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

Tender No.: TED/SNP/2024-25/16

Andrew Yule & Co. Ltd is inviting offer for appointment of Seller Network Partner (**SNP**) for onboarding on ONDC platform for sale of teas produced by the Tea Division of the Company in tea growing districts of Assam, Dooars & Darjeeling. This is a Limited Tender with specific closing date.

Interested applicants intending to associate with AYCL are requested to go through the Scope of Work and furnish their credentials in the given formats.

Tender document may be downloaded from <a href="www.andrewyule.com">www.andrewyule.com</a> website.Corrigendum or clarifications, if any, shall be posted on the above-mentioned websites only &Tender Quotation can be submitted physically or through courier /post in sealed envelope super scribed as:

<u>"Tender for Appointment of Seller Network Partner (SNP) for onboarding on ONDC platform and sale of Yule Tea packets"</u>

addressed to The Asst. General Manager Tea Division (Retail Marketing), Andrew Yule & Co. Ltd., 8 Dr. Rajendra Prasad Sarani, Kolkata – 700001. The last date for submission of is within 14 (fourteen) days from the date of publication of this tender.

Prospective agencies having any concerns about the terms & conditions of this Tender can communicate by email to retailtea@andrewyule.comand it will be addressed by AYCL.

AYCL reserves the right to accept or reject any application.

- BACKGROUND: Andrew Yule & Company Ltd (AYCL), a Govt. of India Enterprise is a multiproduct, multi locations company having 15 Gardens in Assam and West Bengal and it produces around 117 Lakh KG CTC & Orthodox Tea annually. It was established in 1863 and it became CPSE in 1979. The Company intends to appoint SNPfor onboarding on ONDC platform and expand its market coverage for packet Tea.
- II. Interested bidders, who can comply with the eligibility criteria mentioned hereinafter, are requested to submit bid in a manner as given in this document.
- **III.** Process of Short-listing:

Only those responding parties, who will meet the minimum eligibility criteria specified hereinafter, will be accepted for consideration of engagement

The responding applicants shall submit their offer strictly in accordance with the Terms &Conditions of this Tender. Any offer submitted in a manner and/or with conditions contrary to the Tender conditions or not in conformity with the Tender conditions shall be liable for rejection. The responding applicants shall bear all costs associated with the preparation and submission of the offer 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.

#### IV. Pre-Bid Meeting

- a. A Pre-Bid meeting will be held with the prospective Bidders for the purpose of holding technical & commercial discussions and providing clarifications by AYCL. In the Pre-Bid meeting, clarifications pertaining to technical, commercial and other issues regarding the services stipulated in the RFP may be required by the prospective bidders will be provided. The prospective bidders should on their own cost, attend the said meeting on the date and venue.
- b. Details of proposed/suggested variations/ deviations/ additions from the Bid specification/conditions,ifany,shouldbeclearlyindicatedwhilesendingqueriesbefore Pre-Bid meeting. Any verbal suggestion/ proposal of variations/ deviations/ additions in theRFPdocumentmadeduringthePre-Bidmeetingshouldalsobegiveninwritingtothe Tender Inviting Authority latest by 1500 hours on next working day of the pre-bid meeting.
- c. The Tender Inviting Authority may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the Technical Specifications during Pre-Bid meeting. However, the decision of the Tender Inviting Authority in this regard will be final.
- d. Afterincorporation of the amendments accept able to the Tender Inviting Authority, the tender documents hall be frozen through issuance of an Addendum (s) which can be downloaded from the website of AYCL.
- e. Non-attendance at the Pre- Bid meeting will not be a cause for disqualification of a Bidder. However, the terms and conditions of the addendum (s) will be legally binding on all bidders irrespective of their attendance at the Pre-Bidmeeting.
- f. Nofurthersuggestionsfordeviations/variations/additionswillbeentertainedafte r the Pre-Bidmeeting.

## V. SCOPE OF WORK:

- a. Onboarding on ONDC Platform
- b. Catalogue management
- c. Inventory management
- d. Order management
- e. Payment and settlement process
- f. Issue and grievance management
- g. Master Data Management

- h. Multi –Outlet Support
- i. Market Support and Services, both technology & Operational services.
- j. Searching and assigning the delivery job to a third-party logistics operator based on multiple attributes ie. Delivery Charges, Actual Delivery Time & Actual Delivery Issues.
- k. Logistics charges will be passed onto and paid by the buyer up to certain predefined value of purchase. Logistic charges will be absorbed/paid by AYCL for purchases of amounts greater than the pre-defined threshold.

## VI. Cost & Fees:

To quote clearly Onboarding fees / Sign-up fees and state whethersuch fee is one-time.

Transaction margins/ Commissions: To give complete break-upie. Seller Commissions, Buyer Apps fees etc.

**Note:**AYCL will evaluate the offer on least cost method for a period of three years on the basis of total cost to AYCL in terms of onboarding / sign-up fees, margins & commissionsetc. quoted for execution of orders worth:

- (i) Rs. 10.00 Lacs in the 1<sup>st</sup> year of engagement.
- (ii) Rs. 20.00 Lacs in the 2<sup>nd</sup> year of engagement.
- (iii) Rs. 30.00 Lacs in the 3<sup>rd</sup> year of engagement.

**NOTE:**Amounts quoted above are only for evaluation of offers on least cost method.

For example -Hypothetically,

	AGENCY A	
1.	One-time onboarding fee Rs. 5000	
2.	Transaction Margins/Commission:	
	i) 1 <sup>st</sup> Year-1%	
	2 <sup>nd</sup> Year-1%	
	3 <sup>rd</sup> Year-1%	
	ii) Buyer App fee: Rs. 1500/-	

	AGENCY B
1. 2.	One-time onboarding fee: Nil Transaction Margin/Commission: i) 1 <sup>st</sup> Year-0% 2 <sup>nd</sup> Year-2% 3 <sup>rd</sup> Year-2%
	ii) Buyer App fee: Rs. 1500/-

Evaluation would be on expenditure per Lakh Sale Value as follows -

For Agency A:	For Agency B:
1.One Time Onboarding Fee – Rs. 5,000	1.One-time onboarding fee – 0
2.Commission @ 1% per 10 Lacs— Rs. 10,000	2.Commission— 0
3.Buyer App fee –Rs. 1,500	<b>3.</b> Buyer App Fee – Rs. 1,500
Therefore, 1st year expenditure – Rs. 16,500	Therefore, 1st year expenditure— Rs. 1,500
2 <sup>nd</sup> year expenditure 1% per 20 lacs– Rs. 20,000	2 <sup>nd</sup> year expenditure 2% per 20 lacs– Rs. 40,000
3 <sup>rd</sup> year expenditure 1% per 30 lacs– Rs. 30,000	3 <sup>rd</sup> year expenditure 2% per 30 lacs – Rs. 60,000
Total expenditure for 3 years – Rs. 66,500	Total expenditure for 3 years – Rs. 1,01,500
Total sale value - Rs.60,00,000	Total Sale Value – Rs. 60,00,000
Expenditure/Lakh Sale Value=Rs.1108.33	Expenditure/Lakh Sale Value= Rs.1691.67

Going by the above, the least cost agency A will be selected subject to fulfilling other terms & conditions

#### VI. Eligibility Criteria (EC)-

A list of ECs 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 Tender duly signed with applying agency's office seal.

Sl.No.	Eligibility Criteria (EC)	Documents to be enclosed
1.	The responding agency must be proprietorship /partnership/Pvt Ltd., /LLP/Public Ltd., Company /firm or any other documents as applicable to the firm.	Incorporation certificate/ GST Registration Certificate/ PAN Card/ Trade License/ UDYAM Certificate(If applicable)/or any other document as applicable to the Agency
2.	The responding agency should furnish following undertakings: i) 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).	Undertaking to be submitted as per attached format on Company letter head with seal and signature
3.	The responding agency must be a registered firm on ONDC platform from the financial year 2022-23 and currently in operation.	To provide Registration number/Identifier.
4.	A brief note on the constitution/ownership of the agency	
5.	All documents submitted with the Tender to be submitted by an authorised official of the responding applicant.	

# VII. Information required on the applying agency covering the following:

- Associated with ONDC since:
- Turnover of the Company: Total:

#### Through ONDC:

• Number of Stores attached - Online :

#### Offline:

- Number of Buyer Application association:
- Logistic tie-up arrangement: Names of the partners required
- Number of orders clocked month-wise since association with ONDC:
  - i)Number & orders in grocery segment:
  - ii) Number of tea Orders:
- Detail of other tea companies represented:

## VIII. General Terms & Conditions:

The special Terms and Conditions (if any) will be case specific and following general conditions will be applicable to the SNP engaged.

## 1. Infrastructure:

The SNP should ensure necessary infrastructure and facilities such as staff, network/phone/mobile/internet facilities

2. Taxes, Payment Terms etc.:

The SNP shall pay all relevant Taxes to appropriate Govt. agencies and the AYCL shall not be responsible for any failure to do so.

#### a. Payment terms:

Payments collected at SNP's nodal account from sale of Yule Tea packets must be credited to AYCL account within 7 (Seven) days of delivery of the goods.

#### 3. 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.

# 4. Confidentiality:

Information provided under this Notice and subsequent Tenders for Engagements 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 reserves the right to cancel the engagement 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 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.

# 7. Survival and Severability:

In the event of the Cancellation /or Termination of the work, if allotted, as the case may be, 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.

### 8. Force Majeure:

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

# 9. Other Conditions:

- a. This Notice does not constitute any commitment of engagement for any assignment, on the part of the AYCL.
- b. Submission of Bidand meeting the eligibility criteria does not mean automatic engagement as SNP.

- c. AYCL reserves the right to register more than one SNP provided they match the financial terms of the lowest bidder.
- d. AYCLshall have the right to reject all or any of the bid received against this Tender and/or any Offer/Quotation received against any subsequent Tender, without assigning any reason for the same.

# 10. Tender Fee:

Tender fee will be non-refundable amount of Rs.100/-(Rupees Onehundred only) plus GST at applicable rates. The tenderer shall deposit a bank draft infavour of "Andrew Yule & Co. Ltd." payable at Kolkata along with the tenderdocument. The tenders submitted without tender fee shall liable to be rejected.

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To, Asst. General Manager (Retail Marketing) Tea Division Andrew Yule & Co Ltd., Kolkata		
Sub: Tender for Appointment of Seller Network Partner (SNP) for onboarding on ONDC platform and sale of Yule Tea packets		
We, M/sbeing interested in submission of subject Tender, hereby submitting all information and express our interest and consent for engagement.		
We have understood all the scope and conditions of this Tender 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:		