

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/2025-26/ Selection of Retail Market Developers, Retail Sale Associates.

Andrew Yule & Co. Ltd is inviting Expression of Interest for appointment of **Retail Market Developers (RMD)** as well as **Retail Sale Associates (RSAs)** 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.

The appointment of RMDs shall be on Pan India / Zonal / State Basis. Preference shall be given to appoint the RMD on all India basis then zonal basis followed by State basis. Even after appointment of a party on Pan India /Zonal / State basis, AYCL reserves the right to appoint other party on pan India/Zonal /State basis, if so desired, by AYCL based on the strength of enlisted party and strength of the new party.

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)

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

This is an open ended type EOI, till closed by AYCL. As and when interested parties submit their EOI, AYCL will process it within reasonable time. The enlistment as RMDs or RSAs shall be on first come first serve basis.

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 superscribed 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, 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 addressal by AYCL

AYCL reserves the right to accept or reject any application.

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

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 RMDs / 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 Developer): 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, large format chains, modern trade anywhere in India on Pan India Basis / Zonal Basis / State Basis to sell and promote Yule brand Teas.

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

Retail Sale Associate: RSA is one who undertakes to sell Yule brand of Teas and associated products of Andrew Yule. Agencies applying for RSA should own a shop selling tea or other consumer products.

Note: AYCL reserves the right to engage more than one RMD / RSA in a state /U. T./ Zone / Pan India basis in India and also the variants /combinations of variants to be allocated to RMDs, RSAs.

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.

III. SCOPE of WORK

Retail Market Developers (RMDs):

Interested applicants should be able to engage or develop retailers/ dealers / distributors, large format chains, modern trade to promote and sell Yule brand packet Teas in districts/cluster of districts /states /Union Territories in India.

1. To develop the retail market in the assigned area to sell and promote Yule Tea Brand of Packet Teas. RMDs to undertake promotional work regarding marketing of Yule brand Packet Tea. The Company (AYCL) may assist the Promotional activities.
2. To ensure that “YULE TEA” brand is promoted among the consumers in different districts /cluster of districts /States/ Union Territories anywhere in India to enhance visibility.
3. The agreement /empanelment, design should not be used by RMDs for commercial gains until unless the same is not approved by AYCL.
4. All the statutory compliances from ex-factory/ ex-warehouse onwards, product movement etc. shall be taken care by the RMDs only. RMDs shall take appropriate insurance policy to cover all the risks of damage to products
5. AYCL shall not be responsible for any payment against manpower, distribution and any promotional activities for distribution, marketing the product.
6. Prices, Discounts of the existing & new brands / SKUs will be decided in consultation with the enlisted RMDs. Product prices may change from time to time according to market scenario within the agreement period.

RSA: Interested applicants should be able to sell Yule Teas at his stores/establishments along with any other product 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:

- Above mentioned is a brief scope for meeting objective of increasing retail sale and retail market presence of Yule brand Packet Teas.
- Detailed scope will be worked out with Agencies shortlisted for engagement as RMD, RSA depending upon strength of selected agencies, market, channels, scope, potential, commitments etc.
- Based on above, AYCL shall have right to offer different prices/pricing strategy, other schemes with different RMD, RSA individually.
- Any agreement AYCL had entered before signing of the agreement with new agency shall be honored and continue.
- The proposed agreement shall be for a period of 5 years, can be renewed afterwards in block of 3 years block on mutually agreed terms.
- 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 - **02.06.2025** at **3PM**. The bidders are required to send their queries for the pre-bid meeting to retailtea@andrewyule.com latest by **30.05.2025**. Queries received through any other means shall not be acceptable.

Link for Pre-Bid meeting: <https://meet.google.com/xep-jsin-can>

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.

Sl no.	Minimum Eligibility Criteria (MEC)	To enclose
1.	The responding Parties must be proprietorship/partnership/ Pvt. Ltd./ LLP/ Public Ltd., Company/firm or any other documents as applicable to the firm.	i. Incorporation certificate, ii. GST Registration Certificate. iii. PAN Card iv. Trade License / UDYAM Certificate (if applicable) /or any other document as applicable to the Agency.
2.	The responding Parties should have an average annual turnover of Rs. 20 Crore in preceding 3 years for consideration as RMDs on Pan India basis, Rs. 6 Cr. For RMDs on Zonal Basis, Rs 50 Lakhs for RMDs on State Basis and Rs 10 Lakhs for RSAs.	Acknowledgement of Income Tax Return. CA Certified copy of P&L only.
3.	The responding Party 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). 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 agency as well as available human resources, Number of Sales persons, storage space, and Financial capability / Working capital to undertake the proposed Dealership.	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.
	Documents in support of experience of present business.	
	Write up on Business Plan for Retail Marketing of Yule Tea (To cover nature of responsibility, infrastructure and expected revenue for next 5 years)	

General Terms & Conditions:

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

The **RMDs** shall ensure necessary infrastructure and facilities for timely delivery at retail points.

The **RMDs** shall ensure necessary infrastructure and facilities for timely delivery to increase sells.

The **RMDs / RSAs** shall take appropriate Insurance Policy to cover their business risks. AYCL will not compensate for any business loss occurred by the enlisted agencies after handing over the products.

The **RMDs / RSAs** shall take appropriate license and approval for carrying out the distribution and /or selling of packet Tea.

The **RMDs / RSAs** or their retail network should not tamper / remove the packing or marks or numbers on the products stocked / taken by them, save and when instructed to do so in writing by AYCL.

Taxes, Payment Terms etc.:

RMDs/ RSAs shall pay all relevant Taxes to appropriate Govt. agencies concerning their area of activities and the AYCL shall not be responsible for any failure to do so.

Payment terms for issue of Packed Tea to RMDs/RSAs:

The RMDs/ RSAs shall be issued Tea from AYCL in following manner:

- i) Tea will be issued against advance payment / Verified Bank Guarantee (within the limit)**
- ii) Value of tea issued will be 80% of the advance payment / Bank Guarantee (within the limit)**

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 agencies (RMDs / RSAs) 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 ending of 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 agencies (RMDs / RSAs), 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 RMDs / RSAs. 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 Developers / Retail Sale Associates 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.
- f. 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.
- g. AYCL reserves the right to offer price, promotion and other schemes to enlisted RMDs / RSAs depending upon size, potential, market place etc.
- h. AYCL reserves the right to enlist more RMDs / RSAs, if the AYCL sees further business potential.

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

Sub: Expression of Interest (EOI) for Retail Market Developer or Retail Sale Associates (Exclusive) or 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:
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) applying for shortlisting for **Retail Market Developer or Retail Sale Associates**. 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