

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

OPEN TYPE EXPRESSION OF INTEREST

Andrew Yule & Co. Ltd is inviting EXPRESSION OF INTEREST (EOI) for appointment of **Tea Distributor** interested in export of “Yule Tea” planted, grown, manufactured, packed, traded and marketed by Andrew Yule & Co. Ltd.

This would include export of CTC, Orthodox, Darjeeling, Specialty, Wellness and Flavoured 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.

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.

Interested applicants must submit the following documents to **Dy.General Manager (SCM with Additional Charge of Operations), Tea Division, Andrew Yule & Co. Ltd., 8, Dr. Rajendra Prasad Sarani, Kolkata – 700001, super scribing “Techno-Commercial bid for Tea Distributor**

- Duly filled in General information, complete in all respect along with Self declaration.
- The applicant should give a declaration accepting to be a Distributor of Yule Tea supply of Teas as per the price list.
- Since it is Open Type ‘Request for Proposal’, decisions will be taken as & when EOIs are received.

ANDREW YULE & COMPANY LIMITED
Tea Division

General Information

Ref.E-Tender No.: TEA/EOI/RFP/GTD/2023-24

Ref. Tender No.: TEA/RFP/GTD/2023-24

(This document should be dully filled up and attached along with EMD)

The applicants are required to furnish full information to the queries included in this form. In giving the particulars, the supporting documents/certificates as called for per queries at places, must be tagged with the application for evidencing the information furnished in the application.

1. Name of the firm in full :

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

b) Telephone No. :

c) E-mail ID :

3. Status of the organization :

4. Country of Business :

5. Trade Licence No./ Any other relevant document prevalent in the country of Business: :
(Please attach photocopy of the licence/ Any other doument)

6. Banker's name
(a) Name of the Bank :
(b) Name of the Branch :
(c) Account No. :

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

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

8. I. T. Permanent Account No.:
(Please attach photocopy of PAN Card)

9. Financial Capacity

(a) Fixed capital : USD Equivalent as the case may be
(b) Working capital : USD Equivalent as the case may be

10 : Processing Fee of Rs.20000.00 to be paid in Favour of **Andrew Yule & Company Limited, payable at Kolkata**. Once empanelled, the said amount will remain as Security deposit for the contract period.

11. Business Plan:

12. Potential of Tea Sale Per Annum:

I/we hereby certify that the particulars furnished by me/us above are true to the best of my / our knowledge and belief and mis-representations of facts will render me/us liable to my/our action as may be deemed fit by Andrew Yule & Co. Ltd. (Tea Division) & have the sole discretion to reject or accept my/our candidature.

(Signature of the Applicant)
Office Stamp/Seal.

Place :

Date ;

List of Enclosures :

I. Minimum Eligibility Criteria for selecting of Global Tea Distributors :

Minimum Eligibility Criteria (MEC) - A list of MECs and the supportive documents that need to be submitted is furnished below as **Techno-Commercial Bid** -

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 GLOBAL TEA DISTRIBUTOR must have business in India or any other Country with appropriate tax and other administrative authorities. The Party could be Proprietor, Partnership, Private, Public, etc.	Relevant documents to be attached including the following: GST Registration Certificate PAN Card Export Licenses Any other document
2.	The net worth of the Company should be positive.	Acknowledgement of Income Tax Return or any other document in this regard as applicable.
3.	The GLOBAL TEA DISTRIBUTOR responding should furnish an undertaking to the effect that the Company 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 – (Undertaking). - No Criminal Cases against the Company or against any of its partners.	Letter of Undertaking to this effect duly signed with office seal.
4	Export experience in any product	Relevant documentary proof
5	A brief note on the constitution /ownership of the Distributor as well as available human resources and Financial capability / Working capital to undertake the proposed agency.	Self-declaration to be attached with relevant papers.
6	All documents submitted with the RFP to be submitted by an authorised official of the responding party.	Letter of Authorisation should be enclosed
7	If bidder is bidding to become distributor, the rates will be decided based on quantity, packaging requirement, type of tea, Shipment, Warehouse Blending etc.	Letter of Acceptance should be enclosed
8	The interested Distributor shall give a declaration accepting the FOB Value as per the Price list.	Self Declaration.

PRICE BID :

The Empanelled parties will be lifting the teas on Cash & Carry basis as per the listed Transfer price.

II. Scope of Work:

The Global Tea Distributor interested in acting as Distributor for the AYCL bulk and packet teas in the Country of interest, and will have to execute the following tasks while abiding with the undermentioned conditions:

1. Teas will be billed and exported in AYCL's name and payments shall be made to AYCL directly.
2. The Distributor team will be responsible for sending samples to the prospective buyers and generate the orders. The said samples shall be provided by AYCL based on the terms of the contract.
3. Any order will be confirmed only after receiving AYCL's consent for quantity and price.
4. The Distributor must provide AYCL with logistics and documentation assistance for exports when required.
5. The Distributor shall facilitate payment for all teas booked for exports within the prompt date.
6. The Distributor will be supplied with the Tea as per the Transfer Price which shall be defined in the terms of the contract.

III. 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. 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.

2. Unauthorised Blending:

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

3. Liability:

The Company (AYCL) shall not be responsible for any payment against manpower and any promotional activities for marketing the teas carried out by the agency without prior approval of the company.

4. 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.

5. 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 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.

6. Cancellation of Engagement:

AYCL shall cancel the agreement with 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.

7. Survival and Severability:

In the event of the Cancellation /or Termination of Agency, 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 Marketing Agent / Agency provisions hereof.

8. Force Majeure:

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

9. 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.

10. 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 the Distributor 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 RFPs received against this Notice and/or any Offer/Quotation received against any subsequent Tender, without assigning any reason for the same.

Self Declaration

REQUEST FOR PROPOSAL (RFP) for Global Tea Distributor of Andrew Yule & Co. Ltd.

We, M/s _____, being interested in submission of subject RFP, 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 RFP 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 :