



Invitation of Expression of Interest (EOI) for empanelment of “Consulting Firms/Agencies/Organizations/ Raw material & Tool kit Suppliers for Training and Individual Consultants”

Office Reference No: APPC/EOI/001/23

Andhra Pradesh Productivity Council (APPC)

**# Productivity House, Plot No.87,
Road No.2, Banjara Hills,
Hyderabad-500034**

Ph.: 040-23542827/9030575657

Email id: nvraoappc@gmail.com

Website: www.appc.in

Expression of Interest (EOI)

Andhra Pradesh Productivity Council (APPC)

Productivity House, Plot No.87, Road No.2, Banjara Hills, Hyderabad-500034

Ph.: 040-23542827/9030575657

Email id: nvraoappc@gmail.com

Website: www.appc.in

Andhra Pradesh Productivity Council (hereafter referred to as APPC) invites EOIs in sealed covers from reputed firms, for Empanelment of Consulting Firms/Agencies/Organizations/ Raw material & Tool kit Suppliers for Training and Individual Consultants. The details are as under:

1.	Downloading of EOI Documents from APPC website	16 th August, 2023
2.	No. of Copies to be submitted	1
3.	Tender Document Fees Including GST (for Organisation/Firms) Tender Document Fees Including GST (For Individual Consultants)	5000+900 GST =5900 500+90 GST = 590
4.	Last Date of Submission	Up to 5.00 P.M. 30 th August, 2023
5.	Address for Submission of EOI	Andhra Pradesh Productivity Council (APPC) # Productivity House, Plot No.87, Road No.2, Banjara Hills, Hyderabad-500034

All queries, if any, in connection with this EOI shall be sent to following officials (in word format) on and before 21st August, 2023. Prospective bidder is required to direct all communication related to this EOI, through the nominated Point of Contact person:

Contact : Mr. N. Venkateswara Rao
Position : Consultant -Legal
Email : nvraoappc@gmail.com
Telephone : 040-23542827/9030575657

Contents

1	APPC - Introduction.....	4
2.	Indicative Specializations / Categories for Empanelment.....	5
2.1	Conditions of Empanelment:	5
3.	Eligibility Criteria.....	7
4.	Information to Applicants	8
4.1	Period of Empanelment.....	8
4.2	EOI Processing fee & Earnest Money Deposit.....	8
4.3	Guideline for preparation of response to this EOI	9
4.4	Amendment to the information document	9
4.5	Confidentiality	9
4.6	Jurisdiction	10
4.7	Force Majeure Clause	10
5	Terms and Conditions.....	11
6	Annexures.....	13

1 APPC – Introduction

APPC is an autonomous tripartite non-profit making body established in the year 1958 by the erstwhile State Government of Andhra Pradesh. The Governing Body comprising of nominees from Government, representatives from Industries, Trade Unions, Educational and Research Institutions / Professional bodies and individuals of eminence periodically review and guide the activities of APPC. APPC had the distinction of being headed by the Hon'ble Chief Ministers and Hon'ble Ministers as President of the Council since its inception.

APPC is an ISO 9001:2015 and ISO 14001:2015 certified organization for its Quality Management Systems and Environment Management Systems respectively.

The APPC Council has been promoting Productivity Awareness in Industrial and Business Houses, Service Sectors, Government and Rural Sectors through the multifarious activities like Skill Development Trainings, HRD & Training, Impact Evaluation Studies, Assessments and Surveys, Education, Micro Enterprise Development, Rural Development Activities, Techno-Management Consultancy, Energy, Computers and Poverty Alleviation through EDPs, Skill Development Programs etc., since past six decades.

Based on its performance, APPC was adjudged as the 'Best Productivity Council' in India and we are also happy to submit that the National Productivity Council (NPC), under the Ministry of Commerce and Industry, Government of India, New Delhi has awarded "LIFE TIME ACHEIVEMENT AWARD" (2012-2013) to APPC under organization category for its valuable contribution towards the promotion of productivity movement in the Country.

2. Indicative Specializations / Categories for Empanelment

In order to cater the versatile clientele requirements, the organization is looking for reputed firms, for Empanelment of various specific domains. Therefore, APPC invites EOI from eligible for Empanelment of Consulting Firms/Agencies/Organizations/ Raw material & Tool kit Suppliers for Training and Individual Consultants. Domain Experts for empanelment of consultancy services in the various discipline as indicated below:-

1. Skill Development Programs
2. Training infra providers
3. VDP, EAC, FEDP, TEDP and WEDP
4. HRD & Training
5. Impact Evaluation Studies
6. Assessments and Surveys
7. Education/ Distance/ Online/ offline
8. Micro Enterprise Development
9. Rural Development Activities
10. Techno-Management Consultancy
11. Energy & Environment Audits
12. Computers and Poverty Alleviation through EDPs,
13. Training Raw Material Suppliers
14. Tool Kit Suppliers
15. IT Services
16. CSR Activities
17. Quality and Certifications and
18. Master Trainer & Designers for crafts

2.1 Conditions of Empanelment: -

- a) Empanelment will be done against the relevant business area. A firm can be empanelment for various business areas as indicated in above para.
- b) At this stage, there will be only technical empanelment of the agencies/suppliers/individuals with APPC & no price bids are to be submitted.
- c) As and when any such requirement arises during the empaneled period, APPC will identify the eligible agencies for that specific requirement and a price quote will be requested from the identified suitable agencies/suppliers/individuals. The empanelment partner shall respond to each request for quotation raised by APPC within stipulated time decided by APPC.

- d) Empanelment partner will require to submit updated credential (Including Financial statements and work order/ satisfaction certificate) every year to APPC not later than 31st July, 2023. APPC will review and update the credential of empanelment partner accordingly.
- e) The empaneled partners shall abide by all terms and conditions for the complete period of empanelment.
- f) The empaneled partners shall inform APPC if any opportunity for a partnership to compete for a project is realized by the partner.
- g) The empaneled partners, when participating in a tendering process in consortium with APPC, shall be responsible for any inaccurate or incorrect information furnished as part of the bid submission. Further, the empaneled partner shall solely bear the consequences of the same.
- h) Subject Empanelment of agencies/suppliers/individuals through this Application for Empanelment shall be for a period of three years from the date of empanelment. On completion of the three years period of successful empanelment, the same may be extended/ renewed for another one year at the discretion of APPC, based on the satisfactory performance of the agency and on mutual agreement.
- i) Empaneled Partner must ensure fulfilment of regulatory compliances and licenses for the services being offered for empanelment. In this regard Empaneled Partner shall indemnify APPC against any non- compliance and submit a declaration as per Annexure 3 on the company letter head duly signed by authorized signatory. Annexure-3 is attached.
- j) Empanelment as such does not guarantee award of assignments by APPC.**
- k) APPC reserves the right to delete/cancel the empanelment/stop awarding future assignments without prior notice or assigning any reasons whatsoever.
- l) The assignments shall be allotted on the basis of accepted principles as also the criteria/terms of reference specified by APPC from time to time.
- m) On award of assignments, the firm /individual will have to sign a contract, with APPC on a case to case basis and also furnish an Indemnity Bond.

3. Eligibility Criteria

The applicant will be evaluated for empanelment as a business partner, inter-alia, based on the prequalification criteria mentioned below:

S. No.	Pre-Qualification Criteria	Reference Details/ Documentary Evidence
1.	The applicant should be a legal entity registered in India. (The Agency/firms must have one year experience issuing of EOI Bid.	Certificate of Incorporation / Any other relevant document
	Individual Consultants registration certificate not applicable	N/A
2.	The applicant should be having PAN/ GST registration.	PAN/ GST Registration certificate / copies
3.	The applicant should not have been blacklisted by any of the PSUs/State/Central Govt.,	Self-Declaration on letterhead
4.	The applicant shall have an experience of similar nature of work in the relevant field.	Attach PO's/work Orders/ MOU/Agreements/orders/certificates from customers specifying "completion" or "satisfactory work in progress" and reference details with contact details of the customer.
5.	The applicant firm/ organisations only shall have at least 03 active professionals/manpower on company payroll (in the category applied for). * Individual Consultant not applicable	Certificate issued by HR / MD/CEO Authorized signatory on company letterhead
6.	The complete profile of firm should be attached	Profile of the firm
7.	A presentation regarding area of operation along with organisation credentials and capacity statement	Copy of presentation

In case of no sufficient response, or in case of good prospective partner seconded by a good presentation and along with organisation credentials and capacity statement D.G APPC reserve the right to waive off any specific or all eligibility criteria/ condition for empanelment of agency.

4. Information to Applicants

4.1 Period of Empanelment

- a) The validity period of empanelment will be 3 years from the date of Letter of Intent issued to the firm.
- b) The period of empanelment may be extended YoY basis as mutually agreed between APPC and the empaneled partner.
- c) APPC will review the performances of the Empaneled Partners on Quarterly/Half-yearly basis taking into account the market potential and development. However, APPC reserves the right to terminate empanelment any time after reviewing One Year Performance of the Partner.

4.2 EOI Processing fee & Earnest Money Deposit

- a) Tender document fee/cost is non- refundable.
- b) The applicants shall hold the offer open for a period of 180 days from the date of opening of EOI. It being understood that that after submitting the response to this EOI, it will not back-out from his offer or modify the terms and conditions thereof. If the applicant fails to observe or comply with the foregoing stipulation, the aforesaid amount deposited as Earnest Money shall be liable to be forfeited by the APPC.
- c) The Earnest Money should be furnished in the form Demand Draft (DD) or online transfer of amount in our Bank account (Rs 5000/- Plus 18% GST = Total 5900/- for Firms/Organisations) and (Rs.500/- Plus 18% GST =Total 590/- for Individual Consultants) for EOI tender document fee for further processing along with respective DD and UTR numbers of the transaction shared with the bid in hardcopy.

The details of the Bank account are given below:

Account Name	Nature of A/c	Bank	Branch Name	Account No.	IFSC
Andhra Pradesh Productivity Council	Current	Union Bank of India	Jubilee Hills	021831043001640	UBIN0802182

4.3 Guideline for preparation of response to this EoI

Applicants are requested to follow the below guidelines while preparing their responses to EoI.

- a) The EoI should be in the format provided in Annexure 1. Any EoI not found responsive to the details mentioned in this document may be rejected.
- b) The applicant is requested to review the response before submission as the submitted response shall be considered final and no revision will be permitted.

4.4 Amendment to the information document

APPC may, for any reason, whether at their own initiative or in response to a clarification requested by an interested applicant, modify this document through amendment. In such case, the following rules will apply:

- a) Any amendment shall be issued in writing through addenda.
- b) Amendment shall be hosted on APPC's website. Any Applicant who wishes to receive the Amendment via email can send an email to the email address indicated in the Notice section requesting for the same.
- c) Any such modification will overrule the original version and previously modified version.
- d) APPC, at its discretion, may extend the deadline for submission of EoI, after considering the materiality of the amendment.

4.5. Confidentiality

The empaneled Business Partner and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of APPC or its clients without the prior written consent of APPC.

4.6. Jurisdiction

The parties through respective signatories shall settle any dispute or disagreement with respect to performance, non-performance or defective performance of respective obligation amicably. In the event of disputes remaining unresolved, the parties shall refer the matter to a single arbitrator under arbitration law that may be applicable, whose appointment shall be done by Director General, APPC. The place of arbitration shall be Hyderabad and the language used shall be English.

4.7. Force Majeure Clause

If at any time, during the continuance of this contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earthquakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/ regulations, order of requisitions issued by any Government Department or Competent Authority of acts of God (here-in- after referred to as event) then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non- performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by APPC and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may at its option terminate the Contract provided also that if the contract is so terminated under this clause APPC may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

5. Terms and Conditions

- a) The empaneled partner needs to sign a Non-Disclosure Agreement (NDA) with APPC as per APPC's policy.
- b) APPC reserves the right to accept or reject any or all application(s) without assigning any reason whatsoever. APPC's decision in this regard shall be binding and final.
- c) The bidder should furnish a list of its Partner's/Directors and a declaration that such partners/Directors has no interest in any other bidders in respect of the same tender.
- d) Business partners will be empanelled based on the eligibility criteria mentioned in the EoI document considering the skill matrix, financials and past experience of the firms.
- e) If the empaneled partner doesn't not respond to the enquiries on three different occasions or express their inability to quote for enquiries, APPC reserves the right to cancel its empanelment.
- f) If the business partner is unable to quote against any query floated by APPC, regret letter must be sent, failure to do so repeatedly may result in deletion of the business partner's name from the approved list of Business Partners.
- g) Wherever required, specific MoU/agreement will be signed with respective partner for specific business opportunity (RFP/Tender/Bid).
- h) The applicant after submitting the response to this EoI, agree with APPC for honoring all aspects of fair trade practices.
- i) The applicant shall bear all cost associated with the preparation and submission of the response to this EoI.
- j) The lock-in period for empanelment will be one (01) year, after one year in case any partner wishes to withdraw/exit empanelment, the same can be done by giving a written notice of 3 months, provided there are no obligations pending on the part of bidder.
- k) Based on the involvement of the Business Partner in various stages of converting/bringing business, suitable preference will be given to the concerned business partner in terms of higher lead factor during evaluation from selected business partner.

- l) The empanelment **partner** shall be responsible for quality assurance and for assuring that the work conforms to the requirements of specific Contract. The empanelment partner shall maintain an effective and economical quality control program planned and developed in conjunction with other Contractor functions necessary to satisfy this Contract's requirements.
- m) The empanelment partner shall ensure that all equipment, **material and supplies are provided according to the specification of tender or award letter. In case of any deficiency on account of substandard material or quality issue the empanelment partner will be responsible for a penalty of 200% of value of such material, equipment or supplies.**
- n) The work performed by the empaneled partner shall be at risk of the empaneled partner exclusively. To the fullest extent permitted by law, empaneled partner shall indemnify, defend (at empaneled partner's sole expense) and hold harmless APPC, the Owner (if different from APPC), affiliated companies of APPC, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgements, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the work performed, materials furnished, or services provided under this empanelment by empaneled partner or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of empaneled partner, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Misconduct of Indemnified Parties. The empanelment partner shall sign a indemnity bond for each award letter accordingly.
- o) The empaneled partner represents and warrants that all materials, labor and/or systems furnished by the empaneled partner in connection with the any work assigned by the APPC shall be free of defect for a period of one year or defect liability period as identified in award letter. If a defect of material or workmanship occurs within the one year period or defect liability period as identified in award letter, the Employer/ APPC will notify the empaneled partner of such defect and upon receipt of such notice, the empaneled partner

shall immediately, at its expense, act to satisfactorily repair and/or replace the defective material and/or workmanship and/or systems.

- p) The empaneled partner represents and warrants that it will comply all applicable rule and regulation such as labor law, safety standard, and environment law and other applicable rules and regulations.

6. Annexures

6.1 EOI Format

The response to the EOI needs should cover following and should reach APPC before the submission Timeline. APPC reserves the right to reject any response received after the mentioned deadline.

- a) The cover letter in the format mentioned in Annexure 2 should be part of the expression of interest being submitted. Duly signed by Authorized Signatory of the Company. The power of Attorney in favor of Authorized Signatory issued by competent authority shall be part of the proposal.
- b) Application must include the EOI tender fees amount (DD/UTRs number of online transaction to be submitted in hardcopy/shared on mail tender fee. The amount of Tender fees to be submitted in bank account as mentioned above.
- c) The applicants need to provide all the reference details/documentary evidences required to fulfill the eligibility criteria as applicable. The applicant is expected to submit evidences to meet all the eligibility criteria mentioned in Section 3.
- d) The applicants need to provide the details of the point of contact who shall be contacted from APPC for any matter pertaining to the empanelment or the EOI process in the future.
- e) Applicants required to fill the form given below which would capture the category(s) in which the applicant wants to get itself empaneled with APPC. The form would also capture the applicant's profile as per Annexure -1 (A)

6.2 Annexure 1 (A)

Company Profile & Mandatory Information

(Duly filled to be submitted along with EOI as First Page / INDEX of the Proposal)

Sr No.	Item	Description	Particular/ Reference	Submitted at Page No
1.		Name of the Company		
2.		Power of Attorney duly signed by the competent authority in favor of Authorized Signatory		
3.		Covering Letter as per Annexure-2		
4.		EOI Fees (Rs.5900) - (Bank Name, UTR Number, Date and IFSC Code)	DD No or UTR No./Date/ Bank Name /IFSC code	
5.	Establish Firm (The firms must have one year experience date of issuing EOI document)	The applicant should be an established firm operating in India. Certificate of Incorporation / Any other relevant document to be submitted.	Certificate of Incorporation issued on	
	Individual Consultants	The Individual Consultant shall submit detailed profile only	Detailed profile	
6.	Turnover/ Net Worth	For the last 3 financial years 2020-21 2021-22 2022-23	Format for CA certificate as per Annexure- 5	
7.	GST & PAN	The applicant should be having GST and PAN certificate / copies to be submitted.	GST & PAN Registration certificates	

8.	Not Blacklisted	The applicant should not have been blacklisted by any of the PSUs / State/ Central Govt., for the past 2 years Self Declaration to be submitted.	Self-certificate duly signed on company letter head	
9.	Employee Strength		Team Composition Details Of Key Expert as per the Annexure-7	
10.	Declaration on Indemnification	Empaneled Partner must ensure compliance of Regulatory Compliances & License for the Services being offered for. In this regard Empaneled Partner shall indemnify APPC against any non-compliance and submit a declaration.	Declaration on firm/agency letterhead as per Annexure- 4	
11.	Annexure-3: Non-disclosure Agreement (NDA) Format	Duly signed by the authorized signatory		
12.	Profile Information	Status of Applicant (Partnership, Public/ Private/Company /Society/ NGO etc.)		
13.		Owner / CMD of the company	Name: Designation:	
14.		Details of the concerned SPOC (Name/Designation/email/contact)	Name : Designation: Email:	

15.		Bank details	Name of the Bank : Account No. : ISFC Code:	
16.		Number of Years of Experience	From date of Incorporation _ _____Years	
17.	Specialization for Empanelment	<p>Area chooses for empanelment: Please tick the relevant area</p> <ol style="list-style-type: none"> 1. Skill Development Programs 2. Training infra providers 3. VDP. EAC, FEDP, TEDP and WEDP 4. HRD & Training 5. Impact Evaluation Studies 6. Assessments and Surveys 7. Education/ Distance/ Online/ offline 8. Micro Enterprise Development 9. Rural Development Activities 10. Techno-Management Consultancy 11. Energy & Environment Audits 12. Computers and Poverty Alleviation through EDPs, 13. Training Raw Material Suppliers 14. Tool Kit Suppliers 15. IT Services 16. CSR Activities 17. Quality and Certifications and 18. Master Trainer & Designers for crafts 	Experience in similar projects as per Annexure- 6	
18	Presentation on organisation credentials and capacity statement			

6.3 Annexure 2:

Cover Letter Format
COVERING LETTER (to be on company letterhead)

Date:...../...../2023

Offer Reference No: APPC/EOI/001/23

To,
Director General, APPC,
Productivity House, Plot No.87,
Road No.2, Banjara Hills,
Hyderabad-500034

Dear Sir,

Sub: Empanelment of Consulting Firms/Agencies/Organizations/ Raw material & Tool kit Suppliers for Training and Individual Consultants -Reg.

Having examined EoI document bearing the reference number APPC/EOI/001/23 dated .../ .../ 2023 released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to empanel our organization as a Business Partner in conformity with the said EoI.

If our offer is accepted, we undertake to abide by all the terms and conditions mentioned in the said EoI over the period of empanelment.

We have enclosed a DD/ UTR numbers of online transaction in APPC bank account in lieu of Tender Document Fee for/- (INR Only) in favor of APPC.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said EOI, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our EoI is liable to be rejected.

Date:

Signature With seal

Name: _____

Designation: _____

6.4 Annexure-3 :

Non-Disclosure Agreement (NDA) Format

CONFIDENTIAL AND MUTUAL NON- DISCLOSURE AGREEMENT

Format will be shared with successful empaneled bidder only

6.5 Annexure 4

(To be on company letter head)

Offer Reference No: APPC/EOI/001/-23.....

Date:/...../2023

To,
Director General, APPC,
Productivity House, Plot No.87,
Road No.2, Banjara Hills,
Hyderabad-500034

Dear Sir,

Sub: Declaration on Indemnification-Reg.

We, undersigned, offer to empanel our organization as a Business Partner in conformity with the Terms and conditions of the EoI. As per term & conditions of the EOI, we hereby undertake to fulfil regulatory compliances and License for the services being offered and, in this regard, we indemnify APPC against non-compliance on our part.

Date:

Signature with seal –

(In the box)

Name: _____

Designation: _____

6.6 Annexure 5

FORMAT FOR CA CERTIFICATE

We hereby certify that average revenue from advisory services to state/ central government / Multilateral Organisations in the last three financial years (2020-21, 2021-22, 2022-23) is as is specified below.

Sr No.	Financial Year	Turnover (In Lakhs)
1.	2020-21	
2.	2021-22	
3.	2022-23	
	Total	

Yours faithfully,

For

Chartered Accountants

Membership Number-

Date-

Place

EXPERIENCE IN SIMILAR PROJECTS

Sr. No	Name of the Project	Project Details (such as Client, Location, Area etc.,)	Extent of the Project State	Services Undertaken	Relevant Document Enclosed as Proof of Experience*

*** The claimed experience shall be supported by documentary evidence i.e. work order/Agreement/ completion certificates, etc.**

Signature With seal

Name: _____

Designation: _____

6.8 Annexure 7

TEAM COMPOSITION ~ DETAILS OF KEY EXPERT

1. Proposed Designation of Key Expert:

2. Name:

3. Date of Birth:

4. Nationality:

5. Key Expertise:

6. Proposed Role/ Responsibilities:

7. Educational Qualifications (including Year of Completion)

8. No. of Years of Professional Experience:

Years (From - To)	Organisation	Designation

9. Specific Experience:

Year of Experience	Project	Client	Role of Key Expert

Note: The Key Expert's profile shall be restricted to above details only.