

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

NOTICE INVITING TENDER No.: AYCL/BROKER-ENGAGEMENT/51/2023 dated 08.02.2023

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/51/2023
b. NIT Date & Time	08.02.2023 at 18.00 pm
c. Mode of Tender	Offline submission
d. Date of publication of Tender through AYCL websites.	08.02.2023 at 18.00 pm
e. Date of availability of NIT to the applicants for downloading	08.02.2023 at 18.00 pm
f. Last date of submission of Tender Document	01.03.2023 upto 18:00 Hrs.
g. Date of opening of Tender	02.03.2023 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 **1st of March, 2023**.

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 (Operations & 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, to be finalised only after an in-depth interview with each shortlisted applicant on 8th March'23. 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 operations and offices in at least two of following North India Auction centres, viz. Guwahati, Siliguri and Kolkata.	Relevant documents/certificates to be submitted with self-attestation.
3.	The responding Broking House should have sold through auctions during Season 2022 (Sale 14-04) and Season 2021.	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.
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 :

The interested broker will have to abide by the terms and conditions of the contract **which include but may not be limited to the following:**

- The agreement between the Broker and AYCL will be for a period of (1) one year from the day of executing the agreement.
- The Brokers shall operate the sale of Tea in Auction as per the Tea Board/CTTA/STAC/GTAC norms, while the Open Market Sale will be as per the set guidelines of Andrew Yule & Company Limited.
- The broker should submit a list of agents and buyers together with advice to send the samples grade-wise according to the said list. The allocated Tea Gardens shall arrange to send the sample to the agents / buyers/brokers and also to H.O. of AYCL for their tasting vis-a-vis valuations.
- It is the responsibility of the Broker to advise AYCL about the choice of auction centers with preferred grades from time to time with the ultimate intention to maximize the sale and price realization.
- The Broker shall monitor the performance of the assigned warehouses and shall oversee the functions of warehouses on behalf of AYCL.
- The Broker will have to prepare and present a monthly review of the performance of the AYCL marks allocated to them. The monthly review must be presented in the form of a presentation and can be conducted in person or virtually. Failure to do this will be considered a violation of the agreement.
- It is the responsibility of the Broker to visit the allocated tea estates at regular intervals for tasting the current production of teas and for comparison with Bench Mark Teas.
- It is the responsibility 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.
- Other general Terms & conditions will be mentioned in the agreement to be signed with the selected Broker.

2) For Bought Leaf:

The interested broker will have to abide by the terms and conditions of the contract **which include but may not be limited to the following:**

- The agreement between the Broker and AYCL will be for a period of (1) one year from the day of executing the agreement.
- The Brokers shall operate the sale of Tea in Auction as per the Tea Board/CTTA/STAC/GTAC norms, while the Open Market Sale will be as per the set guidelines of Andrew Yule & Company Limited.
- The broker should submit a list of agents and buyers together with advice to send the samples grade-wise according to the said list. The allocated Tea Gardens shall arrange to send the sample to the agents / buyers/brokers and also to H.O. of AYCL for their tasting vis-a-vis valuations.
- The Broker would recommend the names of Agents & Buyers having credentials in this trade to AYCL along with recommended credit limit in terms of quantity and/or sale value vide preferred list from time to time.
- The Broker will have to prepare and present a monthly review of the performance of the AYCL marks allocated to them. The monthly review must be presented in the form of a presentation and can be conducted in person or virtually. Failure to do this will be considered a violation of the agreement.
- All such Sales of Bought Leaf be on 30 days credit (i.e. from the date of tax invoice) as per industry wide norms and in case of any default pertaining to payment found out relating to the Open Market Sales conducted by AYCL for both Private Treaty Confirmation (PTC) as well as Buyer Seller Contract (BSC) under advise of the Broker, AYCL shall give notice to the Broker immediately to make the payment within 15 days of such default, if the default as aforesaid cannot be rectified by the Broker causing severe loss to AYCL. The Broker undertakes to pay AYCL to the full extent of such amount on default on receipt of notice from AYCL. If the Broker fails to collect the payment from the buyer or fail to pay AYCL on its own within the 15 days' Notice period, interest at rate of 12% PA will be charged along with the principal amount of such sale proceed.
- Other general Terms & conditions will be mentioned in the agreement to be signed with the selected Broker.

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.

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 :