

ANDREW YULE & COMPANY LIMITED
(A Government of India Enterprise)
Tea Division
8, Dr.Rajendra Prasad Sarani
Kolkata – 700 001
Tender No.: EOI/Bulk Tea/2022-23/21

EXPRESSION OF INTEREST

Andrew Yule & Co. Ltd is inviting expression of interest for appointment of agents for Overseas Export of bulk teas produced by the Estates of the company. This would include export of CTC, Orthodox and Darjeeling 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 latest by 3rd August'2022.

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.

Within specified Date, interested applicants must submit the following documents to General Manager Tea Division, Andrew Yule & Co. Ltd., 8 Dr. Rajendra Prasad Sarani, Kolkata – 700001.

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

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

**Notice inviting Expression of Interest for Appointment of
Agent for Export of Bulk Tea**

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 117 lakh KG CTC and Orthodox Tea alongwith 1 lakh kgs of Darjeeling tea annually. The Company now wishes to appoint an Agent for Export of these teas to overseas buyers in bulk.

Interested applicants, who can comply with the eligibility criteria mentioned hereinafter, may submit their Expression of Interest (EOI) 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 EOI strictly in accordance with the Terms & Conditions of this Notice. Any EOI 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 EOI received by AYCL after the deadline for submission of EOI prescribed herein, will not be considered for the empanelment process. The responding agencies shall bear all costs associated the preparation and submission of the EOI 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.

III. Minimum Eligibility Criteria for selecting of Export Agent:

Minimum Eligibility Criteria (MEC) - A list of MECs 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 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 agency must have business in India with appropriate tax and other administrative authorities.	GST Registration Certificate PAN Card Export Licenses
2.	The responding agency should have a minimum turnover of Rs. 10 Crores during the period of 2021-22, 2020-21, 2019-20.	Acknowledgement of Income Tax Return.
3.	The responding agency 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 agency is included in panel.	Letter of Undertaking to this effect duly signed with office seal.
4	The responding agency should have experience of working in designated area and should have exported a minimum total of 5 Containers of teas to two or more destination countries annually during the period 2021-22, 2020-21, 2019-20.	Self-declaration to be attached with relevant papers.
5	A brief note on the constitution/ownership of the agency 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 EOI to be submitted by an authorised official of the responding party.	Letter of Authorisation should be enclosed.
7	Agency Charges for operation will be maximum of 2% of the contract value. However, qualification will be based on the lowest offered Agency Charges	Self -declaration with the offered rate.

IV. Scope of Work:

The Export Agency interested in acting as an agent 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 Agent 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 must provide AYCL with logistics and documentation assistance for exports when required.
5. The Agent will have to bear the credit risk of the end party. He will have to ensure payment from the buyer for all teas booked for exports within the stipulated time.
6. The 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 agent & paid only after the full & final payment is settled with the buyer.
7. The service charge will be payable to the agent only on those overseas engagements which have been facilitated by the agent.

V. 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 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. 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 to reject all or any of the EOIs received against this Notice and/or any Offer/Quotation received against any subsequent Tender, without assigning any reason for the same.

Self Declaration

Expression of Interest (EOI) for Export Agency of _____

We, M/s _____, being interested in submission of subject EOI, hereby submit 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 EOI 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 :