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

ANDREW YULE & CO. LTD. (AYCL) wishes to appoint a Party/Contractor for setting up and operating **HOMESTAY FACILITIES** at Mim Tea Estate on plots given on leave and license basis by the Company, in **"Build, Own, Operate and Transfer" (BOOT) basis** in the vicinity of one existing project for Homestay in Mim Tea Estate, situated in the hills of Darjeeling, West Bengal. The nearest town is Sukhiapokhri which is just 4 kms from the tea garden. The homestay facilities will be located inside the Tea Estate near the Mim Tea Factory amidst mesmerizing beauty of the hills and awesome view of Kanchenjunga.

Expression of Interest (EOI) is sought from intended parties for abovementioned project for which document may be downloaded from <u>www.andrewyule.com</u>.

Corrigenda or clarifications, if any, shall be posted on the above mentioned website only.

1.	Ref. No.	TEA/Home-
		Stay/2021-22/02
2.	Date of publication of EOI through publication on AYCL web portal	29.12.2021
3.	Date of availability of EOI document for downloading	29.12.2021
4.	Parties willing to visit the site may do so at their own expenses after	
	contacting the Garden Manager (Mob: 94350 03967; 98833 51602;	
	84738 16137) between 3 rd to 11 th Jan, 2022	
4.	The Party has to take print-out of the entire document and submit	
	with required Annexures duly filled-in. Every page of the entire	
	document including Annexures be signed and stamped by	
	authorized signatory of the Party as a token that the Party has read	
	the full document and submitted response considering all facts and	
	figures mentioned in this EOI document and Annexures.	
	Last date of submission to General Manager, Tea Division, Andrew	17.01.2022
	Yule & Co. Ltd., 8 Dr. Rajendra Prasad Sarani, Kolkata – 700 001	

Schedule of EOI

List of Annexures

•	Scope of Work and Service of the Party -	Annexure – I
•	Tentative investment, tariff and revenue sharing etc	Annexure – II
•	General Information about the Party (to be filled-in by the Party)-	Annexure – III

• Expression of Interest Form (to be filled-in by the Party) - Annexure – IV

ANDREW YULE & COMPANY LIMITED Tea Division Scope of Work and Service

A. <u>Scope of Work</u>:

1. The Selected Party has to develop and operate cottages on four plots within Mim Tea Estate as detailed below in BOOT Model (*Build, Own, Operate and Transfer*). As per the area available inside the tea garden in the following sections; we recommend to build up cottages as mentioned below with appropriate facilities:

Location	Area Available	No of cottages of size 250 Sq.ft. each that can be accommodated	
Sec no-1B	2800 Sq. ft.	Maximum-3 nos-double storeyed-Double unit cottages comprising of total 12 cottages with the following features in each cottages- one living room- 12'x10', one verandah of 12'X5' & one attached toilet cum bathroom of 5'X7'. A separate common kitchen cum dinning space of 150 sq.ft. can be also accommodated in this area for all the 12 cottages.	
Sec no- 2	Sec no- 2 550 Sq. ft. Maximum-2 nos-single storeyed -Double unit cottage comprising of total 2 cottages with the following fea in each cottages- one living room- 12'x10', one vera of 12'x 5' & one attached toilet cum bathroom of 5' The basement can be converted to a common kitch for both the cottages.		
Section no-4B	ection no-4B 350 Sq. ft. Maximum-1 nos- single storeyed- Single unit cottage comprising of total 1 (One) cottage with the follow features - one living room- 12'x10', one verandah o & one attached toilet cum bathroom of 5'x7'. The basement can be converted to a common kitchen o the cottage.		
Section no-4A350 Sq. ft.comprising of total 1 (One) cottage with the follo features - one living room- 12'x10', one veranda & one attached toilet cum bathroom of 5'X7'. The basement can be converted to a common kitched		Maximum- 1 nos- single storeyed- Single unit cottage comprising of total 1 (One) cottage with the following features - one living room- 12'x10', one verandah of 12'x5 & one attached toilet cum bathroom of 5'X7'. The basement can be converted to a common kitchen etc for the cottage.	
Total Area	4050 Sq. ft.	Hence in the vacant area of total 4050 sqft in the above multiple locations, total of 16 nos cottages can be accommodated as mentioned above	

Cottages to be built subject to thorough soil test to asses SBC, Shear Strength, Stability of slopes and a detailed contour survey as per latest National Building Code 2016.

- 2. A 'Leave and License Agreement' (hereinafter referred to as LLA) for a period of one (01) year will be entered with an eligible party on payment of INR 3,03,750.00 and equivalent amount of Security Deposit. The LLA will be renewed annually uptill 15th year (hereinafter referred to as Contract period) with 5% increase in Annual License Fee and on payment of these in advance at the beginning of every one-year Leave and License period.
- 3. Besides above, a separate Revenue Sharing Agreement (70% for the Party and 30% for AYCL based on package tariff per head of tourists) will also be entered between AYCL and the party based on actual tourist head counts per year upto the 15th year of operation. The Cottages should be made with appropriate facilities to earn revenue of at least INR 1,500.00 per head per night i.e. INR 3,000.00 per Cottage per night with double occupancy during the first year. Tariff may be varied for different months of the year as per business norms to achieve the aforesaid average tariff on annual basis. Tariff may be increased in subsequent years depending on demand and facilities provided. AYCL has to be continually updated by the Party on tariff and footfall on weekly basis. AYCL reserves the right to impress upon the Party to modify / amend the tariff, if the prevalent one is thought to be not conducive of getting good revenue / footfall. In such case the matter is to be settled amicably between AYCL and the Party.
- 4. At the close of 15th year, the party has to hand over the possession of the entire facilities to AYCL and leave as required under the BOOT model.
- 5. The interested party will operate the built cottages with proper structure, furniture, fixtures, amenities and manpower suitable for modern and cozy home-stay.
- 6. The plots will be handed over to the party after signing of LLA for the first year.
- 7. After handing over the plots, the party shall invest towards development of cottages and other infrastructure. Cottages must have good Architectural look with good quality fixtures, fittings, furniture, paintings, show pieces etc., as may be required to complete the facility at his own cost.
- 8. After 15th year expiry, the party will be allowed to take out all externally fixed fixtures, fittings, furniture, paintings, show pieces etc. put up by him after expiry of the contract period. However, the cottages in intact form be handed over to AYCL and the party will not be allowed to take out any infrastructural items / amenities.
- 9. The interested party has to bear the necessary maintenance cost of the entire cottages and compound during the continuance of the said LLA.
- 10. During the entire operation of LLA, the interested party 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 home stay. In addition, the

interested Party will obtain all licenses, permits and registrations as applicable for operating the said cottages as a home stay for the tourists.

B. SCOPE OF SERVICES TO BE PROVIDED BY THE PARTY:

- 1. Allotting (accommodation) rooms to the guests coming for Home Stay (with prior intimation to Tea Garden Management); manning the reception /office, maintenance of allotment register, billing, running kitchen for food service, round the clock room service during home stay occupancy, laundry service, perfect upkeep of rooms by good housekeeping and any other related services required for such home stay facility be successful. Maintenance and cleaning on daily basis of all the rooms (with toilet cum bath), pantry, dining hall, glass window pane, venetian blinds and all fixtures/furniture at the cottages shall be the duty of Party. A status report on day to day basis will be maintained by the supervisor as a permanent record and may be sent to the Tea Garden Manager daily.
- 2. Bedroom linen and Bathroom towels shall be changed on regular basis. In case of higher requirement (during high occupancy) fresh linen, towel etc. should be provided as per requirement. A floor register for this purpose shall be maintained by the Party and will be scrutinized by Garden officials from time to time. Requests of guests should be accommodated, such as for more towels, and logged in the floor register.
- 3. Floors of the rooms and corridor/wings will be cleaned daily with ISI mark detergent/phenyl (harmless WHO certified chemicals) and will be kept clean at all times. Carpets wherever available, shall be cleaned daily by vacuum cleaner and dry cleaning will be done on quarterly basis or earlier, as per requirement. Cleaning of sofa set, covers, curtains will also be done on monthly/quarterly basis. The Party at his own expense shall arrange all consumable and cleaning materials for cleaning and dry cleaning. Mosquito repellent, anti-mosquito spray/fumigation, rodent and pest control, fly/ultrasonic repugnant, etc., shall be done as per the schedule Bathroom/toilet shall be cleaned thoroughly and mopped up every day with ISI marked phenyl/floor cleaner. Air filters of Split/Window type air conditioner will be thoroughly cleaned (every month). Deodorant/Colin/Room Spray shall be used for better results. Liquid Soap Dispenser/ Bath Soap, tissue rolls, toilet paper, bathroom freshener (odonil or equivalent), naphthalene balls, room freshener, toilet cleaner, duster brooms and the cleaning/sanitary materials etc. will be provided by the Party at no extra cost.
- 4. The party should be responsible for quality cleaning of bed and bath linens as per industry norms. The party should also provide laundry services to the guest(s) on payment basis at fixed rates. Reception Desk should attend to the guests' requirements.
- 5. Toiletry items of reputed brand(s) to be supplied by the party daily in sachets (shampoo, oil, soap) etc. Daily supply can be on the basis of usage of room i.e. one sachet per person per day. A liquid hand wash of a reputed brand should be replenished the rooms regularly.

- 6. The party 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. Party to ensure that his Supervisors are sufficiently trained and equipped with mobile phones.
- 7. The Party has to provide the necessary contract man-power (housekeeping, supervisors and receptionist) as required for the home-stay.
- 8. The Party shall commit to making the employees undergo a refresher course at least every 6 months in order to ensure that the quality of service consistently remains high.
- 9. The Party should keep an adequate inventory of (good quality) toothbrush, toothpaste, razor, shaving cream, combs, sewing kits, ear buds, facial tissues (small packs) which may be provided to guests.
- 10. The Party 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 Party, 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.
- 11. It is normally understood and agreed between AYCL and the Party that Tea Garden Manager 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 Party and the Party alone will be solely responsible for the terms and conditions of their services, safety, health, statutory requirement, etc. The Party will indemnify the Garden Manager to the above extent.
- 12. The Party shall depute supervisors (with prior consent of Tea Garden Manager), who shall be available on site to supervise the contract employees regarding delivery of the specified service.
- 13. It is understood and agreed that the Party will be held responsible for any disciplinary matters arising out of the work or conduct of their employees and the Party 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.
- 14. The Party will immediately replace any employee found to be unfit in any manner immediately or on receipt of advice from Tea Garden Manager.

- 15. The Party 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.
- 16. The Party 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 Party in fulfillment of the contractual obligations stated herein.
- 17. It is understood and agreed that the Party will provide decent uniforms, badges/ID cards with photos and safety equipment and shoes to their employees.
- 18. It is Party's responsibility to have them periodically checked medically so as to ensure that medically fit staff only is deployed for the work.
- 19. All statutory requirements like ESI, PF, etc. as may be applicable, shall be complied by the Party in respect of persons engaged.
- 20. The Tea Garden Manager /his authorized representative will have the right to inspect/call for books/registers, documents in relation to all matters referred to, in this EOI or agreed later on. The Garden management will also have all rights to make recoveries from the Party, if any fine / penalty / demand imposed by any statutory agency due to the Party's non-compliance with statutory obligations.
- 21. It is clearly understood and agreed upon that neither the Party nor his contract employees shall have any claim on employment with Garden at any point of time and this arrangement is purely between the Party and the Garden for specific services for the period specified.
- 22. The Party shall follow all rules as may be existing or may be framed from time to time at the Garden on all aspects covering this tender. Material movement, entry/exit of personnel, identity card, safety, etc. shall be according to procedures existing in the Garden as amended from time to time.
- 23. The Contract could be terminated by either side by giving one (01) months' notice in writing in the first 10 years of LLA in which case the Party will be allowed to takeout items built by them along with furniture, fixtures etc. without any damage to the land plots. However, for any such termination of the contract after 10th year, permanent structures like Cottages shall be left behind by the Party and he would be allowed to take out only furniture, fixtures etc. In any such case, the Advance License Fee will not be refunded and the Security Deposit will be forfeited by AYCL.
- 24. Any cost / damages incurred by the Garden, on account of such foreclosure of LLA, shall be paid by the Party on demand by AYCL.

- 25. In case of insolvency and / or breach of contract anytime in first 10 years, the Tea Garden Manager may, at any time, by notice in writing, summarily terminate the contract without compensation to the Party. Security deposit will be forfeited in this case and the Party will be served notice by AYCL to takeout all their built items along with all their furniture, fixtures etc. and return the land plots in good condition within one (01) month of such notice.
- 26. The Party shall agree to following nominal penalty clauses as may be imposed by AYCL for proper and smooth running of the facility:
 - (a) Non-compliance of environment friendly waste disposal methods. INR 1000 per instance
 - (b) Not wearing of uniforms by Party's employees / untidy uniform INR 50 /day/Person.
 - (c) The penalty for unsatisfactory and substandard service or lapse of service: INR 100 per complaint

In the event of appeal, the decision of Garden Manager shall be final and binding upon the Party.

- 27. SUGGESTIONS AND COMPLAINTS: The Party shall keep a suggestion/ complaints BOX on performance of services, by the guest and produce to Garden 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 Party shall attend to all the complaints and address as early as possible to the satisfaction of the Garden. The Party will provide guest feedback forms in each room and collect it to tabulate the observations/feedback and address them in a time bound manner.
- 28. MISBEHAVIOUR OF EMPLOYEES: The employees of the Party shall maintain strict discipline and not use any violent, obscene or offensive languages while inside the premises. Smoking and consuming alcohol by the staff inside the premises is strictly prohibited. In the case of misbehavior, Garden Manager has the right to terminate the contract. It will be mandatory for the Party to brief their personnel in advance and apprise them of the conduct, expected for them, while working.
- 29. Any personnel deployed by the Party, refuses work or creates indiscipline would have to be immediately replaced with the consent of the Garden Manager. Garden Manager reserves the right, to ask the Party to terminate the services of any of the Party's employees immediately on grounds of noncompliance of duties or if found guilty of misconduct. Garden Management will in no way be held responsible or liable for any loss, caused by negligence or any other harmful action on the part of the employee of the Agency.
- 30. Safety, Security and Insurance
 - The Party shall follow all security rules of the Garden and instructions received from time to time regarding issue of identity cards, all material movements.

- During the operation of the agreement, the Party 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 Party.
- The Party should take Insurance policy for the assets and lives in relation to the facility.
- Guest back ground be checked by the Party for KYC compliance with relevant laws and codes of the land.
- 31. The Party will not allow or permit his employees to participate in any trade union activities or agitation in the premises.
- 32. 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.
- 33. The Party shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
- 34. The employees/workmen employed by the Party shall always be under the direct and exclusive control and supervision of the Party and the Party may transfer its employees / workmen and in accordance with their needs, in consultation with Garden Manager.

C. <u>Timeline for developing and commercial operation of the facility</u>

- 1. The facility should be completed within three (03) months from the signing of first year LLA. If AYCL feels that the Party is unduly going slow, AYCL will issue notice to the Party to expedite and if required, would give a further extension of time of three (03) months maximum. Even if after that the project is not completed, AYCL may at its discretion terminate the contract without any further notice and forfeit the Advance License Fee and Security Deposit. In the latter event the party shall have to takeout all their materials and hand over the land plots to AYCL in good condition.
- 2. Commercial operation of tourist cottages with kitchen and other facilities should start within one (01) month completion of the facility.
- 3. Tentative investment, tariff and revenue sharing etc. along with return to the investor from operation of the facility are indicated in Annexure II.

Tentative investment, tariff and revenue sharing etc. along with return to the investor for one (01) year of operation

SI	Description	Value	Remarks
1.0	License Fee to be paid by Party		
1.1	Fees / sq ft / year (INR)	75	
1.2	Area (sq ft)	4,050	
1.3	Total Upfront License Fees to be paid by the Party (INR)	3,03,750	SI 1.1 x SI 1.2
2.0	Tentative Party Investment for Buidling Cottages (INR)	80,00,000	
3.0	Finance Cost @ 10% flat rate PA (INR)	8,00,000	SI 2 X 10%
4.0	Depreciation Cost @ 6.67% flat rate PA (INR) considering	5,33,600	SI 2 X 6.67%
	recovery of Investment in 15 years (6.67% X 15 = 100%)	_	
5.0	Staff / Operation Cost (tentative)		
5.1	Monthly Staff Cost (per head) (INR)	10,000	
5.2	No of Staffs	10	
5.3	Year Staff Cost	12,00,000	SI 5.1 X SI 5.2
5.4	Monthly Maintenance Cost per cottage (INR)	500	
5.5	No of Cottages	16	
5.6	Yearly Maintenance Cost (INR)	96,000	SI 5.4 X SI 5.5
5.7	Yearly Staff / Operation Cost (INR)	12,96,000	SI 4.3 + SI 4.6
6.0	Total yearly costs and Depriciation (INR)	29,33,350	SI 1.3 + SI 3 + SI 4 + SI 5.7
7.0	Tentative earning from tourists		
	Full occupany days in a year	190	
7.2	No of Cottage Units for occupancy	16	
7.3	Per day rate per double occupancy per cottage (INR)	3,000	
7.4	Revenue generated (INR)	91,20,000	SI 7.1 X SI 7.2 X SI 7.3
8.0	Revenue sharing		
	Partys percentage	70%	
	AYCL's percentage	30%	
	Party's revenue share (INR)	63,84,000	SI 7.4 X SI 8.1
	AYCL's revenue share (INR)	27,36,000	SI 7.4 X SI 8.2
0.0	Deuts de construire d'a		SI 8.3 - SI 6
9.0	Party's yearly profit	34,50,650	0 16 - 5.0 16

ANDREW YULE & COMPANY LIMITED

Tea Division

General Information

(This document should be dully filled-in and be submitted by intending Party along with desired documents)

1.	Name of the firm in full	:
2.	Address, Telephone No., Fax No. & E-mail a) Address	:
	b) Telephone No	:
	c) Fax No	:
	d) E-mail ID	:
3.	a) Ownership Status of the organizationb) Branch locations	:
4.	Trade License (Please attach a photo copy of	: [:] the license)
5.	Financial Capacity of the Party (INR in Lacs) to participate in the project	:
6.	GST Registration No. (if applicable)	:

^{10.} Experience in similar projects / business in last 10 years (Please describe within 100 words)

12. Qualification and experience of Key Personnel in the organization (if desired, separate sheet may be attached) :

<u>Name</u> <u>Qualification</u>

<u>Experience</u>

I/we hereby certify that the particulars furnished by me/us above are true to the best of my / our knowledge and belief.

(Signature of the Applicant/ Authorized Signatory) Office Stamp/Seal.

Place :

Date :

List of Enclosures:

Annexure IV

ANDREW YULE & COMPANY LIMITED Tea Division Expression of Interest Form (To be filled-up and submitted by the Intending Party)

Refer Annexure I for Scope of Work and Service

A. <u>Scope of Work</u>:

Clause No	AYCL's Comment / estimation	$\Delta area (\Delta) /$	If Disagree, your remarks
Clause NO	-	Agree (A) /	
	(tentative)	Disagree (D)	/ your proposed figures
A (1)	Estimated Investment is INR 80 Lacs		
A (2)	Entering the LLA by paying advance and Security Deposit for first year and with increased rent for subsequent years till 15 th year.		
A (3)	Revenue Sharing Arrangement, proposed tariff etc.		
A (4)	Transfer of possession to AYCL under BOOT model after 15 years		
A (5)	Please refer the clause		
A (6)	Please refer the clause		
A (7)	Please refer the clause		
A (8)	Please refer the clause		
A (9)	Please refer the clause		
A (10)	Please refer the clause		

Ref	er Annexure II for Scope of Work and Service
В.	Scope of Services to be provided by the Party:

B. <u>Scope of Services to be provided by the Party:</u> Clause No Description Agree (A) / If Disagree, your remarks					
Description		If Disagree, your remarks / your proposed figures			
Please refer the clause					
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Clause No	Description	Agree (A) / Disagree (D)	If Disagree, your remarks / your proposed figures
B (23)	Please refer the clause		
B (24)	Please refer the clause		
B (25)	Please refer the clause		
B (26)	Please refer the clause		
B (27)	Please refer the clause		
B (28)	Please refer the clause		
B (29)	Please refer the clause		
B (30)	Please refer the clause		
B (31)	Please refer the clause		
B (32)	Please refer the clause		
B (33)	Please refer the clause		
B (34)	Please refer the clause		

C. Timeline for developing and commercial operation of the facility

Clause No	Description	Agree (A) / Disagree (D)	If Disagree, your remarks / your proposed figures
C (1)	Please refer the clause		
C (2)	Please refer the clause		
C (3)	Please refer the clause		