

**ANDREW YULE & COMPANY LIMITED**

**(A Government of India Enterprise)**

**Tea Division**

**8, Dr. Rajendra Prasad Sarani Kolkata – 700 001**

**EXPRESSION OF INTEREST**

**(Open Type)**

**EOI Ref. No: EOI/Retail Tea/2024-25/Tea Marketing Partnership- PAN India /Regional Level**

**Notice inviting Expression of Interest for Appointment of Tea Marketing Partner - PAN India / Regional Level engagement for Blending, Packaging, (Blending, Packaging can be taken up by AYCL if it is beneficial to both the parties and to increase the reach of Yule Tea) Marketing, Logistics, Brand Promotion, Distribution, Selling Yule Tea in various States & Union Territories of India on Pan India/ Regional Basis**

**Zones are being defined below:**

**North Zone:** Himachal Pradesh, Jammu & Kashmir, Punjab, Haryana. Rajasthan.

**East Zone:** Bihar, Orissa, Jharkhand, West Bengal.

**West Zone:** Gujarat, Goa, Daman & Diu, Maharashtra.

**South Zone:** Andhra Pradesh, Karnataka, Kerala, Tamil Nadu, Telengana.

**Central Zone:** Madhya Pradesh, Uttar Pradesh, Uttarakhand, Chhattisgarh.

**North East Zone:** Assam, Sikkim, Nagaland, Meghalaya, Manipur, Mizoram, Tripura, Arunachal Pradesh (Can be clubbed with eastern zone / dropped)

Andrew Yule & Co. Ltd is inviting expression of interest for appointment of Retail **Tea Marketing Partnership (PAN India / Regional Level)** for Teas produced by the Company in Tea Growing districts of Assam, Dooars & Darjeeling for Blending, Packaging, Marketing, Logistics, Brand Promotion, Selling Yule packet Teas in in states & Union Territories anywhere on Pan India or on Regional Basis.

The appointment shall be on Pan India/Regional Basis. Preference shall be given to appoint the marketing partner on all India basis. However, if no application is received on Pan India Basis, then only appointment on regional Basis shall be considered. Even after appointment of a party on Pan India basis, AYCL reserves the right to appoint other party on pan India/regional basis if so desired by AYCL based on the strength of presence enlisted party and strength of the new party.

The selection shall be two stage process;

In the first stage EOI is being invited from parties meeting the minimum eligibility criteria to tender their bid, expressing interest to partner with AYCL.

In the second stage bid shall be invited among the shortlisted bidder as per the scope to be published in the limited tender enquiry.

Interested parties intending to associate with AYCL are advised to go through the scope of work and submit their business plan of association – covering the scope/extent of work they can undertake effectively, their expectation. Based on the responses received a limited tender shall be undertaken.

This is an open EOI with closing date of 30 days from date of publishing.

**EOI document may be downloaded from [www.andrewyule.com](http://www.andrewyule.com). Corrigendum or clarifications, if any, shall be posted on the above-mentioned websites only & EOI can be submitted physically or through courier /post in sealed envelope super scribed as EOI for Tea Marketing Partnership on PAN India / Regional Level addressed to the Assistant General Manager (Marketing & Commercial), Tea Division, Andrew Yule & Co. Ltd., 8 Dr. Rajendra Prasad Sarani, Kolkata – 700001 with a non-refundable Processing fee of Rs. 1000/- (Rupees One Thousand only) in the form of RTGS/DD/account payee cheque/pay order.**

**Prospective agencies having any concerns about the terms & conditions of this EOI can communicate by email given below and it will be examined for redressal by AYCL**

**EOI can also be submitted online at mail id [retailtea@andrewyule.com](mailto:retailtea@andrewyule.com)**

AYCL reserves the right to accept or reject any application.

**AYCL Bank Details:**

Bank Name - INDIAN BANK

Branch - KOLKATA MISSION ROW

IFSC CODE - IDIB000M716

Account Number – 20013707039

Account Name - ANDREW YULE AND CO LTD

## **I. BACKGROUND:**

Andrew Yule & Company Ltd (AYCL), a Govt. of India Enterprise is a multi-product, multi locations company having 15 Tea Gardens in Assam and West Bengal. It produces around 117 Lakh KG CTC & Orthodox Tea annually. The Company intends to appoint Tea Marketing Partner to expand its market for Tea distribution on Pan India/Regional basis.

Interested applicants, who can comply with the eligibility criteria mentioned hereinafter, may submit their Expression of Interest (EOI) in a manner as given in this document.

### **Definitions:**

**Tea Marketing Partnership -PAN India / Regional Level:** Any agency who is interested to associate with AYCL for Blending, Packaging /Marketing /Brand Promotion/Selling Yule Teas & developing market of Yule Teas of AYCL by engaging Distributor / Dealer in a district/cluster of districts /states / union Territories anywhere in India to sell and promote Yule brand Teas. The extent of sharing of work like blending, packaging, marketing, distribution shall be finalized based on mutual agreement between AYCL and empaneled party.

**Tea Marketing Partnership -PAN India / Regional Level** will be required to work only for AYCL and not for any competitor's products.

## **II. Process of Short-listing:**

- **Only those responding parties, who will meet the minimum eligibility criteria specified hereinafter, will be accepted for consideration of empanelment /engagement through limited tender route based on highest earning to AYCL.**

- 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 be liable for rejection. The responding agencies shall bear all costs associated with 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/even

cancellation of Tender shall be notified on the AYCL website [www.andrewyule.com](http://www.andrewyule.com).

**SCOPE OF WORK:**

Tea Marketing Partnership (Pan India/Regional basis):

It is expected to include all of the following in the scope of Tea Marketing Partnership, which shall form a part of 2<sup>nd</sup> stage enquiry. This is an indicative scope of work. Individual Items can be added or deleted with commensurate increase / decrease in commission based on strength of the empaneled Tea Marketing Partner on mutual agreed terms. Bidding parties are requested to submit their Business plan based on their strength as requested at point no. 7 under the eligibility criteria.

1. Tea Marketing Partner will directly buy bulk teas from AYCL as per mutually agreed rates.
2. Tea Marketing Partner will install Tea Packing & Blending machine or have contract arrangement to blend & pack which must comply to all the FSSAI Statutory requirements. Quality of tea/blended tea marketed shall be under the control of AYCL.
3. All types of seen and unforeseen expenses for Blending, Packaging /Marketing /Promotional Scheme /Selling will be borne by the Tea Marketing Partner.
4. All Products will be sold in the brand name of AYCL (**YULE TEA**).
5. All Teas will be given to Tea Marketing Partners against 'advance' payment basis or on the basis of Bank Guarantee.
6. The design should not be used by Tea Marketing Partner for commercial gains until/ unless the same is not approved by AYCL.
7. All the statutory compliances from ex-factory/ ex-warehouse onwards, product movement etc. shall be taken care by Tea Marketing Partner only.
8. Tea Marketing Partner will exclusively do marketing of AYCL teas only and shall not market any other make / brand of tea.
9. The Tea Marketing Partner has to use Yule Logo in all packets for Yule Tea.
10. AYCL shall not be responsible for any payment against manpower, distribution and any promotional activities for marketing the product carried out by the Tea Marketing Partner.
11. The Tea Marketing Partner shall ensure necessary infrastructure and facilities such as staff, distributor / Dealer network and proper transportation and shall ensure timely delivery at Distributor / Dealer points.
12. The Tea Marketing Partner shall take appropriate policy of insurance to cover all the risks of damage to products. Return of goods once sold will not be entertained

unless there is a proof of bad or poor qualities. The parties also agreed that the decision of the Company in regard to such return will be final.

13. The Tea Marketing Partner will obtain all the necessary permits/licenses/registration with FSSAI & other regulatory authorities in respect of distribution for the purpose of selling the Yule Brand of packet tea and further undertake to pay all relevant taxes to appropriate government agencies and comply all the applicable laws in respect of selling packet tea as may be applicable from time-to-time.
14. The company will supply Yule Teas only after issuance of confirmed order on the letterhead of the Tea Marketing Partner.
15. The Tea Marketing Partner agrees to incur all the promotional work regarding marketing of Yule brand Packet Tea. The Company may assist the Promotional activities.
16. The Tea Marketing Partner undertakes that the product trade mark of the company will not be manipulated, violated, infringed or unauthorized used for any other purpose. It is further agreed by the Tea Marketing Partner that in the event of any malpractice towards using the said product logo, the Tea Marketing Partner will indemnify the AYCL for such breach of contract.
17. Tea Marketing Partner shall introduce various Sales Schemes in the market from time to time to enhance sales.
18. The Tea Marketing Partner shall create all media (outdoor), online and print media communication to create and establish Andrew Yule & Co. Ltd. Products as brand.
19. The Tea Marketing Partner shall take prior permission before choosing any face as Brand Ambassador for Andrew Yule & Co. Ltd products. This to be discussed and decided jointly.
20. In case of any Trade Fairs and Exhibitions Tea Marketing Partner can put up stall with prior information and consent of AYCL. In certain cases, joint show by Tea Marketing Partner & AYCL can also be an option with mutual discussion required regarding and expenditure thereof.
21. Tea Marketing Partner shall share market feed backs from time to time to Andrew Yule & Co. Ltd. And try to clear bottlenecks if any jointly.
22. Prices of the new brands / products will be decided in consultation with the enlisted distributor.
23. Tea Marketing Partner has to depute one Commercial Personnel on-site of the AYCL to oversee activities viz. packing, loading, billing and organize dispatches at the cost of the Tea Marketing Partner. However, bare minimum facility will be provided to Tea Marketing Partner by the AYCL.
24. Tea Marketing Partner desires to be associated with AYCL will have to pay an application fee of Rs. 2 Lakh (for Pan India Partnership) or Rs. 1 Lakh (for

Regional Partnership) in the form of RTGS/DD on account of Rights being given to Tea Marketing Partner. The application fee shall be deposited along with submission of EOI. This shall be adjusted against the earnest money to be asked during the limited tender among shortlisted parties. The application fee of unsuccessful, not shortlisted bidder in round 1 shall be returned.

**Note:**

A) Above mentioned is a brief scope for meeting objective of increasing retail sale and retail market presence of Yule brand Packet Teas.

B) Detailed scope will be worked out with Agencies shortlisted for engagement as Tea Marketing Partner, depending upon strength of selected agencies, market, channels, scope, potential, commitments etc.

C) Based on above, AYCL shall have right to finalise different prices/pricing strategy, other schemes with Tea Marketing Partner.

D) Any agreement AYCL had entered before signing of initial agreement shall be honored and continue.

E) The proposed agreement shall be for a period of 5 years, can be renewed afterwards a period of 3 years block on mutually agreed terms.

F) At end of termination all IPR/Brand promotion related to AYCL tea shall restore back to AYCL.

**Pre-Bid meeting:** A virtual pre-bid meeting with the prospective bidders shall be held on ----- at ----- AM/PM. The bidders are required to send their queries for the pre-bid meeting to [retailtea@andrewyule.com](mailto:retailtea@andrewyule.com) latest by ----- . Queries received through any other means shall not be acceptable.

**Eligibility Criteria for short listing Tea Marketing Partnership:**

Eligibility Criteria (EC) - A list of ECs and the supporting 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.

| <b>Sl no.</b> | <b>Minimum Eligibility Criteria (MEC)</b>  | <b>To enclose</b>   |
|---------------|--|---|
| 1.            | The responding Tea Marketing Partner (AGENCY) must be proprietorship /partnership/Pvt Ltd. /LLP/Public Ltd., Company /firm or any other documents as applicable to the firm. | Incorporation certificate/ GST Registration Certificate/PAN Card/ Trade License/ UDYAM Certificate (if applicable)/or any other document as applicable to the Agency. |

|    |   |  |
|----|---|--|
| 2. | <b>The responding Tea Marketing Partner (agency) should have an average annual turnover of Rs. 30 Crore in preceding 3 years for Pan India partner and Rs. 10 Cr. For regional partner.</b>   | Acknowledgement of Income Tax Return. CA Certified copy of P&L only.                               |
| 3. | The responding Tea Marketing Partner (agency) should furnish following undertakings:<br>i) 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).<br>ii) No Criminal Cases | Undertaking to be submitted as per attached format on Company letter head with seal and signature. |
| 4. | A brief note on the constitution/ownership of the Tea Marketing Partnership (agency) as well as available human resources proposed, Number of Sales persons, storage space, and Financial capability / Working capital to undertake the proposed Dealership. - Number of Salesmen- Please specify                                 | A brief note by company in letter head signed by authorized representative                         |
| 5. | All documents submitted with the EOI to be submitted by an authorized official of the responding party.   | Authorization letter in favor of person signing all documents.                                     |
| 6. | Documents in support of experience of present business  |  |
| 7. | Writeup on Business Plan for Retail Marketing of Yule Tea (To cover nature of responsibility, infrastructure and expected revenue for next 5 years) – (Not a part of evaluation. This shall be used to finalize the scope for 2 <sup>nd</sup> stage bidding)  |  |

**General Terms & Conditions:** (To be followed with selected Partner)

The **Tea Marketing Partner** should ensure necessary infrastructure and facilities such as Tea Packaging & Blending unit, staff, retailer network/ phone/mobile/internet facilities and proper goods transportation and shall ensure timely delivery at distributor / Dealer points.

The **Tea Marketing Partner** shall take appropriate policy of insurance to cover all the risks to the damage of products.

The **Tea Marketing Partner** or their retail network should not temper/remove the packing or the marks or numbers on the products stocked /taken by them. Save and except when instructed to do so in writing by AYCL.

• **Taxes, Payment Terms etc.:**

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

**a) Payment terms for issue of Packed Tea to Tea Marketing Partner:**

**Tea Marketing Partner can be issued Tea from AYCL against advance payment / Bank Guarantee.**

**1. Un-authorized Blending:**

Any unauthorized Blending, selling or packaging of AYCL Teas are strictly prohibited, unless specific written consent /approval is issued by AYCL.

**2. Liability:**

AYCL shall not be responsible for any payment against manpower, distribution and any promotional activities for marketing the Product carried out by the agency or for any other claims arising out of these activities.

**3. Confidentiality:**

Information provided under this Notice and subsequent Tenders for Engagements are 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), disclosure of 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.

**4. 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 amicably 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.

**5. Cancellation of Engagement:**

AYCL reserves the right to cancel the engagement 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 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 Tender/Engagement Order.

**6. Survival and Severability:**

In the event of the Cancellation /or Termination of contract, as the case may be, 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.

**7. Force Majeure:**

Neither appointed Tea Marketing Partner nor AYCL shall be liable to the other for any delay or non-performance of its obligations under this Contract arising from any cause beyond its reasonable control including in relation to either Party any act of God, governmental act, act of any regulatory authority, supervening illegality, war, fire, flood, explosion, power blackout, break-down of machinery, loss of utility, civil commotion, industrial dispute, manpower unrest acts or omissions of telecommunications or data communications operators or carriers, in relation to vendor (to the extent not directly attributable to vendor's negligence), (a "Force Majeure Event"). The affected Party shall promptly notify the other Party in writing, of the cause and the Force Majeure Event and its likely duration within no later than two (2) days after the affected Party knew of the occurrence of the Force Majeure Event. Performance by the affected Party of its obligations under this Contract shall be suspended for the duration of the Force Majeure Event. If performance is not resumed within 15 (fifteen) days after the Force Majeure Event, either Party may terminate this Contract by giving to the other Party seven (7) days' notice in advance. On the occurrence of any Force Majeure Event, the affected Party shall use all reasonable efforts (including emergency fixes and workarounds) to perform its obligations under this Contract during the period of suspension. Further the affected Party shall perform such part of its obligations pursuant to this Contract as are not affected by the Force Majeure Event.

The affected Party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

**8. Conflict of interest:**

The empaneled **Tea Marketing Partner-PAN India/Regional**, 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.

**9. Applicable Law:**

This agreement will be governed by and interpreted in accordance with the laws of India for the time being in force. In the event of any dispute arises out of this agreement between the parties only the appropriate Civil Court in the City of Kolkata shall have the exclusive jurisdiction to entertain, try and determine the said proceedings in exclusion of all other courts.

**10. Fairness & Good Faith:**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measure to ensure the realization of the objectives of this Contract.

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties

will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.

**11. Other Conditions:**

- a. This Notice does not constitute any commitment of engagement for any assignment, on the part of the AYCL.
- b. Submission of EOI meeting the eligibility criteria does not mean automatic engagement as **Tea Marketing Partner -PAN India/Regional**. AYCL reserves the right to engage or not to engage keeping
- d. 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.
- e. AYCL reserves the right to incorporate any suitable clause, as deemed fit.
- f. AYCL reserves the right to offer price, promotion and other schemes to already enlisted **Tea Marketing Partner** depending upon size, potential, market place etc. AYCL reserves the right to enlist offer RMDs, if the AYCL sees further business potential.

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**Checklist:**

| Sl. No. | Documents  | Submission status<br>(v) |
|---------|--|--------------------------|
| 1.      | Processing fee   |                          |
| 2.      | Application Fee  |                          |
| 3.      | Writeup on Business Plan for Retail Marketing of Yule Tea  |                          |
| 4.      | Incorporation certificate/ GST Registration Certificate/PAN Card/ Trade License/ UDYAM Certificate (if applicable) |                          |
| 5.      | Acknowledgement of Income Tax Return. CA Certified copy of P&L only  |                          |
| 6.      | Undertaking as per format on Company letter head with seal and signature.  |                          |
| 7.      | Declaration on no Criminal cases   |                          |
| 8.      | A brief note by company in letter head signed by authorized representative   |                          |
| 9.      | Authorization letter in favor of person signing all documents  |                          |
| 10.     | Declaration on submission of EOI as per format on Company letter head with seal and signature.                     |                          |

**To,**

**Assistant General Manager (Marketing & Commercial),  
Tea Division  
Andrew Yule & Co Ltd.,  
Kolkata – 700 001**

**Sub: Expression of Interest (EOI) for Tea Marketing Partnership – PAN  
India/Regional**

I/We, M/s \_\_\_\_\_ being interested in submission of subject EOI, hereby submitting all information and express our interest and consent for subject empanelment/engagement.

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:  
With official Seal

Name:

Designation:

Date:

Place :

(On the Letter Head of the Firm/Company/LLP etc.)

**UNDERTAKING**

I/We, (Name of the Company) having our registered office ..... (Address of the Company) shortlisted for **Tea Marketing Partner – PAN India/Regional**. We hereby confirm, declared and undertake as following:

1) That .....(Name of the Company) is not blacklisted/De – Registered/Debarred by any Government Organization / Public Sector Undertaking / Private Sector / any other Agency.

2) That there are no criminal cases is pending against the ..... (Name of the Company) in any Court / Tribunal/ Quasi Judiciary.

..... (Name of the Company)

.....

Signature of the authorized person

.....

Seal