

ANDREWYULE&COMPANYLIMITED
(A Government of India Enterprise)
Tea Division
8, Dr. Rajendra Prasad Sarani
Kolkata – 700 001

Ref ApplicationNo.:AYCL/TEADIVISION/2/24-25/ET/23

APPLICATION FOR EMPANELMENT OF EXPORT AGENTS.

Andrew Yule & Co. Ltd is inviting applications to expand the list of empaneled agents for the Appointment of Domestic, Global Export 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 and Flavoured Teas. That is

- i) Export of Bulk Tea
- ii) Export of Packet Tea

ANDREW YULE & CO. LTD. invites applications for registrations from bona fide and reputed **Company/Firm/Agents** for works, the details of which are available in Annexure-III "**Scope of Work / Technical Specification**" as specified in this Application document.

Application document may be downloaded from www.andrewyule.com. Corrigenda or clarifications, if any, shall be hosted on the above mentioned websites only. AYCL reserves the right to accept or reject any Application.

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Contact Details of the Concerned Person: Mr. Rahul Tiwari- Mobile No. 9007363351
Mr. Aakash Jaiswal- Mobile No. 8240353924

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ScopeofWork/TechnicalSpecification

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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 @1.95% which is the existing commission. 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. The Agency Charges to be paid is 1.95% on the FOB value, excluding the duties and taxes. Agreement will be signed with agents agreeing to accept the conditions enumerated here.

ANDREWYULE & COMPANY LIMITED

Tea Division

Minimum Eligibility Criteria**Ref Application No.: AYCL/TEA DIVISION/2/24-25/ET/23**

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 must have business in India with appropriate tax and other administrative authorities. Agency could be Proprietor, Partnership, Private, Public, etc.	Requisite Licenses / Registration Certificates along with address proof, copy of the PAN & GST to be attached.
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. 	Letter of Undertaking to this effect duly signed with office seal.
4	Export experience-The Agent/Agency should have minimum experience of exporting teas for at least three(3) years with export of more than two(2) lakhs kgs every year.	Relevant documentary proof like bills in support of transaction has to be attached for all the three(3) years.
5	A brief note on the constitution / ownership of the MARKETING AGENT / AGENCY 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 application, if submitted by an authorized official of the responding party.	Letter of Authorization should be enclosed
7	The bidder will give a declaration accepting the export agency charges. (In Annexure VI)	All the bidders to give an undertaking to operate @ 1.95% as export agent/agency charges.

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GeneralTerms& 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 empaneled/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,PaymentTermsetc.:

Parties shall pay all relevant Taxes to appropriate Govt. agencies and theCompany shall not be responsible for any failure to do so.

2. Terms:

- I. Since this is an expansion of earlier enlistment process, the bidders shall be paid agency charges of 1.95% of the FOB value.
- II. Security Deposit of Rs.20000(Rupees twenty thousand only) may be paid by D.D/Chequefavoring Andrew Yule &Co Ltd., payable at Kolkata.

3. UnauthorizedBlending:

AnyunauthorizedBlending,sellingorpackagingofAYCLTeasisstrictlyprohibited.

4. 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.

5. Confidentiality:

Information provided under this Notice and subsequent Applications 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 personandorentity inany manner(except ifsuchinformationis asked forvide 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 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 Application/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 Application/Engagement Order.

8. 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.

9. Force Majeure:

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

10. Conflict of interest:

The empaneled 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. OtherConditions:

- 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 application received against this Notice and/or any Offer/Quotation received against any subsequent Application, without assigning any reason for the same.

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ImportantInstructionsforSubmitting the Application
RefApplicationNo.:AYCL/TEADIVISION/2/24-25/ET/23

This is expansion of empanelment of agents of *ANDREW YULE & COMPANYLTD, TEADIVISION against Tender No. AYCL/TEA DIVISION/2/23-24/ET/4.*

You are requested to read the Terms & Conditions of this application before submitting your application. Applicants who do not comply with the Conditions with documentary proof (wherever required) will not be considered for empanelment.

1. Part-I:SubmissionofDocuments:

Within 14 days from the publication of advertisement the interested parties must submit the following documents to The Deputy General Manager (Quality Control& Marketing),Tea Division, Andrew Yule & Co. Ltd., 8 Dr. Rajendra Prasad Sarani, Kolkata – 700001. Off-line.

- **Security**
DepositofRs.20000(Rupeestwentythousandonly)byDD/Chequefavoring Andrew Yule & Co. Ltd. Payable at Kolkata to remain as a refundable security deposit for the contract period upto 10.07.2026 of eligible agents. Security Deposit of the applicant whose application is not selected will be returned.
- **Application / Generalinformation,underAnnexure-Vcompleteinallrespectalongwithdesired document.**
- **AcceptanceofScopeofWork/TechnicalSpecification,underAnnexure-I.Alongwith desired information/Data.**
- **AcceptanceofGeneralTerms&Conditions,underAnnexure-V.Alongwith desired information/Data.**

In case of failure to submit the Security Deposit and other documents within the stipulated time, the applications may be rejected.

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GeneralInformation

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(Thisdocumentshouldbedullyfilledupandattachedalongwith the Security Deposit)

The applicantsare required tofurnishfull information tothe queriesincluded inthisform. In giving the particulars, the supporting documents/certificates as calledfor per queries at places, must be tagged with the application for evidencing the information furnished in the application.

1. Nameofthefirminfull :
2. Address,TelephoneNo.,
E-mail :
 - a) Address :
 - b) TelephoneNo. :
 - c) E-mailID :
3. Statusof theorganization :
4. TradeLicenseNo. :
(Pleaseattachphotocopyofthelicense)
5. Bankersname
(a) NameoftheBank:
 - (b) NameoftheBranch :
 - (c) Account No. :

Note:AcopyofBanker'sCertificatetobeattached.

6. GSTRegistrationNo. :
(PleaseattachphotocopyGSTRegistrationCertificate/AcknowledgementofGST Enrolment Form
7. I.T.PermanentAccountNo.:
(PleaseattachphotocopyofPANCard)

8. Financial Capacity

(a) Fixed capital :

(b) Working capital :

9. Any other relevant Registration/Licenses as required.

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-representation 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.

Place :

Date ;

List of Enclosures:

(Signature of the Applicant)
Office Stamp/Seal.

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Declaration on Acceptance of Terms to be Empaneled as Export Agents

(To be submitted in Applicant's letterhead)

We, M/s _____, being interested in submission of **Application for Empanelment of Export Agency**, hereby submitting all information and express our interest and consent for subject empanelment & agree to work as an export agent of AYCL with Agency Charges of 1.95% on FOB value for the export enquiries/sales to be confirmed by us till 10.07.2026

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 application 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: