

IV. General Terms & Conditions:

The special Terms and Conditions (if any) will be case specific and following general conditions will be applicable to the agencies empanelled/engaged. However, a formal agreement will be executed with the successful bidder for selling the packet tea/ bulk tea in the designated locations as stated above.

1. Earnest Money Deposit (EMD):

A refundable non- interest bearing EMD of Rs.2.00 lakhs to be furnished while submitting the expression of interest failing which the bid will not be considered.

2. Security Deposit (SD):

The successful Party / Parties shall submit a refundable **security Deposit of Rs. 10.00 Lacs**per State in favour of the Company (Andrew Yule & Co. Ltd.) at the time of signing of the **Agreement**. The security deposit will be non-interest bearing and subject to forfeiture in full or in part as decided by the Company against any failure to comply with the terms & conditions of the said formal agreement between the parties in this regard. The Security Deposit will be retained by the Company (Andrew Yule & Co Ltd) till the completion / termination of the Contract / agreement. Should the firms desire to obtain Dealer /Stockist / CNF for multiple States the Security deposit will be multiplied.

3. Scope of Work :

Stocking, Distribution and Marketing of various tea products in form of Packet as well as Bulk tea in the territory authorised on behalf of Andrew Yule & Co. Ltd

4. Taxes, Payment Terms etc.:

Parties shall pay all relevant Taxes to appropriate Govt. agencies and the Company shall not be responsible for any failure to do so. The selected parties shall agree to work on Cash & Carry method or on revolving LC at site on the value of the material lifted from the Company. **The parties shall agree to a minimum offtake of 5 M.T.of Tea per month and 60 M.T. per annum. LC opening charges will be borne by the dealer.**

5. Unauthorised Blending:

Any unauthorised Blending, selling or packaging of AYCL Teas at Dealer/ Stockist / CNF end are strictly prohibited.

6. Liability:

The Company (AYCL) shall not be responsible for any payment against manpower, Distribution and any promotional activities for marketing the Product

7. Confidentiality:

Information provided under this Notice and subsequent Tenders for Engagements is confidential and neither Party shall at any time either during the association or at any time thereafter divulge either directly or indirectly to any person and or entity in any manner (except if such information is asked for vide a written order issued by a Court of Law or a jurisdictional Govt. Authority), disclose any Information that the Other Party may acquire during the course of such association concerning the Other Party's business, property, contract, trade secrets, employees/office bearers, clients or affairs.

8. Indemnification and Arbitration:

The selected Dealer / Stockist / CNF shall indemnify AYCL (including AYCL's employees/office bearers) for any damage, which may occur due to breach or non-compliance by such agency of any condition of this notice and/or a particular engagement.

In case of any dispute arising between the parties, effort will be first made to settle the dispute by amicable settlement through discussion/negotiation, failing which the dispute may be referred to Arbitration. The Chairman & Managing Director of AYCL will be the sole authority to appoint the Sole Arbitrator and the Arbitration process will be followed according to the Arbitration and Conciliation law then in force in India. Decision of such Arbitrator will primarily be binding on both the parties, however without prejudice to their any other legal right. The venue of the Arbitration will be in Kolkata.

9. Cancellation of Engagement:

AYCL shall cancel the Dealer/ Stockist / CNF of the agency at any time, if it is found that, the party has violated or failed to comply with any condition of this Notice and/or of any subsequent Tender/Engagement Order for engagement or has fallen short of any Minimum Eligibility Criteria as mentioned in this Notice. For similar reasons, AYCL may also declare premature termination of any engagement as well as for applicability of any other termination clause as may be mentioned in a Tender/Engagement Order.

10. Survival and Severability:

In the event of the Cancellation /or Termination of Dealer/Stockist / CNF, as the case may be, of, the Terms and Conditions related to "General terms and conditions" shall survive and continue in effect and shall ensure to the benefit of and be binding upon both the Parties, their successors and assigns. Also, each of the conditions mentioned in this Notice is separate and severable from the others. That is, any provision, which is invalid or unenforceable for any reason, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

11. Force Majeure:

AYCL may decide to incorporate an appropriate clause in this regard in subsequent Tender(s) for Engagement, if so needed.

12. Conflict of interest:

The empanelled Agency, if engaged for any particular assignment, shall strictly avoid conflicts with other assignments/jobs or their own corporate interest and shall disclose to AYCL all actual and potential conflicts that exist, arise or may arise in the course of performing the assignment, after it becomes aware of that conflict.

13. Other Conditions

- This Notice does not constitute any commitment of engagement for any assignment, on the part of the AYCL.
- AYCL shall have the right of sole discretion to allocate Dealer / Stockist / CNF to one or more parties in any State for better market reach, as deemed fit by the Company.
- AYCL shall have the right to reject all or any of the EOs received against this Notice and/or any Offer/Quotation received against any subsequent Tender, without assigning any reason for the same.
- AYCL reserves the right to incorporate any suitable clause, as deemed fit, for Non-Lifting of minimum quantities of Teas as mentioned in this Tender and Non-selling of Teas after lifting which may lead to Market-return Teas being sent back to the Company.