



ANDREW YULE & COMPANY LIMITED (AYCL)
Yule House, 8 Dr. Rajendra Prasad Sarani
Kolkata-700001

AYCL INVITES EXPRESSION OF INTEREST REQUEST (EOI) FOR
APPOINTMENT OF STRATEGIC PARTNER FOR BUSINESS
DEVELOPMENT & IMPLEMENTATION OF MUNICIPAL/INDUSTRIAL
WATER TREATMENT EQUIPMENT/PROJECTS FOR
HUMAN/INDUSTRIAL CONSUMPTION ON BEHALF OF AYCL'S
ENGINEERING DIVISION

EOI NO.: - AYCL/HO/BD/EOI/WPC/2024 – 25/02

Dated: 05.12.2024

DISCLAIMER

ANDREW YULE & CO. LTD (AYCL) has prepared this document to give interested parties background information on the Project. While AYCL taken due care in the preparation of the information contained herein and believe it to be accurate, neither AYCL, nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or make any representations, express or implied as to the completeness of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries. Respondents will be required to confirm in writing that they have done so. The information is provided on the basis that it is not binding on ANDREW YULE & CO. LTD, any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

AYCL reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party expressing interest.

No reimbursement of cost of any type will be paid to persons or entities expressing interest.

1. About ANDREW YULE & CO LTD

History of Andrew Yule is 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. The Group managed about 57 Companies, provided employment to about 86 thousand people and in addition indirect employment to many more.

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

The present business of Andrew Yule comprises of the Tea, Electrical and Engineering. 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 BRPSE Turnaround Award in 2011 and prestigious MoU Excellence Award in 2012.

AYCL, over the years, had several technical collaboration agreements with leading manufacturers for Industrial Fan, Bag Filter and ESP, switchgears etc. In addition to this AYCL has completed several Water Pollution Control Projects with various Private & Govt. Clients across India. More details about the entire range of the Andrew Yule Group products can be seen by visiting website: www.andrewyule.com.

AYCL, in the field of Water Pollution control, has large number of installation of Cascade Aerator, Clariflocculator, Gravity Sand Filter etc. throughout India since early Nineties. List of clientele include West Bengal Power Development Corporation, National Thermal Power Station, Mahanadi Coalfields, Eastern Railway, South Eastern Railway etc. Some of the major installations done by AYCL are given below:-

Sl. No	Name of the Client	Application	Capacity of the unit	Year of completion
01	NTPC-FSTPP	Turnkey installation of Water Treatment Plant at NTPC Township Faraka including Clear Water Reservoir	4.32 MLD, Capacity 640 cu meter	1999
02	WBPDCI- Kolaghat TPS	Turnkey installation of Effluent Treatment Plant	62.4 MLD	2009
03	South Eastern Railway	Water Treatment Plant for Supplying water to Kharagpur Settlement under the jurisdiction of ADEN/Water Supply/Kharagpur.	9 MLD	Ongoing

2. **Objective:**

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

a) **For EPC Projects:**

- To support AYCL with Pre-Bid Design Engineering and Estimation.
- To support AYCL during Technical discussion with client wherever required.
- To bid for upcoming Water Treatment tenders as a consortium partner with the empaneled agency having specific expertise in any of following fields (one or more) for the purpose of formation of Consortium/ Bidding for upcoming Tenders. The said agency will support AYCL during bid preparation, estimation & bid submission based on agreed scope matrix between AYCL & Empaneled agency.

or

- To bid for upcoming WPC tender wherein AYCL will be the prime bidder & the empaneled agency will extend all its support to AYCL for bid preparation, estimation & bid submission.

b) **For Equipment/Spares supply & Supervision of erection:**

- To provide AYCL with Competitive Price offer for the items during offer stage.
- To provide technical support during erection & commissioning of the equipment/spares (if required).

The first preference for awarding work/contract for implementation would be given to the party who has initiated, prepared and submitted the proposal/project to AYCL for onward submission to the client Department/ Organization.

Pre-Bid meeting: A virtual pre-bid meeting with the prospective bidders shall be held on 16.12.24 at 03:30 PM. The bidders are required to send their queries for the pre-bid meeting to amit.dutta@andrewyule.com latest by 11.12.24. Queries received through any other means shall not be acceptable.

3. **Expression of Interest (EOI)**

ANDREW YULE AND CO. LTD (AYCL) invites EOI from eligible bidders for empanelment as their Strategic Partners for the following areas of interest:

Strategic Partner for Project on Industrial/Municipal Water Pollution Control system, Water Treatment Plant for Human, Industrial Consumption and Operation & Maintenance of Plant and Equipment

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 companies or consortia are requested to forward their EOI in sealed envelope super scribing "EOI for Strategic Partners for BUSINESS DEVELOPMENT &

IMPLEMENTATION OF MUNICIPAL/INDUSTRIAL WATER POLLUTION CONTROL EQUIPMENT/PROJECTS” along with demand draft of Rs. 2000/- * in favor of “ANDREW YULE AND CO. LTD (AYCL)” payable at KOLKATA. EOI’s may be submitted on or before 27.12.24 upto 5.00 PM to the below address:

**DGM (Business Development) WPC
ANDREW YULE AND CO. LTD (AYCL)
8, DR. RAJENDRA PRASAD SARANI
KOLKATA - 700001
TEL: (033) 2242 8210 / 2242 7722**

****Note: Those parties who have already submitted DD earlier towards empanelment with AYCL in pursuant to EOI notification no. AYCL/HO/BD/EOI/WPC/2023-24 dtd. 28.09.2023, need not to submit once again in this EOI. But they have to submit all documents in support of their eligibility even if they have submitted earlier.***

3 SCOPE OF WORK

- Providing lead on new tenders
- Support AYCL with Pre-Bid Design Engineering and Estimation
- Support AYCL during Technical discussion with client wherever required
- Guide AYCL in market intelligence in respective business areas
- Preparation of techno-commercial proposals
- Prepare competitive Price estimation
- Provide AYCL with Competitive Price offer for the items during offer stage
- Provide technical support during erection & commissioning of the equipment/spares

4 ELIGIBILITY CRITERIA

General requirement	<p>i. Interested parties may be a sole organization or a group of maximum 2 organizations coming together forming a consortium to implement the Project.</p> <p>ii. The party/ parties should be registered as a legal entity.</p>
Technical Capacity	<p>The party/ parties should be having of 5 years of experience in some or all the other fields sufficient for completion of the project in following major areas:</p> <p>a) Design, Manufacturing, Supply, Supervision of erection & commissioning of Water Pollution Control/Water Technology business along with civil & structural work, electrical & instrumentation work/Equipment & Spares supply.</p> <p style="text-align: center;">OR</p> <p>b) Operation maintenance of Water Treatment & Other Process Plant & Equipment etc.</p> <p style="text-align: center;">OR</p>

	<p>c) Design, Manufacturing, Supply, Supervision of erection & commissioning Process plants, pumping stations, piping in oil & Gas, Petrochemical, Chemical plants along with civil & structural work, electrical & instrumentation work.</p> <p>The parties intending for Consortium partnership, either of the members of Consortium partnership should produce completion certificate of installation over the period of last five years for Municipal, Industrial or other similar application etc.</p>
Financial Capacity	<p>1) The party, independently or consortium should have robust financial capacity and have average annual turnover of Rs. 3 crores during the last 3 (Three) financial years.</p> <p>2) The party independently or under consortium should submit Bank Solvency Certificate of minimum Rs. 50 lacs and of any Schedule Bank. Certificate must be issued after the date of publication of the EOI.</p>

Note: Startups recognized by the Department for Promotion of Industry and Internal Trade (DPIIT) and Micro and small enterprises as per the Department for MSME are encouraged to participate and are exempted from above qualification criteria.

5 CONFLICT OF INTEREST

The selected Strategic Partner shall not engage in activities that are in conflict with interest of the client (AYCL) under the assignment and they would not engage in any contract that would be in conflict of interest with their current obligations. The selected Strategic Partner has to submit a declaration of his family members or their business entities having relationship with any employees of AYCL else a NIL declaration needs to be submitted along with EOI.

6 DOCUMENTS REQUIRED

- i. Registration details of the constitution of the firm/ incorporation details.
- ii. Copies from the client certifying their services of the Project/ Govt. Corporation as specified in technical requirement.
- iii. Brief representation of enterprise including number of staff, turnover, years of experience in Municipal/Industrial Water Pollution Control/Technology business along with civil & structural work, electrical & instrumentation work, or Operation maintenance of etc. Process plants, pumping stations, piping along with civil & structural work, electrical & instrumentation work business.
- iv. Equipment/Spares supplied to various Plants.
- v. List of Projects/Jobs in hand
- vi. List of projects/jobs completed so far.
- vii. Organization structure and CVs of key team members;
- viii. Audited Balance sheet/ annual report for last three financial years;

- ix. Copy of Certificates and license owned by Company like ISO (specially ISO 9001 ISO 45001, ISO140001) and other quality related license if available.

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

- i. Demand Draft for Rs. 2000/- (Non-Refundable) towards cost of administrative and processing fee in favor of AYCL. (****Note: Those parties who have already submitted DD earlier towards empanelment with AYCL, in pursuant to EOI notification no. AYCL/HO/BD/EOI/WPC/2023-24 dtd. 28.09.2023, need not to submit once again in this EOI. But they have to submit all documents in support of their eligibility even if they have submitted earlier.***)
- ii. Duly filled in application.
- iii. Documentary evidence in respect of the eligibility criteria.
- iv. Signed copy of this EOI, as proof of acceptance of Terms and Conditions.
- v. Declaration that the applicants have not been barred / block-listed by any central/ state government Department / Organization / PSUs. (Annexure-2)
- vi. Undertaking that the partner is willing to furnishing Tender Fee, EMD money, processing fee and PBG etc. as required by project/client in their WPC tenders (Annexure -3)
- vii. All pages of the EOI must be serially numbered, properly bounded.
- viii. 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.

- ix. The following certificates may be furnished:

“We certify that there has not been any 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.

8 SPECIAL CONDITIONS

- EMD (wherever applicable) shall be submitted by the selected partner/ party on behalf of AYCL, while participating tenders for future WPC business
- Selected partner/ party shall be submitting back to back Performance Bank Guarantee of required amount in favor of AYCL, if contract is awarded to AYCL.

The first preference for awarding work contract for implementation would be given to the party which has initiated, prepared and submitted the proposal/ project to AYCL for onward submission to the Department/ Organization.

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 DGM (Business Development), Andrew Yule & Co. Ltd., 8 Dr. Rajendra Prasad Sarani, Yule House, Kolkata-700001 on or before 27.12.2024 upto 5.00 PM.

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 strategic Partner shall be based on fulfilling the Eligibility Criteria as mentioned in clause 4, the documents submitted as required in the Annexure(s). The committee will evaluate and recommend the selection of the successful strategic Partner. If required the participating agency may have to appear before the Committee for across the table assessment. The decision of AYCL in selecting the strategic Partner shall be final and binding. AYCL may like to further negotiate and fix other terms and conditions with the successful strategic Partner. 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 further Two years. However, AYCL reserves the right to curtail or extend this period/enlist more firms to undertake this type of work 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. AYCL reserves are right to empanel more partners during the currency of the existing panel.

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 Municipal/Industrial Water Pollution Control Projects. The work will be awarded as and when the opportunity comes through calling request for proposal or by taking presentation on approach / methodology or by one to one discussion as the requirement / situation may be. The party who is bringing the enquiry to AYCL, shall support AYCL during bid submission process with the ultimate client. This includes preparation of tentative drawings, estimation, site visit etc. Once AYCL is awarded the job by client, AYCL shall float limited tender with the empaneled agencies wherein the party who has supported AYCL during pre-bid shall have first right of refusal during finalization of the job by AYCL. 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 Strategic Partner shall be judged based on performance/ execution of work.

15 STANDARD OF PERFORMANCE:

The Strategic 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 Strategic 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 Strategic 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 Strategic Partner will require to sign a Non- disclosure agreement (NDA) before issue of Award.

17 TERMINATION:

AYCL has the right to terminate the empaneled Strategic 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. 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.

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 Strategic Partner in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultation.

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 Strategic 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 STRATEGIC PARTNER

Empanelment Format

NAME OF THE UNIT

Application for Empanelment Form

The applicants are required to furnish full information to the queries included in this form. In giving the particulars, the supporting documents/ certificates, as called for per queries at places, must be tagged with the application for evidencing the information furnished in the application for empanelment.

This application form should be submitted along with the registration fee of INR ... (Rupees) by crossed Postal Order/ Bank Draft in favour of Andrew Yule & Company Ltd.

- 1) Date of Advertisement for Registration:
 - 2) Name of the Firm in Full:
 - 3) Address of the Firm:
 - a) Registered Office
 - b) Head Office
 - c) Branches
 - d) Workshop/ Godown
 - e) Depot
 - 4) Telephone/Telegram/Fax No./E-mail:
 - a) Registered Office
 - b) Head Office
 - c) Branches
 - d) Workshop
 - e) Depot
 - 5) Status of the Organization:
 - 6) Whether Manufacturer/Contractor/: Fabricator/ Sub-contractor/ Stockist/ Agent/Dealer
 - 7) Item for which empanelment is sought:
 - 8) Banker's Name:
 - a) Name of the Branch
 - b) Address of the Branch
 - c) Account Number
- Note : Confidential Report of financial position will be requested for by AY & Co. Ltd. from the Bankers.
- 9) Trade Licence No. : (Please attach a Xerox copy)
 - 10) Factory Licence No. : (Please attach a Xerox copy)
 - 11) Whether registered as an SSI Unit. : If yes, Registration No. (Please attach a Xerox copy)
 - 12) Sales Tax Registration No. :

a) Central

b) State

(Please attach a Xerox copy of Registration Certificate)

13) I.T. Permanent Account No.

14) Photo copies of current I.T. & Tax : clearance Certificates are to be attached

15) Whether the applicant is already empaneled: in this enterprise. If so, the details are to be furnished stating the types of jobs executed, etc. i.e.

(a) Description of the job (b) Year

(c) Amount & (d) Authorized by

16) Whether the applicant is empaneled with any : other Public Sector Undertaking/ other reputed manufacturers.

If so, the details are to be furnished

17) Financial Capacity (Year)

a) Fixed Capital

b) Working Capital

(copies of Balance Sheet & Profit & Loss A/c for last 3 years should be attached)

18) Technical capacity:

(i) Tools & Equipment list (to be attached)

(ii) Manufacturing Capacity: (to be quantified)

19) Manpower on Rolls

Total Manpower in Roll

a) Skilled workers

b) Unskilled workers

c) Others

d) Supervisors

e) Engineers

20) Unskilled workers Others Supervisors Engineers: Name & Residential address of: Partners/ Directors/ Proprietors, as the case may be

21) Whether any Govt. Servant(s) or: dismissed Employee(s) of Andrew Yule & Co. Ltd./ any other Govt. Undertaking is in employment under the applicant

22) Whether the applicant or any of its Partners/ Directors has been banned or removed from the approved list of suppliers by the Enterprise or Undertaking / any other Enterprise or Undertaking in the past.

I/ We hereby certify that the particulars furnished by me/ us above are true to the best of my/ our knowledge and belief and misrepresentations of facts will render me/ us liable to any action as may be deemed fit by Andrew Yule & Co. Ltd. Unit/ Division have the sole discretion to reject or accept my / our candidature for empanelment.

Place :

(Signature of the Applicant) Official Stamp/Seal

Date :

Declaration

(To be executed on a non-judicial stamp paper of Rs. 50/- duly attested by notary public)

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 never been arrested / prosecuted or convicted by a Criminal Court or involved in any other case, registered by the police.

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 :

Signature of the applicants

Date :

Undertaking

(To be executed on a non-judicial stamp paper of Rs. 50/- duly attested by notary public)

We M/shaving our regd. office at.....affirm as under:

- 1) We confirm compliance with the scope, responsibilities and obligations as mentioned in the EoI.
- 2) We undertake to form strategic partnership with AYCL for doing Municipal/Industrial Water Pollution Control Project work in various Govt. & Private Clients and we also undertake to take Equipment/Spares supply work from AYCL if it is completely outsourced to us on back-to-back basis.
- 3) We undertake to furnishing Tender Fee, EMD money and other charges as desired by various tendering authorities in their respective tenders.
- 4) We undertake to deposit the back-to-back PBG as desired by various tendering authorities/ clients as per their WPC tenders
- 5) We undertake to bear the liaising expense, if any, during the currency of contract or thereafter
- 6) We also undertake to submit any such other documents w.r.t. the requirement of the project, if awarded, and needed by WPC.

Place :

Date :

Signature of the applicants