

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

**Notice Inviting Tender**

Andrew Yule & Co(A Govt. of India Enterprise) invites tender for appointing a vendor to run the Tea Kiosk at ECO Park in New Town to sell Hot Teas, Savories and Packet Tea produced by Andrew Yule & Co Ltd. Tender is in two-part systems (Part I: Techno-Commercial Bid and Part II: Price Bid):

Name of Facility with its location	Non Refundable Earnest Money	Period of Contract	Minimum Reserved License Fee
Operating Tea Kiosk at ECO Park in New Town, Kolkata	Rs.1916.00 /- (Rupees One thousand Nine Hundred and Sixteen only). In favor of Andrew Yule & Co.Ltd by DD/Cheque Payable at Kolkata	25.06.2019 - 24.05.2020	<b>Rs.13530 /- plus applicable GST&amp; other related costs &amp; electricity charges, Manning &amp; upkeep of the kiosk.</b>

Tender document may be downloaded from [www.andrewyule.com](http://www.andrewyule.com). Corrigenda or clarifications, if any, shall be posted on the above-mentioned websites only. AYCL reserves the right to accept or reject any tender.

### Schedule of Tender

1.	<b>TENDER NO.</b>	<b>TED/AYCL/TEAKIOSK/2019-20</b>
2.	<b>Date of publication of NIT through publication AYCL websites</b>	<b>11/06/2019</b>
3.	<b>Date of availability of NIT to the Vendors for downloading</b>	<b>12/06/2019</b>
4.	<b>Last date of submission of duly filled Annexure-I with desired documents as mentioned in Annexure-II</b>	<b>26/06/2019</b>
5.	<b>Date of Starting of e-Tender for submission of Online Techno-Commercial Bid and Price Bid at <a href="http://www.mstcecommerce.com/eprochome/aycl">www.mstcecommerce.com/eprochome/aycl</a></b>	<b>To be intimated to the eligible vendor separately by email</b>
6.	<b>Date of closing of Online e-tender for submission of Techno-Commercial Bid &amp; Price Bid at <a href="http://www.mstcecommerce.com/eprochome/aycl">www.mstcecommerce.com/eprochome/aycl</a></b>	<b>To be intimated to the eligible vendor separately by email</b>
7.	<b>Date &amp; time of opening of Part-I (Techno-Commercial Bid)</b>	<b>To be intimated to the eligible vendor separately by email as well as through Corrigendum in the website.</b>
8.	<b>Date &amp; time of opening of Part-II (Price Bid)</b>	<b>To be intimated to the eligible vendor separately by email as well as through Corrigendum in the website.</b>

Within specified Date, applicants must submit the following documents to General Manager Tea Division, Andrew Yule & Co. Ltd., 8 Dr. Rajendra Prasad Sarani, Kolkata - 700001.

- )] Duly filled General information, under Annexure-I complete in all respect along with desired information.
- )] Security Deposit: The successful Tenderer has to deposit 3 months Reserved fees with GST as Security Deposit with AYCL-Tea Division. Which will be retained by the company till the completion of the contract and will be adjusted against dues, if any.
- )] Acceptance of Terms & Conditions/Scope of Work under Annexure-I, II, III & IV along with desired Information.

In case of failure to submit any documents within the stipulated time, the offer may be rejected.

**Part-II: Online Bid submission: On the basis of submission of EMD and other Documents at Andrew Yule & Co, the list of vendors who will participate in on line Techno commercial and price bid submission will be finalized. Only those qualified bidders will be eligible to submit Online Techno-commercial and price bid.**

**Bidding in e-Tender:**

- a. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by ANDREW YULE & COMPANY LTD. EMD to be paid along with the Document within the last date as mentioned in SOT.
- b. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
- c. The bidder(s) who have submitted the EMD and documents to Andrew Yule will be short listed by Andrew Yule and those qualified bidders can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) e-procurement PSU / Govt depts. Login under AYCL My Menu Auction Floor Manager live event Selection of the live event.
- d. The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after opening of Bid floor..Then they have to fill up Common terms/Commercial specification and save the same..After that clicking on the Techno-Commercial bid, If this application is not run then the bidder will not be able to save/submit this Techno-Commercial bid.
- e. After filling the Techno-Commercial Bid bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "**Save**" to record their Price Bid. Then once both the Techno-Commercial bid & Price Bid has been saved, the bidder can click on the "**Submit**" button to register their bid.
- f. Vendors are instructed to use link in **My Menu to Upload Documents** in document library. Multiple documents can be uploaded Maximum size of single document for upload is 5MB.
- g. Once documents are uploaded in the library, vendors can attach documents through *Attach Document* link against the particular tender. For further assistance please follow instructions of vendor guide.
- h. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- g. During the entire e- tender process, the bidders will remain completely anonymous to one another and also to everybody else.

- h. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- i. Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder (s) can download Technical Comparative statement.
- j. Price bid will be opened electronically on specified date and time given in the NIT. Bidder(s) can download Price Comparative statement.
- k. All entries in the tender should be entered in on line Technical & Commercial Formats without any ambiguity.
- l. All electronic bids submitted during the e-tender process shall be legally binding on the bidder .Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter **SUPPLIER**.
- m. It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
- n. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- o. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- p. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor / tender document.

E-tender cannot be accessed after the due date and time mentioned in NIT.

All notices/corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by ANDREW YULE & COMPANY LTD / MSTCLTD. Hence the bidders are required to ensure that their corporate e-mail id. provided is valid and updated at the stage of registration of vendor with MSTC. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.

No deviation to the technical and commercial terms & conditions are allowed.

ANDREWYULE&COMPANYLTD has the right to cancel this e-Tender without assigning any reason thereof.

The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website [www.mstcecommerce.com/eprochome/aycl](http://www.mstcecommerce.com/eprochome/aycl) of MSTC Ltd.

The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

The bid will be evaluated based on the filled-in technical & commercial formats.

**ANDREW YULE & COMPANY LIMITED**  
**Tea Division**

**Annexure - I**

**General Information**

**(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.

1. Name of the firm in full :

2. Address, Telephone No.,  
Fax No.& E-mail :  
a) Address :

b) Telephone No. :

c) Fax No. if any :

d) E-mail ID :

3. Status of the organization:

4. Trade Licence No.  
**(Please attach a photo  
copy of the licence):**

5. Banker's name  
(a) Name of the Bank:

(b) Name of the Branch :

(c) Account No. :

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

6. GST Registration No. :  
**(Please attach photocopy GST Registration Certificate/Acknowledgement of GST  
Enrolment Form**

7. I. T. Permanent Account No:

8. Experience in such work :

9. FSSAI Licence No :

**NOTE: FSSAI has to be arranged by the Vendor within One month of the contract, in case the vendor does not have any.**

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.

(Signature of the Applicant)  
Office Stamp/Seal.

Place :

Date ;

List of Enclosures:

**Annexure - II**

**ANDREW YULE & COMPANY LIMITED**  
**Tea Division**  
**Technical Specifications/Guidelines**  
**Ref. Tender No.: TED/AYCL/TEA Kiosk/2019-20**

**ELIGIBILITY CRITERIA**

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

- ) Parties having minimum of 2 (two) years' experience in operating Tea vending in city / city mall / railway stations/terminus, ferry / ships terminals, Airports, bus terminus in mall cum parking lots of railway stations or bus terminus 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**

- ) The proprietor of more than one company or firm will be considered as single party and one legal entity.
- ) Any party either a firm or an individual falling under the following categories is not eligible.
- ) De-barred/black listed by WBHIDCO or Undertakings/ Departments like; Railway, Defence, or any other Department of Govt. of India, State Govt. Deptt. A declaration to this effect is also to be submitted by the party with e-tender documents.
- ) 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 also not be eligible for thee-tender.
- ) 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.



**ANDREW YULE & COMPANY LIMITED**  
**Tea Division**  
**Terms and Conditions**  
**Ref. Tender No.: TED/AYCL/TEA KIOSK/2019-20**

1. Offers below MRLF will not be considered forward.
  2. The quoted license fee against MRLF shall be subject to annual compound escalation @ 10% or at the rate as decided by AYCL from time to time.
  3. 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.
  4. The party shall also pay Electricity Charges plus applicable taxes etc. on actual consumption basis during the license period.
  5. The gestation period of thirty (30) 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 ipso facto 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.
  6. 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.
  7. The successful tenderer shall be required to submit "Clearance", as per procedure available from WBHIDCO for operating the Tea Kiosk.
  8. The prospective bidders are requested to go through the tender conditions and may visit the 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.
  9. 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.
  10. The successful tenderer has to ensure that the Police verification / antecedents verification of their employees as per guidelines of WBHIDCO. Charges applicable for issue of Entry Passes of their employees shall be borne by the licensee.
  11. Participants are required to submit the documents to General Manager-Tea Andrew Yule Company Ltd, 8, Dr. Rajendra Prasad Sarani, Kolkata-700001 study.
- 10. The period of license shall be 11 months from 25.06.2019 to 24.05.2020**

**ANDREW YULE & COMPANY LIMITED**  
**Tea Division**  
**Scope of Work**  
**Ref. Tender No.: TED/AYCL/TEA/KIOSK/2019-20**

Terms of Agreement which is to be executed before commencement of contract:

1. TENDERER will appoint the Managers and staffs in the Kiosk in stages as per the requirement of the Kiosk. The said employees of TENDERER must have an experience of operating and/or managing the lounge in a proper manner. The salary / daily wages of the said deployed employees is the exclusive responsibility of TENDERER, AYCL shall not be held responsible for any reason what so ever of the said employees. The above employees shall be on the payroll of TENDERER and engagement of any out sourced persons will be subject to prior consent from AYCL authority. TENDERER 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 and further ensures maintenance of discipline among its employees and shall not indulge in any unlawful activity in or around the entire vicinity of the said Eco Park.
2. TENDERER 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 may be applicable. TENDERER 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 TENDERER shall indemnify AYCL against all such liabilities, which may arise or likely to arise out of TENDERER's failure to fulfill such statutory obligations. TENDERER 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 lounge.
3. TENDERER shall operate and manage the Tea Kiosk under the brand name of "ANDREW YULE & COMPANY LIMITED and is debarred from displaying their name in or around the Kiosk and/or vicinity of the ECO PARK."
4. Any decision regarding a matter of policy in the operation and management of the said Kiosk shall be taken by AYCL in consultation with TENDERER.
5. TENDERER 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 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.
6. TENDERER shall obtain all the requisite licenses, 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, TENDERER shall indemnify AYCL up to the actual extent in case any fine/penalty is imposed by any statutory authority in dis-honouring the statutory compliances in this regard.

7. 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.
8. TENDERER 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.
9. TENDERER 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 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 TENDERER shall install capital items as may be required before starting the Kiosk management activities at its own cost and would be given trial run at the said tea Kiosk. The annexure-IV shall form a part of this agreement and the tenderer should sign all pages as acceptance.
10. TENDERER shall ensure compliance of all laws relating to cleanliness, safety sanitation, hygiene and health care and other laws in force from time to time with regard to the environment around the Kiosk. Necessary fire fighting arrangement shall be provided by the TENDERER in terms of Government's safety regulation for ensuring security of the customers. Discussion and/or evaluation of performance of TENDERER in all respects will take place with AYCL fortnightly.
11. TENDERER shall only sell exclusively Yule branded packet teas of AYCL from the Kiosk and will not to sell any other packet teas. Teas from Andrew Yule will have to be taken on cash & carry basis.
12. AYCL reserves the right to appoint officers/officials to inspect the quality of vending tea other items to be prepared and sold in the Kiosk. Any defect(s) pointed out by such officers/officials during their inspection shall be properly attended to by TENDERER.
13. TENDERER shall take utmost care to ensure while carrying out the operation and management of KIOSK, no fittings, fixtures, furnishings, equipments provided by AYCL are damaged. Any damages done/to be done to the same or any other property shall have to be repaired / replaced by the TENDERER, failing which the same will be done by AYCL at the TENDERER's risk and cost. In this regard, the decision of the designated officer of AYCL shall be final and binding on TENDERER.
14. TENDERER 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.
15. TENDERER 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 for.
16. If it is found that the conduct/ behavior or efficiency of any person employed by TENDERER is unsatisfactory, TENDERER shall make necessary arrangement to replace him/her within 48 hours of intimation by AYCL. The decision of AYCL's designated officer in this regard shall be final and binding on TENDERER.

17. The employees as employed by TENDERER in whatever manner / condition shall be directly under the supervision, control and employment of TENDERER and they shall have no connection what-so-ever with AYCL. AYCL shall have no obligation to control or supervise such employees or to take any action against them except as permissible under the law. Such employees shall also not have and/or make any claim against AYCL for employment or regularization of their services through TENDERER, in any manner whatsoever.
18. AYCL reserves the right to impose a penalty on TENDERER for any serious lapse in maintaining the quality and the services willfully or otherwise by TENDERER or its staff of for any adulteration of consumable items and/or breach of any terms and conditions of this agreement.

