtures and all electro-mechanical devices and systems, including air-conditioners.
- Housekeeping including cleaning, sweeping, washing and changing of linen, and maintenance of all electro-mechanical devices and systems.
- Providing necessary firefighting equipment as per relevant clause of WB Fire Service act. and maintenance of the same.
- Provision of security personnel along with all electro-mechanical devices and systems, including air-conditioners.
- Operation and maintenance of pump for supply of water to overhead tank.
- Supply, Installation, operation and maintenance of diesel generator set including procurement of fuel for the same.
- Operation and management of Tea Lounge.
- Installation Operation & Maintenance of Wi-fi Connectivity in each room.
- Installation of color television sets of reputed make 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.
- Any other utility which make it premium lounge.

### **4. Pre-Bid Meeting:**

- i. AYCL will hold a pre bid meeting, through video conferencing, with the prospective applicant(s) on 09.05.2024 at 3:30 pm to discuss the requirement and purpose of the tender.
- ii. Before pre-bid meeting, queries can be sent to DGM (Supply chain & Materials) via e-mail: shantanu.boral@andrewyule.com and

- corp.plg@andrewyule.com
- iii. Only queries received before 3 days of pre bid meeting date will be entertained in the pre-bid meeting.
  - iv. Maximum of two representatives of each Applicant shall be allowed to participate in the pre-bid meeting.
  - v. The link for pre-bid meeting would be <https://meet.google.com/sih-fjxg-bbk>.
  - vi. The pre-bid discussion corrigendum if any shall be uploaded in AYCL website.

**5. Award of Contract:** The Contract will be awarded to the highest bidder based on who will offer highest % (percentage) of revenue sharing with AYCL in stage 2 bidding and agreeing to all the terms and conditions.

**6. Arbitration:** (i) Any dispute or difference whatsoever arising between the Parties out of or relating to the construction, meaning, Interpretation, scope, operation or effect of this Agreement or the validity or the breach thereof shall be exclusively settled by arbitration and conciliation in India, which shall be governed by the Arbitration and Conciliation (Amendment) Act, 2021 as amended from time to time. The arbitral tribunal shall comprise of sole arbitrator to be appointed by both the Parties. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be Kolkata, India. The award rendered by the arbitrator shall be final, reasoned, and binding upon the Parties hereto followed by applicable appeal and other applicable laws in force and is enforceable by the appropriate courts/ authorities only.

(ii) "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) inter se and also between CPSEs and Government Departments / Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of Commercial Dispute (AMRCD) as mentioned in DPE OM No 05/0003/2019-FTS-10937 dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on the parties".

**FORMAT FOR INDEMNITY BOND**

THIS INDEMNITY BOND is executed on this \_\_\_\_day of \_\_\_,2024 in favour of Andrew Yule and Company Limited, a Govt. of India Enterprise having its registered office at 8,Dr Rajendra Prasad Sarani Kolkata-700001 (hereinafter referred to as obligee) by \_\_\_\_\_(Institutional Investor/Company name/individual/LLP,) by (the name)\_\_\_\_\_represented by/ son of \_\_\_\_ by occupation/designation \_\_\_\_ with registered Office/residence at \_\_\_\_/hereinafter referred to as the 'Indemnifier/Obligor' which expression unless excluded by or repugnant to the context shall mean and include his/their/its heirs, representatives, administrators.

**WHEREAS:**

1. That the indemnifier is the permanent resident of the above mentioned address and intends to operate the Yule Tea Lounge.
2. That Indemnifier/Obligor undertakes to indemnify Andrew Yule & Co. Ltd and keep its Directors / Officers etc. indemnified against violating any act, regulation, by-laws, statute etc.
3. The indemnifier/obligor indemnify that AYCL 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/obligor/indemnifier and the Operator/obligor/indemnifier alone will be solely responsible for the terms and conditions of their services, safety, health, statutory requirement, etc.
4. Any damage or loss or litigation arising due to any violation stated above and any other unforeseen eventuality, I/we the obligor shall be sole responsible and further held responsible for the consequential damages for which company will have the sole liberty and can take any legal action against such violation.

IN WITNESS WHEREOF the said -----has put their signature on this                    day of                    2024.

SIGNED SEALED AND DELIVERED

by the said COMPANY NAME/LLP/INDIVIDUAL/OBLIGOR  
in the presence of: