

**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 an agency to increase brand visibility, social media reach and promote Yule Tea, the retail arm of Tea Division, on various Social media platforms. The agency will also be required to provide any other support that may be required in order to boost sales of Yule Tea products both online and offline.

Interested bidders intending to offer are requested to go through our Eligibility Criteria and furnish their credentials in the given formats of Tender Document latest by **30.12.2022**.

Tender document may be downloaded from [www.andrewyule.com](http://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 (Retail Marketing), Tea Division, 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.**

## **Notice inviting Expression of Interest for appointment of Agency to boost Yule Tea Sales**

### **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 along with 1 lakh kgs of Darjeeling tea annually. The Company now wishes to appoint an Agent to boost the sales of Yule Tea, the retail arm of the Tea division, through social media and other associated activities.

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](http://www.andrewyule.com).

### III. Minimum Eligibility Criteria for selecting of Agency to boost Yule Tea Sales:

**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.	Relevant documents to be attached including the following: GST Registration Certificate PAN Card Export Licenses
2.	The responding agency should have a minimum annual turnover of Rs. 50 lakhs 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 with a CPSE or PSU in regards with Social Media Marketing, E-commerce Portal management and providing Website Development/maintenance or development of Web application	Supporting Purchase Order Copy of minimum 10 lakhs to be provided.
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.	

#### **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. However, a formal agreement will be executed with the shortlisted agents for export of teas.

##### **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. 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.

##### **3. 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.

##### **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 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.

##### **5. 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.

## **6. 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.

## **7. Force Majeure:**

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

## **8. 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.

## **9. 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 appointment of Agency to boost Yule Tea Sales

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 :