



**ANDREW YULE AND CO LTD (AYCL) INVITES EXPRESSION OF INTEREST (EOI)  
FROM ELIGIBLE AGENCIES**

**FOR**

**EMPANELMENT WITH AYCL**

**TO**

**IMPLEMENT SKILL DEVELOPMENT INITIATIVES**

- |                                    |                      |
|------------------------------------|----------------------|
| 1. EOI Ref. No.                    | : AYCL/HO/SD/2023-24 |
| 2. Date of Issue of EOI            | : 05.04.2023         |
| 3. Pre-bid meeting                 | : 12.04.2023         |
| 4. Last date for Submission of EOI | : 25.04.2023         |

**ANDREW YULE AND CO. LTD.**

**YULE House, 8, Dr. Rajendra Prasad Sarani, Kolkata - 700001**

Telephone Number: (033) 2242 8210 / 2242 7722



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## 1. NOTICE INVITING EXPRESSION OF INTEREST

Andrew Yule & Company Ltd. (AYCL) invites sealed Expression of Interest (EOI) for selection/empanelment of Eligible Agencies for empanelment with AYCL to implement Skill development projects, vocational education, IEC activities, survey, Impact assessment, Technical support work, awareness creation work etc. along with / on behalf of AYCL for Central Govt./ State Govt./ any other projects.

The main objectives of the EOI are as given below:

- a) To develop skilled workforce in the sector of Electronics & Hardware, Telecom, Tourism & Hospitality, Food Processing, Agriculture, Tea Cultivation, Tea Processing, Media & Entertainment, Handicraft, Apparel, vocational education, IEC activities, survey, Impact assessment, Technical support work, awareness creation work , any other areas.
- b) To deliver practical trainings (through Lab-setup).
- c) To deliver long term career oriented skill training for lifelong learning.
- d) To deliver entrepreneurship skill development training to make the beneficiaries self-sustain.

The application must be accompanied with processing fees (non-refundable) of Rs. 5900 (Five Thousand Nine Hundred only including 18% GST) by means of DD/ NEFT/ RTGS to AYCL. Interested parties can submit their application along with copies of all required documents/profile etc. by Post/ Courier or by Hand at AYCL, Head Office on or before 25.04.2023 which shall be opened in the presence of parties or their authorized representatives on the next day i.e. on 26.04.2023.

AYCL reserves the right to accept or reject any or all applications without assigning any reason thereof. For any query and clarification kindly contact:

AGM (Business Development),  
ANDREW YULE AND CO. LTD.  
YULE House, 8, Dr. Rajendra Prasad Sarani, Kolkata - 700001 (India)  
Ph-(033) 2242 8210 / 2242 7722,  
E-Mail : [amit.dutta@andrewyule.com](mailto:amit.dutta@andrewyule.com)

1. EOI Ref. No.	: AYCL/HO/SD/2023-24
2. Date of Issue of EOI	: 05.04.2023
3. Pre-bid meeting	: 12.04.2023
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## 2. DISCLAIMER

1. The information contained in this EOI document or subsequently provided to intending applicant(s) whether verbally or in documentary form by or on behalf of Andrew Yule and CO. Ltd (AYCL) or any of its employees or officers (referred to as “AYCL Representative”) is provided on the terms and conditions set out in this EOI document and all other terms and conditions subject to which such information is provided.
2. No part of this EOI and no part of any subsequent correspondence by AYCL, or AYCL Representatives shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligations. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements.
3. The EOI document has been prepared solely to assist prospective applicants in making their decision for applicants. AYCL does not purport this information to be all-inclusive or to contain all the information that a prospective applicant may need to consider in order to submit an EOI. The data and any other information wherever provided in this EOI documents is only indicative and neither AYCL, nor AYCL Representatives, will make or will be deemed to have made any current or future representation, promise or warranty, express or implied as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a applicant(s), whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this EOI documents.
4. Neither AYCL nor AYCL representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this EOI document. Interested applicant(s) is advised to carry out their own investigations and analysis or any information contained or referred to herein or made available at any stage in the EOI process in relation to the supply. Applicants have to undertake their own studies and provide their EOIs.
5. This EOI documents is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the supply in relation to which it is being issued.
6. The information and statements made in this EOI document have been made in good faith. Interested applicants should rely on their own judgments in participating in this EOI



process. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.

7. The EOI document has not been filed, or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. AYCL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the EOI Document.
8. AYCL reserves the right to reject all or any of the EOIs submitted in response to this EOI invitation at any stage without assigning any reasons whatsoever.
9. All applicants are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. AYCL may in its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information. Unsuccessful applicants will have no claim whatsoever against neither AYCL nor its employees, officers.
10. AYCL reserves the right to modify, suspend, change or supplement this EOI at any stage. Any change to this EOI documents shall be uploaded on AYCL website [www.andrewyule.com](http://www.andrewyule.com)
11. Mere submission of an EOI does not ensure selection/empanelment of the applicants as Successful applicants.



### 3. CONTEXT

#### 3.1 INTRODUCTION:

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.

#### 3.2 OBJECTIVES:

The main objectives of the EOI are as given below:

- a) To build capacity for better employability we will train the youth in various job roles.



- b) To build capacity & mobilization among the community and trainees about the importance and necessity of vocational skill.
- c) To provide necessary guide to beneficiaries to get appropriate trainings, employment and entrepreneurship ability.

### **3.3 OVERVIEW**

- a) The Eligible Agencies will be empanelled with AYCL as Implementing Agencies (IA) for implementing Skill & Entrepreneurship Development projects, vocational education, IEC activities, survey, Impact assessment, Technical support work, awareness creation work etc. (hereinafter called as “Implementing Agency”).
- b) The organizations / agencies fulfilling eligibility criteria will be selected by AYCL as per expertise of the Eligible Agency in respective domain of Skilling, Entrepreneurship Development. AYCL will provide ranking based on scores obtained in the evaluation criteria.
- c) The 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.
- d) The Applicant Agency shall be recognized reputed Indian Not for Profit - Legal Entity - with eligibility for implementing Skill Development Projects as per latest guidelines of the MCA.
- e) The applicant(s) for selection/empanelment will be given preference for prior experience in skill development projects implemented throughout India.
- f) Interested and eligible parties under the EOI, shall be required to submit copy of each required documents before the last date & time given in this EOI documents.
- g) After scrutiny of EOI, AYCL shall shortlist the eligible applicants as per AYCL procedure and inform them.
- h) AYCL reserves the right to accept or reject any or all EOI without assigning any reason thereof. The issue of this EOI document does not in any way commit or otherwise obliges AYCL to proceed with all or any part of EOI process.
- i) The Selection/empanelment of the Implementing Agencies do not in any way commit or otherwise obliges AYCL to provide Work Order for Skill Development Project.



#### **4. SCOPE OF WORK**

- a) The selected Implementing Agency (IA) will work with AYCL to undertake various skill developments & capacity building for youth, women and other eligible candidates.
- b) The IA along with AYCL will scout for various projects for youth & women in the domains of Skill & Entrepreneurship Development in the sectors viz. Electronics & Hardware, Telecom, Tourism & Hospitality, Food Processing, Media & Entertainment, Handicraft, Apparel, vocational education, IEC activities, survey, Impact assessment, Technical support work, awareness creation work etc.
- c) The IA along with AYCL will scout for various Tenders, EOI and RFQ published by Government Agencies, Corporate Organizations.
- e) The IA will prepare the proposals for above mentioned projects and future tenders. RFQs, EOIs etc. with support from AYCL with details of Role and Responsibilities of Consortium Partners and budgets.
- f) 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. Such party will have the first right of rejection.
- g) The IA will also collaborate with AYCL on sourcing and delivering consulting/technical assistance/services that cater to corporations, Government institutions and other stakeholders in the broader ecosystem for skill development sector. The IA will prepare Agreement with Roles and Responsibilities of both the parties along with budgets.





## **5. ELIGIBILITY & EVALATION CRITERIA**

### **5.1 Eligibility Criteria:**

- a) The Applicant should be a Not for Profit Organization registered as Legal Entity under appropriate Act of the Government of India for Not for Profit Companies, Society, Trust, Foundation etc. with preferably having 05 years of work experience.
- b) This EOI is limited to single entity, the bidders have to be registered under the same name and submit only one EOI document.
- c) The Applicant should have valid 12AA and 80G Certificates.
- d) The Applicant should have positive net worth during last three financial years and should not be insolvent in the past. A certificate issued by the Chartered Accountant should be provided.
- e) The Applicant should have completed at least one Govt. Project successfully. A job completion certificate to be attached.
- f) Annual Audited balance sheets for the last three years shall be enclosed as supporting document.
- g) Applicant should not have been debarred/ blacklisted by any Govt. Department/ PSU/ Cooperative Society for corrupt and fraudulent practices and shall have to submit a declaration to this effect.



## 5.2 Evaluation Criteria:

- (i) Average annual turnover of the Applicant Agency for last 3 years - 20 marks
- |                            |   |          |
|----------------------------|---|----------|
| a. Rs. 5 Lakhs to 99 lakhs | - | 02 marks |
| b. Rs. 1 to 4.99 crore     | - | 05 marks |
| c. Rs. 05 to 9.99 crore    | - | 10 marks |
| d. Rs. 10 to 14.99 crore   | - | 15 marks |
| e. Above Rs. 15 crore      | - | 20 marks |
- (ii) No. of years of experience of the Applicant Agency in Skill Development Sector, vocational education, IEC activities, survey, Impact assessment, Technical support work, awareness creation work. - 20 marks
- |                      |   |          |
|----------------------|---|----------|
| a. 1 to 02 Years     | - | 02 marks |
| b. 2 to 05 Years     | - | 05 marks |
| c. 05 to 10 Years    | - | 10 marks |
| d. 10 to 15 Years    | - | 15 marks |
| e. Above Rs.15 Years | - | 20 marks |
- (iii) Cumulative Project contracts for Applicant Agency, since its inception. - 20 marks
- Cumulative Contracts value
- |                       |   |          |
|-----------------------|---|----------|
| a. Rs. 5 to 99 Lakhs  | - | 02 marks |
| b. Rs. 1 to 05 crore  | - | 05 marks |
| c. Rs. 05 to 10 crore | - | 10 marks |
| d. Rs. 10 to 15 crore | - | 15 marks |
| e. Above Rs. 15 crore | - | 20 marks |
- (iv) Number of Beneficiaries Impacted. -15 marks
- |                   |           |
|-------------------|-----------|
| a) 0-499          | -02 marks |
| b) 500-999        | -05 marks |
| c) 1000-5000      | -10 marks |
| d) More than 5000 | -15 marks |
- (V) Presentation - 25 marks.

Please Note:- Based on the above criteria, AYCL shall empanel number of parties based on the minimum score obtain.

## 5.3 Availability of EOI Document



- a) The EOI documents can be downloaded from AYCL's website ([www.andrewyule.com](http://www.andrewyule.com)).
- b) Original documents are required to be submitted to AGM (Business Development), Andrew Yule & Co. Ltd., Yule House, 8 Dr. Rajendra Prasad Sarani, Kolkata-700001
- c) The applicant shall bear all costs associated with the preparation and submission of the EOI. AYCL will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the EOI process.

#### **5.4 Important dates:**

Date of Uploading of Documents on AYCL's website	05.04.2023
EOI Submission Start Date and Time	05.04.2023
Pre-bid meeting date	12.04.2023
EOI submission End Date and Time	25.04.2023



## **6. TERMS & CONDITIONS**

### **6.1 General Terms:**

- a) Empanelled Implementing Agency (IA) shall agree to work in any geography allotted by AYCL.
- b) The IA will partner with AYCL and upkeep the name of AYCL during the project implementation.
- c) The IA will have its own office infrastructure and manpower for project proposal preparation and will bear the cost of project submission. After the award of the project the related costs for project implementation will be borne by the funding Agency.
- e) If AYCL has provided required infrastructure and manpower for project implementation the IA will reimburse the costs to AYCL from project budget.
- f) For any AYCL initiated projects, the project will be under AYCL brand and specified design/colour scheme provided by AYCL should be used. No other name or alternation of any forms shall be allowed to be displayed at the project location.
- g) For any third party funded project the IA and AYCL will work as consortium to implement the project as per requirements of the donor / funding Agency.
- h) If any project needs to be submitted by the IA, it will take prior approval of the Competent Authority of AYCL.
- i) The IA will ensure proper working and compliances of the project are taken care of as per government regulations as well as funding agency guidelines.
- j) The IA will submit all the necessary records of project milestones related to the project implementation to AYCL on regular basis and as and when demanded by AYCL.
- k) The IA will appoint any consortium partner or technical partner if required for any specific project as per project need with prior permission of AYCL.
- l) The IA will ensure proper transparency with AYCL at all levels.
- m) AYCL will be entitled to remuneration against services provided by AYCL for implementation of projects along with the IA and same shall be specifically mentioned in specific agreement for each project and paid to AYCL as per Agreement.
- n) AYCL may appoint its representatives, time to time, to inspect and check the relevant records of the project being implemented by the IA for AYCL.
- o) Any exchange of Manpower between AYCL and the IA for Project Implementation,



will be done through mutual consent and specific Agreement.

- p) In case of order value of above Rs. 3 Crore, Integrity Pact has to be signed by the bidder.
- q) AYCL reserves the right to seek any clarification from the bidder(s).

### **6.2 Amendment of EOI Document:**

- a) At any time prior to the last date for submission of EOI, AYCL, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify this EOI document by an amendment.
- b) Applicants are advised to keep viewing the AYCL website for any corrigendum/change.
- c) In order to provide prospective applicants reasonable time to take the amendment into account and submit the EOI, AYCL may, at its discretion, extend the last date for the receipt of EOI and/or make other changes in the requirements set out in this EOI document.

### **6.3 Period of Validity of the EOI:**

- a) The application/offers under this EOI shall be valid for 3 months from the date of submission of EOI application. An EOI valid for a shorter period shall stand rejected.
- a) In exceptional circumstances, AYCL may request the consent of the applicant for an extension to the period of EOI validity. The request and the response thereto shall be made in writing.

### **6.4 Procedure for Submission of the EOI:**

- a) The complete application in respect of this EOI shall be submitted to AGM (Business Development), Andrew Yule & Co. Ltd., Yule House, 8 Dr. Rajendra Prasad Sarani, Kolkata-700001 in a sealed envelope super-scribing “EXPRESSION OF INTEREST(EOI) FOR EMPANELMENT WITH AYCL TO IMPLEMENT SKILL DEVELOPMENT INITIATIVES”.
- b) For this EOI other forms of virtual application will not be accepted under any circumstances.
- b) Intending Parties shall submit Expression of Interest documents in original downloaded form, duly signed and stamped at each page as token of acceptance of all terms and conditions. Expression of Interest received over Fax/Email or copy of the Expression of Interest shall be summarily rejected.



- c) The application must be accompanied with processing fees (non-refundable) of Rs. 5900 (Five Thousand Nine Hundred only) (including 18% GST) by means of DD/ NEFT/ RTGS to AYCL. AYCL reserves the right to accept or reject any or all applications without assigning any reason thereof. The issue of this document does not in any way commit or otherwise obliges AYCL to proceed with all or any part of EOI process. The EOI is not the subject of any process of contract or any contractual obligations between AYCL and prospective Processor.
- d) The Expression of interest must contain the Organization name and place of business, name and designation of the Signatory and/or Contact person with Phone, Email ID and Fax Nos. and must be signed and sealed by the Applicant Agency with his usual signature.
- e) The signatory of the application for this EOI shall be authorized to sign and submit the EOI and to bind the Applicant Agency with AYCL for Implementation of Skill Development Initiatives for YOUTH & WOMEN.
- f) Each page of EOI has to be numbered consecutively and signed & stamped, as a token of acceptance of all terms and conditions.
- g) In case any documents uploaded under this EOI are found to be tempered/ modified in any manner, EOI will be summarily rejected and EOI processing fee would be forfeited and the applicant would be liable for any suitable action.
- h) AYCL reserves, at its sole discretion, the right to approve or reject any or all EOI(s) without assigning any reason.

#### **6.5 Queries on the EOI Document:**

All prospective applicants may get clarification on their queries before the last date & time of submission of the EOI, from the AGM (Business Development), Andrew Yule & Co. Ltd., Yule House, 8 Dr. Rajendra Prasad Sarani, Kolkata-700001 Email : amit.dutta@andrewyule.com .The queries received after due date/ time will not be considered.

- i. AYCL will hold a pre bid meeting, through video conferencing, with the prospective applicant(s) at the given time and date (as given in the schedule) to discuss the requirement and purpose of the EOI.
- ii. Before pre-bid meeting, queries can be sent to AGM (Business Development) via e-mail: amit.dutta@ andrewyule.com.
- iii. Only queries received before 3 days of pre bid meeting date will be entertained in the pre-bid meeting.
- iv. Maximum of two representatives of each Applicant shall be allowed to participate in the pre-bid meeting.
- v. The link for pre-bid meeting would be [meet.google.com/swx-zejo-crm](https://meet.google.com/swx-zejo-crm).



### **6.6 Authorized Signatory:**

The person signing the EOI documents should be the duly authorized representative of the Applicant and whose signature should be verified and certificate of authority should be scanned and submitted. The power or authorization or any other document consisting of adequate proof of the ability of the signatory to bind the Applicant Agency should be annexed to the EOI. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative.

### **6.7 Opening and Evaluation of the EOI:**

- a) EOI applications (complete in all respect) received along with processing fees by stipulated time will be opened and scrutinized by duly constituted committee of AYCL. The committee will examine the documents provided vis-a-viz requirements of AYCL as per terms & conditions given in this document. AYCL reserves its right to accept or reject any or all the applications without specifying any reason and/or ask for any additional and/or missing documents from the interested companies/parties. EOI received without EOI Security will be rejected straight away.
- b) During the evaluation, AYCL at its discretion may call upon the Applicant to give clarifications if required by the Evaluation Committee. The Applicants will also require to give presentations to the Committee and to respond to any question from AYCL. The place for presentation shall be conveyed to the Applicants at an appropriate date. Failure on part of Applicant to arrange the presentation and for clarification for the queries on the date & place fixed shall result in the rejection of EOI application.
- c) AYCL may consider to waive off any minor infirmity or non-conformity or irregularity in a EOI which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any Applicant.
- d) The Applicant Agency will be informed regarding acceptance of their application(s) and shall be further advised for participation in EOI process.



#### **6.8 AYCL's Right to amend the Scope of Work:**

- a) If, for any unforeseen reasons, AYCL would require to change the Scope of work, this change shall be acceptable to the Applicant without change in application submitted under this EOI.
- a) AYCL reserves the right to reject one/ all the EOIs or cancel the EOI without assigning any reasons thereof.
- b) Certificate of Incorporation/Registration, Details of Directors/Members, MOA, AOA  
by laws and any other relevant documents of the Applicant Agency as per Annexure-A

#### **6.9 Corrupt or Fraudulent Practices:**

- a) It is expected that the Applicants who wish to EOI for this supply have highest standards of ethics.
- b) AYCL will reject EOI if it determines that the Applicant recommended for award has engaged in corrupt or fraudulent practices while competing for this EOI.
- c) AYCL may declare an Applicant ineligible, either indefinitely or for a stated duration, to be awarded or contact if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contact.

#### **6.10 Interpretation of the clauses in the EOI Document**

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this EOI Document, AYCL's interpretation of the clauses shall be final and binding on all Applicants/parties.





## **7. LIST OF DOCUMENTS FOR SUBMISSION OF THE EOI**

### **7.1 Following documents have to be submitted along-with EOI in a sealed cover:**

- a) Complete EOI document stamped and signed by authorized signatory of the Corporation/Company/Firm/LLP/Trust/Society etc.
- b) Application form duly filled, stamped and signed by authorized signatory of the Corporation/Company/Firm/LLP/Trust/Society etc as per format “Annexure-I” of this EOI documents.
- c) Self attested & stamped copy of last three years till financial year audited Balance Sheet and Profit & Loss Account of the Applicant Agency including copy of ITR.
- d) Self attested& stamped copy of GST registration certificate.
- e) Self attested& stamped copy of PAN of the Applicant Agency.
- f) Self attested& stamped copy of valid Registration Certificate of the Applicant Agency.
- g) Self attested& stamped copies of project orders/Invoices which shows the experience of the applicant in skill development and CSR Projects, financial year wise, for the every financial year of the total experience up to March 2021.
- h) Self attested& stamped copy of valid address proof of the Applicant Agency. Address proof of the shall be telephone bill, electricity bill, certificate of GST registration.
- i) Self attested copy of Aadhar card of authorized signatory.
- j) Copy of the Board Resolution in favour of the Authorized Signatory.
- k) Turnover and net worth certificate for the last three financial years issued by Chartered Accountant as per format “Annexure-IV”.
- l) Self attested& stamped copy of this EOI document as a token of acceptance of terms & conditions of this EOI document.
- m) List of Directors / Partners / Members of the Applicant Agency as per attached format at “Annexure-V”.



- n) Self Declaration on letter head of the Applicant Agency that it has not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.
- o) Self Declaration on letter head of the Applicant Agency that it has not been involved in any major litigation that may have an impact of affecting or compromising participation of the party in any Government Project.
- p) Self Declaration on letter head of the Applicant Agency that it has not been prosecuted for violation of law in India or abroad and there are no Court against the Applicant Agency in any court of law.
- q) Self declaration on letter head of the Applicant Agency for not being under liquidation, court receivership and/or similar proceeding.
- r) Self declaration on letter head of the Applicant Agency for not being under a declaration of ineligibility for corrupt and fraudulent practices.
- s) Bank account details of the Applicant Agency (copy of cancelled cheque/ passbook).
- t) Undertaking for consortium as per annexure - VI
- u) Non-Refundable Participation fee:

Interested applicant(s) shall require to pay non-refundable fee of Rs.5900/- (Rs.Five Thousand Nine Hundred Only) (inclusive of 18% GST) for participation in this EOI. Fee can be paid through DD/RTGS/NEFT in favour of AYCL as per bank account details given as under: -

NAME OF THE BENIFICERY	: Andrew Yule & Company Limited
ACCOUNT NUMBER	: 0101050013341
NAME OF BANK	: Punjab National Bank
ADDRESS OF THE BANK	: N.S.Road Branch, Kolkata - 700001
IFSC CODE	: PUNB0010120

DD/ NEFT/ RTGS shall be in favor of Andrew Yule & Co. Ltd., payable at Kolkata towards EOI document Fee (Non- Refundable).

- v) Annexure-I, Annexure-II, Annexure-III, Annexure-IV, Annexure-V, Annexure-VI and Annexure VII (if applicable) duly filled in, signed and stamped.



## **7.2 Intimation to the Successful Applicants:**

- a) AYCL will intimate the successful Applicant(s) well before the validity of the EOI through email or phone.
- b) Successful Applicant will also need to sign a separate Service Level Agreement with AYCL within 5 (five) working days of selection.



## **8. GENERAL PROVISIONS AND APPLICABLE LAWS**

### **8.1 Applicable Law, Jurisdiction And Dispute Resolution**

- a) This EOI documents and award of work/Purchase order under this EOI documents shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of the Republic of India and only courts at Kolkata and High court of Kolkata shall have the jurisdiction in all the matters arising out of / touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purpose of any such proceeding. The aforementioned exclusive and irrevocable jurisdiction of aforesaid court is irrespective of place of occurrence of any course of action pertaining to any dispute between the parties.
- b) All or any dispute arising out or touching upon or in relation to the terms of this EOI documents including the interpretation and validity of the terms thereto and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended up to the date) or any statutory amendments / modifications thereof for the time being in the force. The seat & venue of the arbitration shall be at Kolkata, India and language of arbitration shall be English.
- c) There shall be separate legal clauses pursuant to award of work and same shall be incorporated in Service Level Agreement. Post award work obligations shall be dealt as per the Service Level Agreement to be executed between AYCL and successful Applicant(s) after EOI and terms & conditions of this Service Level Agreement shall prevail over the terms & condition of this EOI documents.

### **8.2 Force Majeure:**

Should any extra-ordinary and unforeseen circumstances arise, like fire, flood or any other natural calamities, strike, riot, civil commotion, epidemic, plague, accident and/or ware preventing either contracting party from fully or partially carrying out the obligations under the EOI, party so prevented shall inform in writing the other party of the causes of such failure within 3 (three) days from the beginning thereof and shall not be liable for performance of the contract wholly or to the extent of non-performance, as the case may be.

### **8.3 Holiday Listing:**

Notwithstanding anything contained in this EOI documents, AYCL's policy for Holiday- Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s)



while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, AYCL's at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force.

#### **8.4 Prevention of Fraud and Corruption:**

a) The applicant(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with AYCL. Applicant(s) agree and undertake to observe the principles/ provisions as laid down in "Integrity Pact" of AYCL (As per Annexure- VIII) during their participation in the EOI process, during the process of EOI and in any other transaction with AYCL.

b) The Applicant(s) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of AYCL's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the EOI process or during the process of EOI.

c) The Applicant(s) shall not enter with other Applicant(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of EOIs or any other actions to restrict competitiveness or to introduce cartelization in the import process.

d) The Applicant(s) shall not commit or allow any employees of AYCL to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Applicant(s) will not use improperly or allow any employee(s) of AYCL, for purposes of competition or personal gain, or pass onto others, any information or document provided by AYCL as per of the business relationship, including information contained or transmitted electronically.

e) The Applicant(s) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

f) The Applicant(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform AYCL of same without any delay.

#### **8.5 Interpretation of the Clauses in this EOI Document:**

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this EOI Document, AYCL's interpretation of the clauses shall be final and binding on Applicant(s).

#### **8.6 General Conditions:**



- a) Violation in any terms & conditions of this Agreement is not allowed.
- b) At any stage of the supply process, if it is found that Applicant(s) has given incorrect and misleading certificate/information/document(s), AYCL shall free to take suitable action including cancellation of EOI, forfeiture of security / EOI security amount etc.
- c) The current EOI shall be independent of any previous ongoing/completed contract that may have been entered into between AYCL and the Applicant(s).
- d) AYCL reserves the rights to call for any additional information/documents from Applicant(s) and same shall be submitted by the Applicant(s) to AYCL within given time period.
- e) AYCL reserves the right to cancel this EOI in totality without assigning any reason.
- f) AYCL reserves the right to increase or decrease the quantity of this EOI without assigning any reason.
- g) This EOI shall be governed and construed in accordance with the Indian Laws.



## Annexure I

Application Letter (on letter head of the Applicant Agency)

To,  
AGM (Business Development),  
Andrew Yule & Co. Ltd.,  
Yule House  
8 Dr. Rajendra Prasad Sarani  
Kolkata -700001.

Dear Sir,

I/We, submit processing fee for selection/empanelment of Non-Profit Organization - Corporation/Company/Firm/LLP/Trust/Society etc as Implementing Agency's for being implementation partner of AYCL for the project related to skill development projects.

I/We have thoroughly examined and understood all the terms and conditions as contained in the Expression of Interest (EOI) and agree to abide by them.

I/We hereby declare that the I/Corporation/Company/Firm/LLP/Trust/Society etc is duly authorized to sign and submit this application.

Yours Faithfully,

Authorized Signatory

Name :

Designation :

Mobile Number :

Email ID :

Date :



**Annexure -II**  
**Application Form**

Name of the Corporation/Company/Firm/LLP/Trust/ Society etc	
Firm type (Sole Prop/ Partnership/Corporation/Company/Firm/LLP/Trust/Society etc.	
Registered office	
Email Id of Authorized signatory	
Registration No.	
PAN no. of Corporation/Company/Firm/LLP/Trust/ Society etc	
GST Registration No.	
License/Certification, if any	
Name of Authorized signatory along with designation	
Mobile Number of Authorized signatory	
Bank Account Number	
Branch and address of Bank	
Bank IFSC Code	

Financials

(Rs. In Lakhs)

Particulars	FY-----	FY----	FY ----
Total Turnover			
Net worth			





## **Annexure –III**

### **Work Experience of the Applicant**

(If required Extra sheet may be taken for providing information)

- 1) Corporation/Company/Firm/LLP/Trust/Society etc Introduction:
- 2) Corporation/Company/Firm/LLP/Trust/Society etcis Manufacturer/Trader/Distributor:-
- 3) Name of organizations worked with :-
- 4) Organization Structure
- 5) Current operational area (State(s) wise/district(s) wise).
- 6) Areas of work done and expertise -
- 7) Detail of any infrastructure available



**Annexure-IV**

**Format of certificate to be issued by Chartered Accountant**

To,  
AGM (Business Development),  
Andrew Yule & Co. Ltd.,  
Yule House  
8 Dr. Rajendra Prasad Sarani  
Kolkata -700001.

We hereby certified that M/s..... having registered office at..... is engaged in the work of..... and their turnover and net worth for the last three preceding financial years from the above business is as per details given below :-

S. No.	Particulars	F.Y. 2018-19	F.Y. 2019-20	F.Y. 2020-21
		Value (Rs. in lakhs)	Value (Rs. in lakhs)	Value (Rs. in lakhs)
01	Total Turnover			
02	Skill Development (Turnover)			
03	Net Worth			

For (Name of the Chartered Company /Firm)

(Name of the Signing Authority) Designation

Membership  
No. Mobile  
No.:-

Place of Issue:



**Annexure-V**

**List of Directors (On the letterhead of the Applicant)**

Details of Director(s) / Partner(s)

S.No.	Name of the Director/Partner	Residential Address	Mobile No. & Email ID	Aadhar No.



## Annexure –VI

### Undertaking from Applicant (to be submitted on the letter head)

Date: -

To

AGM (Business Development),  
Andrew Yule & Co. Ltd.,  
Yule House, 8 Dr. Rajendra  
Prasad Sarani,  
Kolkata -700001.

Dear Sir,

This has reference to the EOI reference no. \_\_\_\_\_ dated .....published in the website of AYCL. In response to the said EOI, I/ we have submitted our EOI at your office.

In connection with the above EOIs, I / we hereby declare and undertake as under: -

- (i) That we are neither related to any member(s) of your Board of Directors, Members ,Officers and other employees nor do we have any financial, commercial or other interests with any of the above persons in any capacity whatsoever.
- (ii) That we have read this EOI documents completely and all terms & conditions given in this EOI documents are acceptable to me/us.
- (iii) That we have not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.
- (iv) That we have not been involved in any major litigation that may have an impact of affecting or compromising participation in this EOI.
- (v) That in case of any violations to the above declarations at any stage of the EOI, AYCL reserves the sole right to cancel the candidature under this EOI.

For and on behalf of .....

(Authorized Signatory with Corporation/Company/Firm/LLP/Trust/Society etc. seal/Stamp)

INTEGRITY PACT AGREEMENT

Andrew Yule & Company Limited (AYCL), having its Registered Office at “Yule House”, 8 Dr. Rajendra Prasad Sarani, Kolkata 700001, hereinafter referred to as "**The Principal**".

**And**

..... having its Registered Office at.....here in after referred to as "**Bidder /Contractor /Supplier /Purchaser /Service Provider**".

**Preamble**

**The Principal intends to award contract to Bidder/ Contractor/ Supplier/Purchaser/Service Provider under laid down organizational procedure, the contract for sale/ purchase of materials / goods as have been mentioned in the Purchase Order of the award and/or for obtaining service of whatever nature from the Bidder/ Contractor/ Supplier/Purchaser/Service Provider etc. the principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and fairness/transparency in relation to the said award with the said Bidder/ Contractor/ Supplier/Purchaser/ Service Provider.**

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will during the tender process treat all **Bidder/ Contractor/ Supplier/ Purchaser/ Service Provider** with equity and reason. The Principal will in particular, before and during the tender process, provide all necessary and appropriate technical, legal and administrative information related to the contract to all the said **Bidder/ Contractor/ Supplier/ Purchaser/ Service**

**Providers** the same information and will not provide to **Bidder/ Contractor/ Supplier/ Purchaser/Service Provider** any confidential / additional information through which the said **Bidder/ Contractor/ Supplier/ Purchaser/Service Provider** could obtain an unfair advantage in relation to the process or the contract execution.

- c. The Principal will exclude from the process all known prejudiced persons.
2. **If the Principal obtains information relating to the conduct of any of its employees which is a criminal offence under the relevant anti corruption laws in India or there be any substantive suspicion in this regard, the principal will inform its Chief Vigilance Officer/Vigilance Department and in addition can initiate disciplinary action.**

## **Section 2: Commitments of the Bidder/ Contractor/ Supplier / Purchaser/ Service Provider.**

1. The **Bidder/ Contractor/ Supplier/Purchaser/ Service Provider** commit to take all measures necessary to prevent corruption. It commits itself to observe the following principles during its participation in the tender process and during the contract execution.
  - a. **The said Bidder/ Contractor/ Supplier/Purchaser/ Service Provider will not directly or through any other person or firm, offer, promises or give to any of the principal's employee involved in the tender process or during the execution of the contract or to any third person any materials or other benefit which he/she is not legally entitled to in order to obtain any advantage in exchange of any kind whatsoever during the tender process or during the execution of the contract.**
  - b. **The Bidder Contractor/ Supplier/ Purchaser/ Service Provider will not collude and enter into any undisclosed agreement or understanding whether formal or informal with any other Bidder/ Contractor/ Supplier/ Purchaser/ Service Provider to impair transparency and fairness. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bid any other action to restrict competitiveness or to introduce cartelization in the bidding process.**
  - c. **The Bidder/ Contractor/ Supplier/ Purchaser/ Service Provider will not commit any offence under the said relevant IPC/PC Act; further it will not use improperly, for the purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.**
  - d. **The Bidder/ Contractor/ Supplier/ Purchaser/ Service Provider will, when presenting its bid, disclose any and all payments it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.**

2. The **Bidder / Contractor / Supplier/ Purchaser / Service Provider** will not instigate third party or persons to commit offences outlined above or be an attributory to such offences.

### **Section 3: Disqualification from Tender process and exclusion from future contracts.**

- a. If the Bidder/ Contractor/ Supplier/Purchaser/Service Provider before awarding contract has committed a transgression through a violation of Section 2 or in any other form such as to put its/their reliability or credibility as **Bidder/ Contractor/ Supplier/ Purchaser/ Service Provider into question**, the Principal is entitled to disqualify the **Bidder/ Contractor/ Supplier/ Purchaser/Service Provider from the Tender process or to terminate the contract if already signed for such reason.**
- b. If the **Bidder / Contractor / Supplier / Purchaser / Service Provider** has committed a transgression through a violation of Section 2 such as to put its/their reliability or credibility into question, the Principal is also entitled to exclude the said **Bidder/ Contractor/ Supplier/ Purchaser/ Service Provider** from future contract awarding process. The imposition and duration of the exclusion will be determined by the severity of such transgression. The severity will be determined by the circumstances of the cause in particular, the number of transgressions, the position of transgression within the company's hierarchy and the amount of damage. The exclusion will be imposed for a minimum period of 6 months and maximum of three years.
- c. The Bidder/Contractor/Supplier/Purchaser/Service Provider accept and undertake to respect and uphold the principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- d. If the Bidder/Contractor/Supplier/Purchaser/Service Provider can prove that it/they have restored/recouped the damages caused by him/them and has installed a suitable corruption prevention system, the Principal may revoke the exclusion pre-maturely subject to discretion.

### **Section 4: Compensation for Damages**

1. If the Principal has disqualified the Bidder/Contractor/Supplier/Purchaser/Service Provider from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposited/Bid Security or 3% of the value of the offer whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Bidder/ Contractor/Supplier/Purchaser/Service Provider liquidated damages equivalent to 5% of the Contract value or the amount equivalent Performance Bank Guarantee.

3. **The Bidder / Contractor / Supplier / Purchaser / Service Provider agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/ Contractor/ Supplier/ Purchaser/ Service Provider can prove and establish that the exclusion of them from the tender process or termination of the contract after the contract awarded to them has caused no damage or less damage than the amount of the liquidated damages, the Bidder/ Contractor/ Supplier/ Purchaser/ Service Provider shall compensate the principal only to the extent of the damages in the amount proved.**

#### **Section 5: Previous Transgression**

1. The Bidder/ Contractor/ Supplier/ Purchaser/ Service Provider declares that no previous transgressions occurred the last three years with any other company in any country conforming to anti-corruption approach or with any other public sector enterprise in India that could justify its exclusion from the tender process.
2. If the Bidder/ Contractor/ Supplier/ Purchaser/ Service Provider make incorrect statement on this subject, it can be disqualified from the tender process or the contract, if already awarded can be terminated.

#### **Section 6: Equal treatment of all Bidder/ Contractor/ Suppliers/ Purchasers/ Service Providers.**

1. The Bidder/ Contractor/ Supplier/ Purchaser/ Service Provider undertakes to demand from all Bidder/ Contractor/ Supplier/ Purchaser/ Service Provider a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will have the liberty to enter into agreements with identical conditions as this one with all other Bidder/ Contractor/ Supplier/ Purchaser/ Service Provider.
3. The Principal will disqualify from the tender process any or all Bidder/ Contractor/ Supplier/ Purchaser/ Service Provider who do not sign this Pact or violate its provisions.

#### **Section 7: Criminal charges against violating Bidder/ Contractor/ Supplier/ Purchaser/ Service Provider**

If the Principal obtains knowledge of conduct of Bidder/ Contractor/ Supplier/ Purchaser/ Service Provider, or of an employee or a representative or an associate of the Bidder/ Contractor/ Supplier/ Purchaser/ Service Provider which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer/Vigilance Department of the Principal.

#### **Section 8: Independent External Monitor/ Monitors**



1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally, independently and impartially. He would report to the Chairman, AYCL.
3. The Bidder/ Contractor/ Supplier/ Purchaser/ Service Provider accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder/ Contractor/ Supplier/ Purchaser/ Service Provider. The Bidder/ Contractor/ Supplier/ Purchaser/ Service Provider will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Supplier/ Purchaser/ Service Provider, if any, with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relationship between the Principal and the Bidder/ Contractor/ Supplier/ Purchaser/ Service Provider. The parties can offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes that a violation of this agreement has committed, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The monitor will submit a written report to the Chairman, AYCL, within 6 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting such problematic situations.
7. If the Monitor has reported to the Chairman, AYCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman AYCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer/Vigilance Department, the Monitor may also transmit this information directly to the Chief Vigilance Commissioner, Government of India.

### **Section 9 - Pact Duration**

This pact begins when both parties have legally signed it. It expires 12 months after the last payment made under the contract, and for all other sub-contractors 6 months after the date of contract has been awarded.

### **Section 10 – Other Provisions**

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Kolkata.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Bidder/ Contractor/ Supplier/ Purchaser/ Service Provider is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case the parties will strive to come to an agreement to their original intentions.

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(For & on behalf of the Principal)

(For & On behalf of Bidder/  
Contractor/ Supplier/  
Purchaser/ Service Provider)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1: -----

Witness 2: -----

(Name & Address) -----

(Name & Address) -----

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