



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 POLLUTION CONTROL ON BEHALF OF AYCL'S ENGINEERING
DIVISION

EOINO.: - AYCL/HO/BD/EOI/WPC/2023-24

Dated: 04.09.2023

DISCLAIMER

ANDREW YULE & CO. LTD (AYCL) has prepared this document to give interested parties background information on the Project. While AYCL have 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 or accuracy 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 and respondents will be required to confirm in writing that they have done so and they do not rely on the information in submitting an EOI. 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 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.

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, have 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:-

SI 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	WBPDCL-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:

- To bid for upcoming WPC tender as a consortium partner with the empaneled agency having specific expertise in the some or all of the above 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 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.
- 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.

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:

Project on Industrial/Municipal Water Pollution Control system 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 _____" along with demand draft of Rs.118/- (for each segment) in favor of "ANDREW YULE AND CO. LTD(AYCL)" payable at KOLKATA. EOI's may be submitted on or before 26.09.2023 upto 5.00PM 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

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 and should be having of 10 years of experience in Water Pollution Control business with satisfactory performance.</p>
Technical Capacity	<p>Parties should have the following credentials also:-</p> <p>1) Domain expertise in some or all the fields viz, Design, Manufacturing , Supply Erection & commissioning of various Water Pollution Control Plant/Equipment specially Clariflocculator, Thickener over a sufficient period of time of not less than last 5 (five) years from the date of publication of this EOI.</p> <p>2) The parties intending for Consortium partnership should produce completion certificate of installation over the period of last five years for Municipal, Industrial or other application etc. of suitable capacity of approx.2 MGD or more & produce Final acceptance certificate from their client.</p> <p>3) Parties should have sound financial health.</p>

Financial Capacity	The party, independently or under consortium should have robust financial capacity and have an average annual turnover of Rs. 20 crore during the last Three years
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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 that has a business of family relationship with such members of AYCL/it's staff who are directly or indirectly involved in this assignment will not be awarded the assignment. A declaration in this regard shall be submitted along with EOI.

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 presentation of your enterprise including number of staff, turnover, years in Municipal/Industrial Water Pollution Control (WPC) business.
- iv. List of projects in hand
- v. List of projects completed so far.
- vi. Organization structure and CVs of key team members;
- vii. Audited Balance sheet/ annual report for last three financial years;
- viii. Copy of Certificates and license owned by Company like ISO and other quality related license.

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

- i. Demand Draft for Rs. 118/- (Non Refundable) towards cost of administrative and processing fee in favor of AYCL.
- 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 been no conviction by a court of law or indictment / adverse order by a regulatory authority for any offence against us. It is further certified that there is no investigation pending against us or the CEO / Directors / Managers of our concerned.

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

8 SPECIAL CONDITIONS

- EMD 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.
- Selected partner/ party required to set up centralized call centers, if the same is a necessity of the project.
- 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 envelope to be submitted to DGM (Business Development), Andrew Yule & Co. Ltd., 8 Dr. Rajendra Prasad Sarani, Yule House, Kolkata-700001 on or before 26.09.2023 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 FOR EMPANELMENT

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

13 MODE OF ASSIGNING WORK:

The Company/ Agency shortlisted through above process will be empaneled with AYCL as Strategic partner as per Para 11 above, primarily for the work of 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 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.

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 consultants.

If the parties fail to resolve their disputes of differences by such mutual consultation within twenty-one days of its occurrence or its intimation of occurrence whichever is later, then either the AYCL or the 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

Details of the Bidder	
Name of Organization and Consortium parties	
Type of Legal Entity	
Year of Incorporation/ registration	
Registration Number	
Registered Address	
Correspondence Address & Head Office	
Does Memorandum of Association/Trust Deed/Articles of Association permit the organization to carry out the business of Municipal/Industrial Water Pollution Control Projects	

Declaration

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

Date :

Signature of the applicants

Undertaking

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