

Reference No. QCI/0623/190

**Expression of Interest for Empanelment of Service Providers for Project  
Management Consultancy and Design & Engineering Consultancy**



Quality Council of India (QCI),  
Institution of Engineers Building, 2<sup>nd</sup> Floor,  
2, Bahadur Shah Zafar Marg,  
New Delhi-110002

### EOI Notice

1. Quality Council of India invites proposals from eligible agencies for **“Expression of Interest (EOI) for Empanelment of Service Providers for Project Management Consultancy and Design & Engineering Consultancy.”**
2. The criteria and process of evaluating the responses to this EOI and subsequent selection of the applicant(s) will be as mentioned in this EOI. Any modification or changes to the terms and conditions mentioned in this EOI will be entirely at the discretion of QCI.
3. No contractual obligation shall arise from this EOI process unless and until a formal contract is signed and executed by a duly authorised official(s) of QCI with the empanelled service provider for defined activities. QCI reserves the right to empanel more than one applicant.
4. The content of this EOI enlists the requirements of the Quality Council of India. It includes the Empanelment Terms, which detail all that may be needed by the applicants to understand the terms and the empanelment process and explain the contractual terms that the Quality Council of India wishes to specify at this stage.
5. Interested applicants are advised to study this EOI document carefully before submitting their proposals in response to the Empanelment notice. Submission of a proposal in response to this notice shall be deemed done after careful study and examination of this document with a complete understanding of its terms, conditions and implications.

### EOI Summary

S. No.	Item	Details
1.	Addressee and address at which the bid is to be submitted	Deputy Director (Finance & Accounts), Quality Council of India, Institution of Engineers Building, 2 <sup>nd</sup> Floor, 2, Bahadur Shah Zafar Marg, New Delhi-110002 E-mail: <a href="mailto:procurement@qcin.org">procurement@qcin.org</a>
2.	Last date and time for submission of proposals	July 03, 2023, 5 PM
3.	Duration of Empanelment	Financial Year 2023-24; further extendable upto three years
4.	Validity of the Proposals	90 days from the due date of proposal submission
5.	Processing Fee	N/A
6.	Contact for clarification	<a href="mailto:procurement@qcin.org">procurement@qcin.org</a>
7.	Presentation Round	To be notified by e-mail to shortlisted applicants only

## 1 Introduction

### About Quality Council of India (QCI)

The Quality Council of India (QCI) is a pioneering experiment of the Government of India in setting up organisations in partnership with the Indian industry. The mandate of QCI is to lead the nationwide quality movement in India by involving all stakeholders to emphasise adherence to quality standards in all spheres of activities, primarily for promoting and protecting the interests of the nation and its citizens. To achieve this, QCI is playing a pivotal role in propagating, adopting and adhering to quality standards in all important spheres of activities, including education, healthcare, environment protection, governance, social sectors, infrastructure sector and other areas of organised activities that have a significant bearing in improving the quality of life and well-being of the citizens of India.

## 2. Objective

The objective is to engage a service provider that can assist QCI in various aspects of project planning, implementation, and management across different sectors.

## 3. Scope of Work

The scope of services for Project Management Consultancy and Design & Engineering Consultancy is as follows:

- a) **Preparation of Detailed Reports:** The agency shall assist in the preparation of Detailed Engineering of Project Reports.
- b) **Complete Tender Management:** The agency shall manage the entire tendering process, including bid document preparation, recommendation on the basis of technical evaluation.
- c) **Design Review:** The agency shall conduct design reviews to ensure compliance with standards and best practices.
- d) **Risk Management:** The agency shall identify, assess, and mitigate project risks to minimize potential disruptions and ensure project success.
- e) **Value Engineering:** The agency shall provide value engineering services to optimize project costs without compromising quality and functionality.
- f) **Cost Control and Quantity Surveying:** The agency shall monitor project costs, prepare cost estimates, and conduct quantity surveying to ensure cost-effective project execution.
- g) **Assessment of Implemented Govt. Schemes:** The agency shall assess the implementation of government schemes, evaluate their effectiveness, and provide recommendations for improvement.
- h) **Quality Management:** The agency shall develop Quality Assurance Plan (QAP)/ Field Quality Plan (FQP).
- i) **Contract Administration:** The agency shall handle contract administration tasks, including contract review, compliance monitoring, and dispute resolution.
- j) **Field Survey and Statistical Data Collection:** The agency shall conduct field surveys, collect relevant statistical data, and provide insights for informed decision-making.

## 4. Pre-Qualification Criteria

S. No.	Requirement	Supporting Documents
I.	<b>Technical Capacity</b>	
a.	The applicant should be one of the following for at least 5 (five) years preceding the bid's submission date.	

	i. a company registered in India under the Companies Act 2013 or any other previous Companies Act or,	Certificate of Registration / Incorporation under the respective Acts in India and the respective Memorandum of Association
	ii. a Limited Liability Partnership registered under the LLP Act, 2008 or,	Certificate of Incorporation of LLP
	iii. a registered Partnership under the Indian Partnership Act, 1932	Partnership Deed
b.	The applicant shall have undertaken a minimum of 03 (three) similar assignments of providing professional services in the area of relevant project management consultancy and Design & Engineering consultancy in India with Central or State or UT government departments/ PSUs/ Autonomous Bodies/Private Firms with a minimum project fee of ₹ 20 (twenty) lakhs each, during the FY 2020-21, 2021-22 and 2022-23.	Copy of Completion certificate/ work order for each of the mentioned assignments should be submitted.
c.	The applicant should not have been debarred or blacklisted by the Central Government, State Government, Statutory Authority, or Public-Sector Undertaking from participating in any assignment.	Non-Blacklisting Undertaking (Annexure-B)

## 5. Evaluation Criteria

S. No.	Criteria	Maximum Score
a	<b>Understanding of Scope</b>	<b>25</b>
b	<b>Methodology for delivering required services</b>	<b>25</b>
c	<b>Profile of Key Experts (Min. 3)</b> (Permanent Employees with the firm working for more than a year in PMC/EC)	<b>25</b>
d	<b>Profile, Experience of the Applicant Firm and Years of Establishment</b>	<b>25</b>
<b>Total</b>		<b>100</b>

### Note:

- a. The agencies with a score of 70 and above shall be considered for further evaluation.

## 6. General Terms and Conditions

**6.1** The empanelment shall not confer any right to engagement. The service provider empanelled with QCI, as a result of this empanelment process, is not allowed to use the name of QCI, its logo, service marks or any document for any purpose without the prior written approval of QCI.

**6.2 Ownership of Intellectual Property Rights:** QCI will own all the intellectual property resulting from services performed under this contract.

All the rights relating to the Trade Marks and Copy Rights in respect of work generated by the selected service provider on behalf of QCI and paid for by QCI shall vest with QCI. All documents, reports, information, data etc., collected and prepared by the service provider in connection with the scope of work submitted to QCI will be the property of QCI. The service provider shall not be entitled, either directly or indirectly, to use the documents and reports given by QCI for carrying out any services with any third parties. Without the prior written consent of QCI, the service provider shall not be entitled to publish studies or descriptive articles, with or without illustrations or data, in respect of or in connection with the performance of services. The pre-existing intellectual property of the service provider used in deliverables shall remain vested with the service provider. QCI shall own anything developed during the course of the project. The Service provider will submit all source codes, training material, and process SOPs to QCI upon completion of the development or termination of this contract, whichever is earlier.

**6.3 Subcontracting:** There must be no further subcontracting without the prior written consent of QCI; all human resources deployed by the Service provider shall be on-roll employees of the Service provider or must have a direct employment contract with the Service provider.

**6.4 Safety and Insurance:** Ensuring the safety of the professionals shall be the service provider's responsibility. QCI has no obligation or responsibility towards any individual in such cases or situations. The service provider must have and maintain valid and enforcement insurance policies for public liability, professional indemnity, and worker's compensations required by law.

**6.5 Ethics:** QCI requires that the applicants participating in the selection process adhere to the highest ethical standards, both during and throughout the duration of the empanelment. In pursuance of this policy, QCI defines, for the purpose of this paragraph, the terms set forth as applicable to both parties:

**6.5.1** "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value (whether in cash or kind) to influence the action of a public official in the selection process or Contract execution.

**6.5.2** "fraudulent practice" means a misrepresentation or omission of facts to influence a selection process or the execution of a Contract.

**6.5.3** "collusive practices" means a scheme or arrangement between two or more applicants with or without the knowledge of QCI, designed to establish prices at artificial, non-competitive levels.

**6.5.4** "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a Contract. QCI will reject a proposal for award if it comes to know that the applicant recommended for the award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and

QCI will terminate the contract, if already awarded and will declare the applicant ineligible, either indefinitely or for a stipulated time, to be awarded a Contract if at any time it determines that the applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a Contract.

**6.6 Conflict of Interest:**

**6.6.1** The interested applicants shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the applicant or any

prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with QCI. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the applicant to complete the requirements as given in the EOI.

- 6.6.2** QCI requires that the service provider provides professional, objective, and impartial advice and always holds the QCI's interest paramount, avoids conflicts with other assignments or its interests, and acts without any consideration for future work. The service provider shall not accept or engage in any assignment that would conflict with its prior or current obligations to other clients or that may place it in a position of not being able to carry out the assignment in the best interests of the QCI.
- 6.6.3** Without limiting the generality of the above, the applicant shall be deemed to have a Conflict of Interest affecting the Selection Process if there is a conflict between this and other assignments (prospective assignments which may arise by nature of an existing arrangement/agreement/empanelment with) of the applicant and any subsidiaries or entities controlled by such applicant or having common controlling shareholders. While providing services to QCI for this particular assignment, the service provider shall not take up any assignment that, by its nature, will conflict with the present assignment.
- 6.6.4** If an applicant identifies a potential conflict of interest, they shall disclose to QCI as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. QCI shall, upon being notified by the service provider under this Clause, decide whether it wishes to terminate this service or otherwise and convey its decision to the service provider within a period not exceeding 15 (fifteen) days.

## **6.7 Termination of Contract**

### **6.7.1 Termination for Insolvency**

QCI may at any time terminate the contract by giving written notice without compensation to the service provider if the service provider becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to QCI.

### **6.7.2 Termination for Convenience**

QCI may, by written notice sent to the service provider, terminate the contract, in whole or part, at any time for its convenience, by giving 15 days' notice. However, the payment shall be released to the extent to which the performance of work executed as determined by the service provider till the date upon which such termination becomes effective.

- 6.7.3** The service provider may terminate this contract, or any particular Services, by giving 15 days' written notice to QCI if the service provider reasonably determines that the service provider can no longer provide the Services under applicable law or professional obligations.

**6.8 Force Majeure:** Neither party shall be held responsible for non-fulfilment of their respective obligations due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, pandemics, riots, civil commotion etc., provided on the occurrence and cessation of any such events. The affected party thereby shall give notice in writing to the other party within one week of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties may then mutually decide about the future course of action.

Force Majeure shall not include:

**6.8.1** Any event which is caused by the negligence or intentional action of a Party or by or of such party's agents or employees, nor any event which a diligent Party could reasonably have been expected both to take into account at the time of the signing of the contract and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

**6.8.2** Insufficiency of funds or human resources or inability to make any payment required for the execution of services under this contract.

**6.9 Blacklisting/debarring:** QCI reserves the right to cancel the empanelment letter issued and debar the service provider if it is discovered that the service provider had produced any false information, insolvency of the company or any other ethical ground as deemed fit by giving a seven days prior written notice.

**6.10 Governing Law and Jurisdiction:** All disputes which cannot be settled amicably shall be referred to the applicable courts in India, and the parties consent to the jurisdiction of the courts there. The contract is governed by and interpreted in accordance with the laws in India.

**6.11 Allocation of work post empanelment:** The allocation of work post empanelment among all the empanelled service providers shall be done by floating limited tender enquiries/nomination basis as and when the requirements arise.

**6.12 Presentation:** As a part of the evaluation of proposals submitted by the applicants, QCI reserves the right to seek further information or a presentation from the applicants for evaluation purposes.

**6.13 Amendment to EOI:** At any time before the last date for receipt of proposals, QCI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the EOI document by an amendment. To provide prospective applicants with reasonable time to take the amendment into account in preparing their proposals, QCI may, at its discretion, extend the last date for the receipt of proposals and/or make other changes in the requirements set out in the EOI. The applicant must visit the QCI website's Tenders Section for any changes or amendments in the EOI before submitting their Applications.

**6.14 Confidentiality:** The applicant(s) must not divulge any confidential information and assure that reasonable steps are taken to provide for the safe custody of any confidential information in its possession and to prevent unauthorised access thereto or use thereof. The shortlisted applicant(s) must not, without the prior written consent of QCI, disclose any confidential information of QCI or any government department or relating to any ministry or any other party. In giving written consent to the disclosure of confidential information, QCI may impose such conditions as it thinks fit, and the applicant must comply with these conditions. The confidentiality clause shall survive for a more extended period of one year after the termination of the contract or contract expiry period. The selected applicant(s) must sign a mutually agreed Non-Disclosure Agreement (NDA) with QCI.

**6.15** During the evaluation, QCI may, at its discretion, ask the respondents for clarifications on their proposals. Applicants are required to respond within the time frame prescribed by QCI.

**6.16 Bid Validity:** The proposals submitted by the applicants shall remain valid for three months after the last date (deadline) for submission of proposals prescribed in this document.



**6.17** QCI reserves the right to

- (a) reject any / all proposals without assigning any reasons thereof,
- (b) relax or waive any of the conditions stipulated in this EOI document as deemed necessary in the best interest of QCI and the objectives of the project without assigning any reasons thereof and
- (c) include any other item(s) in the scope of work at any time after consultation.

**6.18** QCI may, at its sole discretion and at any time during the evaluation of the proposal, disqualify any respondent if the applicant:

**6.18.1** Submitted the proposal after the response deadline

**6.18.2** Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements

**6.18.3** Submitted a proposal that is not accompanied by required documentation or is nonresponsive, failed to provide clarifications related thereto, when sought

**6.18.4** Submitted more than one proposal

**6.18.5** Submitted a proposal which is not adequately sealed and signed as per requirement.

**6.18.6** Was declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices.

## **7. Submission of Proposal**

**7.1** Documents to be Submitted:

**7.1.1** All the necessary documents mentioned in the pre-qualification criteria

**7.1.2** All the necessary documents mentioned in the evaluation criteria

**7.1.3** Form-1

**7.1.4** Form-2

**7.1.5** Form-3

**7.1.6** Form-4

**7.2** Interested service providers may send their applications along with the profile and other details inside a sealed envelope super-scribing 'Application for Empanelment of Service Providers for Project Management Consultancy and Design & Engineering Consultancy' to the Deputy Director (Finance & Accounts), Quality Council of India, Institution of Engineers Building, 2<sup>nd</sup> Floor, 2, Bahadur Shah Zafar Marg, New Delhi-110002 latest by July 03, 2023, 5 PM.

**Form 1: Application Form**

Date:

To,  
Deputy Director (Finance & Accounts)  
Quality Council of India  
Institution of Engineers Building, 2<sup>nd</sup> Floor, 2, Bahadur Shah Zafar Marg, New Delhi-110002

Subject: Empanelment of Empanelment of Service Providers for Project Management Consultancy and Design & Engineering Consultancy

Dear Sir/Madam,

Having examined the pre-qualification document indicating the scope of works, I/We submit our proposal with all the necessary information and relevant documents for empanelling us with QCI for the Professional Services for Public Relations and Outreach activities.

The proposal is made by me/us on behalf of..... (Company/Firm/Association of individuals) in the capacity of ..... duly authorised to submit the proposal.

I/We understand that QCI reserves the right to reject any proposal without assigning any reasons. I/We undertake that all the information furnished by me/us in the proposal is accurate to the best of me/our knowledge and belief. If any of the information is found to be false on subsequent verification, I/We undertake that I/We may be excluded from the list of empanelled service providers.

AUTHORISED SIGNATORY

(Name and Designation)

Name of Service Provider:

Address:

E-mail ID:

Contact details:



**Form- 3**

**Format for Non-Blacklisting Undertaking**

(To be submitted on the Letterhead of the responding firm)

To,

Deputy Director (Finance & Accounts),  
Quality Council of India,  
Institution of Engineers Building,  
2nd Floor, 2, Bahadur Shah Zafar Marg,  
New Delhi-110002

**Subject: Non-Blacklisting declaration in connection with RFP Ref. No. \_\_\_\_\_ dated \_\_\_\_ for \_\_\_\_\_**

Dear Sir,

This is to notify you that our Firm/Company/Organisation \_\_\_\_\_ intends to submit the proposal in response to the invitation for Tender Ref. No. \_\_\_\_\_ for <>. In accordance with the above, we declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this agreement
- b. We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country for any kind of fraudulent activities.

Dated this Day of 2023

(Signature) (In the capacity of)

Dulyauthorised to sign the Proposal Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of Vendor

### Form 4: Details of responding organisations

Section No.	Sr. No.	Particular	Detail
I	<b>COMPANY PROFILE:</b>		
	1.	Name of the Organization * (As appearing on PAN Card)	
	2.	Registered Office Address *	
	3.	Address for Billing Office & Address *	
		Name of Contact Person *	
		Contact No. *	
		Mobile No.	
		E-mail ID *	
	4.	Name of Contact Person (Finance & Accounts) *	
		Contact no.	
		Mobile no.	
		E-mail ID *	

II	<b>STATUTORY DETAILS:</b>		
	1.	<b>GST Details: -</b>	
		Whether Registered Assessee (Yes or No)	
		<b>If Yes: -</b>	

		GSTIN Number # *	
		Type of Assessee	
	2.	<b>MSME</b>	
		Whether Registered under MSME (Yes or No) *	
		<b>If Yes: -</b>	
		MSME Registration No. And validity date # *	
	3.	Permanent Income Tax No. (PAN) # *	
	4.	1.1 <b><u>NATURE OF ENTITY:</u> *</b> 1.2 <b>PROPRIETOR/PARTNERSHIP/ LPP/ PRIVATE LIMITED /PUBLIC LIMITED/GOVERNMENT</b>	
	5.	<b>1.3 WHETHER FUNCTIONING IN A SPECIAL ECONOMIC ZONE. (SEZ) (Yes/ No) *</b>	

<b>III</b>	<b>BANK DETAILS: -</b>		
		Name of Bank	
		Address of Bank	
		Bank Account No.	
		IFSC Code	

		SWIFT CODE (If the party's billing address is outside India)	
--	--	--	--

**Declaration by Director/ Proprietor/ Partner:**

I/We declare that the information furnished above is correct to the best of my/our knowledge/belief. I/We undertake to inform you of any change in the above particulars at the earliest.

**Date:**

**Signature**

**Place:**

**Name & Designation**