



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 INTERNET OF THINGS (IOT) ON BEHALF OF AYCL

EOI NO.: -AYCL/BD/IOT/2023-24/01

Dated: 22.11.23

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 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 the 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.

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 IOT (Internet Of Things) tender as a consortium partner with the empanelled 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 & Empanelled agency.
- To bid for upcoming IOT (Internet Of Things) tenders wherein AYCL will be the prime bidder & the empanelled agency will extend all its support to AYCL for bid preparation, estimation & bid submission.
- AYCL shall enter in a Consortium agreement with the successful bidder to participate in the upcoming IOT tenders. Draft Consortium agreement is attached along with this EOI.

2. **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 Implementation of IOT (Internet of Things).

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 04.12.23. The interested parties shall attend the pre-bid meeting via the link mentioned below:

Google Meet Link : <https://meet.google.com/jbt-wdcv-fym>

Time : 3:30 pm

Date : 04.12.23

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 IOT (Internet of Things) ON BEHALF OF AYCL” along with demand draft of Rs.118/- in favor of “ANDREW YULE AND CO. LTD (AYCL)” payable at KOLKATA. EOI’s may be submitted on or before 14.12.23 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 IOT

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 party/ parties should be registered as a legal entity and should be having sufficient experience in IOT with satisfactory performance.
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 IOT end to end solutions over a sufficient period of not less than last 1 (one) year from the date of publication of this EOI. 2) Either of the consortium parties should have supplied at least 50 lakh of IOT solutions in India or Globally over a sufficient period of time of not less than last 1 (one) year from the date of publication of this EOI.-
Financial Capacity	<p>The party, independently or under consortium should have robust financial capacity and should have positive net worth.</p>

3 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.

4 DOCUMENTS REQUIRED

- 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 your enterprise including number of staff, turnover, years of experience in IOT.
- 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 years;
- viii. Copy of Certificates and license owned by Company like ISO and other quality related license.

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

- i. Demand Draft for Rs. 118/- (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 furnish Tender Fee, EMD money, processing fee and PBG etc. as required by project/client in their IOT tenders (Annexure -3)
- vii. All pages of the EOI must be serially numbered, properly bounded.
- viii. Signed draft copy of Consortium agreement as acceptance of AYCL's terms & conditions for forming a consortium for bidding of IOT projects. (Annexure -4)
- ix. The methodology and approach that will be adopted in executing the assignment.
- ix. 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.

x. 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

6 SPECIAL CONDITIONS

- EMD shall be submitted by the selected partner/ party on behalf of AYCL, while participating tenders for IOT.
- 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.

7 SUBMISSION OF APPLICATION

The Application shall be sealed in a single large envelope and submitted on or before the last date and time for submission of the Application as specified in this EOI. The envelop to be submitted to DGM (Business Development), Andrew Yule & Co. Ltd., 8 Dr. Rajendra Prasad Sarani, Yule House, Kolkata-700001.

8 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.

9 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 .

10 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.

11 MODE OF ASSIGNING WORK:

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

12 ACCOUNTABILITY OF THE PARTNER:

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

13 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.

14 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.

15 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.

16 APPLICABLE LAW:

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

17 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 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.

18 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 consultations.

If the parties fail to resolve their disputes or 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 IOT Projects	
Number of years of operation in IOT Projects	
Name of the Organization where IOT are operational	
Number of Plants operational	
Certificates of Satisfactory Performance	

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 ataffirm 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 IOT 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 IOT 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 IOT.

Place :

Date :

Signature of the applicants

DRAFT CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is executed on this ----- day of -----, 20-- between --
----- an existing Company registered under the Companies Act, ----- having
its Registered Office and or Factory in India at ----- and/or is a wholly
owned subsidiary of -----, , a ----- having their principal place of
business at -----, (which expression shall unless repugnant to the context
mean and include its successors, successors-in-office and assigns) being represented by its
managing Director Mr. -----, hereinafter referred to as -----

AND

ANDREW YULE & COMPANY LIMITED, a Government of India Enterprise under the Ministry
of Heavy Industry, Government of India and an existing company within the meaning of
Companies Act, 2013 having their Registered Office at Yule House, 8, Dr. Rajendra Prasad
Sarani, Kolkata-700 001, being represented by its ----- Mr. -----
-, (which expression shall unless repugnant to the context mean and include its successors,
successors-in-office and assigns) hereinafter referred to as AYCL.

WHEREAS

The said ----- is in the business of Internet of Things Projects (IOT) in India in their
Registered Office as aforesaid.

The sole intention of the said ----- is to expand it's business in the sector of Internet of
Things Projects in India with the ultimate intention to expand their business in the domestic
market as well as in the international market.

----- has developed Remote monitoring of signaling asset and providing healthiness
of assets in real time on cloud/local server and using data work on early detection and
predictive maintenance of all assets which will eliminate manual inspection and lesser
equipment failure. The company offers a full line of technology in IOT for the Indian market
that have been certified by Indian Standard and are manufactured by the company in its
factory in -----, which has an existing manufacturing capacity of approximately -----
--- units per year. The company has proven its products under Indian field conditions in both
commercial installations and public pilots.

As a matter of fact AYCL intends to explore the said market forming a consortium with the
said party/s to participate in such upcoming tenders.

AYCL being existing multidivisional company, it has its own Electrical Division having
infrastructure of production like Power Distribution Transformer, Plant communication
together with Fire alarm detection system.

On being offered by the said -----, AYCL has shown its expression of interest to join
hands with the said ----- for the said IOT business.

NOW THE CONSORTIUM AGREEMENT WITNESS ARE AS FOLLOWS:

1. The ultimate purpose of this agreement is to construct a joint frame work of cooperation with ----- relating to the field of technical, marketing as well as business understanding between AYCL and
2. Immediately after arriving at a negotiated settlement in relation to this consortium agreement a MOU will be executed by and between the parties containing the project specific terms and conditions of the contract.
3. The said ----- having the above credentials in the said products/services showed its intention to expand its business by procuring orders through Public tenders, is lacking of strength to participate alone, and to undertake the project through Public Tender approached AYCL for collaborative work addressing government/owner utilities in India.
4. AYCL after considering the proposal made by ----- has decided to expand its electrical infrastructure business through joining hands with -----.
5. AYCL also is exploring opportunity in IOT business in the Indian Markets joining hands with WEBFEL has felt it prudent to join hands and participate with a company having strong technology base like ----- with ultimate intention to enter into the business of such projects as aforesaid.
6. AYCL has also after discussion agreed to work with joint consortium basis with ----- to attend the Tenders for upcoming IOT tenders for all Private/State/Central Govt./PSU projects.
7. It has been jointly decided by and between the parties that the said ----- will provide all necessary technical assistance and the services that will be needed for supplying such technology together with extending the technological know-hows of the above referred technology vis-a-vis AYCL shall provide necessary collaborative support in bidding and execution of the projects.
8. It has also been decided by ----- that it shall appoint as its sole selling agent for its products and services for the systems as aforesaid.
9. It could be conceived that India being a large developing country in this continent, the said products of IOT shall be of essential needs for the commercial purpose in the forthcoming future.
10. Be it mentioned that after execution of this presence both the parties will sit together for negotiation for revenue sharing of the projects and shall be recorded in a separate constructive/definitive agreement so that the contribution to be made by the parties hereto can be compensated by both the parties and the said constructive/definitive agreement shall be for a period of 5 years from the date of execution.
11. Till such time the constructive/definitive agreement is being executed, the parties hereto shall explore the market both in India for such projects.

Internet of Things projects with an ultimate goal of achieving and/or capitalization of the major market share in India for IOT.

12. It has also been agreed that ----- and AYCL shall work together to develop the market strategy for the ultimate sale of IOT projects in upcoming tenders in India.

13. It is hereby understood that both the parties hereto has agreed to develop a mutual beneficial relationship with an ultimate intention to retain and/or maintain long term relationship for the purpose of this project.

This Consortium agreement shall have binding effect by and between the parties on judicial obligation. A separate non-disclosure agreement will be executed by and between the parties to arrive at a mutual understanding based on which this agreement has been recorded and executed.

This consortium agreement shall be effective from the date of execution by both the parties and shall be replaced with a separate definitive agreement and/or a constructive/definitive agreement.

In case of any dispute and difference crops up by and between the parties, the parties here to shall try to resolve the same amicably, if not resolved, the disputes may be referred to the appropriate Court of Law. The Courts of Kolkata shall have exclusive jurisdiction.

IN WITNESS WHEREOF the parties hereto have put their Seal & Signature on the day, month and year written hereinabove.

For -----

1. Witness:

2. Witness: