

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

EXPRESSION OF INTEREST

Andrew Yule & Co. Ltd is inviting expression of interest for appointment of Dealers for retail sale of Yule Packet Tea produced by the Tea Division of the Company in strategic locations across Kolkata and major towns in West Bengal, Dealers/distributors would be additionally required to promote and sell packet teas.

Interested bidders intending to offer are requested to go through our Scope of Work and furnish their credentials in the given formats of Tender Document latest by 04.01.2022

Tender document may be downloaded from 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 application.

Within specified Date, interested 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, complete in all respect alongwithSelf declaration.**

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

Notice inviting Expression of Interest for Appointment of Distributors / Dealers for selling Packet Teas in Different States.

I. BACKGROUND:

Andrew Yule & Company Ltd (AYCL), a Govt. of India Enterprise is a Tea manufacturing Company having 15 Gardens in Assam and West Bengal.

Tea Division of the Company produces around 117 lakh KG CTC and Orthodox Tea annually. The Company now wishes to appoint Dealers / Distributors to expand its market coverage to selected states / Areas of India for packet Tea.

Interested applicants, who can comply with the eligibility criteria mentioned hereinafter, may submit their Expression of Interest (EOI) in a sealed envelope, in the manner as detailed hereinafter.

II. Process of Short-listing:

- Only those responding parties, who will meet the minimum eligibility criteria specified hereinafter, will be accepted for consideration.
- The responding parties shall submit their EOI strictly in accordance with the Terms & Conditions of this Notice. Any EOI submitted in a manner and/or with conditions contrary to the notice conditions or not in conformity with the notice conditions, shall summarily be rejected. Any EOI received by AYCL after the deadline for submission of EOI prescribed herein, will not be considered for the empanelment process. The responding agencies shall bear all costs associated the preparation and submission of the EOI and AYCL will in no case be held responsible or liable for these costs.
- AYCL also reserves the sole right for carrying out amendments/modification/changes/extension of due date etc., including any addendum to this Notice, before the Due Date/Extended Due Date. Such amendments/modification/changes including any addendum shall be notified on the AYCL website www.andrewyule.com.

III. Minimum Eligibility Criteria for selecting of Distributors / Dealers:

Minimum Eligibility Criteria (MEC) - A list of MECs and the supportive documents that need to be submitted is furnished below.

The responding agencies in this regard need to fill up and submit all documents as mentioned in the Table below, as well as, all pages of this Notice (as token of acceptance of terms and conditions) duly signed with agency's office seal.

Sl.No.	Minimum Eligibility Criteria (MEC)	Documents to be enclosed
1.	The responding agency must have business in India with appropriate tax and other administrative authorities.	GST Registration Certificate PAN Card Trade License FSSAI License UDYAM Certificate(If applicable)
2.	The responding agency should have a minimum turnover of Rs.10 Lakhs during the period of 2021-22, 2020-21, 2019-20.	Acknowledgement of Income Tax Return.
3.	The responding agency should furnish an undertaking to the effect that the firm has not been black listed in India by any Govt. Organization/Dept./Entity. Also it should keep AYCL informed in writing, in case such situation arises after the agency is included in panel.	Letter of Undertaking to this effect duly signed with office seal.
4	The responding agency should furnish an undertaking to the effect that the firm has not been black listed in India by any Govt. Organization/Dept./Entity. Also it should keep AYCL informed in writing, in case such situation arises after the agency is included in panel. - No legal cases ó (Undertaking). - No Criminal Cases against the Company or against any of its partners.	
5	Experience of working in designated area. - Clean and Hygenic Godown -Relevant self attachment to be enclosed. - Pest Control provision -certificate to be attached	Self declaration to be attached with relevant papers if any.
6	A brief note on the constitution/ownership of the agency as well as available human resources, storage space, and Financial capability / Working capital to undertake the proposed Dealership. - Number of Salesmen- Please specify	
7	All documents submitted with the EOI to be submitted by an authorised official of the responding party.	

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 in the designated locations as stated above.

1. Security Deposit (SD):

The successful Party / Parties shall submit a refundable **security Deposit of Rs.1.00 Lakh** in favour of the Company (Andrew Yule & Co. Ltd.) at the time of signing of the Agreement or submit a Bank Guarantee of equivalent amount. The security deposit will be non-interest bearing. The Security Deposit will be retained by the Company (Andrew Yule & Co Ltd) till the completion / termination of the Contract.

2. 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 i) OnCredit if they agree to the BG terms or ii) Cash & Carry method or iii) PDC or iv) On revolving LC at site on the value of the material lifted from the Company. **The parties shall agree to a minimum offtake of 250Kgs of Tea per month and 3000Kgs per annum. LC opening charges will be borne by the dealer.**

3. Unauthorised Blending:

Any unauthorised Blending, selling or packaging of AYCL Teas are strictly prohibited.

4. Liability:

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

5. Confidentiality:

Information provided under this Notice and subsequent Tenders for Engagement 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.

6. Indemnification and Arbitration:

The selected applicant 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.

7. Cancellation of Engagement:

AYCL shall cancel the Dealership 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 pre-matured termination of any engagement as well as for applicability of any other termination clause as may be mentioned in a Tender/Engagement Order.

8. Survival and Severability:

In the event of the Cancellation /or Termination of Dealership, 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.

9. Force Majeure:

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

10. 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.

11. 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 Dealership for any area to one or more parties for better market reach, as deemed fit by the Company.
- AYCL shall have the right to reject all or any of the EOIs 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. Market-return Teas being sent back to the Company will not be usually entertained unless there is a proof of bad packaging/workmanship at the Company's end, within one month of receipt of Tea by the agency. Decision of the Company in regard to such return will be final.

Self Declaration

Expression of Interest (EOI) for Dealership for _____

We, M/s _____, being interested in submission of subject EOI, hereby Submitting all information and express our interest and consent for subject empanelment:

NB: Responding Agencies should ensure submission of all pages of this Notice duly signed (with office stamp/seal) along with self-attested copies of all supporting documents.

We have understood all the scope and conditions of this EOI and agree to abide ourselves by the same. We also wish to declare, that all information and documents submitted herein/herewith are true and genuine to the best of our knowledge and belief.

Signature :

Name :

Designation :

Date :

Office Seal :