



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 SMART
METERS USING POWERLINE CARRIER COMMUNICATIONS (PLCC)/RF/4G OR HIGHER
COMMUNICATIONS ON BEHALF OF AYCL'S ENGINEERING DIVISION

EOI NO.:-AYCL/BD/SM/2024-25/02

Dated: 06.12.2024

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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. More details about the entire range of the Andrew Yule Group products can be seen by visiting website: www.andrewyule.com.

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

- To bid for upcoming smart meter enquiry as a consortium partner with the empaneled agency having specific expertise in the some or all of the fields for the purpose of formation of Consortium/ Bidding for upcoming Tenders and the said agency will support AYCL during bid preparation, estimation & bid submission based on agreed scope matrix between AYCL & Empaneled agency.
- To bid for upcoming smart meter tenders wherein AYCL will be the prime bidder & the empaneled agency will extend all its support to AYCL for bid preparation, estimation & bid submission. The work will be awarded to empaneled strategic partner on back to back basis through process.

2. Expression of Interest (EOI)

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

Project on Implementation of Smart Metering using Power Line Carrier Communications (PLCC)/Radio Frequency (RF)/4G or higher Communications.

Interested bidders are requested to visit <http://www.andrewyule.com/tender>, for bid

documents, qualification criteria etc. Any amendment or update will be published in the above websites only.

Pre-Bid Meeting: A virtual pre-bid meeting will be held on 17.12.2024. The interested parties shall attend the pre-bid meeting via the link mentioned below:

Google Meet Link: <https://meet.google.com/twu-idya-xdd>

Time: 3:30 PM

Interested companies or consortia are requested to forward their EOI in sealed envelope super scribing "EOI for APPOINTMENT OF STRATEGIC PARTNER FOR BUSINESS DEVELOPMENT & IMPLEMENTATION OF SMART METERS USING POWERLINE CARRIER COMMUNICATIONS (PLCC)/RADIO FREQUENCY (RF)/4G OR HIGHER COMMUNICATIONS ON BEHALF OF AYCL'S ENGINEERING DIVISION" along with demand draft of Rs. 5000/- + GST in favor of "ANDREW YULE AND CO. LTD (AYCL)" payable at KOLKATA. EOI's may be submitted on or before 30.12.2024 upto 17:00 hrs to the below address:

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

3 SCOPE OF WORK

- Providing lead on new tenders
- Guide AYCL in market intelligence in respective business areas
- Preparation of techno-commercial proposals
- Prepare competitive Price estimation
- Providing technology and hardware supply and service commissioning related to Smart Meters

4 ELIGIBILITY CRITERIA

General requirement	<ul style="list-style-type: none"> i. Interested parties may be a sole organization or a group of maximum 2 organizations coming together forming a consortium to implement the Project. ii. The Indian party/subsidiary should be registered as a legal entity and the Indian subsidiary or it's foreign technical partner should be having of minimum 3 years of experience in Smart Metering/PLCC Modem business/RF/4G or higher based Smart Metering with satisfactory performance. iii. The subsidiary companies participating in the tender, not meeting the eligibility criteria, the experience of their parent Company whether in India or abroad will be considered to determine the eligibility of the subsidiary firm. The parent company shall furnish undertaking for accepting responsibility for supplying quality PLCC/RF/4G or higher based Smart Metering devices as per specifications and execution of the contract on behalf of its India based subsidiary unit who has participated in the tender.
Technical Capacity	<p>Parties should have the following credentials also: -</p> <ul style="list-style-type: none"> 1) Domain expertise in some or all the fields viz, Design, Manufacturing, Supply of PLCC based Smart Metering end to end Solutions or PLCC Modems/RF/4G based Smart Metering over a sufficient period of not less than last 3 (three) years from the date of publication of this EOI. 2) Either of the consortium parties should have supplied at least 5 lakh PLCC/RF/4G Smart Meters or PLCC/RF/4G modems in India or Globally over a sufficient period of time of not less than last 3 (three) years from the date of publication of this EOI and should have successfully completed atleast one project on this technology in India.
Financial Capacity	<p>The party independently or under consortium should have robust financial capacity and have an average annual turnover of Rs. 5 crores during the last Three years. The Party shall be an Indian or a foreign Company furnishing its financials for its subsidiary.</p>
<p>Foreign agencies may apply through their Indian counterpart/channel partner. But in that case, the authorized channel/technical partner/s or it's foreign entity should jointly or severally fulfill the technical & financial eligibility criteria stated in the EOI. All rules of Govt. of India pertaining to foreign companies shall be applicable.</p>	

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 (Both OEM &/or it's Authorized Technical Solution partner)

- i. Registration details of the constitution of the firm/ incorporation details.
- ii. Copies from the client certifying the services of the Project/ Govt. Corporation as specified in technical requirement.
- iii. Brief presentation of enterprise including number of staff, turnover, years of experience in Smart Meter business.
- iv. List of projects/Modem PO's in hand.
- v. List of projects/PO completed so far.
- vi. Organization structure and CVs of key team members;
- vii. Audited Balance sheet/ annual report for last three years;
- viii. Solvency certificate from Bank.
- ix. Copy of Certificates and license owned by Company like ISO and other quality related license.
- x. Letter from Principle/OEM declaring that the Indian party is the authorized technological partner of the principle.
- xi. Declaration on indigenous & foreign component material to be used.

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

- i. Demand Draft for Rs. 5000/- +GST (Non Refundable) towards cost of empanelment in favor of Andrew Yule & Co. Ltd.
- 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 / black-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 Smart Meter tenders (Annexure -3)

vii. All pages of the EOI must be serially numbered, properly bounded.

viii. The methodology and approach that will be adopted in executing the assignment.

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

x. General Financial Rule of Govt. of India shall be applicable.

8. SPECIAL CONDITIONS

- a. EMD shall be submitted by the selected partner/ party on behalf of AYCL, while participating tenders for Smart Meter business
- b. 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.
- c. Selected partner/ party required to set up centralized call centers, if the same is a necessity of the project.
- d. 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 Applications 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 envelope to be submitted to DGM (Business Development), Andrew Yule & Co. Ltd., 8 Dr. Rajendra Prasad Sarani, Yule House, Kolkata-700001 on or before 30.12.2024 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), and a presentation (if AYCL desires) before a committee that will evaluate and recommend the selection of the successful strategic Partner. 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 FOREMPANELMENT

The empanelment shall be valid for a period of Three years extendable up to another 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.

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 Smart Metering 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 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.

19. FAIRNESS AND GOODFAITH:

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures 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 a 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 a 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 :

Date :

Signature of the applicants

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 Smart Meter Project work in various Govt. & Private Clients and we also undertake to take work from AYCL if it is completely outsourced to us on back to back basis.
- 3) We undertake to furnish 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 Smart Metering 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 Smart Metering.

Place :

Date:

Signature of the applicant

