

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

EXPRESSION OF INTEREST

Andrew Yule & Co. Ltd is inviting expression of interest for appointment of Distributors / Dealers for selling Packet Tea and bulk teas produced by the Tea Division of the Company in Assam, Jharkhand, Bihar, Chhatisgarh, U.P., NCR Delhi, Haryana, Punjab, Rajasthan, Maharashtra, Gujrat, J&K. Dealers/distributors would be additionally required to promote and sell packet teas in CSD stores.

Interested bidders intending to offer are requested to go through our Scope of Work and furnish their credentials in the given formats as per Annexure-I & II of Tender Document latest by **10.07.2019**

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, under Annexure-I complete in all respect along with declaration cum certificate as mentioned in Annexure-II**
- **Company Profile**

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

List of Annexures

General Information for expression of interest	- Annexure-I
Format for Declaration cum Certificate	- Annexure-II

Notice inviting Expression of Interest for Appointment of Distributors / Dealers for selling Packet Teas to Different States.

I. BACKGROUND:

Andrew Yule & Company Ltd (AYCL) is an Indian manufacturing and industrial conglomerate, with majority shareholding by the Government of India and headquartered in Kolkata (formerly Calcutta). It is a Central Public Sector Enterprise and is presently having three major Divisions, viz., Engineering (near Kolkata), Electrical (in Kolkata and Chennai) and Tea (15 Gardens in Assam and West Bengal). The Annual Turnover of the Company is around Rs.400 Crores and more than 50% of it is generated from Tea business.

Tea Division of the Company produces around 117 lakh KG CTC and Orthodox Tea annually which is mainly sold through Tea Auction. However, the Company is also engaged in Export of bulk tea, open market sale of tea in domestic market and retail sale of packet tea. The Company now wishes to appoint Dealers / Distributors to expand its market coverage to selected states / Areas of India to sell Packet teas & Bulk teas produced by the Company.

Interested Dealers / Distributors 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 and www.eprocure.gov.in.

III. Minimum Eligibility Criteria for selecting of Distributors / Dealers:

Minimum Eligibility Criteria (MEC) - A list of MECs and the supportive documents that need to be submitted is furnished below. EOI of any responding agency not meeting any of the following MECs or not submitting any of the specified documents, shall summarily be rejected. Only those agencies, who satisfy all the MECs will be eligible for being considered for empanelment.

The responding agencies in this regard need to fill up and submit Annexures I and II formats annexed to this Notice along with 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 shall be a single entity incorporated in India as a Company/Registered Partnership Firm or a Proprietorship Organization having an established Distribution setup with a minimum of one year experience in Dealing Food / Non-food FMCG Product.	Self-attested photocopy of Certificate of registration/ Incorporation under the respective Acts in India and/or the Trade Licence. Experience certificate should be produced from a Company Secretary.
2.	The responding agency must be registered in India with appropriate tax and other administrative authorities.	GST Registration Certificate PAN Card Trade License
3.	The responding agency should have a minimum turnover of Rs.50 crores during the period of 2018-19.	Audited Annual Accounts and Acknowledgement of Income Tax Return.
4.	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 in specified format enclosed (Annexure II)with this Notice, duly signed with office seal.
5.	Experience of one year in dealing Food / Non Food FMCG Products in areas applied for, from the date of uploading this Notice of EOI.	Experience Certificate by Company Secretary.
6.	The responding agency should have Office and well established infrastructure in the State Head Quarter or in the main wholesale market. Office in Delhi for NCR Region will be preferred.	Address proof with details of net-working arrangement.
7.	A brief note on the constitution/ ownership of the agency as well as available human resources, storage space, and Financial capability / Working capital to undertake the proposed Distributorship / Dealership.	Written note in responding agency's Letterhead with signature of authorised official and office seal. Solvency Certificate from a Chartered Accountant & Bank Certificate for Working Capital limit giving details of Fund & Non- Fund

		based limit.
8.	All documents submitted with the EOI to be submitted by an authorised official of the responding party.	Documentary evidence of authorisation, like, Board Resolution certified by Company Secretary in case responding agency is a Company, Authorisation signed by all Partners in case of a Partnership Firm etc. In case of a Proprietorship, documents have to be signed by the Proprietor him/herself. In all cases, office seals are to be affixed.

IV. 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/ bulk tea in the designated locations as stated above.

1. Security Deposit (SD):

The successful Party / Parties shall submit a refundable **security Deposit of Rs. 10.00 Lacs** per State in favour of the Company (Andrew Yule & Co. Ltd.) at the time of signing of the Agreement. The security deposit will be non-interest bearing and subject to forfeiture in full or in part as decided by the Company against any failure to comply with the terms & conditions of the said formal agreement between the parties in this regard. The Security Deposit will be retained by the Company (Andrew Yule & Co Ltd) till the completion / termination of the Contract. Should the firms desire to obtain distributorship/ dealership for multiple States the Security deposit will be multiplied.

2. 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. The selected parties shall agree to work on Cash & Carry method or on revolving LC at site on the value of the material lifted from the Company. **The parties shall agree to a minimum offtake of 5 M.T. of Tea per month and 60 M.T. per annum. LC opening charges will be borne by the dealer.**

3. Unauthorised Blending:

Any unauthorised Blending, selling or packaging of AYCL Teas at Dealers/Distributors end are strictly prohibited.

4. Liability:

The Company (AYCL) shall not be responsible for any payment against manpower, Distribution and any promotional activities for marketing the Product.

5. 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.

6. Indemnification and Arbitration:

The selected Distributor / Dealer 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 Distributorship / Dealership of 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.

8. Survival and Severability:

In the event of the Cancellation /or Termination of Distributorship / Dealership, 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.

9. Force Majeure:

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

10. 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.

11. 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 Distributorship / Dealership to one or more parties in any State for better market reach, as deemed fit by the Company.
- 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.
- 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 which may lead to Market-return Teas being sent back to the Company.

Expression of Interest (EOI) for Distributorship / Dealership for _____

We, M/s _____, being interested in submission of subject EOI, hereby submit following information and express our interest and consent for subject empanelment:

Sl.No.	Minimum Eligibility Criteria (MEC)	Documents to be enclosed
1.	The responding agency shall be a single entity incorporated in India as a Company/Registered Partnership Firm or a Proprietorship Organization having an established Distribution setup with a minimum of one year experience in Dealing Food / Non-food FMCG Product.	
2.	The responding agency must be registered in India with appropriate tax and other administrative authorities.	
3.	The responding agency should have a minimum turnover of Rs.50 crores during the period of 2018-19.	
4.	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.	
5.	Experience of one year in dealing Food / Non Food FMCG Products in areas applied for, from the date of uploading this Notice of EOI.	
6.	The responding agency should have Office and well established infrastructure in the State Head Quarter or in the main wholesale market. Office in New Delhi for NCR Region will be preferred.	
7.	A brief note on the constitution/ ownership of the agency as well as available human resources, storage space, and Financial capability / Working capital to undertake the proposed Distributorship / Dealership.	

8.	All documents submitted with the EOI to be submitted by an authorised official of the responding party.	
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NB: Responding Agencies should ensure submission of all pages (including Annexure I and II) of this Notice duly signed (with office stamp/seal) along with self-attested copies of all supporting documents, as detailed under Clause IV of this Notice (“Minimum Eligibility Criteria”).

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 :

(On Letterhead of the responding agency duly stamped and signed)

DECLARATION-CUM-CERTIFICATE
TO WHOM SO EVER IT MAY CONCERN

This is to certify that we, M/s _____, have not been penalized or found guilty in any court of Law and our entity has not been blacklisted / debarred by any Central / State Government / Central or State PSU / Bank / Govt. Institution / any regulatory authority during last three years i.e. 2015-2016, 2016-2017 and 2017-2018 and in Current Financial Year 2018-19, till date.

Further, this is to certify that our entity does not have any such legal, civil, criminal, taxation and other cases pending as on the current date, against it, that may have any impact affecting or compromising the delivery of services required, as relevant to the subject of this EOI.

We also undertake to submit to AYCL in writing, any further developments in above regards, as soon as the same arises. We understand that, in the event of our concealing of and/or failing in sharing of any such information, AYCL shall have right to instantly cancel our empanelment and/or to terminate our on-going engagement, if any.

Signature :
Name :
Designation :
Date :
Office Seal :