

ANDREW YULE & COMPANY LIMITED

(A Government of India Enterprise)

YULE HOUSE

8, Dr. Rajendra Prasad Sarani

Kolkata-700001.

NOTICE INVITING TENDER

TENDER Ref. No: AYCL/ASSET/TENDER/Togami- B & L

Date: 02/06/2025

ANDREW YULE & CO. LTD. (A Govt. of India Enterprise) invites TENDER for letting out Office building and vacant land adjacent to the building situated at M. G. Road, Thakurpukur, Kolkata-700104) on leave & license basis. The space will be provided on “As is where is” basis to the intended bidder:

Sl. No.	Address & details of Space available	Total Available Space (Sq. ft.)
1	Togami Unit , Mahatma Gandhi Road, Thakurpukur, PO- Joka, Kolkata-700104. Both Building + Land	10656.81 (Approx.) Building- 3148.28 (Approx) Land- 7508.59 (Approx.)

<https://www.google.com/maps/place/22%C2%B027'32.3%22N+88%C2%B019'06.5%22E>

Schedule of TENDER

1.	TENDER Ref No.	AYCL/ASSET/TENDER/Togami- B & L
2.	Date of publication of TENDER through publication AYCL web portal	02.06.2025
3.	Date of availability of TENDER to the Bidders for downloading	02.06.2025
4.	Last date of submission of TENDER with desired documents	25.06.2025 at 18:00 hr.
5.	Pre-bid meeting	13.06.2025 at 16:00 hr.

Interested parties may submit their TENDER on MSTC Portal before 25.06.2025 (at 18:00 hr.) along with the requisite documents. Prospective bidders can download the TENDER document from our website: www.andrewyule.com. Corrigenda or clarifications, if any, shall be posted on our website –**www.andrewyule.com & MSTC portal** only.

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AYCL reserves the right to accept or reject any or all BIDs at any point of time without assigning any reason thereof.

General Guidelines

- 1) Proposals are invited from reputed companies, firms, banks etc. and interested parties intending to acquire the space on Leave & License agreement basis from AYCL at the location mentioned in 1st page of this TENDER, are requested to go through the **TENDER** document and furnish their proposal accordingly. The tentative layout of the space is attached with the tender document.
- 2) **Purpose of the Tender:** AYCL is intending for letting out the space as per details given in page no. 1.
- 3) **Application fees:** Non Refundable fee of Rs. 2,500/- + GST (18%) in favor of “ANDREW YULE AND CO. LTD” through NEFT/ RTGS payable at KOLKATA. ACCOUNT NUMBER 0101050013341, Punjab National Bank, N. S. Road Branch, Kolkata – 700001, IFSC CODE: PUNB0010120).
- 4) **Pre-Bid meeting:** A Pre Bid Meeting will be held on 13.06.2025 at 04:00 p.m. at Yule House, 8, Dr. Rajendra Prasad Sarani, Kolkata 700001. The bidders are requested to send their queries for the pre-bid meeting to amit.dutta@andrewyule.com latest by 11.06.2025 (03:30 p.m.). Queries received through any other means shall not be acceptable. Link: <https://meet.google.com/dut-nrqc-irc>
- 5) **MSTC e-tender stages:** The tender shall be carried out on MSTC portal. Hence, intended bidders are requested to get themselves registered in MSTC.
Stage I - Online submission of Techno Commercial bid with all enclosures with proof of application fee and EMD payment, Bidders are required to include the Transaction IDs/Reference Number clearly of online payments towards Tender Fee and EMD.
Stage II – Online submission of Financial bid- in INR indicating maximum monthly license fees + applicable GST. The Techno Commercially qualified bidders shall be allowed to participate in Stage II (e-Auction).
- 6) **Details:**
 - I. Interested party may visit the location during all office working days i.e. Monday to Friday between 10:00a.m to 5:00p.m from 03.06.2025 to 24.06.2025 on prior intimation. The contact details of the concerned officials for site visit are given below.

Sl. No.	Name of the Property	Contact Details
1	Togami Unit , Mahatma Gandhi Road, Thakurpukur, PO- Joka, Kolkata- 700104.	Mr. Souvik Guha Manager (Business Development & Coordination) Telephone: 033-2242 8210

- II. **The offer shall remain valid for a period of 90 days from the last date of opening of tenders.**
- III. Earnest money amounting to **Rs. 92,000 /- (Rupees Ninety Two Thousand only)** to be paid online in favor of “ANDREW YULE AND CO. LTD (AYCL)” through NEFT/ RTGS payable at KOLKATA. ACCOUNT NUMBER 0101050013341, Punjab National Bank, N.S. Road Branch, Kolkata – 700001, IFSC CODE: PUNB0010120 (with compulsory mention of UTR No, Date of Transaction and Bank account No. in the technical bid documents as proof of EMD).
- IV. Any bid not accompanied by an acceptable Earnest Money, shall be rejected by the Authority as non-responsive.
- V. The EMD of unsuccessful bidders shall be returned within one month of finalization of tender, or within three months of opening of financial bids, whichever is earlier. No interest shall be payable on EMD. EMD shall be forfeited in case emerges successful on the basis of incorrect information or does not enter into agreement within

- stipulated time, after finalization of tender.
- VI. The Earnest Money of the selected Bidder will be discharged when the bidder has signed the Agreement and furnished the required Security Deposit (SD).
 - VII. Mere submission of TENDER does not qualify any party for allotment of premises. Selection of suitable parties shall be based on the evaluation of responses received in TENDER.
 - VIII. The interested parties should make their own independent inquiries and satisfy themselves.
 - IX. The agreement shall be for a period of 11 months which will be treated as one term on leave & license basis. However, same agreement shall be renewed for 03 terms with a provision of extension for another 6 terms (Total 11 months X 10 terms, maximum) subject to the mutual consent of both the parties. After every 11 months (1 term) a fresh agreement will be executed. However, any change in status of AYCL or any direction to AYCL or concerned ministry, Govt. of India or any specific direction to the industry thereof with regard to business segment or property shall be applicable & binding upon the selected bidder.
 - X. On the basis of TENDER submitted by the bidders, offer with highest license fee shall be declared as the successful bidder. AYCL reserves the right to go for forward auction bidding as per their discretion.
 - XI. The bidder shall quote the maximum license fee plus applicable taxes (presently applicable tax @ 18% GST) and the same shall be a guiding factor in decision making. The payment of license fees shall only be paid by electronic mode and no separate receipt shall be issued for each payment, but an annual statement shall be given, if required.
 - XII. The monthly license fees shall be payable in advance and the first such payment shall be made on or before the date of execution of the Leave and License agreement. The next advance license fees shall be payable before execution of next leave & license agreement.
 - XIII. The licensee shall be required to deposit the Security Deposit (SD) in the form of DD/ BG of Rs. 9,18,500/- (Rupees Nine Lakh Eighteen Thousand and Five Hundred only) within 15 days from date of issue of letter of acceptance which shall be returned after completion of the agreement (provided, all the monthly fees have been paid off as per schedule) without any interest after deducting pending dues & services, damages to the property, if any. The Security Deposit shall remain valid and enforceable for the entire duration of the contract period. In case the contract is extended, the Licensee shall ensure the validity of the Security Deposit is correspondingly extended.
 - XIV. AYCL reserves the right to accept or reject any or all the offers without assigning any reasons thereof. No contractual obligation whatsoever shall arise from the TENDER process unless and until a formal leave & license agreement is executed between AYCL and the successful bidder.
 - XV. The License fees shall be revised upwards @ 10% after lapse of leave & license agreement (11 months) each time and the Licensee shall be required to pay such revised license fees as above.
 - XVI. The Licensee shall also be liable to pay the GST, as applicable from time to time on the license fees payable, which shall be over and above the license fees fixed.
 - XVII. The successful bidder shall be required to execute the leave & license agreement on standard format of AYCL within 30 days from date of issue of letter of acceptance by AYCL.

- XVIII. The successful bidder shall be required to pay all charges such as electricity & water charges etc. on consumption basis along with the leave & license fee. A sub-meter shall be installed if required.
- XIX. Security and housekeeping for the rented premises shall be carried out by the successful Party.
- XX. The legal and statutory licenses and approvals, if any, to be obtained by the party. The selected agency has to do all documentations and expense for incurring such license / approvals.
- XXI. Interested parties should submit their proposals in a sealed envelope which should include the followings:
- ❖ Credentials of the proposer
 - ❖ Certificate of Incorporation (if applicable)
 - ❖ Copy of a valid PAN / TAN /GST NO & other statutory document.
 - ❖ Board resolution/ Power of Attorney (POA) approving participation and authorization for representing in the process along with their BID document.
- XXII. Preference shall be given to the proposal which will provide highest License fees to AYCL.
- XXIII. **Responsibility for executing Contract:**
1. The bidder is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions which will be specified in the leave & license agreement.
 2. The bidder shall not sublet, transfer, or, assign the contract to any part thereof without the written permission of AYCL. In the event of the bidder contravening this condition, the agreement will be cancelled and the bidder shall be liable for any loss or damage, in consequence or arising out of such cancellation.
- XXIV. The leave & License agreement will be final and extra clauses may be added in the agreement after mutual discussion.
- XXV. Applications that are incomplete in any respect including submission of certified copies of documents as asked for or those that are not consistent with the requirements as specified in this document or those that do not adhere to formats, wherever specified may be considered non-responsive and may be liable for rejection and no further correspondences will be entertained with such bidders. AYCL reserves the right to call for any clarifications/ Additional papers/documents required for scrutiny from anyone of the Bidder.
- XXVI. The selected party may carry out minor, non-structural modifications to the interior of the property, like painting, installing partitions, changing flooring, or adding fixtures, but must always obtain prior written consent from the AYCL before making any significant alterations; any modifications should be done without damaging the property's structural integrity and must be restored to their original condition upon termination of leave & license agreement. For any kind of structural modifications the party has to convey their willingness to do so, must always obtain prior written consent from the AYCL before making any significant alterations and must be restored the same to their original condition upon expiry of leave & license agreement.
- XXVII. The licensee must pay the license fee within 5th day of every calendar month.
- XXVIII. Roof right of the said building will be kept with the AYCL only.
- XXIX. AYCL reserves the right to cancel this tender at any point of time without assigning any reason what so ever.
- XXX. The said property should be used for legitimate commercial purposes only.

7) Disclaimer:

I. The purpose of this document is to provide the Parties, with information to assist the formulation of their TENDER. Each Party should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this document and where necessary obtain independent advice from appropriate sources. AYCL, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the document.

II. AYCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this TENDER.

III. The issue of this TENDER does not imply that the AYCL is bound to select a Party. No contractual obligation whatsoever shall arise from the TENDER process unless and until a formal contract is signed and executed between AYCL and the concerned applicant (s).

IV. AYCL reserve the right not to proceed with the TENDER or invite afresh with or without amendments at any stage without assigning any reasons thereof, or to change the process or procedure to be applied.

8) Severability:

If any provision of this Tender is held to be invalid, illegal or unenforceable, in that case the remaining provisions of this Tender shall remain in full force and effect. Further, the Parties shall endeavor to replace such provision with a valid, legally enforceable provision that reflects the original intent of the Parties.

9) Termination:

AYCL may at any time terminate the Contract in whole or in part for its convenience by serving atleast 3 months prior written notice on the Selected Bidder any time during the currency of the Contract. Notice shall also indicate inter-alia, the extent to which the selected bidder performance under the contract is terminated and the date with effect from which such termination become effective.

AYCL may at any time terminate the contract if there will be any breach of the agreement by serving one month of prior written notice.

AYCL may at any time terminate the contract without serving any prior notice if found the successful bidder had furnished any incorrect documents/ information. In such cases the Security Deposit (SD) paid by the successful party are liable to be forfeited.

10) Governing Law and Jurisdiction:

This AGREEMENT shall be governed by and construed in accordance with the laws of India. Courts at Kolkata, India shall have exclusive jurisdiction in respect of matters arising out of or in relation to this AGREEMENT.

ANNEXURE-1

DETAILS OF THE INTERESTED PARTY (BIDDER)

No	Description	Details (as applicable)
1	Name of the Applicant.	
2	Address	
3	Contact Details	
	a) Name of Contact Person	
	b) Tel. No. with STD Code	
	c) Mobile No.	
	d) E-mail Id	
4	PAN No./TAN No./CIN No./ GST Regn. No./ Shops & Establishment Regn. No. (Enclose copy of each document)	
5	Type of Bidder A) Indian Govt. Company/Public Sector Undertaking	
	B) Central/State Govt.	
	C) Central/State Govt. Dept.	
	D) Other Depts./Organization	
	E) Private	
6.	Company Registration Details	
7.	Activities of the Bidder	
8.	POA/Authorization Letter (to be submitted)	
9.	Any other information or remarks which the bidder thinks are appropriate to disclose as per the transparency norms may be mentioned here.	
10.	Details for EMD Refund a) Account No. b) Name of account holder c) Name of Bank IFSC Code	

Date:
Place:

Signature of authorized of person
Full Name & Designation:
Company's Seal

Annexure -2

Undertaking

(To be executed on a non-judicial stamp paper of Rs. 50/ - duly attested by notary public)

We understand that:

- a. All payments would be made through digital mode only in connection with the Leave & License.
- b. I/We confirm having fully inspected the property and photocopies of available documents.
- c. I/ We hereby confirm that, all the terms and conditions specified in this offer and / or the standard format of leave & license agreement to be executed are acceptable to me/us and will form part of the leave & license agreement.
- d. I/We have read and understood the terms & of conditions of the Tender and I/We unequivocally accept the same.

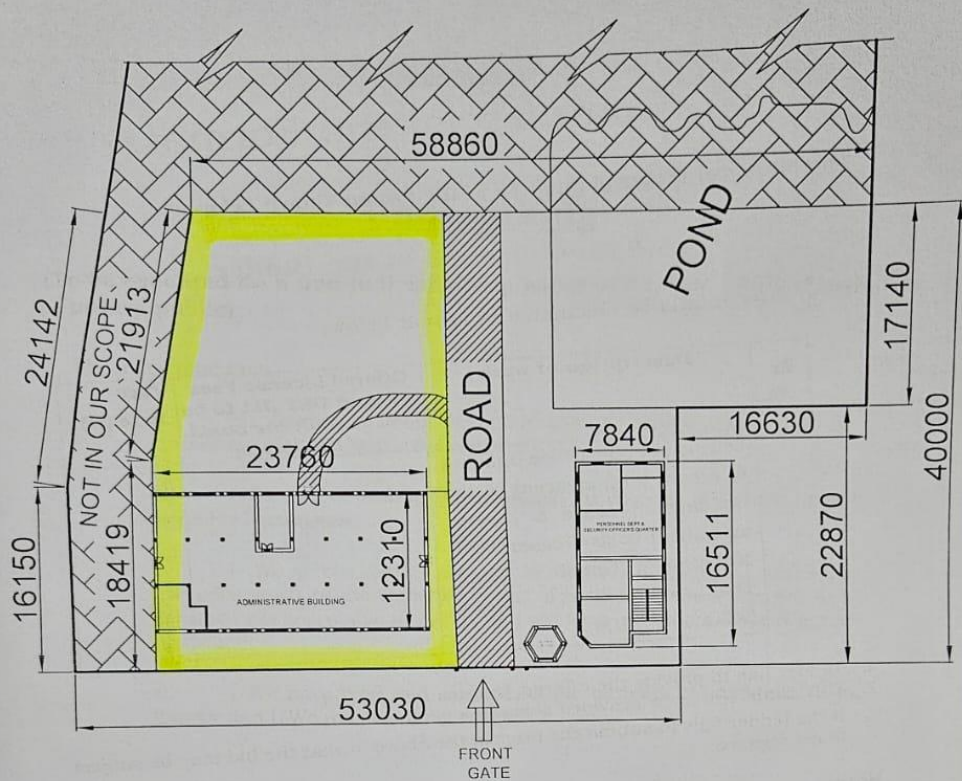
Place:

Date:



Signature of authorized person

Full Name & Designation:

Company's Seal



TOTAL LAND WITH POND : 2085.23 SQ. MTR.
 POND AREA : 472.49 SQ. MTR.
 ADMINISTRATIVE BUILDING : 292.48 SQ. MTR. : HEIGHT - 4.31 MTR.
 PERSONNEL DEPT. & SECURITY OFFICER'S
 QUARTER : 125.43 SQ. MTR. : HEIGHT - 6.93 MTR.
 SECURITY BOOTH : 8.47 SQ. MTR.
 RIGHT SIDE LAND AND BUILDING AREA WITH OUT CONCRETE
 ROAD : 344.95 SQ. MTR.(APPROX.)
 LEFT SIDE LAND AND BUILDING AREA WITH OUT CONCRETE
 ROAD AND BITUMINOUS ROAD : 990.05 SQ. MTR.(APPROX.)

		DATE		NAME		TYPE :-				
DESIGNED				TU		TITLE :- TOGAMI UNIT LAND & BUILDING LAY OUT				
DRAWN				GDG						
CHECKED										
APPROVED										
REV.	DESCRIPTION		DATE		APPROVED		DRAWING NO.		SCALE	
							AY / T - FLO - 05 - A4		1M : 1MM	
										
		ANDREW YULE & CO., LTD.						ELECTRICAL DIVISION TOGAMI UNIT		



ANDREW YULE & CO., LTD.