

**Andrew Yule & Company Ltd.
Yule House
8, Dr. Rajendra Prasad Sarani
Kolkata 700001**

Notice No. AYCL/ASSET/E-KO/EOI/01

Date: 08.09.2022

**Notice inviting Expression of Interest for empanelment of Property
Consultancy Agencies**

Due Date and Time: 29.09.2022, 3.00 PM

EOIs to be addressed to and to be submitted at:

**DGM (Supply Chain & Materials),
Tea Division
Yule House,
8, Dr. Rajendra Prasad Sarani,
Kolkata-700001**

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. (AYCL) a CPSE, headquartered at Kolkata, intends to empanel reputed Property Agents / Property Management Agencies / Property Dealers for leasing out of various commercial properties / spaces (land / building) in possession of AYCL (owned) located in and around Kolkata & its suburbs.

Agencies with valid trade license & having expertise in leasing out of properties may submit Expression of Interest (EOI) which may be downloaded from the website of AYCL i.e. www.andrewyule.com.

Corrigenda or addendum, if any, shall be posted on the above-mentioned website only.

Interested bidders intending to offer are requested to go through our Scope of Work and furnish their credentials in the given formats as per Annexure-I of Tender Document latest by 29.09.2022, 3PM.

AYCL reserves the right to accept or reject any / all application/applications without assigning any reason thereof.

Within specified Date, interested applicants must submit the following documents to DGM (Supply Chain & Materials), Tea Division, Andrew Yule & Co. Ltd., 8 Dr. Rajendra Prasad Sarani, Kolkata – 700001.

- **Duly filled General information, under Annexure-I complete in all respect along with declaration cum certificate as mentioned in Annexure-II**
- **Company Profile**

In case of failure to submit any documents within the stipulated time, the offer may be rejected.

List of Annexures

General Information for expression of interest	- Annexure-I
Format for Declaration cum Certificate	- Annexure-II

Notice inviting Expression of Interest for empanelment of Property Consultants/ Property Dealers

I. BACKGROUND:

Andrew Yule & Company Ltd (AYCL) is an Indian manufacturing and industrial conglomerate, with majority shareholding by Government of India and headquartered in Kolkata (formerly Calcutta). AYCL became a Central Public Sector Enterprise (CPSE) in 1979 and is presently having three major Divisions, viz., Engineering (near Kolkata), Electrical (in Kolkata and Chennai) and Tea (15 Gardens in Assam and West Bengal). The Annual Turnover of the Company is around Rs.400 Crores.

By virtue of its business / operations AYCL has approx. **434900 sq. ft** free hold area of unused viable commercial land & buildings (around approx. **54000 sqft**) located at the prime locations of Kolkata. Those lands & buildings are owned by AYCL. AYCL intends to empanel reputed Property Consultancy Agencies having expertise in leasing out of the commercial lands & spaces (detailed scope is mentioned hereinafter). On empanelment of the Property Consultancy Agencies, AYCL may ask for RFP (Request for Proposal) from the empanelled agencies for the purpose of assisting AYCL in profitable leasing out / renting of the Commercial Lands / Spaces in possession of AYCL to any commercially sound institutions for a fixed term not less than 05 years. The Panel will be kept valid for minimum One Year after its creation and thereafter, as may be decided by AYCL. However, AYCL does not guarantee for any engagement, as aforesaid.

Interested agencies 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 Selection for Empanelment:

- Only those responding agencies, who will meet the minimum eligibility criteria specified hereinafter, will be empanelled.
- The responding agencies 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 .

III. Scope of Work and Responsibilities of the empanelled Property Consultancy Agencies:

The scope of work in accordance to this EOI is furnished below (illustrative, not exhaustive)-

- Assisting AYCL to make sound & viable property-leasing decisions.
- Finding prospective clients on behalf of AYCL through cold-calling, advertising, and business presentations.
- Assisting AYCL to identify the most sought-after and profitable commercial institutions by analysing market trends and demographics.
- Maintaining an extensive database of all properties for lease / sub lease.
- Conducting negotiations with the commercial institutions intending to hire the properties so as to enable profitable returns for AYCL.
- Conducting in-depth research to identify profitable and commercially viable firms.
- Communicating with clients on behalf of AYCL to understand their property requirements and financial standing
- Planning and developing strategies for effective property management and lease
- Presenting profitable property leasing proposals to AYCL
- Securing a fruitful relationship with AYCL and consulting deals.
- Communicating with legal counsel to prepare lease documents.

IV. Minimum Eligibility Criteria for selecting Property Consultants/ Property Dealers for empanelment:

Minimum Eligibility Criteria (MEC) - A list of MECs and the supportive documents that need to be submitted is furnished below. EOI of any responding agency not meeting any of the following MECs or not submitting any of the specified documents, shall summarily be rejected. Only those agencies, who satisfy all the MECs will be eligible for being considered for empanelment.

The responding agencies in this regard need to fill up and submit Annexures I and II formats annexed to this Notice along with 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 shall be a single entity incorporated in India as a Company/Registered Partnership Firm or LLP/a Proprietorship Organization operating in property consultancy area, minimum for a period of Five years as on the due date of EOI .	Self-attested photocopy of Certificate of registration/ Incorporation under the respective Acts in India and/or the Trade Licence.
2.	The responding agency must be registered in India with appropriate tax and other administrative authorities	GST Registration Certificate PAN Card Trade License
3.	The responding agency should be a profit-making entity having positive Net Worth for last three financial years along-with Average Annual Gross Revenue/Turnover of minimum Rs. 100.00 Lakhs (i.e., 2021-22, 2020-21 and 2019-20).	Audited Annual Accounts with Acknowledgement of Income Tax Return.
4.	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 in specified format enclosed (Annexure II) with this Notice, duly signed with office seal.

Sl.No.	Minimum Eligibility Criteria (MEC)	Documents to be enclosed
5.	Experience of successful consultancy with at least two Central/State PSE/ Central or State Govt Dept or Entity/ Autonomous Body/ Central or State Govt Institution etc in last 03 financial years i.e 2021-22, 2020-21, 2019-20.	Job Order/ Job Completion Certificate/ Credentials issued by the concerned clients.
6.	The Agency's should be headquartered in Kolkata (networking/collaboration working arrangement in other metro cities is desirable).	Address proof with details of networking arrangement.
7.	A brief note on the constitution/ownership of the agency as well as on performance, area of operations, major achievements and experience of the agency (responding agency) and its Key Managerial Personnel	Written note in responding agency's Letterhead with signature of authorised official and office seal.
8.	All documents submitted with the EOI to be submitted by an authorised official of the responding agency.	Documentary evidence of authorisation, like, Board Resolution certified by Company Secretary in case responding agency is a Company, Authorisation signed by all Partners in case of a Partnership Firm etc. In case of a Proprietorship, documents have to be signed by the Proprietor him/herself. In all cases, office seals are to be affixed.

V. General Terms & Conditions to be applicable for the empanelled agencies, for subsequent engagement(s) as well as for this Notice of EOI/Empanelment, to the extent applicable:

The special Terms and Conditions (if any) will though be case specific and will be mentioned in relevant RFPs, but in any case, following general conditions will be applicable to the agencies empanelled/engaged-

V.1 Engagement for any Assignment

- The engaged Property Consultancy Agencies shall not use for any purpose other than purpose of AYCL and/or share with any other entity the work- or work-related data, as they may do, possess or receive in connection to works assigned to them by AYCL. They need to maintain utmost confidentiality in this regard and any breach of same will attract to various penalties/legal actions by AYCL, including forfeiture of payments due/security deposit, if any, premature termination of contract, cancellation of panel registration etc.
- For all jobs assigned, the engaged Property Consultancy Agency shall examine/review the nature of work and ascertain estimated expenditure therefore (say, for reimbursable advertisement expenses involved, if any). After AYCL accords its consent in writing for execution of such work and / or incurring such expenditure, only then, the Property Consultancy Agency shall undertake such work and not otherwise.
- No right or liabilities under any engagement shall be assigned by any of the parties hereto in favour of any Third Party or Parties, without the prior written consent of the Other Party.
- The engaged Property Consultancy Agency shall, subject to the provisions of the particular Assignment, execute the work with due care and take all responsibility, including the supervision thereof and for all other matters, whether of a temporary or permanent nature, required in and for such execution. The Property Consultancy Agency shall carry out and complete the work in accordance with prevailing good industry practices and by using workmanship of the required quality and standards.

V.2 Earnest Money Deposit (EMD) and Security Deposit (SD)

The empanelled agencies may have to submit an Earnest Money Deposit (EMD) which will be converted into Security Deposit (SD) in case of a successful bidder in tender, as may be mentioned in the Tender floated for engagement for any particular assignment, if the agency wishes to participate in that Tender. Though, the EMD and/or SD will be governed by the terms and condition of the related Tender, but in any case, those will be non-interest bearing and subject to forfeiture (in full or in part, as the case

may be) for any failure of the engaged agency in fulfilling any term(s) of engagement.

V.3 Payment terms, Taxes etc.

Payment Terms, reimbursement of taxes etc. will be decided on Tender to Tender basis. However, in general, advance payments will not be entertained unless there be a specific reason for same acceptable to the approving authority of such advance/engagement, in AYCL) and Taxes will be reimbursed on actual basis against Tax invoices raised as per relevant tax law. Similarly, deduction of taxes at source (from payments made/payables) and issue of certificates therefor, will be followed by AYCL as per statutes. Any advance payment will be made against BG (Bank Guarantee).

V.4 Limited Liability

Save and except the execution of defined scope of work under any particular engagement, the selected Agency shall be an independent Party and neither Party shall be the legal representative of the other. Further, the Personnel of the engaged Agency and other related Third Parties appointed by the engaged agency to perform any Services under the scope subject engagement, shall not be deemed as the employees of AYCL.

V.5 Rights in Intellectual Property and Material

- All the rights relating to the Trade Marks and Copy Rights in respect of consultancy work generated by the selected Agency on behalf of AYCL and/or paid for by AYCL shall vest with AYCL.
- All concepts, communications etc. created or conceived by the selected Agency on behalf of AYCL and involving name of AYCL shall not form part of any award or competition or promotion unless prior written consent of AYCL has been obtained therefor.

V.6 Confidentiality

Information provided under this Notice and subsequent Tenders/RFPs 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.

V.7 Indemnification and Arbitration

The empanelled/engaged agency 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 that through Arbitration. Chairman & Managing Director of AYCL will

be the 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.

V.8 Cancellation of Empanelment and Termination of Engagement

AYCL shall cancel the empanelment of the agency at any time, if is found that, the empanelled agency has violated or failed to comply with any condition of this Notice and/or of any subsequent RFPs/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.

V.13 Survival and Severability

In the event of the Cancellation of Empanelment and/or Termination of the Engagement, as the case may be, of, the Terms and Conditions related to “Rights in Intellectual Property and Material”, “Indemnification and Arbitration”, “Confidentiality” and “Limited Liability” 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.

V.16 Force Majeure

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

V.17 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.

V.18 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 of sole discretion to avail Services from any of the empanelled agencies as well as for inter-se allocation of assignments between two or more such agencies.
- AYCL shall have all ownership and/or license rights on all the ideas, concepts, proposals, logos, designs, scripts etc. developed by the engaged Agency during the course of it's assignment.

- The selected Agency shall in respect of the Services, obtain prior written approvals from the Designated Authorised Signatories of AYCL, in all cases, in respect of the form, the manner, the extent and the wording of all consultancy work before taking any action under the related engagement.
- 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.
- AYCL may incorporate in the Tenders, appropriate condition for Penalty for delayed delivery or 'Liquidated Damage', as may be needed on case to case basis.

Annexure I

**Expression of Interest (EOI) for Empanelment as Property Consultant Agency
of AYCL
Information - cum - EOI Sheet**

We, M/s _____, being interested in submission of subject EOI, hereby submit following information and express our interest and consent for subject empanelment:

Sl.No.	Item of Information	Submission by responding agency		
1.	a) Name and complete address (permanent and for communication) of the Agency, including, phone/mobile nos. and email id: b) Nature of incorporation (i.e., Proprietorship/ Partnership/ Pvt or Public Company etc. Any other type of Consortium is not allowed) along with Name of the Chief Executive Officer, Registration No., Corporate Identification No. etc.			
2.	i) GST Registration No. ii) PAN: iii) Trade License No. iv) Any Other important Regn. No. (e.g., Corporate Aadhar No., if available)			
3.	(Amounts to be provided in '000 Rupees) i) Net Worth ii) Annual Gross Revenue/Turnover	2019-20 AVERAGE	2020-21	2021-22
4.	Whether the agency was at any time, black listed by or debarred from doing business with any Govt. Authority/ Enterprise / Institution etc. If 'Yes', provide details.			

Sl. No.	Item of Information	Submission by responding agency
5.	Names Central/State PSE/ Central or State Govt Dept or Entity/ Autonomous Body/ Central or State Govt Institution etc., for whom similar type of engagement the Agency has completed successfully.	
6.	Details of Branch Offices and Net Working/Collaboration Arrangement for working outside Kolkata, if any (a separate sheet can be enclosed)	
7.	Details of Experience in related functions/ areas. (a separate sheet can be enclosed)	
8.	Name and Designation of the Official authorised to sign and submit this EOI with details of authorisation (i.e., by whom given, in case of a Company details of Board resolution etc.)	

NB: Responding Agencies should ensure submission of all pages (including Annexure I and II) of this Notice duly signed (with office stamp/seal) along with self-attested copies of all supporting documents, as detailed under Clause IV of this Notice (“Minimum Eligibility Criteria”).

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 Letterhead of the responding agency duly stamped and signed)

DECLARATION-CUM-CERTIFICATE
TO WHOM SO EVER IT MAY CONCERN

This is to certify that we, M/s _____, have not been penalized or found guilty in any court of Law and our entity has not been blacklisted / debarred by any Central / State Government / Central or State PSU / Bank / Govt. Institution / any regulatory authority during last three years i.e. 2019-2020, 2020-2021 and 2021-2022 and in Current Financial Year 2022-23, till date.

Further, this is to certify that our entity does not have any such legal, civil, criminal, taxation and other cases pending as on the current date, against it, that may have any impact affecting or compromising the delivery of services required, as relevant to the subject of this EOI.

We also undertake to submit to AYCL in writing, any further developments in above regards, as soon as the same arises. We understand that, in the event of our concealing of and/or failing in sharing of any such information, AYCL shall have right to instantly cancel our empanelment and/or to terminate our on-going engagement, if any.

Signature :
Name :
Designation :
Date :
Office Seal :