

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

OPEN TYPE REQUEST FOR PROPOSAL

Andrew Yule & Co. Ltd is inviting REQUEST FOR PROPOSAL (RFP) for appointment of Marketing Agent / Agencies 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, Wellness and Flavoured Teas.

General Information

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

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(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. EMD : : EMD 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.

10. Financial Capacity

(a) Fixed capital :

(b) Working capital
:

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 :

ANDREW YULE & COMPANY LIMITED
Tea Division

Scope of Work / Technical Specification

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The Export Management Agency (MARKETING AGENT / AGENCY) interested in acting as an Agent / Agency for the export of AYCL bulk teas 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 MARKETING AGENT / AGENCY marketing 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 Agent / Agency must provide AYCL with logistics and documentation assistance for exports when required.
5. The MARKETING AGENT / AGENCY shall facilitate payment from the buyer for all teas booked for exports within the stipulated time.
6. The MARKETING AGENT / AGENCY will be paid service charge which shall be defined in the terms of the contract to be quoted at the time of finalisation of the contract. The said Service Charges will be billed by the MARKETING AGENT / AGENCY and paid only after the full & final payment is settled with the buyer.
7. The service charge will be payable to the Agent / Agency only on those overseas engagements which have been facilitated by the Agent / Agency.
8. Technically Qualified bidders will be empanelled provided they accept to operate with the Export Agency charges of 1.95 % of the FOB value.

ANDREW YULE & COMPANY LIMITED
Tea Division

General Terms & Conditions

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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 premature 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 rMarketing Agent / Agencying 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 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 RFPs 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

REQUEST FOR PROPOSAL (RFP) for Export Agency 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.

RESPONDING AGENCIES AGREE TO GET EMPANELLED AS EXPORT AGENCY WITH AGENCY CHARGES OF 1.95% ON THE FOB VALUE. THE AGENCY CHARGES WILL BE BILLED BY THE AGENT/AGENCY AFTER THE DEAL IS COMPLETE AND PAYMENT WILL BE MADE ON RECEIVING THE FINAL PAYMENT FROM THE PARTY.

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 :

ANDREW YULE & COMPANY LIMITED
Tea Division
Minimum Eligibility Criteria
Ref.E-Tender No.: TEA/RFP/EMA/2023-24
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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 MARKETING AGENT / AGENCY may or may not have business in India. In case they have business in India they should have appropriate tax and other administrative authorities. Agency could be Proprietor, Partnership, Private, Public, etc. In case they have business set-up in any other Country, the requisite documentary evidence to that effect prevalent in that country to be submitted.	Requisite Licenses / Registration Certificates with a duly signed declaration having submitted the same to be enclosed.
2.	The net worth should be positive	Documentary proof
3.	The responding MARKETING AGENT / AGENCY should furnish an undertaking to the effect that – <ul style="list-style-type: none"> • 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 • 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	Relevant documentary proof
5	A brief note on the constitution /ownership of the Business as well as available human resources and Financial capability / Working capital to undertake the proposed agency.	Audited Balance Sheet – in case of Firm For last 3 years Income Tax return – in case of Proprietor For last 3 years
6	All documents submitted with the RFP to be submitted by an authorized official of the responding party.	Letter of Authorization should be enclosed
7	The party will have to give a declaration accepting the Export Agency Charges of 1.95% subject to party meeting other terms.	All technically qualified bidders matching Agency Charges of 1.95% will be finally empaneled.