

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/2022-23/Retail Associates (Exclusive) & Retail Market Developer

Andrew Yule & Co. Ltd is inviting expression of interest for appointment of Retail Sale Associates-Exclusive (RSA-E) as well as Retail Market Developers (RMD) for Teas produced by the Tea Division of the Company in Tea Growing districts of Assam, Dooars & Darjeeling sourced for selling Yule packet Teas in districts/cluster of districts /states & Union Territories anywhere in India.Retail Sale Associates in concerned categories would be additionally required to promote and sell packet teas.

Interested applicants intending to associate with AYCL as RSA-E or RMD are requested to go through Scope of Work and furnish their credentials in the given formats:

This is an open type EOI with no closing date. As an when interested parties submit their EOI, AYCL will process it within reasonable time.

EOI document may be downloaded from 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 RSA / EOI for RMD addressed to the Assistant General Manager, Tea Division(Retail Marketing), Andrew Yule & Co. Ltd., 8 Dr. Rajendra Prasad Sarani, Kolkata – 700001.

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

AYCL reserves the right to accept or reject any application.

EOI can also be submitted online at mail id retailtea@andrewyule.com

Notice : Inviting Expression of Interest for Appointment of Retail Sale Associates (Exclusive) – as well as Retail Market Developer (RMD) engagement for promoting and enhancing Yule Packet Teas sale in districts/cluster of districts /states & Union Territories anywhere in India,

I. BACKGROUND:

Andrew Yule & Company Ltd (AYCL), a Govt. of India Enterprise is a multi-product, multi locations company having 15 Gardens in Assam and West Bengal and it produces around 117 Lakh KG CTC & Orthodox Tea Annually . It was established in 1863 and it became CPSE in 1979. The Company intends to appoint RSA to expand its market coverage for packet Tea.

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:

RMD (Retail Market developers): Any agency who is interested to associate with AYCL for developing retail market of Packet Teas of AYCL by engaging retailers in a district/cluster of districts /states / union Territories anywhere in India to sell and promote Yule brand Teas.

RMD's will be required to work only for AYCL and not for any competitor's products.

Retail Sale Associate –Exclusive: RSA (E) is one who undertake to sell only Yule brand of Teas and other associated products of Andrew Yule. Agencies applying for RSA (E) should own a shop selling exclusively tea or other consumer products.

Note: AYCL reserves the right to engage more than one RSA (E) / RMD in a state /U. T. anywhere in India and also the variants /combinations of variants to be allocated.

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.
- 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 shall be notified on the AYCL website www.andrewyule.com.

II) SCOPE of WORK

Retail Market Developers(RMD): Interested applicants should be able to engage retailers/ dealers/distributors to promote and sell Yule brand packet Teas in districts/cluster of districts /states /Union Territories anywhere in India.

1. To develop the retail market for all around the area to sell and promote Yule Tea Brand of Packet Teas
2. To ensure that "YULE TEA" brand is promoted among all the consumers in different districts /cluster of districts /states/ Union Territories anywhere in India to enhance visibility.

RSA (E): Interested applicants should be able to sell exclusively Yule Teas at his stores /establishments along with any other product (other than Tea) and also promote Yule brand Packet Teas in the locality. Flexes, danglers should be put up at the stores to make people aware of the Yule brand of Packet Teas.

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 RMD, RSA (E) depending upon strength of selected agencies, market, channels, scope, potential, commitments etc.
- C) Based on above, AYCL shall have right to offer different prices/pricing strategy, other schemes with different RMD, RSA (E) individually.

4 iii) Eligibility Criteria for short listing Retail Sale Associate (Exclusive) & Retail Market Developers:

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.

Sl no.	Minimum Eligibility Criteria (MEC)	To enclose
1.	The responding 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.	The responding agency should have an average annual turnover of Rs.6 Lakhs in preceding 3 years	Acknowledgement of Income Tax Return. CA Certified copy of P&L only.

3.	The responding agency should furnish following undertakings: 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).	Undertaking to be submitted as per attached format on Company letter head with seal and signature
	ii) No Criminal Cases	
4.	A brief note on the constitution/ownership of the agency as well as available human resources, 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.

General Terms & Conditions:

The special Terms and Conditions (if any) will be case specific and following general conditions will be applicable to the RSA'S engaged. However, a formal agreement will be executed with the selected agency for selling the packet tea in the designated locations as stated above.

The RSA/RMD should ensure necessary infrastructure and facilities such as staff, retailer network/ phone/mobile/internet facilities and proper goods transportation and shall ensure timely delivery at retail points.

The RSA/RMD shall take appropriate policy of insurance to cover all the risks to the damage of products.

The RSA / RMD 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

1. 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 RMD/RSA (E):

The RSA(E)/RMD can be issued Tea from AYCL in following manner:

- I) Tea will be issued against advance payment.**
- II) Value of tea issued will be 80% of the advance payment**

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.

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 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.

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 a 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:

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:

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 RMD or RSA (E). AYCL reserves the right to engage or not to engage keeping best interest of Company

c. AYCL shall have the right of sole discretion to allocate contract for Retail Sale Associates/ Retail Sale developers for any area to one or more parties for better market reach, as deemed fit by the Company.

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. Market-returned Teas being sent back to the Company will not be usually entertained unless there is a proof of bad packaging/workmanship at the Company’s end, within one month of receipt of Tea by the agency. Decision of the Company in regard to such return will be final.

f. AYCL reserves the right to offer price, promotion and other schemes to RMD /RSA (E) depending upon size, potential, market place etc.

To,

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

Sub: Expression of Interest (EOI) for exclusive Retail Sale Associates (Exclusive), or Retail Market Developer or for both

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:

Name:

Designation:

Date:

(Office Seal)

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

UNDERTAKING

I/We, (Name of the Company) having our registered office (Address of the Company) shortlisted for Retail Sale Associate/Retail Market Developers. 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)

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Signature of the authorized person

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Seal