#### APITCO LIMITED # 5-9-58/B, 8<sup>th</sup> Floor, Parisrama Bhavanam, Fateh Maidan Road, Basheerbagh, Hyderabad- 500 004



### NOTICE INVITING APPLICATIONS FOR EMPANELMENT

APITCO Invites applications from Interested Business Associates, Project Management Consultants (excluding construction), Service Providers, Training Providers, Institutions and Individual consultants, on Pan India basis, in about eighteen business areas pertaining to APITCO's Verticals for Empanelment. For eligibility criteria, terms & conditions, areas of operations and prescribed application form, please visit <u>www.apitco.org</u>



# NOTICE INVITING APPLICATIONS FOR EMPANELMENT OF

## "Business Associates, Project Management Consultants, Service Providers, Training Providers, Institutions and Individual consultants"

APITCO invites applications, on Pan India basis, from Consulting Firms/Agencies/ Organizations& Individual Consultants in various consultancy domains and services.

APITCOwas incorporated in 1976 as a Technical Consultancy Organization (TCO) with IDBI as lead promoter. The organization is now jointly promoted by all-India financial institutions (SIDBI, IFCI, ICICI), Government Corporations (APIDC, APSFC) and Public Sector Banks (State Bank of India, Andhra Bank, Indian Bank & Syndicate Bank).

APITCO provides diverse Technical, Management & Development Consulting services to Government&Industry. Since inception, it has been offering diversified consulting services for promotion and growth of micro and small & medium enterprises.

APITCO has executed assignments across India, Middle-east, far-east and few countries in the African continent. Key clientele include Ministries of the Government of India, State Governments Departments, Multilateral Agencies, Development Financial Institutions, Regulatory Bodies, Banking & Financial Institutions, Public & Private Sector Corporations, and Municipal Corporations/Urban Local Bodies and Prospective Entrepreneurs.

APITCO's Services include:

- Skill Development & Training
- Micro-Enterprise Development
- Entrepreneurship Development
- Industrial Cluster Development
- Project Related Services
- Project Management Consultancy
- International Development Activities
- Asset Reconstruction & Management
- Industrial Market Research
- Infrastructure Planning & Development
- Food & Agri Business Management
- Tourism Infrastructure Development
- Human Resource Consulting
- Development Monitoring & Evaluation
- Energy & Power Management
- Environment & Resource Management
- Innovation & Technology Management
- Urban Planning & Development

Interested Organizations/Agencies/Individual Consultants may send their applications as per the prescribed formats. For further quires mail to: <a href="mailto:empanelment@apitco.org">empanelment@apitco.org</a> call on 040-23237981

### B. Project Management Consultants

Terms & Conditions for Empanelment of Project Management Consultants

### 1. Purpose

APITCO proposes to form a panel of independent and competent Consultants/Firms as Project Management Consultants

### 2. Scope of work

- A. <u>No</u>major civil works or construction contracts envisaged.
- B. For the business verticals of APITCO having potential for PMC the following scope of work,
  - a. Feasibility Studies
  - b. Preparation of Master Plan
  - c. Conceptualization of Schemes
  - d. Engineering Designs
  - e. Bid Preparation
  - f. Techno Commercial Evaluation
  - g. Award of Work
  - h. Implementation and Monitoring
  - i. Quality Assurance and Inspection
  - j. Bid-process & Transaction Advisory
  - k. Third Party Monitoring & Supervision
  - I. Lenders Independent Engineering Services
  - m. PMC for PPP, EPC and Turnkey projects
  - n. Independent Opinion/ Independent Reports

Envisaged business operations for PMC include:

Micro-Enterprise Development, EntrepreneurshipDevelopment, Industrial Cluster Development, Project Related Services, Project Management Consultancy, Infrastructure Planning &Development, Food&Agri Business Management, Tourism Infrastructure Development, Energy& Power Management and Urban Planning & Development

- 3. Minimum Eligibility
- ✓ Individual/Sole Proprietorship Firm, Partnership Firm/Limited Liability Partnership, Registered Companies. MSME registered Companies and 'Start-Up' Companies are also encouraged to apply
- ✓ Companies should be registered under the required Company's Act 2013. In case of partnership firm, any one of the active partners should possess such registration; In case of Company any one of the executive directors should possess such registration.
- ✓ Should be in business for at least, five years and have all India Presence. Prior experience in the similar activities is mandatory.
- ✓ The Company should have completed at least five projects in the relevant sector successfully
- ✓ The Applicant should confirm having PAN, TAN and GST
- ✓ Startup firms will be encouraged on separate terms & conditions
- 4. General guidelines
  - The application shall be submitted in accordance with the following guidelines:
  - i. Application shall be submitted in the format prescribed in Annexure-A.
  - ii. The application shall be unconditional; otherwise it would be liable for rejection.
  - iii. All the information/details are to be supported by authentic documents duly certified by the Applicant.

- iv. Applications shall be submitted in a sealed envelope titled 'Application for Empanelment of Project Management Consultants of APITCO'.
- v. Application shall be submitted to

APITCO Limited # 5-9-58/B, 8<sup>th</sup> Floor Parisrama Bhavanam Fateh Maidan Road, Basheerbagh, Hyderabad – 500 004

Ph.: 040-23237981 Email: <u>empanelment@apitco.org</u>

- 5. Period of empanelment
- 1. Project Management Consultants shall be empaneled for a period of 3 years. The performance as 'empanelled Project Management Consultants' shall be reviewed annually by APITCO. APITCO reserves its right to de-list the name of the consultant at any stage, by the competent authority of APITCO at its own discretion without assigning reasons thereof.
- II. Selected Consultant/firm will be required to sign an agreement/MoU (as applicable) with APITCO for a period of Three years for empanelment.
- III. Service Level Agreement (SLA) is to be signed for each assignment with specific terms and conditions applicable to that project.

### 6. Declaration

Project Management Consultantsare required to submit the declaration along with the application format.

- 1. I/We declare that the particulars furnished above are true to the best of my/our knowledge and belief, and any incorrect information furnished may lead to cancellation of my/our application for empanelment with APITCO.
- 2. I/We understand and accept that empanelment shall be at the discretion of APITCO as per requirement and APITCO has a right to reject our application without assigning any reasons therefore.
- 3. I/We shall submit the reports as per standard formats prescribed by APITCO with correct and full information and without negligence;
- 4. If my/our application for empanelment in APITCO is considered favorably, I/we shall abide by all the terms & conditions stated herein as well as other terms & conditions prescribed by APITCO from time-to-time;
- 5. I/We understand that Empanelment as such does not guarantee award of assignments by APITCO;
- 6. I/We understand that Entrustment of assignment is subject to periodical review by APITCO;
- 7. I/We understand that APITCO reserves the right to delete/cancel the empanelment/stop awarding future assignments without prior notice or assigning any reasons whatsoever;
- 8. The assignments shall be conducted on the basis of accepted principles as also the criteria/terms of reference specified by APITCO from time to time;
- 9. I/We shall maintain secrecy of the business allotted by APITCO;
- 10. Under no circumstances, I/we shall use the name or logo of APITCO in my/ our correspondence with other parties;
- 11. If any wrong conduct of operation is detected, I/We hereby consent that APITCO may take steps as deemed fit;
- 12. I/We undertake to keep APITCO informed of any events or happenings which would make me ineligible for empanelment as consultant/firm;
- 13. I/We have not concealed or suppressed any material information, facts and record and I have made a complete and full disclosure;
- 14. I/We shall strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988";
- 15. I/We am/are a citizen/incorporated/registered in India;

- 16. I/We have not been convicted of any offence and sentenced to a term of imprisonment;
- 17. I/We have not been found guilty of misconduct in professional capacity; or have not been black-listed by any Government or CPSE organization.
- 18. I/We have not been convicted of an offence connected with any proceeding under the Income Tax Act 1961, Wealth Tax Act 1957 or Gift Tax Act 1958, GST or other related Tax matters.

Date:

Place:

Signature of the Applicant (With Rubber Stamp)

(To be signed by the individual/ authorized signatory of the firm/ company)

# APPLICATION FOR EMPANELMENT

Form for Project Management Consultants:

Sr.	Particulars		Description	
No				
1	Name of Firm			
2	Constitution of Firm			
3	Date of Incorporation			
4	Office Address			
5	Telephone			
6	Fax			
7	Email ID			
8	Website			
9	PAN			
10	TAN			
11	GST			
12	Years of Experience			
13	Number of Consultants			
14	Head of Organization			
15	Key Contact			
16	Financials for past three	Turnover/Income	Net-worth	PAT
	years			
17	Offices Locations /			
	Operations in India and			
	Overseas (List)			

Form for Individuals:

Sr.	Particulars	Description
No		
1	Name	
2	Date of Birth	
3	Nationality	
4	Present Location	
5	Address	
6	Telephone	
7	Email ID	
8	Mobile	
9	PAN	
10	GST	

11	Years of Experience							
12	Educational Qualifications		(in reverse chronological order including					
				matriculation)				
	Degree / Certificate Unive		ersity/Board	Year		Specialization	Percentage	
13	Work Experience							
	Organization	Designation		Year	Year		Role & Responsibility	
	_	_		from	to		-	-

# Areas of Experience

# (Tick Accordingly)

1	Micro Enterprise Development	
	Hand-holding of MICRO – Entrepreneurs	
	Rural industrialization Programme	
	Micro Enterprise Development through CSR and PPP Mode	
	Livelihoods & Income Generation Support Activities (IGSA)	
2	Entrepreneurship Development	
	EDP, TEDP, Women EDP's	
	Faculty EDP refresher Programme	
	Management Development Programme for Micro-Entrepreneurs	
3	Industrial Cluster Development	
	Carrying out Cluster Diagnostic Studies and Detailed Project Report	
	Implementation of MSME-CDP, Handloom, Handicrafts & Rural Cluster	
	Identification & Feasibility of New Industrial Cluster	
	Implementation of Business Development services (BDS) in Cluster	
	DPR preparation for Common Facilities Centres (CFCs)	
	Project Management Consultancy for Cluster Development Activities	
4	Project Related Services	
	Techno Economic Viability (TEV Studies)	
	Feasibility Studies	
	Detailed Project Report Preparation	
	Re-structuring turnaround & Revival Strategy	

Technical & Financial Due diligence Reports

- 5 Project Management Consultancy
   Bid-process & Transaction Advisory
   Third Party Monitoring & Supervision
   Lenders Independent Engineering Services
   PMC for PPP, EPC and Turnkey projects
   Independent Opinion/ Independent Reports
- 6 Food & Agri Business
  Feasibility Reports
  Preparation of Detailed Project Reports
  Techno-Economic Viability Studies of Food & Agri Projects
  Food & Agri Sector Programme Evaluation & Policy Studies
  PMC for Mega Food Parks, Abattoirs & Cold Chain Projects
  Food Sector EDPs
- 7 Infrastructure Planning & Development
   Feasibility Studies for Infrastructure Projects
   Industrial Perspective Planning
   Detailed Project Reports for Industrial Parks
   Master Plan DPR Preparation
- 8 Tourism Infrastructure Development
   Appraisal of Tourism Projects
   Feasibility & Detailed Project Reports
   Architectural & Design Services
   Rural, Heritage Conservation & Eco-Tourism Projects
   Project Monitoring Services
   9 Energy & Power Management
- Energy Auditing, Efficiency & Conservation Green House Gas (GHG) Monitoring Renewable Energy Project Development Energy Programme Evaluation & Policy Studies

Training & Capacity Building
De-centralized Distributed Generation (DDG) Projects
Execution of Turnkey Projects
ESGs/PAT, RECES/RPO & Power Trading
Urban Planning & Development
Feasibility Studies for Urban Infrastructure Projects
Transaction Advisory for Urban Infrastructure Projects
Third Party Monitoring & Supervision of Urban Projects
Smart Cities Project Development

Urban Development Programme Monitoring & Evaluation

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### <u>AGREEMENT</u>

THIS AGREEMENT is entered into this -----day of ------ 2018 between the APITCO Ltd having its Corporate Office at # 5-9-58/B, 8<sup>th</sup> Floor, Parisrama Bhavanam, Fateh Maidan Road, Basheerbagh, Hyderabad- 500 004, herein after referred as 'APITCO' on one side

and

Business Associate/ Project Management Consultant / Service provider / Individual Consultant / Consulting Firm ------, herein after referred as 'Party' on the other side,

WHEREAS, APITCO wishes to have the 'Party' perform the Assignment and the 'Party' is willing to perform this Assignment,

Now, therefore, both the parties hereby agree as follows:

1. Services:

- (i) 'APITCO' would award the work to the 'Party' after following due procedures on merit, ascertaining the capacities and work track record
- (ii) Service Level Agreement (SLA) would be signed between both the parties for each assignment
- (iii) "Terms of Reference and Scope of Assignment," with time limits will be part of SLA
- (iv) Payment terms, schedules, penalties and rewards will be spelt out in the SLA
- (v) 'Party' shall provide the details of personnel to perform the Assignment
- (vi) 'Party' shall submit to the APITCO the reports in the form and numbers and within the time periods specified and also as per the SLA (Service Level Agreement)
- (vii) This agreement will form part of the SLA/s (Service Level Agreement)
- 2. Performance Standards

The 'Party' undertakes to perform the Assignment with the highest standards of professional and ethical competence and integrity. The 'Party' shall promptly but not later than 3 days replace any employee(s) assigned under this Contract that APITCO considers unsatisfactory.

3. Confidentiality

The 'Party' shall not disclose any proprietary or confidential information relating to the services under this Agreement or APITCO's business or operations, data without the prior written consent of APITCO. A NCNDA (Non-circumvention Non-Disclosure Agreement) may be signed between parties in this regard at the APITCO's discretion.

### 4. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the 'Party' for APITCO under the Agreement shall belong to and remain the property of APITCO. The 'Party' may retain a copy of such documents and software till the closure of the assignment.

### 5. Insurance

The 'Party' shall be responsible for taking out appropriate insurance coverage at its own cost.

6. Re-Assignment

The 'Party' shall not re-assign this Agreement or sub-contract any portion of it without APITCO's prior written consent.

7. Dispute Resolution

Any dispute arising out of the Agreement, which cannot be amicably settled between the parties, shall be referred for arbitration to an arbitrator nominated by the Managing Director, APITCO. Provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time, shall be applicable. Courts in Hyderabad shall have jurisdiction in the matter.

- 8. Events of Default
  - (i) Delay in furnishing of any report(s) within the period mentioned for in clause no 1 and 2 of TOR, provided that there shall not be default for the period of Force Majeure and delays solely attributable to Party.
  - (ii) The report being non-acceptable to Client or APITCO for lack of professional quality.
  - (iii) Breach of any of the terms of this Agreement.
- 9. Consequences of Default
  - (i) On the occurrence of any of the event of default on the part of Business Associate, APITCO may terminate this Agreement and claim refund of any money paid and refuse to make any more payment.
  - (ii) In case of default being limited to delay only, APITCO, may in the alternative, claim the agreed liquidated damages @ 1% of the amount of contract for every week of delay, not exceeding in any case 5% of the amount of contract. The amount of liquidated damages shall be withheld and/or recovered from the payment to be made to the 'Party'.
- 10. Force Majeure

The Parties shall be entitled to excuse performance of their respective obligations to the extent they are unable to perform the contract by an event of Force Majeure. A party claiming relief on this account shall immediately on becoming aware of Force Majeure event give notice to the other party disclosing the manner in and the period during which performance of its obligation is likely to be affected.

For the purpose of the Agreement Force Majeure means Acts of God, wars or similar action affecting India, Civil Commotions or general strike (excluding by its own employees) lying beyond the reasonable control of the affected Party.

#### 11. Notice

The address of the Parties for all communication is:

APITCO:

# 5-9-58/B, 8<sup>th</sup> Floor Parisrama Bhavanam Fateh Maidan Road, Basheerbagh, Hyderabad – 500 004

Business Associate:

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All notices with the aforesaid address sent by pre-paid registered-post or speed post or sent by fax with confirmation of its delivery or email shall be deemed to have been served and received by the addressee within the time they should have been delivered/received at the addressee's end.

Any change of address will not be valid unless acknowledged by the other party.

IN WITNESS WHEREOF, the representatives of the Parties to this Agreement being duly authorized have hereunto set their hands and have executed those present this ------ day of ------, 2018.

 For and on behalf of the

 The APITCO Ltd
 FOR ----- 

 Signed by:
 Signed by

 Designation:
 Designation:

 In presence of
 In presence of