



ANDREW YULE & COMPANY LIMITED (AYCL)  
Yule House, 8 Dr.Rajendra Prasad Sarani  
Kolkata-700001

AYCL INVITES REQUEST FOR QUOTATION (RFQ) IN TWO BID SYSTEM FOR “APPOINTMENT OF STRATEGIC PARTNER FOR BUSINESS DEVELOPMENT OF PACKET TEA BUSINESS OF AYCL (with main focus on Govt. & Institutional Business) THOUGHBUSINESSESOF ANY OTHERTYPESARE NOT BARRED& IMPLEMENTATION ON BEHALF OF AYCL”.

RFQ NO.:-AYCL/HO/RETAIL TEA/RFQ/2023-24/01

Dated: 09.06.2023

General Manager (Retail Tea)  
Andrew Yule & Co. Ltd., Yule House,  
8 Dr. Rajendra Prasad Sarani, Kolkata-700001  
Email Id: chandan.bora@andrewyule.com  
Telephone -033-2242-8210

## **1) NOTICE OF DISCLAIMER**

- a. The information contained in this RFQ or subsequently provided to intending Applicant(s) whether verbally or in documentary form by or on behalf of Andrew Yule & Co. Ltd. (AYCL) or any of its employees or officers (referred to as “AYCL Representative”) is provided on the terms and conditions set out in this RFQ document and all other terms and conditions subject to which such information is provided.
  - b. No part of this RFQ and no part of any subsequent correspondence by AYCL, or AYCL Representatives shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligations. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements.
  - c. The RFQ document has been prepared solely to assist prospective Applicants in making their decision to place their bids against this RFQ. AYCL does not purport this information to be all-inclusive or to contain all the information that a prospective Applicant may need to consider in order to submit a bid. The data and any other information wherever provided in this RFQ is only indicative and neither AYCL, nor AYCL Representatives, will make or will be deemed to have made any current or future representation, promise or warranty, express or implied as to the accuracy, reliability or completeness or the information contained herein or in any document or information, whether written or oral, made available to an Applicant, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this RFQ.
  - d. Neither AYCL nor AYCL Representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this RFQ Document. Interested parties are advised to carry out their own investigations and analysis of any information contained or referred to herein or made available at any stage in the bidding process in relation to this RFQ. Applicants have to undertake their own studies and provide their bids.
  - e. This RFQ Documents is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the proposal in relation to which it is being issued.
  - f. The information and statements made in this RFQ document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.
  - g. The RFQ Document has not been filed, or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. AYCL makes 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 RFQ Document.
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- h. AYCL reserves the right to reject all or any of the Bids submitted in response to this RFQ at any stage without assigning any reasons whatsoever.
  - i. All Applicants are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter.
  - j. AYCL may in its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information.
  - k. Unsuccessful Applicants will have no claim whatsoever against neither AYCL nor its employees, officers.
  - l. AYCL reserves the right to modify, suspend, change or supplements this RFQ at any stage. Any change to the RFQ will be notified on AYCL website by way of corrigendum.
  - m. Mere submission of a Bid does not ensure selection of the Applicant as Successful Applicant or bidder.
  - n. Andrew Yule & Company Limited, a Schedule B CPSE under Ministry of Heavy Industries, Govt. of India having its Head Office at Yule House, 8 Dr. Rajendra Prasad Sarani, Kolkata-700001,.
  - o. AYCL invites quotes through this RFQ on two bid system (technical and financial both) from interested and eligible firms.
  - p. The Interested and eligible bidder shall submit quotes only as per terms & conditions mentioned in this RFQ documents available on AYCL website <https://www.andrewyule.com>
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## 2) **Important Dates & Time**

Particulars	Date & Time
Date of Publishing / uploading of RFQ documents on AYCL's Website	09.06.2023
Pre-bid meeting date& link(virtual)	20.06.2023-3.00PM Link: <a href="https://meet.google.com/xpa-ggfa-rui">https://meet.google.com/xpa-ggfa-rui</a>
Last date & time for submission of Technical & Financial documents / offers	30.06.2023-5.00 PM
Technical Offer opening date & time	03.07.2023-11.30 AM
Financial Offer opening date & time	Will be intimated to the technically qualified bidders later through email.

## 3) **Information to the Bidder(s)**

- a) AYCL will hold a pre bid meeting, through video conferencing with the prospective bidders at the given time and date (as given in the schedule) to discuss the requirement and purpose of the RFQ.
- i. The queries can be addressed to General Manager (Retail Tea), AYCL via e-mail to [chandan.bora@andrewyule.com](mailto:chandan.bora@andrewyule.com) with the subject "APPOINTMENT OF STRATEGIC PARTNER FOR BUSINESS DEVELOPMENT OF PACKET TEA BUSINESS OF AYCL (with main focus on Govt. & Institutional Business) THROUGH BUSINESSES OF ANY OTHER TYPES ARE NOT BARRED & IMPLEMENTATION ON BEHALF OF AYCL".
  - ii. Queries" (e-Mail with any other subject will not be entertained).
  - iii. Only queries received before the pre bid meeting date will be entertained.
  - iv. Maximum of two representatives of each Bidder shall be allowed to participate.
- b) The technical & financial offers received within stipulated time form intending bidders shall be opened as per schedule provided hereinabove in the presence of the participants, if any. No separate intimation of opening of bids shall be sent to intending bidders and bids shall be opened on the schedule date irrespective of the absence of any of the bidders at that time.
- c) AYCL reserves the right to accept or reject any / all bids without assigning any reason whatsoever. Further information regarding extension of date of opening, amendments, etc., if any, shall be posted on AYCL website <https://www.andrewyule.com> only, by way of corrigendum.
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- d) All Applicants are responsible for all costs incurred by them when evaluating and responding to this RFQ and any negotiation costs incurred by the recipient thereafter.
  - e) AYCL reserves the right to modify, suspend, change or supplements this RFQ at any stage of the process. Any change to the RFQ will be notified to all the Applicants to whom the RFQ is issued which will be published through corrigendum in the website of AYCL: [www.andrewyule.com](http://www.andrewyule.com). Hence, the interested bidders are advised to follow the website of AYCL.
  - f) This RFQ Documents is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the Project in relation to which it is being issued.
  - g) Mere submission of Quotes under this RFQ does not ensure selection of the Applicant as Successful Applicant.
  - h) The bids/offers received after the due date and time mentioned hereinabove will not be entertained under any circumstances. The bids/offers should be complete in all respects. Incomplete and unsigned bids or bids not in prescribed format and/or without documents will summarily be rejected without assigning any reason.
  - i) Technical bids shall be opened at scheduled time on the appointed date. After scrutiny of Technical documents/offers in accordance with the terms & conditions of this RFQ. AYCL shall shortlist the eligible participators fulfilling eligibility criteria and inform them accordingly.
  - j) Bids/offers sent by fax & e-mail shall be liable for rejection.
  - k) In case of differences arising in the terms and conditions of the RFQ documents with the firm(s), the decision of AYCL shall final and binding upon all.
  - l) Bids which are late/vague/conditional/incomplete/not confirming to the laid down procedure in any respect will be rejected.
  - m) One authorised representative of the bidder may be present while opening the technical as well as financial bids under this RFQ. Financial bids of those bidders who disqualified in technical bids shall not be opened and no request in this regard shall be entertained.
  - n) The Technical Evaluation Committee of AYCL constituted for this purpose shall assess the ability of the applicants to render the requisite services based on the company profile, rating and on such other criteria as it may fix and the Financial Bids of only those firms qualifying the technical evaluation will be considered.
  - o) The applicant should sign on each page of the RFQ documents& submit along with the documents as mentioned in Clause 4.
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- p) The period of engagement of successful bidder will initially be for 3years extendable on mutually agreed terms and conditions, on the discretion of AYCL. Contract shall also be liable for termination with 2 months' notice, at the discretion of AYCL, if any lapse or unsatisfactory performance of the successful bidder is noticed.
- q) AYCL reserves the rights to call any additional information/documents from bidder(s) and same shall be submitted by the bidder to AYCL within given time period.
- r) Tender Fee: The Tenders must be accompanied by a Tender Fee of Rs 2000/- in the form of Demand Draft in favour of Andrew Yule &Company Ltd., payable at KOLKATA. Tender received without tender fees shall not be entertained. Tender fee to be submitted with the technical bid.
- s) EMD: An EMD of Rs 10000/- to be submitted as a Demand Draft in favour of 'Andrew Yule & Co. Ltd.' payable at Kolkata. EMD to be submitted with Technical Bid. No financial bid shall be opened if EMD is not found with the Technical Bid.
- t) Security Deposit: AYCL reserves the right to ask for security deposit from the selected Strategic Partner depending upon the project.

#### **4) Process of submission of Quotes**

- a. The two-bid system (Technical and Financial) shall be followed for this tender. The bid to be submitted in a single sealed envelope super scribing subject "APPOINTMENT OF STRATEGIC PARTNER FOR BUSINESS DEVELOPMENT OF PACKET TEA BUSINESS OF AYCL (with main focus on Govt. & Institutional Business) THOUGH BUSINESSES OF ANY OTHER TYPES ARE NOT BARRED& IMPLEMENTATION ON BEHALF OF AYCL" should be submitted to General Manager (Retail Tea), Tea Division, Yule House, 8 Dr.Rajendra Prasad Sarani, Kolkata-700001. The main envelope should contain two separate envelopes – one super scribing "TECHNICAL BID FORAPPOINTMENT OF STRATEGIC PARTNER FOR BUSINESS DEVELOPMENT OF PACKET TEA BUSINESS OF AYCL (with main focus on Govt. & Institutional Business) THOUGH BUSINESSES OF ANY OTHER TYPES ARE NOT BARRED & IMPLEMENTATION ON BEHALF OF AYCL" and other envelope super scribing "FINANCIAL BID FORAPPOINTMENT OF STRATEGIC PARTNER FOR BUSINESS DEVELOPMENT OF PACKET TEA BUSINESS OF AYCL (with main focus on Govt. & Institutional Business) THOUGH BUSINESSES OF ANY OTHER TYPES ARE NOT BARRED& IMPLEMENTATION ON BEHALF OF AYCL". Technical Bid envelope should contain all documents with Tender Fee and EMD. Financial Bid envelope should contain only Price Bid.
  - b. Bidder who has downloaded the tender from the AYCL website shall not tamper/modify the tender form, including downloaded commercial bid template, in any manner. In case if the same is found to be tampered/modified in any manner, bid will be summarily rejected.
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- c. Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case, however, any corrections, alterations, changes, erasures, amendments and/or additions have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents. The financial bids shall be valid for a minimum of 120 days from the date of opening of financial bid. A bid for a shorter period shall stand rejected.
  - d. The bids (complete in all respects) must be submitted (Technical and Financial Bids) as explained below:
    - i. "Technical Bid": Documents as applicable and mentioned in clause no. 4.h of this RFQ are required to be submitted in the given format, with proper seal and signature of authorised person on each submitted page. Tender fee & EMD should accompany the technical bid. Any technical bid without Tender Fee & EMD shall be rejected.
    - ii. "Financial Bid": Price schedule should be submitted only in the form of BOQ.xls. The prices should be mentioned in figures as well as in words wherever mentioned in the BOQ.xls. The bidder should carefully cross check the prices entered in figures with corresponding figures converted in words. No other documents in Financial Bid will be accepted.
  - e. The bidder is expected to examine all instructions, forms, terms and specifications in this RFQ document. Failure to furnish all information required as per this RFQ document or submission of the bids not substantively responsive to the RFQ document in every respect will be at bidder's risk and may result in rejection of the bid.
  - f. The conditional or contingent bid will summarily be rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.
  - g. The Bid shall be in English language. All correspondence and documents relating to the RFQ exchanged between the bidder and AYCL shall also be in English language. However, any technical document/ literature etc. printed in a language other than English shall be accompanied by its true English translation duly signed for its correctness. Any document submitted with the bid but not in English language shall not be treated as part of the RFQ document. The responsibility for the correctness of the translations if any solely rests on the bidder and purchaser shall not be responsible for any loss/likely loss arising out of error in translation whatsoever. In such cases, for the purpose of interpretation of the bid, the English translation shall prevail.
  - h. Documents to be submitted are specified in Annexure B1.
  - i. Bids that are received without documents for essential requirements will be summarily rejected.
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## **5) Essential Technical Requirements**

- a. The Bidding Firm should fulfil the following technical requirements to apply for appointment.
    - i. May be a Proprietorship / Partnership/ Limited or Private Limited Company/ Society/ Trust.
    - ii. The firm should have been in existence in similar field for at least 2 years as on date of application of this RFQ.
    - iii. Must be registered under Goods and Services Tax.
    - iv. The firm should have a minimum turnover of Rs.1crore above during each of the last two financial years, including current financial year.
    - v. Must not have been penalised or blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.
    - vi. Firm must have or be willing to setup their Head Office / Branch Office in Kolkata
    - vii. Other businesses include Industrial Fan Maintenance & Servicing; Transformer Maintenance & Servicing; Tea Machineries Maintenance & Servicing; DG Set Maintenance & Servicing; Electrical Substation Maintenance & Servicing; Skill Development Project; Air Pollution Control System; Water Pollution Control System; Facility Management Service; Bio-Medical Equipment Maintenance; etc. The interested party has to submit at least one work-order & job completion certificate for any one of the above-mentioned businesses in last 03 years.
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b. Technical Scoring Model

SNO.	CRITERIA	SCORE
1	Legal Structure	20
1.1	Proprietorship	5
1.2	Partnership / Society / Trust	10
1.3	Limited or Private Limited Company/LLP	20
2	Specific Capability / Experience of the Bidder relevant to the assignment (Similar work Executed)	60
2.1	Experience of working with any FMCG retail as strategic partner	10
2.2	Undertaken assignment of opening outlets of any FMCG retail as strategic partner	20
2.2.1	1-2 outlets	5
2.2.2	2-4 outlets	10
2.2.3	5 or more outlets	20
2.3	Established relationship / tie-up / collaboration with suppliers / manufacturers / organisations with any FMCG retail as Strategic Partner	30
2.3.1	<5 suppliers / manufacturers / organisations	5
2.3.2	5-10 suppliers / manufacturers / organisations	15
2.3.3	>10 suppliers / manufacturers / organisations	30
3	Approach and Methodology	20
3.1	Details of Methodology and Approach	20
	The marks for Approach and Methodology will be given by the Committee based on the proposals submitted by the bidders.	

## 7) Evaluation of Bids

### a. Technical Evaluation

- i. Technical evaluation shall be carried out along with other conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and conditions of the tender without any material deviation.
- ii. The evaluation committee may call the responsive bidder(s) who comply with all terms and conditions of the tender for discussion and presentation to facilitate and assess their understanding of the scope of work and its execution. The bidder should give a detailed presentation on how their proposal is best suited for AYCL. However, the committee shall have sole discretion to call for discussion/presentation.

### b. Financial Evaluation

- i. The Financial Bid of those Bidders who have been found to be technically eligible will be opened. The Financial bids of ineligible bidders will not be opened.
- ii. The Financial Bids shall be opened in the presence of representatives of technically eligible Bidders, who may like to be present. AYCL shall inform the date, place and time for opening of the Financial Bid.

### c. Evaluation and Comparison of Bids

- i. 60 % weightage will be awarded for Technical Evaluation and 40 % weightage will be awarded for Financial Evaluation.
- ii. Technical Bid will be assigned a Technical score (Ts) out of a maximum of 100 points, as per the Scoring Model provided in the previous section.
- iii. The commercial scores would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below.

### d. Final Evaluation Criteria - Quality and Cost based selection (QCBS)

- i. The individual Bidder's commercial scores (CS) are normalized as per the formula below:

$$Fn = Fmin/Fb * 100 \text{ (rounded off to 2 decimal places)}$$

Where,

Fn= Normalized commercial score for the Bidder under consideration

Fb= Absolute financial quote for the Bidder under consideration

Fmin= Minimum absolute financial quote

- ii. The formula for Composite Score (S) will be as per the formula below:



$$\text{Composite Score (S)} = T_s * 0.8 + F_n * 0.2$$

- iii. The Bidder with the highest Composite Score(S) would be awarded the contract.

#### 8) Requirement of Services

- a. Primary Services are to be tendered by strategic partner for the overall objective of expanding the Retail Marketing of Tea Business, enhancing profitability, increasing turnover, and improving consumer outreach as well as establishing collaborations for institutional sales.
- b. The services are to be provided on a Pan-India basis.
- c. Specific Business Activities and Initiatives, within the scope of the Primary Services, will have to be conceptualised and proposed for implementation by the Strategic Partner.
- d. All proposed Business Activities and Initiatives will be implemented only after mutual discussion and agreement between AYCL and the Strategic Partner.
- e. Secondary services are to be provided, as may be required, in relation to, and within the scope of any Business Activity or Initiative to be carried out by the Strategic Partner as mentioned in the clause 05 (vii).

#### 9) Scope of services to be provided

- a. Primary services
  - i. Secure institutional purchase orders of packet tea
  - ii. Establish tie-ups with other retail chains
  - iii. Add supplementary revenue streams
  - iv. Develop New Retail Formats
  - v. Setup additional Sales Channels
  - vi. Introduce new products



b. Secondary services

- i. Conducting all kinds of market research including various components such as defining goals, conducting surveys for data collection, carrying out data analysis, and presenting actionable insights.
- ii. Preparing project specific feasibility analyses, financial and operation models, and implementation strategies.
- iii. Framing and drafting of various contracts for supply, contract, license, procurement and other legal arrangements.
- iv. Developing and managing consumer marketing strategies including market communications, advertising, brand building, and product visibility and recognition.
- v. Conducting consumer outreach, social marketing, consumer experience, and community engagement activities.
- vi. Handling media relations to ensure that each project and initiative carried out by AYCL is properly covered by print and electronic media.
- vii. Additional responsibilities are as may be added as required by AYCL.
- viii. Assisting AYCL in any type of business activities mentioned in Clause 5 (vii).

10) Amendment of this RFQ Documents

- a. At any time prior to the last date for submission of quotes, AYCL, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify this RFQ document by an amendment. Such amendment shall be published in the website of AYCL: [www.andrewyule.com](http://www.andrewyule.com) only.
- b. Bidder(s) are advised to follow the AYCL website: [www.andrewyule.com](http://www.andrewyule.com) for any corrigendum/change.
- c. Also, in order to provide prospective bidder(s) reasonable time to take the amendment into account for preparing their quotes, AYCL may, at its discretion, extend the last date for the receipt of quotes and/or make other change(s) in the requirements set out in this RFQ document.

11) Period of Validity of Quotes

- a. Quotes shall be valid for 120 calendar days from the date of opening of the bid. A bid valid for a shorter period shall stand rejected.
  - b. In exceptional circumstances, AYCL may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing.
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12) Signing of Service Contract

- a. The successful bidder will sign the Service Contract with AYCL within 15 days from the date of selection.
- b. After signing, no variation or modification of the Service Contract shall be made, except by way of mutual written amendments signed by both parties.

13) Authorized Signatory

- a. The person signing the RFQ documents should be the duly authorized representative of the bidder. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall signed by the Authorized Representative only.

14) Interpretation of the clauses in the RFQ Document

- a. In case of any ambiguity/ dispute in the interpretation of any of the clauses in this RFQ Document, AYCL's interpretation of the clauses shall be final and binding on all bidders/parties.

15) Non-Disclosure

- a. The Successful bidder will be required to sign Non-Disclosure Agreement. It will be assumed that successful bidder has gone through the Non-Disclosure Agreement (Annexure- C of this RFQ) and have no objections whatsoever in signing the contract.
- b. Violation of NDA shall attract strict action against the violators as the information provided herein by way of this document is for intending bidders only for the purpose of placing the bids.

17) Additional Terms and Conditions:

Following additional terms and conditions shall apply to the evaluation process:

a. Bidder warranties

By submitting a response, bidder represents and warrants to AYCL that, as on the date of submission:

- i. The Bidder has fully disclosed to AYCL in its responses all information which could reasonably be regarded as affecting, in any way, the evaluation of the response;
  - ii. All information contained in the bidder's response is true, accurate and complete and not misleading in any way;
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- iii. No litigation, arbitration or administrative proceeding is presently taking place, pending or to the knowledge of the bidder threatened against or otherwise involving the bidder which could have an adverse effect on its business, assets or financial condition or upon AYCL'S reputation if the response is successful;
  - iv. The bidder will immediately notify AYCL of the occurrence of any event, fact or circumstance which may cause a material adverse effect on the bidder's business, assets or financial condition, AYCL's reputation or render the Bidder unable to perform its obligations under the Service Level Agreement, if any or have a material adverse effect on the evaluation of the responses by AYCL.
  - v. The Bidder has not and will not seek to influence any decisions of AYCL during the evaluation process or engage in any uncompetitive behaviour or other practice which may deny legitimate business opportunities to other Bidders.
  - vi. Intending bidders shall submit a Tender Fee of Rs 2000/- in the form of Demand Draft in favour of Andrew Yule & Company Ltd., payable at KOLKATA.
- b. Confidentiality
- i. Bidder must keep confidential any information received from or about AYCL as a result of or in connection with the submission of the Response.
  - ii. All information contained in the Response, or in subsequent communications shall be deemed confidential and may be used only in connection with the preparation of Bidder's Response.
  - iii. Unless expressly agreed in writing prior to submissions, Responses are not confidential and may be used by AYCL in whole or part. AYCL however, will not disclose the information provided by Bidder in a Response other than to its affiliates or to its professional advisors, unless required otherwise by any provisions of law.
  - iv. All intending bidders are required to sign and submit Non-Disclosure Agreement enclosed as Annexure- C with this RFQ documents.
- c. This RFQ is not an offer to contract, nor should it be construed as such; it is a definition of specific requirements and an invitation to recipients to submit a responsive proposal addressing such requirements. AYCL reserves the right to make no selection and enter into no agreement as a result of this RFQ.
- d. It should be understood that your response to this RFQ constitutes an offer to do business on the terms stated in your response and that, should a contract be awarded to you, AYCL may, at its option, incorporate all or any part of your response to this RFQ in the contract. AYCL reserves the right to accept your offer without further discussions and without any additional opportunity for you to amend, supplement or revise your submitted offer.
- e. Financial documents- AYCL may request additional financial/business information from the Bidder at its discretion.
- f. Selection criteria - The selection criteria, inquiries, questions or information put forth in the Response are meant to be provided on the aforesaid and established through the details
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submitted by the bidder in the Technical Bid. Financial bids of those companies which do not meet the evaluation standard, will not be opened and processed further.

- g. Termination/or suspension of evaluation process
- i. AYCL reserves the right to suspend or terminate the Bidder evaluation process (in whole or in part) at any time in its absolute discretion and without liability to the Bidder or any third party.
  - ii. Bidders will be notified if any suspension or termination occurs but AYCL is not obliged to provide any reasons.
- h. Other rights - AYCL, at any stage of the evaluation process, and without limiting its rights under any other clause of this evaluation process or at law, and without liability to the Bidder or any third party, may:
- i. Require additional information from a Bidder;
    - ii. Change the structure and timing of the evaluation process;
    - iii. Terminate further participation in the evaluation process by a Bidder;
    - iv. Negotiate with more than one Bidder;
    - v. Terminate negotiations being conducted with a Bidder;
    - vi. Vary or extend the timetable and evaluation process
- i. Responsibility for Costs - Bidder is responsible for all costs, expenses or liabilities incurred by them or on their behalf in relation to the evaluation process (including in relation to providing AYCL with the response, the revised response or any additional information).
- j. Non-Reliance by Bidder - Bidder, by submitting a Response, acknowledges that:
- i. It does not rely on any information, representation or warranty, whether oral or in writing or arising from other conduct, other than that specified in this RFQ or otherwise provided by AYCL in writing;
  - ii. It has made its own inquiries as to regarding the risks, contingencies and other circumstances that may have an effect on the Bidder's Response as well as the accuracy, currency or completeness of such information; and
  - iii. Information provided in its Responses are based on historical trends does not constitute a representation that such trends will continue into the future or occur again and nothing contained in its Response can be relied upon as a commitment, guarantee or representation regarding future events or performance.
- k. Right to vary
- i. AYCL reserves the right to vary any aspect of this evaluation process, RFQ without liability to Bidder.
  - ii. Where AYCL varies any aspect of this evaluation process or the agreement, AYCL shall notify the Bidder of that variation.
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l. Incorporation of Responses into agreement

- i. The successful bidder as determined and concluded by AYCL shall sign a Service Level Agreement, and terms and conditions of SLA shall prevail over the terms and conditions mentioned in this RFQ document.
  - ii. AYCL may, at its sole discretion, incorporate any portion of any successful Response of a successful Bidder in to the final Service Level Agreement.
  - iii. AYCL may require a successful Bidder to submit, before negotiation of the Service Level Agreement, details of issues which may affect their ability to act as a Bidder.
- m. Precedence of Documents - If there is any inconsistency between the terms of this RFQ and any of its appendices, schedules or attachments then, unless the contrary is explicitly stated in this RFQ, the terms of the RFQ will prevail to the extent of any inconsistency.
- n. Governing Laws & Dispute Resolution-The RFQ and selection process shall be governed by and construed in accordance with the laws of India.
- o. In the event that a bidder elects not to respond to this RFQ, then the restrictions shall continue to apply to the use or disclosure of the information. Additionally, Bidders must immediately return this document and certify in writing to AYCL, that all copies have been deleted in soft copy and destroyed, for hard copy.

18) Security Deposit & indemnification:

- a. In case of contravention of any of the terms and conditions as stated in the Tender Document /Work Order & in case of any damage or loss caused to AYCL due to breach of terms or conditions of the Tender Document/Work Order, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Tenderer or its staff, employees, representatives, agents, the Tenderer shall compensate for the same. AYCL shall have right to adjust the damage / loss suffered by it / or to charge penalty as decided by AYCL. The Decision of AYCL in this respect shall be final & binding.

19) GENERAL PROVISIONS

- a. Governing Laws: This bidding will be governed and construed in accordance with the laws of the Republic of India without giving effects to the principles of conflicts of laws. Both parties agreed to submit the jurisdiction at Kolkata and further agreed that any cause of action arising under this bidding may be brought in a court at Kolkata.
- b. Compliance with Laws, Notifications etc: Successful bidder confirms that it has entered into this transaction with the full knowledge and understanding of this bidding and subject to all the laws and notifications and rules applicable to this area, including terms and conditions laid down by the Government of India or any State Govt. and the undertakings given by the Kolkata to the Competent Authority of the Government of India in this regard and that the





Buyer has familiarized itself with all the aforesaid and other applicable agreements, arrangements, undertakings, conditions on inspection of the documents with the Kolkata.

- c. Further Assurances: The parties hereto shall cooperate with each other, both during and after the term of this bidding, and to execute, when requested, any other document deemed necessary or appropriate by parties hereto to carry out the purpose of this bidding.
- d. Severability: If any provision of this bidding is held to be invalid or enforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties hereto agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

20) APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION:

- a. This bidding shall be constituting legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at High Court of Kolkata shall have the jurisdiction in all matters arising out of /touching and/or concerning this agreement and parties to this bidding agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.
- b. All or any disputes arising out or touching upon or in relation to the terms of this bidding including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996(as amended up to date) or any statutory amendments/modifications thereof for the time being in force. The venue and seat of the arbitration shall be at Kolkata, India and language of arbitration shall be English.
- c. Nothing contained in this clause shall prevent the AYCL from seeking interim injunctive relief against the bidder in the courts having jurisdiction over the parties.

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END OF RFQ DOCUMENTS



(Covering Letter required to be submitted by all bidders)

(On the letter head of the Firm)

Date. \_\_/\_\_/\_\_

To  
The General Manager (Retail Tea),  
Tea Division. Andrew Yule & Co. Ltd.  
Yule House, 8 Dr. Rajendra Prasad Sarani  
Kolkata-700001

Ref: RFQ No. – \_\_\_\_\_ dated -----

Sub: Notice Inviting RFQ for “APPOINTMENT OF STRATEGIC PARTNER FOR BUSINESS DEVELOPMENT OF PACKET TEA BUSINESS OF AYCL (with focus on Govt. & Institutional Business) THOUGH BUSINESSES OF ANY OTHER TYPES ARE NOT BARRED & IMPLEMENTATION ON BEHALF OF AYCL”.

Sir,

With reference to the above, I am/ We are enclosing our Notice Inviting RFQ for Appointment of Strategic Partner.

I / We hereby reconfirm and declare that I / We have carefully read and understood the above referred RFQ document including instructions, terms & conditions and all the contents stated therein and all subsequent corrigendum published on Institute website.

Thanking you

Yours faithfully,

(Signature of the Authorized Person with stamp)

Name: \_\_\_\_\_  
Mobile No. \_\_\_\_\_



Application Form  
(On the letterhead of the Firm)

Name of the Firm	
Company / Firm Type (Sole Prop/ Partnership/ Company / Society / Trust)	
Head Office Address	
GST number PAN No.	
Name of Authorized person along with designation	
Email Id of Authorized Person	
Mobile Number of Authorized Person	
Aadhaar Card Number of the Authorized Person	
Bank Account Number of the Firm	
Branch and address of Bank	
Bank IFSC Code	

(Signature of the Authorized Person with stamp)



## Checklist of Documents required to be submitted

DOCUMENTS	COMPLIED YES / NO.	PAGE NUMBER OF THE ATTACHED DOCUMENT.
<b>ESSENTIAL REQUIREMENTS</b>		
Covering Letter as per Annexure-A		
Application form as per attached Annexure-B.		
Checklist of documents as per Annexure-B1		
Undertaking on the letterhead of the company / firm as per attached Annexure-B2.		
Self-attested copy of document defining legal structure (partnership deed, certificate of incorporation, society / trust registration deed, etc).		
Certificate from Auditor certifying turnover of Rs.2cror above during each of the last two financial years, including current financial year.		
Self-Attested copy of the PAN number of the Firm		
Self-Attested copy of the GST number of the Firm		
Original board resolution for authorised signatory / representative		
Self-Attested copy of the Aadhaar Card of the Authorized Person.		
EMD payment acknowledgement		
Annexure D duly filled and signed		
Annexure E duly filled and signed		
Copy of this RFQ Document duly stamped and signed by the Authorized Signatory.		
<b>SPECIFIC CAPABILITY / EXPERIENCE</b>		
Proof of experience of working with FMCG retail chain		
Annexure G with information duly filled		
Proposal for meeting the requirements defined in Section 9 (scope of services)		
One Job Completion Certificate & work order in last 03 years in any field of other business activities as mentioned in Clause 5 (vii)		

(Signature of the Authorized Person with stamp)



Undertaking from Firm  
(to be submitted on the letter head)

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

To

The General Manager (Retail Tea),  
Tea Division. Andrew Yule & Co. Ltd.  
Yule House, 8 Dr. Rajendra Prasad Sarani  
Kolkata-700001

Dear Sir,

This has reference to the RFQ reference no. \_\_\_\_\_  
dated .....published in the website of AYCL. In response to the said RFQ, I/ we have  
submitted our bid at your office.

In connection with the above bids, I / we hereby declare and undertake as under: -

- (i) That we are neither related to any member(s) of your Board of Directors, Officers and other employees nor do we have any financial, commercial or other interests with any of the above persons in any capacity whatsoever.
- (ii) That we have read this RFQ documents completely and all terms & conditions given in this RFQ documents are acceptable to me/us.
- (iii) That we have not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.
- (iv) That we have not been involved in any major litigation that may have an impact of affecting or compromising participation in this RFQ.
- (v) That in case of any violations to the above declarations at any stage of the contract, AYCL reserves the sole right to cancel the contract and recover the full value of the contract from us.

For and on behalf of .....

(Authorized Signatory with company seal /Stamp.)

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NON-DISCLOSURE AGREEMENT

(On Rs 100/- stamp Paper)

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at Kolkata by and between:

M/s Andrew Yule & Co. Ltd. (AYCL) (hereinafter called the ‘AYCL’) having its registered office at Yule House, 8 Dr. Rajendra Prasad Sarani, Kolkata-700001, India

AND

M/s .....(hereinafter called the ‘SERVICE PROVIDER’) having its registered office at ..... for .....

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1) Confidential Information and Confidential Materials:

- a) “Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. “Confidential Information” includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored with-in network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.
- b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party’s disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.
- c) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether ma-chine or user readable.



2) Restrictions:

- a) Each party shall treat as confidential the Contract and any and all information (“confidential information”) obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party’s own employees and other persons and then only to those employees and persons who need to know the same) without the other party’s written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement.
- b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
  - i. The statutory auditors of the Customer and
  - ii. Regulatory authorities regulating the affairs of the Customer and inspectors and supervisory bodies thereof.
- c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement.
- d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party’s business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
- e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3) Rights and Remedies

- a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
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- b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
  - i. Suspension of access privileges
  - ii. Change of personnel assigned to the job.
  - iii. Financial liability for actual, consequential or incidental damages
  - iv. Termination of contract.
- d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4) Miscellaneous:

- a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any ex-pressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
  - b) Any documentation provided under this Agreement is provided with RESTRICTED RIGHTS.
  - c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
  - d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
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- e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- f) In case of any dispute, decision of the AYCL will be final.
- g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5) Suggestions and Feedback

Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both parties agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's con-sent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023 at \_\_\_\_\_ (month) (place)

For and on behalf of AYCL  
 Name:  
 Designation:  
 Place:

For and on behalf of SERVICE PROVIDER  
 Name:  
 Designation:  
 Place:



Annexure F (Financial Bid Format)  
(On the letterhead of the Firm)

The Financial bid is submitted below as per the format provided in RFQ.

S.No.	Item	Percentage in figures	Percentage in words
1	Percentage share of the net profit generated from services provided by bidder, payable upon realization of same by AYCL.		

(Signature of the Authorized Person with stamp)

Date:



Details of similar work executed  
(On the letterhead of the Firm)

Details of assignments undertaken for opening outlets

Sno.	Location	Name of FMCG Retail Organisation/ Govt. Institution	Date of opening	Name, Designation and phone number of the officer to whom reference may be made

Details of relationship / tie-up / collaboration with suppliers / manufacturers / organisations  
established

Sno.	Name of suppliers / manufacturers / organisations	Name of FMCG Retail Organisation / Govt. Institution	Date of establishment	Nature of establishment	Name, Designation and phone number of the officer to whom reference may be made

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