

**Reference No. QCI/ADMIN/0224/268**

## **Request for Proposal**

### **Engagement of Service Provider for Renting a Generator Set**



**QUALITY COUNCIL OF INDIA**

**2<sup>nd</sup> Floor, Institution of Engineers Building  
2, Bahadur Shah Zafar Marg, New Delhi – 110002**

**T: +91-11-23378056 / 57; F: +91-11-23378678**

**W: [www.qcin.org](http://www.qcin.org) E: [info@qcin.org](mailto:info@qcin.org)**

### **Tender Notice**

1. Quality Council of India invites proposals for **“Engagement of Service Provider for Renting of a Generator Set”**.
2. The content of this Request for Proposal (RFP) enlists the requirements of the QCI. It includes the Bidding Terms which details out all that may be needed by the potential bidders to understand the terms and bidding process and explain the contractual terms that the QCI wishes to specify at this stage.
3. The Documents to be submitted:

<b>S. No.</b>	<b>Forms</b>	<b>Particulars</b>
a.	Form A	Covering Letter with the Proposal in response to the RFP Notice
b.	Form B	Relevant Project Experience
c.	Form C	Details of the responding firm
d.	Form D	Non-Blacklisting Undertaking
e.	-	Technical & Financial Bid

**Tender Summary**

S. No.	Item	Details
1.	Project Scope	Engagement of Service Provider for Renting a Generator Set
2.	Contract Duration	1 year
3.	Performance Bank Guarantee	5% of the contract value
4.	Bid Validity	90 days

## I. Introduction

### Quality Council of India (QCI)

QCI was established as an autonomous non-profit organization by the Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Govt. of India in partnership with the Indian Industry. QCI plays a pivotal role in propagating, adoption and adherence to quality standards in all important spheres of activities including education, healthcare, environment protection, governance, social sectors, infrastructure sector and such other areas of organized activities that have significant bearing in improving the quality of life and well-being of the citizens of India.

## II. Scope of Work

- a) The scope of work includes Supply, Installation, Testing, Commissioning, Maintenance/Upkeep, Wiring/Cabling, Operations of a 250 KVA Generator Set on Rental Basis at Quality Council of India, Indian Council for Child Welfare Building, 4 Deen Dayal Upadhyay Marg, New Delhi 110002.
  - i. Supply and Installation:
    - Factory Fabricated Soundproof Acoustic Enclosure
    - AMF Control Panel
    - DG Power Panel
    - Compliance with Wiring/Cabling Requirements
  - ii. Testing and Commissioning:
    - Protection Indicators for Over Voltage, Under Voltage, Overload, Short Circuit, and Over Speed
  - iii. Maintenance/Upkeep:
    - Periodic Maintenance
    - Upkeep of DG Sets
  - iv. Wiring/Cabling Operations: Complete Wiring/Cabling from Source to Destination
- b) Features and Compliance
  - i. DG Set Features:
    - Complaint to CPCB 4 norms
    - Wiring/Cabling Requirements
    - Voltmeter, Ammeter with Selector Switch
    - KW/PF/KWH/Frequency Meters
    - Indicating Lamps (Load On and Set Running)
  - ii. Compliance:
    - Complaint to CPCB 4 norms
    - Conformance to Relevant I.S. Specifications
- c) Operator Services
  - 24x7 Operation and Maintenance
  - Service Provider Responsible for Operator Deployment
- d) Auto Synchronizing/Breaker Control Panels should be of Reputed Brands such as Kirloskar Green, Greaves, Cummins India, Mahindra, Ashok Leyland
- e) Accessories Supply and Installation
  - i. Accessories:
    - Cables, Change-Over Switches, AMF/Synchronizing Panel, Earth Pits & Strips
    - Inclusive of Panel with Suitable Size for Existing Cable Connection
- f) Cost Responsibilities
  - i. Loading, Unloading, Transport, Shifting, and Fuel Compliance

- ii. Maintenance and Servicing, Including Spare Parts Replacement
- iii. Topping Up of Mobil Oil
- g) DG Set Maintenance Requirements:
  - i. Ensure DG Sets Always in Satisfactory Running Condition
- h) Statutory Permissions: Obtain Necessary Permissions for Installation and Operation
- i) The DG Set should have a sealed Calibrated Energy Meter and Running hours' meter and must be compliant with the latest CPCB 4 Norms or the latest guidelines of authorities.
- j) **Make:** Reputed Brands such as Kirloskar / Greaves/ Cummins / Eicher/ TATA/ Mahindra/ Ashok Leyland.

### III. Pre-Qualification Criteria:

Basic Requirement	Specific Requirements	Documents Required
Registration	<p>The Bidder(s) interested in participating in the Selection Process must be a duly registered in India, under any one of the following categories: -</p> <ul style="list-style-type: none"> <li>• A Limited Liability Partnership ("LLP") registered under the LLP Act, 2008;</li> <li>• an Indian Company ("Company") registered under the Companies Act, 1956/ 2013;</li> <li>• a "Partnership Firm" registered under the Indian Partnership Act, 1932.</li> <li>• Sole Proprietorship</li> </ul> <p>With minimum 5 years of existence at the time of submission of the bid.</p>	<p>Registration documents of the Bidder as a company/firm or any legal entity along with:</p> <ul style="list-style-type: none"> <li>i. Incorporation Certificate of the company</li> <li>ii. PAN Card of the registered legal entity</li> <li>iii. GST certificate of the registered legal entity</li> <li>iv. Certified copy of registered Partnership Deed; copy of Statement filed in the Register of Firms disclosing names, addresses and relevant details of ALL partners of the Partnership Firm</li> <li>v. Registration Certificate</li> <li>vi. MSME Certificate (if applicable)</li> </ul> <p>Any other supporting document, as may be required</p>
Annual Turnover	The bidding entity must have minimum average annual turnover of INR 1 Crore or more in the last three financial years (i.e., 2020-21, 2021-2022 and 2022-23).	Turnover certificate by CA (original); or Audited financial statements for the last three financial years (i.e., 2020-21, 2021-2022 and 2022-23) to support the claim
Work experience	The Bidder should have experience in providing similar services- at least five contracts with Central or State or UT government departments/ PSUs/ Autonomous Bodies/Private during preceding 3 financial years (i.e. 2020-21, 2021-22, and 2022-23).	Work Orders/Completion Certificate/Agreement
Non-Blacklisting	The bidding entity must not be blacklisted / terminated / debarred by any state or central government or their agencies and should not have been found guilty of any criminal offence by	Submit undertaking in format given in <b>Annexure -D</b>

	any court of law, in the last seven (7) years.	
--	--	--

Interested Bidders submitting their proposals are expected to meet the above pre-qualification criteria. In case the any Bidder fail to either meet all these criteria or do not furnish the requisite supporting documents/ documentary evidence in support thereof, the bid is liable to be summarily rejected.

#### IV. Terms and Conditions:

1. **Contract Duration:** The contract will be assigned for a period of one year, which may be extended further annually, subject to satisfactory performance of the service provider and review of outcomes on the same terms & conditions and the requirements of QCI.
2. **Supply of items:** The shortlisted bidder must supply the Gen Set complete in all aspects within 10 days of issuance of purchase order.
3. **Authorization of Signatory:** The Bid may be signed by his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondence) received hereby, shall, as far as possible, be furnished and signed by the Representative or the Principal Officer. The Principal Officer/ authorized representative of the firm shall sign the proposal and initial all pages of the original Technical Proposal. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Bid.
4. **Performance Bank Guarantee:** QCI shall require the selected service provider to provide a Performance Bank Guarantee, within 30 days from the notification of award, for a value equivalent to 5% of the contract value. The Performance Guarantee shall contain a claim period of three months from the last date as per the contract duration. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the submission of deliverables. In case the selected bidder fails to submit a Performance Guarantee within the time stipulated, the purchaser at its discretion may cancel the order placed on the selected bidder without giving any notice. Purchaser shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or purchaser incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.
5. **Payment Terms:** The payment shall be made within 30 days of submission of proper tax invoices.
6. **Amendments to RFP:** At any time prior to the last date for receipt of applications, QCI may for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the RFP document by an amendment. To provide prospective applicants reasonable time to take the proposed amendments into account while 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 RFP. Any such amendment shall be communicated to the service providers.
7. **Conflict of Interest:**

- i. The bidder shall not have a conflict of interest that may affect the Selection Process, or the work envisaged under this RFP (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified.
  - ii. QCI requires that the Service Provider provides professional, objective, and impartial advice and at all times hold the QCI's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.
  - iii. The Service Provider shall not accept or engage in any assignment that would be in 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.
  - iv. In the event that a Service Provider identifies a potential conflict of interest, they shall make a disclosure 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.
- 8. **Fraud/Corruption:** QCI requires that the bidders participating in the selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of the Contract. In pursuance of this policy, QCI defines, for the purpose of this paragraph, the terms set forth as applicable to both the parties:
  - i. "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 in Contract execution.
  - ii. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract.
  - iii. "Collusive practices" means a scheme or arrangement between two or more bidders with or without the knowledge of QCI, designed to establish prices at artificial, non-competitive levels.
  - iv. "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 bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question; and
  - v. QCI will terminate the Contract, if already awarded and will declare the bidder ineligible, either indefinitely or for a stipulated period of time, to be awarded a Contract, if at any time it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract.
- 9. **Termination of Contract:**
  - i. **Termination for Default**

QCI reserves the right to terminate / short close the contract, without prejudice to any other remedy for breach of contract, by giving 15 days' notice if the Service Provider fails to perform any obligation(s) under the contract and if the Service Provider, does not cure their failure within a period of 7 days (or such longer period as QCI may authorize in writing) after receipt of the default notice from QCI.
  - ii. **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.

- iii. **Termination for Convenience**  
QCI may by written notice sent to 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 performance of work executed as determined by Service Provider till the date upon which such termination becomes effective.
  - iv. 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 in accordance with applicable law or professional obligations.
- 10. **Language:** The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern. All correspondence and documents relating to the Proposal exchanged by the bidder and QCI shall also be written in the English language.
  - 11. **Companies' Personnel:** The service provider shall employ and provide at its own cost such qualified and experienced audit personnel as are required to carry out the Services. Their salaries, claims, insurance, damages, compensation, travel etc. will be the liability of the service provider(s) and QCI will in no way be responsible for any such claims/ damages.
  - 12. **Ethics:** QCI expects all workers, engineers, Service Provider to show highest ethical standards during the course of the assignment; if any complaints/information regarding any incident of bribery, corrupt payment, an unauthorized offer etc., is brought to the fore, the Service Provider shall take the necessary action (to the extent of expulsion/removal) as per its organization rules and laws applicable at that time; QCI is absolved of any liability/claim arising out of any such above situations; all personnel should have signed the code of conduct with the Service Provider and any conflict of interest shall be declared to QCI.
  - 13. **Penalty for delay in execution of project:** If the successful bidder does not complete the project within the stipulated period given in the Scope of Work, a penalty at the rate of 0.5% per week of the corresponding Purchase Order value will be levied for a maximum period of ten weeks. However, cumulative delay beyond ten-week period will be sufficient cause for termination of the Agreement. In which case Performance Bank Guarantee paid by the service provider may be forfeited subject to prior notice and opportunity of being heard.
  - 14. **Written Undertakings:** QCI may at any time require the Service Provider and its employees/advisors/professionals/ contractors, to whom confidential information may be disclosed in the course of execution of contract, to give a written undertaking in the form of a deed reasonably accepted to QCI and relating to the use and non-disclosure of the confidential information relating to QCI or any Government Department or relating to any Ministry and or such other information that QCI suggests to be confidential. Upon receiving a request aforesaid the Service Provider must promptly arrange for all such undertakings to be given to QCI.
  - 15. **Security:** The Service Provider shall not disclose the details of this Contract with any third party at any point of time unless required by law. That the Service Provider and its employees/professionals/personnel are only authorized to access the information shared and or collected under this project and no third party shall have any access to any information either written or oral without the written consent of QCI.

The Service Provider shall ensure that all the data collected and processed and information received under this project or during the execution of this project and or required to be shared



with QCI, by the Service Provider under this Contract shall be in totally secure mode and that the Service Provider shall take all necessary steps to prohibit any unauthorized sharing/publishing of data in the public domain or with any other party or person who is not authorized by QCI to receive such information and or data. That the Service Provider shall ensure that all the data collected and information received under this contract shall be used only for the purpose of execution of this contract and once the purpose of this contract is fulfilled then all the papers, drawings, notes, memoranda, manuals, specifications, designs, devices, documents, diskettes, CDs, DVDs, Tapes, Trade Secrets and any other material on any media containing or disclosing any confidential or proprietary technical or business information shared during the course of execution of this contract shall be returned to QCI.

16. **Subletting of work:** There must be no further subcontracting without prior written consent of QCI; all assessors 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.
17. **Removal of Data:** The Service Provider must ensure that its employees/ professionals' subcontractors and/ personnel do not:
  - i. remove any data or allow any data concerned with this contract to be removed from the places as notified/directed by QCI; or
  - ii. take any data or allow any data to be taken outside of India, without QCI's prior written consent.
18. **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, flood, earthquakes, strike, lockouts, epidemics, pandemics, riots, civil commotion etc., provided on the occurrence and cessation of any such events. The affected party thereby shall give a 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:

  - i. 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
  - ii. 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.
  - iii. Insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.
19. **Indemnity:** Service Provider undertakes to indemnify QCI from any losses that QCI may incur due to any deficiency in services rendered by Service Provider or any instance of corruption or improper payment.
20. **Taxes & Duties:** The service provider shall be liable to pay all direct and indirect taxes, duties, fees, and other impositions levied under the laws of India.
21. **Rescinding of Work order:** The work order issued by QCI to Service Provider for the above scope can be withdrawn at any time by giving a notice period of 15 days if an Service Provider fails to perform/execute work as per the requirements specified in this document after two warnings (served in writing) or in case of non-compliance/breach of any of the terms and conditions of this order.

22. **Disclaimer:** QCI shall not be responsible for any late receipt of applications for any reasons whatsoever. The applications received late will not be considered.

QCI reserves the right:

- i. To reject any/all applications without assigning any reasons thereof.
  - ii. To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of the QCI without assigning any reasons thereof.
  - iii. To include any other item in the Scope of work at any time after consultation with applicants or otherwise
  - iv. To adopt method deemed fit to evaluate the proposals.
  - v. To select multiple Service Provider for the project for allocation of work in different areas if it meets the essential criteria for qualification.
23. **Validity of Proposals:** The proposals shall remain valid for a period of 90 days from the last date of submission. In exceptional circumstances, QCI may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder consenting to such request shall not be required nor permitted to modify its Proposal.
24. **Submission of Proposals:** The intending Service Provider is expected to prepare proposals covering the following aspects:
- i. **Technical Bid**
    - a. Signed and stamped Form-A, B, C, D attached as Annexure-A
    - b. Details of relevant previous experience
    - c. Supporting documents for the details required as per pre-qualification criteria.
    - d. Any other details that the bidder may like to provide.

ii. **Financial Bid:**

Particulars	Quantity	Monthly Rental Cost	Total Cost for 12 Months	Taxes	Grand Total
Supply of Gen Set 250 KVA with latest CPCB IV Norms Complete in all aspects on rental basis	01				

25. **Submission Details:**  
Interested parties may send the technical and financial bid in two separately sealed envelopes inside a larger sealed envelope super-scribing "**Engagement of Service Provider for Renting of a Generator Set**" to Deputy Director (Accounts), Quality Council of India, Institution of Engineers Building, 2nd Floor, 2, Bahadur Shah Zafar Marg, New Delhi 110002 latest by 3 PM, February 28, 2024.

For further queries, you may please contact [procurement@qcin.org](mailto:procurement@qcin.org)

## Annexure-A

### Form A: Covering letter with the Proposal in response to RFP Notice

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

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: Submission of proposal in response to the RFP for “\_\_\_\_\_”.

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP dated \_\_\_\_ for “\_\_\_\_\_”, in full conformity with the said RFP document.
2. We attach our technical response and our financial quotation in a separate sealed cover as required by the RFP both of which together constitutes our proposal, in full conformity with the said RFP.
3. We undertake, if our proposal is accepted, to adhere to assign a team dedicate to this project.
4. We have read the provisions of RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
5. We undertake, if our proposal is accepted, to adhere to the scope of engagement or such modified plan as may subsequently be mutually agreed between us and QCI or its appointed representatives.
6. We agree to unconditionally accept all the terms and conditions set out in the RFP document and also agree to abide by this bid response for a maximum period of THREE MONTHS from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this bids response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and QCI.
7. We affirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to through this proposal is true, accurate, and complete.
8. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the QCI as to any material fact. We agree that QCI is not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 2023 (Signature) (In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of: (Name and Address of Company)  
Seal/Stamp of Bidder

{Place}

{Date}

**Form B: Relevant Project Experience**

S. No.	Name of the Project/ Engagement	Client Name	Duration (Period)	Approximate value of the assignment

**Form C: Details of the responding firm**

S. No.	Particulars	Details to be furnished	
1.	<b>Details of responding Company</b>		
	Name		
	Address		
	Telephone	Fax	
	E-mail	Website	
2.	<b>Information about responding Company</b>		
	Status of Company ( <i>Public Ltd. / Pvt. Ltd etc.</i> )		
	Details of Registration ( <i>Ref e.g. ROC Ref #</i> )		Date
			Ref #
	Details of Service Tax Registration		Date
			Ref #
3.	Estimated Current Year Turnover (Rs Crores) from _____		
	Services in India;		
4.	Company Profile (Operations in India)		
4.1	Average turnover from Indian Operations from _____services in last three years	(Turnover in Rs Crores)	
4.2	Full-time professional staff engaged in similar projects	(Number of Staff)	
4.3	Extent of operations in India (national spread) i.e. number of offices in India (client specific / project specific offices should not be considered)	(Number of Offices in different cities/towns and their address)	

**Form D: 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 proposal in response to 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 in the world for any kind of fraudulent activities.

Dated this Day of (Year)

(Signature) (In the capacity of)

Duly authorized to sign the Proposal Response for and on behalf of:

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