

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

NOTICE INVITING TENDER No.: AYCL/TEA/ BROKER-ENGAGEMENT/2024-25/10 dated 16.02.2024

Andrew Yule & Co. Ltd, a Central Public Sector Enterprise (CPSE), inviting applicants for engagement of Tea Board registered Brokers for selling teas [**OWN LEAF & BOUGHT LEAF TEAS**] produced by the Estates of the company for Auction and Open Market Sale.

SCHEDULE OF TENDER (SOT)

a. NIT Number	AYCL/TEA/ BROKER-ENGAGEMENT/2024-25/10
b. NIT Date & Time	16.02.2024 at 15.00 pm
c. Mode of Tender	Offline submission
d. Date of publication of Tender through AYCL websites.	16.02.2024 at 15.00 pm
e. Date of availability of NIT to the applicants for downloading	16.02.2024 at 15.00 pm
f. Last date of submission of Tender Document	29.02.2024 upto 18:00 Hrs.
g. Date of opening of Tender	01.03.2024 at 10:00 Hrs.

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

**ENGAGEMENT OF TEA BOARD REGISTERED BROKERS TO SELL TEAS PRODUCED BY TEA
ESTATES OF ANDREW YULE & COMPANY LIMITED –
REQUEST FOR PROPOSALS**

BOTH IN AUCTION & OPEN MARKET SALE.

Andrew Yule & Co. Ltd is inviting applicants for engagement of Tea Board registered Brokers for selling teas [**OWN LEAF & BOUGHT LEAF TEAS**] produced by the Estates of the company for Auction and Open Market Sale.

Interested applicants are requested to go through our Scope of Work and furnish their credentials in the given formats of Tender Document latest by **29th of Feb, 2024**.

Tender document may be downloaded from www.andrewyule.com. Corrigenda or clarifications, if any, shall be posted on the above mentioned website only.

AYCL reserves the right to accept or reject any application.

Within specified Date, interested applicants must submit the required documents to Deputy General Manager (QC & Marketing), Andrew Yule & Co. Ltd., 8 Dr. Rajendra Prasad Sarani, Kolkata – 700001.

- **Duly filled General information, complete in all respect along with Self declaration.**

In case of failure to submit any documents within the stipulated time, the offer may be rejected.

I. BACKGROUND:

Andrew Yule & Company Ltd (AYCL), a Govt. of India Enterprise is a Tea manufacturing Company having 15 Gardens in Assam and West Bengal.

Tea Division of the Company produces around 100 lakh KG CTC and Orthodox Tea along with 1 lakh kgs of Darjeeling tea annually. The Company wishes to appoint Registered Brokers for Auction and Open Market Sale of these teas.

Interested applicants, who can comply with the eligibility criteria mentioned hereinafter, may submit their application in a sealed envelope, in the manner as detailed hereinafter.

II. Process of Short-listing:

- Only those responding parties, who will meet the minimum eligibility criteria specified hereinafter, will be accepted for consideration.
- The responding parties shall submit their application strictly in accordance with the Terms & Conditions of this Notice. Any application submitted in a manner and/or with conditions contrary to the notice conditions or not in conformity with the notice conditions, shall summarily be rejected. Any application received by AYCL after the deadline for submission of application prescribed herein, will not be considered for the engagement process. The responding Broking Houses shall bear all costs associated the preparation and submission of the application 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.
- The process of allocation of the quantity & marks will be done at sole discretion of AYCL after the shortlisting of responding Brokers. The SOP to be followed has been annexed with this document (**Annexure - 1**). The SOP also contains a segment of in-depth interview with the qualifying Brokers. The agenda and timing for aforesaid interview will be communicated to shortlisted applicants closer to time. Any change in the date of interview will be intimated to the shortlisted candidates via email.

III. Minimum Eligibility Criteria for selection of Broking House:

Minimum Eligibility Criteria (MEC) - A list of MECs and the supportive documents that need to be submitted is furnished below.

The responding Broking Houses 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 Broking House's office seal.

Sl.No.	Minimum Eligibility Criteria (MEC)	Documents to be enclosed
1.	The responding Broking House must have business in India with appropriate tax and other administrative authorities.	GST Registration Certificate PAN Card Tea Board/Auction Registration Certificate
2.	The responding Broking House should have Tea Board Registration, operations and offices in Kolkata auction centre.	Relevant documents/certificates to be submitted with self-attestation.
3.	In addition to point (2) above, the Broking House should have Tea Board Registration, operations and offices in at least one of following North India Auction centres, viz. Guwahati or Siliguri.	Relevant documents/certificates to be submitted with self-attestation.
3.	The responding Broking House should have sold through auctions during Season 2023-24 (Sale 14-08), Season 2022-23 and Season 2021-22.	Relevant documents specifying the quantity sold to be submitted with self-attestation.
4.	The responding Broking House should furnish an undertaking to the effect 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 Broking House is included in panel.	Letter of Undertaking to this effect duly signed with office seal.
5.	A brief note on the constitution/ownership of the Broking House as well as available human resources and Financial capability/ Working capital to undertake the proposed broker agreement.	Relevant documents to be submitted with self-attestation.
6.	The responding Broking House should express their category of interest from among the following, subject to accepting the General terms & conditions mentioned in IV (1) & (2): a) Own Leaf Only b) Bought Leaf Only c) Both Own Leaf and Bought Leaf	An undertaking in writing to this effect has to be submitted. The respondent should mention option a, b, or c in the declaration.
7.	All documents submitted with the application to be submitted by an authorised official of the responding party.	Authorisation letter to this effect by the Board/Owner to be enclosed.

IV. General Terms & Conditions:

The Terms and Conditions will be applicable to the engaged Broking Houses. However, formal agreement(s) will be executed with the successful applicants post allocation.

1) For Own Leaf : Refer (**Annexure – 2**)

2) For Bought Leaf: Refer (**Annexure – 3**)

3) 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.

4) Unauthorised Blending:

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

5) 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 Broking House without prior approval of the company.

6) 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.

7) Indemnification and Arbitration:

The selected applicants shall indemnify AYCL (including AYCL's employees/office bearers) for any damage, which may occur due to breach or non-compliance by such Broking House 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.

8) Cancellation of Engagement:

AYCL shall cancel the agreement with the Broking House 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. That either of the party can terminate this Agreement without assigning any reason giving by a clear 7 days notice in writing.

9) Survival and Severability:

In the event of the Cancellation /or Termination of Broking House, 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 remaining provisions hereof.

10) Force Majeure:

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

11) Conflict of interest:

The shortlisted Brokers, 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.

12) 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 to reject all or any of the proposals received against this Notice without assigning any reason for the same.

Self Declaration

Engagement of Tea Board Registered Broker

We, M/s _____, being interested in submission of subject Engagement of Tea Board Broker, hereby submit all information and express our interest and consent for subject engagement.

NB: Responding Broking Houses 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 :

ANNEXURE – 1

STANDARD OPERATING PROCESS FOR ANNUAL ENGAGEMENT OF REGISTERED BROKERS

Allocation of gardens/marks to Tea Board registered brokers for the season 2024 onwards is proposed to be done following a defined SOP, as given below:-

1. Tender enquiry is floated with terms and conditions for the Brokers to apply in the given format. Tender will be floated limiting to Tea Board registered brokers only.
2. Brokers fulfilling the terms of the Tender qualify to participate in the broker engagement process.
3. The tender qualified applicants are to be called for a presentation-cum-interview on a pre-specified date.
4. The applicants are divided into two categories: a) Existing brokers, i.e., brokers who had been engaged with AYCL as registered brokers in the preceding season, in this case, 2023-24, and b) New Brokers, i.e. brokers who were not engaged with AYCL in the preceding season.
5. The Existing Broker is further sub-divided into two categories: i) Brokers dealing with Own Leaf and Bought Leaf and ii) Brokers dealing with Bought Leaf only.
6. The Existing broker will be evaluated on a a scale of 400 which will comprise of two aspects A) Broker's Last Year's Performance Evaluation (200) and B) Broker's Evaluation through a list of set parameters and an interview (200). New Brokers shall be evaluated through item no. (B) as stated above in this clause.
7. The combined score received by the Existing Broker (out of 400) and the New Broker (out of 200) shall be treated as the Final Score. The brokers will be ranked on the basis of this Final Score.
8. The top 5 brokers out of the existing brokers will be considered for the allocation of the Own Leaf marks. The New Brokers will be allocated Bought Leaf Marks only.
9. The allocation of AYCL Own Leaf marks will be done as a percentage of the overall projected production of AYCL by assigning Marks to brokers. This will be calculated as follows – Say A, B, C, D, E are the top 5 brokers in a descending order of score. The quantity to be allocated to A will be calculated by dividing the score of A with the sum of scores of A, B, C, D and E. Therefore, percentage allocation for A = {Score of A/(Sum of Scores of A, B, C, D & E)*100}. However, in the case that Broker belonging to category (ii), i.e., brokers dealing with bought leaf only, scores in the top 5, his allocation will be capped at 10%.
10. All Existing Brokers will have to rank the 12 Own Leaf Marks in order of their preference for allotment. Similarly, New Brokers and Existing Brokers having interest in Bought Leaf will also have to rank all 11 Bought Leaf marks in order of preference. This preference, along with the Final Score of the broker, will form the basis for allocation of Marks.
11. The New Brokers shall be allocated Bought Leaf marks only. If a large number of Existing Brokers show interest in Bought Leaf marks, approximately 60–70 % of Bought Leaf marks will be set aside and allocated to the Top 2 New brokers in descending order of score as described in point 9 out of 200. The remaining approximate 30-40% will be distributed among Existing Brokers who have shown interest in Bought Leaf marks as

per their Final Score out of 400 as in point 9. If only one new broker has participated and qualified, he shall be allocated the entire quantity (60-70%) set aside for New Brokers. If no New Brokers have participated, then Bought leaf marks shall be distributed among the existing brokers based on their Final Score rank, preference and allotted Own Leaf mark. In case no existing broker shows interest in Bought Leaf marks, all bought leaf marks will be distributed between the top 2 New brokers as in point 9.

12. Khowang and New Dooars, being two large gardens, are proposed to be shared between two brokers on a 50-50 basis approximately.
13. In case of Assam gardens capable of dual-manufacturing (both CTC and Orthodox), the allocation of these marks will be done taking into account whether the broker has had an existing Orthodox Catalogue in the last year or not and not merely on the basis of ranking preference and score of the broker.
14. Since Choonabhutti made a nominal quantity of CTC teas in its own factory in Season 2023-24, Choonabhutti's performance will not be taken into consideration while evaluating the Broker which handled Choonabhutti last year.
15. The Final allocation of Own Leaf and Bought Leaf marks will be done after careful consideration of each broker's area of operation despite their ranking.
16. AYCL reserves the right of final allocation to serve it best, which will be treated as final.

The performance evaluation of the Brokers is to be done in the following form:

I) Broker's Last Year's Performance Evaluation (Score of 200):-

The Last Year's Performance of the Existing Broker is evaluated in three aspects – a) The quantity sold percentage by the broker (Out of 80); b) the average price achieved (Out of 80) and c) the Garden Manager's feedback on the Broker's performance (Out of 40).

The Garden-wise Auction Sale Price average and Sold % from April (Sale 14) upto a pre-decided Sale number is compared along with the corresponding Top 20 Circle Auction Sale price average and Sold% for the same period.

For example - the auction average and sold% of Murphulani will be compared with the auction average and sold percentage of the top 20 gardens in the Golaghat circle sold in all North India auction centres.

- a) The auction average price of the garden will be compared (ratio) with the auction average price of Top 20 gardens in the circle as stated above and the percentage achieved by the AYCL garden will be calculated. If the percentage so achieved is <60, the broker will be scored 0 out of 80 for that garden. If the percentage so achieved is between 60 and 100, the broker will be scored 2 points for each percentage above 60. Therefore, in case the garden achieves 100% or above, the broker will be scored 80.

For example – the auction average of X garden for Sale 14-08 is Rs. 200, while the circle average of the top 20 gardens in that circle for the same period is Rs. 230, in that case

*the percentage achieved by X garden will be 87% (200/230) and the score achieved by the broker will be 54, i.e., $\{(87-60)*2\}$.*

- b) Similarly, the sold % of the garden will be compared with the sold% of Top 20 gardens in the circle as stated above and the percentage achieved by the AYCL garden will be calculated. The score of the broker will be calculated in the same pattern as in point (a).
- c) The Garden Manager of each Mark will score the broker on the basis of last year's performance in the following areas out of 10 each: a) Feedback on quality parameters – regularity and relevance. b) Benchmark Sampling - regularity and relevance c) Expert Visit and manufacturing advise – Frequency and efficiency and d) Market related statistics and feedback.

In case a broker was allocated multiple gardens in the preceding year, the average of the Auction Price score, Sold% score and the Garden Manager Feedback score will be done to arrive at the aggregate scores of these three aspects. The sum of these three scores will lead to Last Year's Performance score out of 200.

II) Brokers Evaluation through list of set parameters and an Interview (Score of 200):-

1. Area of Expertise (Out of 20 for each auction centre, total 60) - The total quantity of tea sold by each broker in all 3 North Indian Auction Centres (Guwahati, Siliguri and Kolkata) will be tabulated and the broker selling the highest quantity in that particular auction centre will be treated as 100 percentile and referred to as HB1. The other brokers in that particular centre will be allotted a percentile in reference to the quantity sold by HB1. The HB1 in each centre will be scored 20/20 while the other brokers will be given score on the basis of their percentile. The final score for each broker out of 60 will be calculated by aggregating the score of all three centres. In case any broker does not operate in any particular centre, he will be scored 0/20 for that centre.

*For example, the total quantity sold in Guwahati last year is 500 kgs. A, B, C, D and E are brokers who have sold 200, 150, 75, 50, 25 kgs respectively. In this case, A will be treated as 100 percentile and shall be scored 20/20. B, C, D and E will be allotted 75, 37.5, 25 and 12.5 percentiles, i.e. $\{150/200*100$ and so on} respectively and their score will be 15, 7.5, 5 and 2.5. Similar calculation will be done for other two North India centres. Suppose A scores 20 in Guwahati, 15 in Siliguri and 10 in Kolkata, his final score will be 45/60.*

2. Capability of the team (Out of 30) - how technically sound and experienced the team is, their Marketing poise. This will be calculated by scoring the years of experience of the following out of 10 each – a) Caller b) Second Caller c) Manufacturing advisor to AYCL for the upcoming season. The broker having the highest years of experience in each of the above will be scored 10 out of 10 and the other brokers will be ranked as a percentile of the top scoring broker in each of the above three parameters. The aggregate score

will be arrived at by summing the score obtained by all the brokers in all three parameters.

Note – Caller/Second Caller/ Manufacturing advisor to AYCL cannot be changed during the course of the season without explicit approval from AYCL.

3. Outlot percentage of each broker in North India auction centres for the pre-specified period under evaluation (Out of 30) – The percentage of teas which went unsold in the auctions by each broker will be tabulated for each of the three auction centres and scored out of 10. The broker having the least outlot% for the period under observation will be scored 10/10 and treated as 100 percentile. The remaining brokers will be scored in the same manner as explained in Point II - sub point 1. This process will be repeated for all three centres and aggregated to arrive at a score out of 30. Any broker not having operations in any particular centre will be scored 0 out of 10 for that centre.
4. Batting Order Rank of Broker's Top 3 marks for Assam, Dooars and Darjeeling (Out of 30) – The aggregate Rank of the Top 3 marks in terms of average price handled by each broker in each Origin (Assam, Dooars or Darjeeling) will be selected and scored out of 10. The broker having the highest (top) aggregated rank in each Origin will be scored 10 and considered as 100 percentile. The remaining brokers will be scored in the same manner as explained in Point II - sub point 1. This process will be repeated for all three categories and aggregated to arrive at a score out of 30. Any broker not having operations in any particular category will be scored 0 out of 10 for that centre.
5. In-person interview in the form of a presentation on a pre-decided date (Out of 50):

The Brokers qualifying the Minimum Eligibility Criteria will be called for an in-person interview through a presentation and scored on the following parameter by a panel of AYCL officers –

- a) Any exceptional example of hand-holding any estate in the past three years which has turned itself around in terms of performance. (Out of 10)
- b) The Broker's plan for AYCL to ensure high sold percentage. (Out of 10)
- c) The Broker's plan for AYCL to ensure better price realization. (Out of 10)
- d) Steps that Broker can take to aid AYCL in its effort towards Private Sale of Tea. (out of 10)
- e) Other suggestions that shall benefit AYCL. (Out of 10)

ANNEXURE – 2

THIS AGREEMENT is made this the 1st day of, 2024 BETWEEN **M/S. ANDREW YULE & COMPANY LIMITED (AYCL)**, (a Government of India Enterprise) a company incorporated under the Companies Act, 1956 having its Registered Office at “Yule House” 8, Dr. Rajendra Prasad Sarani, Kolkata – 700 001, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal representatives, successors, successors-in-office and permitted assigns) of the party of the **ONE PART** hereinafter referred to as **AYCL**.

A N D

(Name of the Broker) a Company incorporated under the Companies Act 1956 having its Registered Office at, being represented by Mr. (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal representatives, successors, successors-in-office and assigns) of the party of the **SECOND PART** hereinafter referred to as **(Name of the Broker)**.

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WHEREAS it has been decided by AYCL after joint negotiation with **(Name of the Broker)** that **(Name of the Broker)** will be one of the principal tea brokers of AYCL for the financial year **2024-2025** (Sale N. 14 onwards) who are being allocated the following Tea Estates for selling or advising sale of teas exclusively through **(Name of the Broker)**:-

Estate	Estimated quantity in 2024 (Lac / kgs.) (From Sale No. 14 onwards)

WHEREAS, **(Name of the Broker)** have knowledge and also aware of the normal function and/or steps those will be required to be taken for the purpose of making arrangements to sell the teas through auctions or other channels of sale. For other channels of Sale, the payment will be on cash and carry basis or as per the standing credit policy of the company.

WHEREAS, **(Name of the Broker)** has also agreed and consented to work as one of the principal brokers of AYCL and apart from their normal functions, **(Name of the Broker)** has agreed to perform the following activities and/or functions to the satisfaction of AYCL.

NOW THIS AGREEMENT WITNESSETH and **(Name of the Broker)** and **AYCL** hereby **agrees and acknowledged the Terms and Conditions as follows**:-

- 1] That the agreement between **(Name of the Broker)** and AYCL will be for a period of (1) one year from the day of executing of this agreement.
- 2] That **(Name of the Broker)** Endeavour to feature in the Top 20 Gardens for the respective circle and the respective mark allocated to them.
- 3] That **(Name of the Broker)** shall monitor the performance of the assigned warehouses and shall oversee the functions of warehouses on behalf of AYCL. **(Name of the Broker)** will also be responsible to inform AYCL relating to any anomalies, difficulties, problems during the operation and shall also ensure that the rules of the Auction Committee are strictly adhered to.
- 4] That it is also the responsibility of **(Name of the Broker)** to send its representatives to the allocated tea estates at regular intervals for tasting the current production of teas for comparison with Bench Mark Teas. After every visit a Comprehensive Report covering all details, is to be made and sent to all concerned in Head Office and the Tea Estates.

- 5] That **(Name of the Broker)** would be required to strictly monitor the quality of teas of the Estates allocated and endeavor to bring it at par with the requirements of the Top 20 Estates of the Circle, by sending the Manufacturing Advisors to the allocated tea estates at regular/frequent intervals for advice and guidance with specific focus on critical quality aspects of production for quality up-gradation.
- 6] That it is also the responsibility of the **(Name of the Broker)**, if required, to advise the Garden Managers of the allocated Tea Gardens with specific focus on critical aspects like Grade Percentage, Sorting and sizing as per the latest guidelines issued by Tea Board.
- 7] That it is also the responsibility of **(Name of the Broker)** to advise the choice of auction centers with preferred grades from time to time with ultimate intention to maximize the price realization. Communication with regard to break size as per CTTA/STAC/GTAC guideline to be communicated to the Estates regularly.
- 8] That **(Name of the Broker)** must submit the Muster Report promptly indicating current price ideas of the teas invoice-wise with quality assessment of leaf, infusion and liquor to be measured in points on a given scale of 10. A comparison with benchmark to be also mentioned in all the muster report.
- 9] That detailed Sale Report covering sale details (including unsold teas) should be sent to AYCL (H.O.) after conclusion of each sale. AYCL should also request regular updates on Industry News and other important MIS.
- 10] That it is the responsibility of **(Name of the Broker)** to keep regular contact with the designated Officers of AYCL at least once in a week for the purpose of apprising on quality, market scenario and/or anything relating to topical importance.
- 11] That all sales date / advise post Auctions and also Sale through other channels should be communicated to AYCL, HO positively the following day from the date of Sale.
- 12] That AYCL shall review the performance of **(Name of the Broker)** periodically at the end of every quarter and during the review if it is found that the said performance is unsatisfactory, in that event, AYCL shall have the prerogative so far the allocation of Tea Gardens and quantity of teas are concerned to withdraw such allocation and the decision in this regard taken by AYCL will be final.
- 13] That **(Name of the Broker)** shall issue letter of undertaking to the bankers of AYCL under advice to AYCL informing that all sales proceeds of Sales through other channels in respect of 2024-2025 (Sale No. 14 onwards) season of allocated tea estates shall be deposited to the Current Hypothecation Account through the Settlement Banking by RTGS.

Estate	Bank	CC A/c. No.	IFSC CODE	Name of the Account

For Auction Sales all Sale proceeds will be remitted to AYCL by Tea Board of India as per Pan India Auction Rules.

- 14] That in case of **Sale through other channels** for sale of Assam & Dooars for the respective allocated gardens, if any, the broker shall maintain and abide by the following procedures.
- i] Other channel Sale of Own Leaf teas will include:-
- a] Teas produced at AYCL Estate from its Own Leaf.
 - b] Auction Out Lot of teas produced from its Own Leaf.
- ii] The said registered broker i.e. **(Name of the Broker)** having a license from Tea Board, is being appointed for conducting other channel Sales of teas as aforesaid shall maintain the following responsibilities:
- a] The broker should submit a list of agents and buyers together with advice to send the samples grade-wise according to the said list.
 - b] It would recommend the names of Agents & Buyers having credentials in this trade to AYCL.
 - c] All such Sales like Auction will be on "Cash & Carry" basis or on credit as per the laid down norms stated in the AYCL "Sales Policy" issued in the year 2021-2022 and "Manual for Sale" issued in the year 2022-23. .
 - d] It shall arrange to submit GST Registration Certificate of the buyer on receipt of this Agreement.
 - e] For all other channel Sale the Broker/AYCL will conduct the bidding and conclude sale in consultation with AYCL.
 - f] Based on the despatch of all teas during the month either to buyers or to the agents, the broker will raise commission bills on the monthly basis.
 - g] AYCL shall have the prerogative to accept the price based on its own assessment of quality and market trend. AYCL may reject and/or confirm the price bids received from the Brokers.
 - h] The broker shall submit a report within the seven days following the despatch of samples to AYCL regarding the status of level of acceptance of the said sampled teas.
- iii] All other normal terms and conditions for the purpose of selling the above referred teas shall be maintained in terms of the procedures those are in vogue in the industry and the broker has to abide by each and every procedure without any default.
- 15] That out of the sale made by **(Name of the Broker)**, **(Name of the Broker)** shall be eligible to deduct 1% brokerage together with other statutory charges as per Auction Committee guidelines.
- 16] That either of the party can terminate this Agreement without assigning any reason giving by a clear 7 days notice in writing.

- 17] That in case of any default pertaining to payment found out relating to the private sales conducted by AYCL for both Private Treaty Confirmation (PTC) as well as Buyer Seller Contract (BSC) under advise of **(Name of the Broker)**, AYCL shall give notice to **(Name of the Broker)** immediately make good the payment within a specified period, if the default as aforesaid cannot be rectified by **(Name of the Broker)** causing severe loss to AYCL, this agreement shall immediately be revoked and/or rescinded. **(Name of the Broker)** shall be bound to remit the loss incurred by AYCL due to such action/activities of **(Name of the Broker)** along with interest without prejudice to other rights and contentions as would be available to AYCL.
- 18] That in case of any disputes and differences crop up by and between the parties in relation to the terms, manner and operations of this Agreement the parties hereto shall try to settle the same amicably, if not resolved, the matter will be referred to the Court having appropriate jurisdiction.
- 19] All Calcutta Courts shall have the exclusive jurisdiction to try and entertain the same.

IN WITNESS WHEREOF the parties have put their seal and signature on the day, month and year written above.

ANDREW YULE & COMPANY LIMITED

AUTHORIZED SIGNATORY

(Name of the Broker)

AUTHORIZED SIGNATORY

Witness:

1.

2.

ANNEXURE – 3

THIS AGREEMENT is made this the **1st day of**, **2024** BETWEEN **M/S. ANDREW YULE & COMPANY LIMITED(AYCL)**, (a Government of India Enterprise) a company incorporated under the Companies Act, 1956 having its Registered Office at “Yule House” 8, Dr. Rajendra Prasad Sarani, Kolkata – 700 001, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal representatives, successors, successors-in-office and permitted assigns) of the party of the **ONE PART** hereinafter referred to as **AYCL**.

A N D

(Name of the Broker) a Company incorporated under the Companies Act 1956 having its Registered Office at, being represented by **Mr.**, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal representatives, successors, successors-in-office and assigns) of the party of the **SECOND PART** hereinafter referred to as **(Name of the Broker)**.

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- 4] That **(Name of the Broker)** have the responsibility to send its representatives to the allocated tea estates at regular intervals for tasting the current production of teas for comparison with Bench Mark Teas. After every visit a Comprehensive Report covering all details, is to be made and sent to all concerned in Head Office and the Tea Estates.
- 5] That **(Name of the Broker)** would be required to strictly monitor the quality of teas of the Bought Leaf marks allocated, and endeavor to bring it at par with the requirements of the Top 20 Bought Leaf marks of the district by sending the Manufacturing Advisors to the allocated tea estates at regular/frequent intervals for advice and guidance with specific focus on critical quality aspects of production for quality up-gradation.
- 6] That **(Name of the Broker)** also have the responsibility, that if required, to advise the Garden Managers of the allocated Tea Gardens with specific focus on critical aspects like Grade Percentage, Sorting and sizing as per the latest guidelines issued by Tea Board.
- 7] That it is also the responsibility of **(Name of the Broker)** to advise the choice of auction centers with preferred grades from time to time with ultimate intention to maximize the price realization. Communication with regard to break size as per CTTA/STAC/GTAC guideline to be communicated to the Estates regularly.
- 8] That **(Name of the Broker)** must submit the Muster Report promptly indicating current valuation prices indication of the teas invoice-wise with quality assessment of leaf, infusion and liquor to be measured in points on a given scale of 10. A comparison with benchmark to be also mentioned in all the Muster Report.
- 9] That detailed Sale Report covering sale details (including unsold teas) should be sent to AYCL (H.O.) after conclusion of each sale. AYCL should also request regular updates on Industry News and other important MIS.
- 10] That it is the responsibility of **(Name of the Broker)** to keep regular contact with the designated Officers of AYCL at least once in a week for the purpose of apprising on quality, market scenario and/or anything relating to topical importance.
- 11] That all sales date / advise post Auctions and also Sale through other channels should be communicated to AYCL, HO positively the following day from the date of Sale.
- 12] That AYCL shall review the performance of **(Name of the Broker)** periodically at the end of every quarter and during the review if it is found that the said performance is unsatisfactory, in that event, AYCL shall have the prerogative so far the allocation of the Bought Leaf marks and quantity of teas are concerned to withdraw such allocation and the decision in this regard taken by AYCL will be final.

- 13] That **(Name of the Broker)** shall issue letter of undertaking to the bankers of AYCL under advice to AYCL informing that all sales proceeds of Sales through other channels in respect of 2024-2025 (Sale No. 14 onwards) season of allocated Bought Leaf marks shall be deposited to the Current Hypothecation Account through the Settlement Banking by RTGS.

Estate	Bank	CC A/c. No.	IFSC CODE	Name of the Account

For Auction Sales all Sale proceeds will be remitted to AYCL by Tea Board of India as per Pan India Auction Rules.

- 14] That in case of **Sale through other channels** for sale of Assam & Doors for the respective allocated Bought Leaf Marks, if any, the broker shall maintain and abide by the following procedures.
- i] Other channel Sale of Bought Leaf teas will include:-
- a] All Bought Leaf Teas of the allocated Estate.
 - b] Auction Out Lot of Bought Leaf teas of the allocated Estate.

- ii] The said registered broker i.e. **(Name of the Broker)** having a license from Tea Board, is being appointed for conducting other channel Sales of teas as aforesaid shall maintain the following responsibilities:
 - a] The broker should submit a list of agents and buyers together with advice to send the samples grade-wise according to the said list.
 - b] It would recommend the names of Agents & Buyers having credentials in this trade to AYCL.
 - c] All such Sales of Bought Leaf teas will be on 30 days credit as per industry wide norms and **(Name of the Broker)** stands as guarantor for any payment default. Interest will be charged as per the prevailing bank interest for any payment beyond 30 days.
 - d] It shall arrange to submit GST Registration Certificate on receipt of this Agreement.
 - e] For all other channel Sale the Broker will conduct the bidding and conclude sale in consultation with AYCL.
 - f] Based on the despatch of all teas during the month either to buyers or to the agents, the broker will raise commission bills on the monthly basis.
 - g] AYCL shall have the prerogative to accept the price based on its own assessment of quality and market trend. AYCL may reject and/or confirm the price bids received from the Brokers.
 - h] The broker shall submit a report within the seven days following the despatch of samples to AYCL regarding the status of level of acceptance of the said sampled teas.
- iii] All other normal terms and conditions for the purpose of selling the above referred teas shall be maintained in terms of the procedures those are in vogue in the industry and the broker has to abide by each and every procedure without any default.
- iv] Incase of sale through other channels to big buyers like Tata Consumer Products Limited (TCPL), Wagh Bakri, Hindustan Unilever etc., or any buyer/agent/aggregator acting on behalf of M/s TCPL, Wagh Bakri, Hindustan Unilever etc, it shall be upon **(Name of Broker)** to arrange and coordinate last-mile logistics from AYCL registered warehouse to end buyer's designated warehouse.
- 15] That out of the sale made by **(Name of the Broker)**, **(Name of the Broker)** shall be eligible to deduct 1% brokerage together with other statutory charges as per Auction Committee guidelines.
- 16] That either of the party can terminate this Agreement without assigning any reason giving by a clear 7 days notice in writing.

- 17] That in case of any default pertaining to payment found out relating to the private sales conducted by AYCL for both Private Treaty Confirmation (PTC) as well as Buyer Seller Contract (BSC) under advise of **(Name of the Broker)**, AYCL shall give notice to **(Name of the Broker)** immediately make good the payment along with the Interest within the a specified period, if the default as aforesaid cannot be rectified by **(Name of the Broker)** causing severe loss to AYCL, this agreement shall immediately be revoked and/or rescinded. **(Name of the Broker)** shall be bound to remit the loss incurred by AYCL due to such action/activities of **(Name of the Broker)** along with interest without prejudice to other rights and contentions as would be available to AYCL.
- 18] In case of any disputes and differences crop up by and between the parties in relation to the terms, manner and operations of this Agreement the parties hereto shall try to settle the same amicably, if not resolved, the matter will be referred to the Court having appropriate jurisdiction.
- 19] All Calcutta Courts shall have the exclusive jurisdiction to try and entertain the same.

IN WITNESS WHEREOF the parties have put their seal and signature on the day, month and year written above.

ANDREW YULE & COMPANY LIMITED

AUTHORIZED SIGNATORY

(Name of the Broker)

AUTHORIZED SIGNATORY

Witness:

1.

2.