



ANDREW YULE & COMPANY LIMITED (AYCL)  
5/346, OLD MAHABALIPURAM ROAD,  
PERUNGUDI, CHENNAI-600096

AYCL INVITES EXPRESSION OF INTEREST REQUEST (EOI)  
FROM ELIGIBLE TRANSFORMER MANUFACTURERS  
FOR TRANSFORMER MANUFACTURING OUTSOURCING AND/OR PRE-BID AGREEMENT FOR  
ALL OVER INDIA FOR SUPPLY OF POWER TRANSFORMERS  
(2MVA TO 63MVA 11KV TO 132KV CLASS)  
FOR ELECTRICAL-CHENNAI OPERATIONS

EOI NO.: -MFG/OUTSOURCE /AYCL/E-CO/003 Dated: 21.05.2024 Due on 11.06.2024

1. About ANDREW YULE & CO LTD

History of Andrew Yule is not only about its business empire but also about the immense contribution it made towards socio-economic and industrial development of the country. It all started in 1863 when Andrew Yule, a young entrepreneur from Scotland arrived in Calcutta, the then imperial capital of India and founded the Company as a managing agency at a time when the railways, telegraph and postal services made a beginning in the country. By 1875 the Company established a substantial business interest in jute, tea, cotton, coal and insurance.

By 1902, the Company managed more than 30 businesses which included jute Mills, Cotton Mills, Tea Companies, Coal Companies, Railway Company, Printing Press and even a Zamindari Company in Midnapur District of West Bengal where the company promoted agriculture, forestry, fisheries, roads, schools, hospitals and dispensaries.

At the time of independence in 1947, the Company was at the zenith of its prosperity and influence. The Group managed about 57 Companies, provided employment to about 86 thousand people and in addition indirect employment to many more. The turnover of the Group in 1947 was Rs. 23 Crore, but what is more remarkable is the fact that amount paid to the exchequer of Rs. 1.80 Crores was one sixtieth of the Government's total current revenue at that time.

Andrew Yule & Co. Ltd., became a public sector enterprise in 1979.

The present business of Andrew Yule comprises of the Tea, Electrical and Engineering, Various changes in the economic situation as well as socio-economic conditions for the past 150 years could never dampen the tradition and heritage of the Company and its business growth. The Company always had the resilience to withstand the vicissitudes and the test of time. An example would be the remarkable turnaround by the company in 2008-09 for which it received the SCOPE Excellence Award for the turnaround category in 2009. Besides, the Company was awarded the prestigious BRPSE Turnaround Award in 2011 and also MoU Excellence Award in 2012.

Our Electrical Chennai operations occupies a significant role in T & D sector throughout the country. They are an ISO-9001-2015 accredited, having a proven track record in the field of manufacturing Transformers for more than 50 years.

The Electrical Chennai operations was established in 1957 with technical collaboration from Dornier Werke of West Germany. The unit is having state of art technology with infrastructure to manufacture & carrying out testing up to 220KV Class Transformers. Unit already executed different rating of Transformers up to 63MVA 132KV Class & 12.5MVA 220kV Class to all Major State Electricity Boards & major industries throughout the country including PGCIL, NTPC, etc. Electrical Chennai Operations carried out Dynamic short circuit tests on 51nos power transformers till date up to 31.5MVA, 132kVClass Power Transformers.

2. Objective:

The objective of this EOI is to find out suitable Transformer Manufacturing partner with whom AYCL may proceed in either of the following manner:

**Option-1: Complete manufacturing outsourcing with materials**

**Option-2: Pre-bid Agreement**

3. Expression of Interest (EOI)

ANDREW YULE AND CO. LTD (AYCL) invites EOI from eligible transformer manufactures for Empanelment for Transformer manufacturing outsourcing and/or Pre-bid agreement for all over India for supply of power Transformers (2MVA to 63MVA 11kV to 132kV Class):

Interested bidders are requested to visit <http://www.andrewyule.com/tender>, for bid documents, qualification criteria etc. Any amendment, update will be published in the above website only.

Interested manufacturers are requested to forward their EOI in sealed envelope

Super scribing "EOI FROM ELIGIBLE TRANSFORMER MANUFACTURERS FOR TRANSFORMER MANUFACTURING OUTSOURCING AND/OR PRE-BID AGREEMENT FOR ALL OVER INDIA FOR SUPPLY OF POWER TRANSFORMERS (2MVA TO 63MVA 11KV TO 132KV CLASS)" along with Demand draft of Rs.2000/- in Favor of "ANDREW YULE AND CO.LTD (AYCL)" Payable at CHENNAI, EOI's may be submitted on or before 11<sup>th</sup> June 2024 up to 5.00 PM to the below address

MANAGER-Commercial (Sales & Marketing),  
ANDREW YULE AND CO. LTD (AYCL)  
5/346, OLD MAHABALIPURAM ROAD,  
PERUNGUDI, CHENNAI-600096  
M.NO:9585726887

#### 4. SCOPE OF WORK

##### **Option-1: Complete manufacturing outsourcing with materials**

- After receipt of order from client, AYCL will send the enquiries to all empaneled manufacturer to get competitive offer.
- Empaneled manufacturer has to offer and manufacture as per AYCL's design.
- AYCL will scrutinize the offers received from all empaneled manufacturers based on the above.
- Empaneled manufacturer has to clarify all the technical and commercial points.
- If required. AYCL will negotiate with the L1 party after clearing techno-commercial aspects.
- AYCL will place the order for complete manufacturing (with materials) to the successful party if the rates are agreeable to AYCL.
- Empaneled transformer manufacturer should manufacture the complete transformer by following inspection procedures and dispatch the transformer to AYCL works or respective site as per PO.
- Empaneled manufacturer should provide back to back guarantee as per AYCL's customer's terms
- Payment will be released to Empaneled manufacture on back to back basis.
- Empaneled manufacturer should provide necessary service support, as and when required.

##### **Option-2: Pre-bid Agreement**

- AYCL will issue enquiry before submitting quotation to their client for offered rating transformer.
- Empaneled manufacturer needs to submit their quotation for the same long with required technical details to AYCL.
- AYCL will scrutinize the offers received from all empaneled manufacturers.
- Empaneled manufacturer has to clarify all the technical and commercial points.
- If required. AYCL will negotiate with the L1 party after clearing techno-commercial aspects.
- AYCL will form a pre-bid agreement with the L1 party and submit their quotation to client.
- If AYCL becomes L1 and receives order from their client, AYCL will place orders on L1 party as per the pre-bid agreement for complete manufacturing (with materials)
- Selected manufacturer should manufacture the complete transformer by following inspection procedures and dispatch the transformer to AYCL works or respective site as per PO.
- Selected manufacturer should provide back to back guarantee as per AYCL's customer's terms
- Payment will be released to Selected manufacture on back to back basis.
- Selected manufacturer should provide necessary service support, as and when required.

## 5. ELIGIBILITY CRITERIA

General requirement	i. Interested bidder may be a sole manufacturer of transformers for who is having similar experience as per the scope mentioned.
Technical Capacity	The bidder should have minimum 3 years' experience in similar work as per the scope mentioned. As a proof of experience Purchase order / performance certificate of least two similar projects in last seven financial years with the proof of continuation in business should be submitted.
Financial Capacity	The bidder should have Average Annual financial turnover of Rs: 20.00 Cr. during the last three years, ending 31st March of the previous financial year, Proof (P & L Account (or) Balance sheet) to be uploaded.

## 6. CONFLICT OF INTEREST

The selected Transformer manufacture that has a business of family relationship with such members of AYCL/it's staff who are directly or indirectly involved in this assignment will not be awarded the assignment. A declaration in this regard shall be submitted along with EOI.

## 7. DOCUMENTS REQUIRED

- a) Registration details of the of the firm/ incorporation details.
- b) Copies from the client certifying their services of the Project/ Govt. Corporation as specified in technical requirement.
- c) Brief presentation of your enterprise including number of staff, turnover, years of experience in similar business.
- d) List of present Projects/Jobs in hand
- e) List of projects/jobs completed so far.
- f) Performance certificate towards completed projects.
- g) Audited Balance sheet/ Profit & Loss account statement
- h) Copy of Certificates and license owned by Company like ISO and other quality related license.
- i) List of Manufacturing equipment
- j) List of testing equipment and calibration details.
- k) Past supply list

8. IN ADDITION TO THE ABOVE THE APPLICATION SHALL CONTAIN/ COMPLY THE FOLLOWING:

- a) Demand Draft for Rs. 2000/- (Non Refundable) towards cost of administrative and processing fee in favor of AYCL.
- b) Duly filled in application.
- c) Documentary evidence in respect of the eligibility criteria.
- d) Signed copy of this EOI, as proof of acceptance of Terms and Conditions.
- e) Declaration that the applicants have not been barred / block-listed by any central/ state government Department / Organization / PSUs. (Annexure-2)
- f) All pages of the EOI must be serially numbered, properly bounded.
- g) Details of pending litigations and contingent liability if any that could affect the performance of the applicant under the mandate, as also details of any past conviction and pending litigations against the Strategic Partner/ its partners / Agent and any area possible conflict of interest.

The above particular should be provided year wise (wherever applicable), for the last three years.

- h) The following certificates may be furnished:

“We certify that there has been no conviction by a court of law or indictment / adverse order by a regulatory authority for any offence against us. It is further certified that there is no investigation pending against us or the CEO / Directors / Managers of our concerned.

It is certified that there is no conflict of interest exist as on date and in future if such a conflict of interest arises we will intimate AYCL of the same.

Awarding of contract for manufacturing of transformer /pre bid agreement will be based on the request for proposal (RfP) to be send to the short listed bidders in the EOI and the contract will be awarded to the lowest bidder. The RfP will be issued separately of each prospective states/ SEB/ other utilities.

9. SUBMISSION OF APPLICATION

The Application shall be sealed in a single large envelope and submitted on or before the last date and time for submission of the Application as specified in this EOI. The envelop to be submitted to MANAGER-Commercial (Sales & Marketing), ANDREW YULE AND CO. LTD (AYCL) 5/346, Old Mahabalipuram Road, Perungudi, Chennai-600096 M.No:9585726887 on or before 11<sup>th</sup> June 2024 up to 5.00PM.

10. RIGHT TO ACCEPT/REJECT ANY OR ALL APPLICATIONS

AYCL reserves the right to accept or reject any or all Applications and to annul the qualification process at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

11. EVALUATION CRITERIA:

The selection of the transformer manufacturer for outsourcing of manufacturing of transformer /pre bid agreement shall be based on fulfilling the Eligibility Criteria as mentioned in clause 4, the documents submitted as required in the Annexure(s), and a presentation (if AYCL desires) before a committee that will evaluate and recommend the selection of the successful transformer manufacturing partner. The decision of AYCL in selecting the Partner shall be final and binding. AYCL may like to further negotiate and fix other terms and conditions with the successful transformer manufacturer. AYCL reserves the right to accept or reject the EOI either in part or in full without assigning any reason for the same.

12. TENURE OF ENGAGEMENT FOR EMPANELMENT

The empanelment shall be valid for a period of Three years extendable up to Two years. However, AYCL reserves the right to curtail or extend this period at its sole discretion. The agency empaneled with AYCL can also be considered as empaneled with AYCL for the same purpose at the discretion of AYCL

13. MODE OF ASSIGNING WORK:

The Company/ Agency shortlisted through above process will be empaneled with AYCL as Strategic partner as per Para 11 above, primarily for the work of Transformer manufacturing outsourcing and/or Pre-bid agreement for all over India for supply of power Transformers (2MVA to 63MVA 11kV to 132kV Class). The work will be awarded as and when the opportunity comes through calling request for proposal. The decision of AYCL will be final in this regard. Thereafter, the selected party will be required to enter into an Agreement.

14. ACCOUNTABILITY OF THE PARTNER:

Performance of the Manufacturing Partner shall be judged based on performance/ execution of work.

15. STANDARD OF PERFORMANCE:

The Manufacturing Partner shall perform the Services and carry out the obligations with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices and shall observe sound management practices. The Manufacturing Partner shall always act, in respect of any matter relating to this contract or to the services, as faithful adviser to AYCL and shall at all-time support and safeguard its legitimate interests in any dealings with the third parties.

16. CONFIDENTIALITY:

Except as provided, the Manufacturing Partner must not disclose, divulge or make public or shall personally use for his gain any of the materials, processes, accounts, transactions dealings, and information etc. without the prior written consent of AYCL. In this regard, the successful Manufacturing Partner will require to sign a Non- disclosure agreement (NDA) before issue of Award.

17. TERMINATION:

AYCL has the right to terminate the empaneled Manufacturing Partner at any time on giving notice of one month to the Partner without assigning any reason what so ever.

18. APPLICABLE LAW:

This agreement is governed by and interpreted in accordance with the laws of India for the time being in force.

19. FAIRNESS AND 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.



20. RESOLUTION OF DISPUTES:

If dispute or difference of any kind shall arise between the AYCL and the Manufacturing Partner in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultants.

If the parties fail to resolve their disputes of differences by such mutual consultation within twenty-one days of its occurrence or its intimation of occurrence whichever is later, then either the AYCL or the Manufacturing Partner may give notice to the other party of its intention to commence arbitration, as hereinafter provided, the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. Such dispute or difference shall be referred to the sole arbitrator appointed by the CMD of AYCL or his authorized representative.

The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award. The venue of arbitration shall be Kolkata (India).

APPLICATION FORM FOR MANUFACTURING PARTNER

<b>Details of the Bidder</b>	
Name of Organization	
Type of Legal Entity	
Year of Incorporation/ registration	
Registration Number	
Registered Address	
Product Range offered	
Correspondence Address & Head Office	
Certificates of Satisfactory Performance	

Declaration

(To be executed on a non-judicial stamp paper of Rs. 100/-)

I/We certify that the above information is correct and true to the best of our/my knowledge and belief. In the event of any information being found false or incorrect, action can be taken against us.

We declare that we have not been barred / black-listed by any central/ state government Department / Organization / PSUs

We also declare that there is no pending litigations and contingent liability against our company.

Place :

Date :

Signature of the applicants