

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

Tender No: TED/AYCL/KIOSK/2024-25/025

ANDREW YULE & CO. LTD. (herein after referred to as ‘Company’) Invites proposals through E-Tender cum E-Auction in MSTC e-commerce portal, from eligible bidders for the following:

To operate/run **Yule Tea Kiosk** at **ECO PARK Major Arterial Road (South-East, Biswa Bangla Sarani, Action Area II, Newtown, Kolkata, West Bengal 700156)** to sell Hot Teas, Savouries, Selling of AYCL Retail Tea Packets with Supply and Installation of all required Furniture, Fittings, Fixtures, Furnishing, Vinyl Designing & pasting (both outside and inside of kiosk), Installation of Tea Vending machine, Water supply, Refrigerator & Operations needed for Facilities Management at the proposed site of Yule Tea Kiosk on a Public Private Partnership (PPP) model, on monthly rental basis for a contract period of 11 months’ duration.

Schedule of Events

1.	e-Bidding Event No.	: MSTC/ERO/Andrew Yule & Co Ltd/32/Kolkata/24-25/36712
2.	e-Auction Event No.	: MSTC/ERO/Andrew Yule & Co Ltd/32/Kolkata/24- 25/36712
3.	Mode	: e-Bidding /e-auction as per details mentioned in NIT Online submission of the Bids through www.mstcecommerce.com The intending bidders are required to submit their offer electronically through the above portal.
4.	Date of Pre-Bid meeting	2024-11-18/15:30:00
5.	Date of availability to vendors for downloading of NIT in www.mstcecommerce.com	: 2024-11-14/21:00:00
6.	Last date of submission of desired documents in www.mstcecommerce.com	: 2024-12-05/23:59:59
7.	e- Bidding Event Start Date/Time for bidders in www.mstcecommerce.com	: 2024-11-18/00:00:00
8.	e-Bidding Event Close date/Time for bidders in www.mstcecommerce.com	: 2024-12-05/23:59:59
9.	e-Auction Event Start Date/Time for qualified bidders in www.mstcecommerce.com	: 2024-12-09/12:00:00
10.	e-Auction Event Close date/Time for qualified bidders in www.mstcecommerce.com	: 2023-12-09/16:00:00

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IMPORTANT INSTRUCTIONS FOR E-BIDDING

1. Catalogue along with NIT for details pertaining to the Event can be downloaded from MSTC E-Commerce website www.mstcecommerce.com and www.andrewyule.com. Corrigenda or clarifications, if any, shall be hosted in www.andrewyule.com and MSTC E-Commerce websites only.

List of Annexures: -

- i. Bidder's Profile -- Annexure-I
- ii. Format for Indemnity Bond -- Annexure-II

2. EMD – Rs. 5000/- in favour of Andrew Yule & Co Ltd, payable at Kolkata, should be sent in the form of DD or Cheque so as to reach the address below on or before 04/12/2024 and the copy of the cheque/DD to be uploaded in the MSTC portal:

Seemanta Kumar Das
Asst. General Manager (Marketing & Comm.), Tea Division,
Andrew Yule & Co Ltd,
8, Dr Rajendra Prasad Sarani,
Kolkata – 700 001

3. The bidding process will be conducted in two parts:

First Part - The bidder has to submit Techno-Commercial Bid, EMD and acceptance of the Base Monthly Minimum Rental Fee of Rs.18500/- (Rupees Eighteen Thousand & Five Hundred Only) plus taxes and duties as applicable, in MSTC Portal.

All the Techno-Commercially eligible bidders who have submitted the EMD and acceptance for Base Monthly Minimum Rental Fee of Rs.18500/-(Rupees Eighteen Thousand & Five Hundred Only) plus all taxes and duties as applicable, will be qualified to participate in the 2nd Part of the bidding process.

Second Part - The 2nd part of the bidding will be through **Auction in MSTC Portal** on the Monthly Rental Fee. The bidders will have to quote above the Base Monthly Minimum Rental Fee of Rs.18500/- (Rupees Eighteen Thousand & Five Hundred Only) (exclusive of Taxes & duties). The highest bidder (H1) will be determined in this 2nd Part of the bidding process.

The Rates must be quoted exclusive of all taxes, duties and any other levies.

4. Awarding of the contract:

The contract shall be awarded to the H1 bidder after the payment of **1st Month Rent** plus Taxes & duties as applicable and **Security Deposit** (to the extent of Two Months Rental Fee plus Taxes & duties as applicable) through E-payment link available under bidders login in MSTC Portal.

1st Month Rent and **Security Deposit** along with all taxes and duties, to be paid within 10 days of intimation of acceptance of H1 Monthly Rental Fee by MSTC/AYCL.

The details of the mode and amount of payment shall be communicated to the successful bidder after the acceptance of the H1 bid.

For any delay in making payment within the specified time limit of 10 days, the payment may be accepted on the discretion of AYCL upto a period of two (2) weeks from the due date of payment on payment of additional late payment penalty @ 1% per week on the total amount payable. However, MSTC/Seller reserve the right not to accept the payment with or without the late penalty after the expire of the specified time limit or even within the aforesaid additional period of 14 days and in such an event the sale will be automatically cancelled and EMD/Security Deposit (as the case may be) will automatically stand forfeited.

5. The RENTAL AMOUNT discovered through MSTC Auction with respect to the H1 bidder will remain firm for the **first 11 months'** contract period; however, from the **second period** onwards for each successive contract renewal there will be escalation @ 10% of the rental amount subject to acceptance of all terms & conditions. **Contract may be renewed for a maximum period of 4 more times/occasions, subject to continued satisfactory performance and acceptance of all terms & conditions.**

6. The prospective bidders are requested to go through the tender conditions and may visit the Kiosk site to assess the feasibility of business with prior appointment and thereafter may bid in the Tender. No reduction in license fee will be entertained at any stage for whatever reasons.

7. For tender details, please visit www.mstcecommerce.com & www.andrewyule.com. Participants are advised not to give any conditional tender and adhere to the terms and conditions indicated in the tender documents provided by AYCL. Conditional tenders would be summarily rejected.

8. ELIGIBILITY CRITERIA

The parties fulfilling the following criteria as per NIT are eligible to participate in the Auction:

i. Parties having minimum of 3 (three) years' experience in operating Tea vending Kiosks in city/city mall/railway stations/terminals, ferry /ships terminals, Airports, bus terminals in mall cum parking lots of railway stations or bus terminals etc.

Note: The firm should have experience certificate and other eligibility requirements in its own name. Experience up to the date of publication of NIT shall be taken into consideration.

ii. The proprietor of more than one company or firm will be considered as single party and one legal entity.

iii. Any party either a firm or an individual falling under the following categories is not eligible: -

a. De-barred/black listed by WBHIDCO or Undertakings/Department like Railway, Defence, or any other Department of Govt. of India, State Govt. Dept. A declaration to this effect is also to be submitted by the party with e-tender documents.

b. Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of AYCL at any of their business establishment as a whole and has not paid such dues shall not be eligible for this tender.

c. If the entity participating in any of the tenders is a private or public limited company, Partnership Firm or Sole Proprietor and any of the Directors/Partners/Sole Proprietor of such company is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AYCL and has outstanding dues payable to the Company, then the said entity may not be allowed in the tenders.

9. PRE-BID MEETING

AYCL will hold a pre bid meeting, through video conferencing, with the prospective applicant(s) on **18.11.2024 at 3:30 pm** to discuss the requirement and purpose of the tender. Before pre-bid meeting, prospective bidders may send their queries, if any, to AGM (Mkt. & Comm.) via e-mail: seemantakumar.das@andrewyule.com Only queries received before 3 days of pre bid meeting date will be entertained in the pre-bid meeting. Maximum of two representatives of each Applicant shall be allowed to participate in the pre-bid meeting.

Link for online pre-bid meeting - <https://meet.google.com/gzj-ejvz-dim>

The pre-bid discussion corrigendum if any shall be uploaded in MSTC & AYCL websites.

SCOPE OF WORK/SERVICE & GUIDELINES

- 1.** The Selected Operator/Service Provider has to promote and sell various “Yule Retail Packet Tea” products through the Kiosk.
- 2.** The Kiosk of approx. 80 sq. ft. of area is situated at ECO PARK Major Arterial Road, South-East, Biswa Bangla Sarani, Action Area II, Newtown, Kolkata, West Bengal 700156.
- 3.** Operator/Service Provider shall operate and manage the Tea Kiosk under the brand name of "YULE TEA" and is debarred from displaying their name in or around the Kiosk and/or vicinity of the ECO PARK."
- 4.** The Operator/Service Provider would design & decorate up the Yule Tea Kiosk with design in consultation & approval by AYCL authorities (Vinyl design & pasting), furnished with all amenities to create unique appeal.
- 5.** The Operator/Service Provider would renovate/redecorate the Kiosk both exterior and interior at his own expense. Extent of such renovation/redecoration be decided in consultation with the company. All expense towards repair/renovation of the Kiosk will be borne by the Operator/Service Provider. **However, this should be in consonance with and promote Yule Tea concept.**
- 6.** In addition to above expense/investment in repair/renovation of infrastructure which are non-refundable in nature, the Operator/Service Provider 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.
- 7.** Any decision regarding a matter of policy in the operation and management of the said Kiosk shall be taken by AYCL in consultation with Operator/Service Provider.
- 8.** Operator/Service Provider shall supervise and maintain the operation of the Kiosk and further undertakes to perform efficiently and to discharge its obligation with due care and caution. There shall be no compromise so far as quality and freshness is concerned. A list of items except hot tea that may be kept & sold will be decided at the time of signing the agreement.

9. Operator/Service Provider shall operate the Kiosk and all its facilities in the same manner, as it is customary and usual in the operation so that the highest level of efficiency, competence and standards of service and best practices could be rendered. AYCL shall not tolerate any complaint in this regard from any concerned at all material time.

10. Operator/Service Provider shall be solely responsible for the entire management of the said Kiosk which include day to day operations, daily maintenance, deployment of manpower with clean and proper dress, standard housekeeping management with proper cost control, energy conservation, proper waste disposal, drainage, sanitation, firefighting equipment's and over all upkeep of the entire Kiosk premises and maintenance of all fixture and fittings of the said Kiosk. However, it has been agreed by and between the parties that Operator/Service Provider install capital items as may be required before starting the Kiosk at its own cost and would be given trial run at the said tea Kiosk.

11. Operator/Service Provider shall obtain all the requisite licenses (Trade licence, FSSAI licence), permits, registrations (including its renewal from time to time) from the appropriate Statutory Authorities for carrying out Kiosk management services and submit to AYCL on or before execution of this indenture. Any default in this regard will breach the terms and conditions of the agreement. However, Operator/Service Provider shall indemnify AYCL up to the actual extent in case any fine/penalty is imposed by any statutory authority in dis-honoring the statutory compliances in this regard.

12. The interested Operator/Service Provider has to bear the necessary maintenance cost of the entire Kiosk and compound during the continuance of the said Leave and License Agreement. However, in case of any major breakdown of the Kiosk/compound is caused on account of any natural calamity, the expenses will be proportionately shared with the Company after mutual discussion.

13. During the subsistence of the Leave and License Agreement, the interested Operator/Service Provider 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 Kiosk. In addition, the interested Operator/Service Provider will obtain all licenses, permits and registrations as applicable for operating the said Kiosk as a Yule Tea Kiosk on behalf of Andrew Yule & Company Limited.

14. Operator/Service Provider should appoint trained Managers and staffs in the Kiosk in stages as per the requirement of the Kiosk. The said employees of Operator/Service Provider must have an experience of operating and/or managing the Kiosk in a proper manner. The salary / daily wages of the said deployed employees is the exclusive responsibility of Operator/Service Provider. AYCL shall not be held responsible for any reason what so ever of the said employees.

15. The staff and personnel's appointed by the Operator/Service Provider shall have 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/Service Provider, 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.

16. The above employees shall be on the payroll of Operator/Service Provider and engagement of any out sourced persons will be subject to prior consent from AYCL authority. Operator/Service Provider shall maintain record of jobs carried out by it. It shall maintain such records like details list of the employees along with the addresses, copy of their photo identity card, log book, stock register, wage register,

attendance register and all other statutory records and shall produce it on demand from the authorized persons of AYCL

17. Operator/Service Provider shall ensure maintenance of discipline among its employees and its employees shall not indulge in any unlawful activity in or around the entire vicinity of the said Eco Park.

18. The Operator/Service Provider 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.

19. The Operator/Service Provider will replace any employee found to be unfit in any manner immediately or on receipt of advice from the Company.

20. It is understood and agreed that the Operator/Service Provider will provide decent uniforms, badges/ID cards with photos and safety equipment and shoes to their employees.

21. The Operator/Service Provider 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.

22. It is Operator/Service Provider's responsibility to have them periodically checked medically so as to ensure that medically fit staff only is deployed for the work.

23. All statutory requirements like ESI, PF, etc. as may be applicable, shall be complied by the Operator/Service Provider in respect of persons engaged.

24. Operator/Service Provider shall not appoint any agent to part with and/or to carry out its obligations as stated hereinbefore under this agreement. This is an exclusive agreement by and between the parties as the contract is not assignable and/or transferable under any circumstances.

25. Operator/Service Provider shall not use and/or utilize in or around the Kiosk premises for any other activity and/or purpose except for which it has been provided.

26. Upkeep and Cleanliness of the Kiosk, Vicinity & Surroundings: The Operator/Service Provider 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, fans etc.), breakdowns, emergency relief and help on urgency basis. Operator/Service Provider to ensure that his Supervisors are sufficiently trained and equipped with mobile phones.

27. 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 AYCL management/representative and the Operator/Service Provider. Inventory list of Items supplied by AYCL to be maintained and be reconciled on quarterly basis.

28. The licensee has to ensure all the compliances including security compliances, food safety license etc. within the gestation period itself. Claim for additional gestation period or rebate on account of any non-compliance by the licensee within the gestation period shall not be entertained by AYCL at any stage.

29. The Operator/Service Provider 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/Service Provider 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.

TERMS & CONDITIONS

1. Operator/Service Provider shall only sell exclusively “Yule” branded packet teas of AYCL from the Kiosk and will not sell any other teas. Teas from Andrew Yule will have to be taken on cash & carry basis.

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

3. A license agreement will be entered into with an eligible Operator/Service Provider for a period of 11 months (hereinafter referred to as ‘Contract period’) on Leave & License basis, consisting of **11 consecutive months**’ subject to continued satisfactory performance. Contract may be renewed for a maximum period of **4 more times/ occasions**, subject to continued satisfactory performance and acceptance of all terms & conditions.

4. The designated Kiosk shall be used only for the purpose stated in the contract with necessary amenities stated in the scope of work.

5. EMD: EMD of the H1 bidder shall be forfeited if the successful H1 bidder fails to deposit the First Month Rent and Security Deposit along with all Taxes & duties as applicable, within 10 days of intimation of acceptance of H1 Monthly Rental Fee by MSTC/AYCL.

6. Security Deposit: The Operator/Service Provider will have to pay Security Deposit to the extent of Two Months Rental Fee along with the advance Rent of the 1st month plus all taxes and duties as applicable (through E-payment link available under bidders login in MSTC Portal), within 10 days of intimation of accepted H1 Monthly Rental Fee by MSTC/AYCL, before signing of an agreement to this extent and before handing over the Kiosk. The Security Deposit will continue till the end of 11th month/renewed term/termination of Contract, whichever is earlier. The Company shall refund the Security Deposit and EMD after adjusting any dues / incidental expenses / repair expenses for damages etc. as may be applicable at the time of such refund.

7. The details of payable monthly rent will be as follows:

i. Rent for the 1st Month – H1 bidder shall pay the First Month Rent plus Taxes and duties as applicable, along with the Security Deposit, as mentioned above through E-payment link available under bidders login in MSTC Portal.

ii. Rent for 2nd Month onwards to be paid by the Operator/Service Provider before the beginning of every month directly to Andrew Yule & Co. Ltd.

8. On satisfactory completion / performance contract may be extended/renewed for a further period of 11 months with an increase of monthly rent by 10% or at the rate as decided by AYCL from time to time. Contract may be renewed for a maximum **period of 4 more times / occasions**, subject to continued satisfactory performance and acceptance of all terms & conditions.

9. The successful tenderer shall be liable to pay all Govt. Taxes including GST [presently @ 18%] applicable at the rates declared by Govt. of India/State Govt./Union territory from time to time.

10. The party shall also pay **Electricity Charges** plus applicable taxes etc. on actual consumption basis during the license period. The party shall make the electricity bills payment at the concerned Electricity Board office within the due date specified in the bills.

11. The gestation period of fifteen (15) days or actual commencement of commercial operation, whichever is earlier, will be permitted. For cases of all the contracts that have been extended or the contract is bagged by the same party and the subsequent award letter is for extension of the contract, as far as the period is concerned, no

gestation period will be granted. The gestation period will be counted from the date of issuance of letter of intent / award to the successful bidder.

12. On contract period expiry, the Operator/Service Provider 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 Kiosk during renovation will be with the Company and in this regard the Operator/Service Provider will not be allowed to take out any infrastructural items / amenities.

13. 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/Service Provider and the Operator/Service Provider alone will be solely responsible for the terms and conditions of their services, safety, health, statutory requirement, etc. The Operator/Service Provider will indemnify the AYCL Management to the above extent.

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

15. All personnel/employees/workmen employed by the agency shall be, preferably, in the age group of 18 – 45 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.

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

17. The employees/workmen employed by the Operator/Service Provider shall always be under the direct and exclusive control and supervision of the Operator/Service Provider and the Operator/Service Provider may transfer its employees / workmen and in accordance with their needs, in consultation with AYCL.

18. It is understood and agreed that the Operator/Service Provider will be held responsible for any disciplinary matters arising out of the work or conduct of their employees and the Operator/Service Provider 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.

19. The Operator/Service Provider 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/Service Provider in fulfilment of the contractual obligations stated herein.

20. The AYCL Management / 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 AYCL management will also have all rights to make recoveries from the Operator/Service Provider, if any fine / penalty / demand imposed by any statutory agency due to the Operator/Service Provider's non-compliance with statutory obligations.

21. It is clearly understood and agreed upon that neither the Operator/Service Provider nor his contract employees shall have any claim on employment with Andrew Yule & Co. Ltd. at any point of time and this arrangement is purely between the Operator/Service Provider and Andrew Yule & Co. Ltd. for specific services for the period specified.

22. The Operator/Service Provider 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 decided upon between the Operator/Service Provider and AYCL from time to time.

23. 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/Service Provider, the entire security deposit shall be forfeited. Any other costs and or damages incurred by AYCL to maintain the services contracted to the Operator/Service Provider, on account of such short notice will be deducted from the Security Deposit, or shall be paid by the Operator/Service Provider on demand if such dues fall short of such deposit.

24. 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/Service Provider, either the whole of the contract or any part which the Operator/Service Provider has failed to perform in the opinion of the AYCL. Security deposit will be forfeited in this case.

25. 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/Service Provider. Security deposit will be forfeited in this case.

26. 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/Service Provider's employees / untidy uniform Rs. 100 /day/Person

iii. The penalty for unsatisfactory and substandard service or lapse of service: Rs.500/- per complaint.

27. In the event of appeal, the decision of the Company shall be final and binding upon the Operator/Service Provider.

28. AYCL does not take any guarantee of the specific value of selling hot tea including Yule branded package teas of AYCL at any point of time.

29. SUGGESTIONS AND COMPLAINTS: The Operator/Service Provider shall keep a suggestion/ complaints BOX on performance of services, by the customers 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/Service Provider shall attend to all the complaints and address as early as possible to the satisfaction of the Company. The Operator/Service Provider will provide customer feedback forms and collect it to tabulate the observations/feedback and address them in a time bound manner.

30. MISBEHAVIOUR OF EMPLOYEES: The employees of the Operator/Service Provider shall maintain strict discipline and not use any violent, absence or offensive languages while inside the Kiosk or near the vicinity of the Kiosk. Smoking and consuming alcohol inside the Kiosk is strictly prohibited. In the case of misbehaviour, the Company has the right to terminate the contract. It will be mandatory for the Operator/Service Provider to brief their personnel in advance and apprise them of the conduct, expected for them, while working.

31. Any personnel deployed by the Operator/Service Provider, 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/Service Provider to terminate the services of any of the Operator/Service Provider's employees immediately on grounds of noncompliance of duties or if found guilty of misconduct. AYCL 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.

32. BREAKAGE: All damages/breakage to the equipment/inventory in the charge of the Operator/Service Provider, if caused due to negligence of the Operator/Service Provider's employee, the cost or repair/replacement of the equipment will be borne by the Operator/Service Provider.

33. REPLACEMENT: Replacement of articles (viz. linens, cups, plates, crockery, cutlery, consumables items/inventory etc.), which have been lost will be done by the Operator/Service Provider.

34. SAFETY, SECURITY AND INSURANCE

i. The Operator/Service Provider shall follow all security rules of the ECO Park and instructions received from time to time regarding issue of identity cards, all material movements.

ii. During the operation of the agreement, the Operator/Service Provider 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/Service Provider.

iii. The Operator/Service Provider should take Insurance policy for the assets and lives in relation to the facility.

iv. The Operator/Service Provider will not allow or permit his employees to participate in any trade union activities or agitation in the premises. All personnel/employees/workmen employed by the agency shall be, preferably, in the age group of 18–45 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 at the Eco Park.

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

vi. The employees/workmen employed by the Operator/Service Provider shall always be under the direct and exclusive control and supervision of the Operator/Service Provider and the Operator/Service Provider may transfer its employees/workmen and in accordance with their needs, in consultation with AYCL

vii. The successful bidder will make the Yule Tea Kiosk operational within 15 days from the date of Agreement.

35. Statutory Regulations and Obligations: Operator/Service Provider 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, Employee's Compensation Act, Service Tax, Professional Tax and all other relevant local & statutory regulations during the period of the agreement and arrange to cover its deployed personnel with appropriate insurance and ESIC etc. as applicable.

Operator/Service Provider shall be solely responsible for its failure to fulfill these statutory obligations and AYCL is under no obligation to comply with the above referred obligations and Operator/Service Provider shall indemnify AYCL against all such liabilities, which may arise or likely to arise out of Operator/Service Provider failure to fulfill such statutory obligations. Operator/Service Provider has to 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 under this contract shall be maintained meticulously and should be provided to AYCL on demand for inspection at any time. Employment of child labour is strictly prohibited in the said Kiosk.

36. Arbitration: 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.

BIDDER'S PROFILE

(This document should be dully filled up and attached along with desired documents)

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.

Name of the firm in full :

Contact Person Name :

Address, Telephone No. :

Fax No. & E-mail :

Address :

Fax No. if any :

E-mail ID :

Status of the organization :

Trade Licence No. :

(Please attach a photo copy of the licence):

Banker's name

Name of the Bank :

Name of the Branch :

Account No. :

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

GST Registration No. :

(Please attach photocopy GST Registration Certificate/Acknowledgement of GST Enrolment Form)

I. T. Permanent Account No:

Experience in such work :

(Please attach copy of Experience)

FSSAI Licence No :

(Please attach a photo copy of the licence):

List of others documents to be enclosed:

i	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.
ii	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.
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 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.		

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

Place :

(Signature of the Applicant)

Date :

Office Stamp

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 obligor) 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:

That the indemnifier is the permanent resident of the above mentioned address and intends to operate the Yule Tea Kiosk.

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.

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/Service Provider/obligor/indemnifier and the Operator/Service Provider/obligor/indemnifier alone will be solely responsible for the terms and conditions of their services, safety, health, statutory requirement, etc.

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: