

**Reference No. QCI/PPID/0623/189**

## **Expression of Interest**

**For Engagement of Service Providers for Corporate  
Gym Subscription/Membership/Fitness Services**



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 for **“Engagement of service providers for Corporate Gym Subscription/Membership/Fitness Services”** for its employees.
2. The criteria and actual process of evaluation of the responses to this EOI and subsequent selection of the bidder(s) will be as mentioned in this EOI and any modification or changes to the terms and conditions mentioned in this EOI will be entirely at discretion of QCI.
3. No contractual obligation whatsoever shall arise from this EOI process unless and until a formal contract is signed and executed by duly authorized official(s) of QCI with the selected bidder(s). QCI reserves the rights to engage more than one bidder.
4. The content of this EOI enlists the requirements of the Quality Council of India. It includes the Engagement Terms which details out all that may be needed by the bidders to understand the terms and the engagement process and explain the contractual terms that the Quality Council of India wishes to specify at this stage.
5. Interested Bidders are advised to study this EOI document carefully before submitting their proposals in response to the EOI notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full 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
2.	Last date and time for submission of proposals	June 12, 2023, 5 pm
3.	Validity of the Proposals	90 days from due date of proposal submission
4.	Tender Processing Fee	N/A
5.	Contact for clarification	<a href="mailto:procurement@gcin.org">procurement@gcin.org</a>

## **1 Introduction**

### **About Quality Council of India (QCI)**

The Quality Council of India (QCI), an autonomous body under Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry. QCI is a pioneering experiment of the Government of India in setting up organizations in partnership with the Indian industry. The mandate of QCI is to lead nationwide quality movement in India by involving all stakeholders for emphasis on adherence to quality standards in all spheres of activities primarily for promoting and protecting interests of the nation and its citizens. To achieve this, QCI is playing 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.

## **2. Scope of Work**

**2.1** The Quality Council of India (QCI) seeks proposals for engagement of service providers/large fitness chains to provide corporate gym subscription/fitness service for its employees. QCI is looking for comprehensive fitness solutions that promote a healthy and active lifestyle among its employees.

### **2.2 Scope of Services**

- 2.2.1 The Service Provider shall be responsible for offering gym subscription/ fitness service to our employees.
- 2.2.2 The services should include access to fitness facilities, exercise equipment, fitness classes and other related amenities.
- 2.2.3 The Service Provider should have a diverse range of fitness programs suitable for various fitness levels and interest.
- 2.2.4 The Service Provider should offer qualified trainers or instructors to assist employees in achieving their fitness goals.
- 2.2.5 The Service Provider should ensure that all necessary safety measures and protocols are in place to protect the health and well- being of our employees.
- 2.2.6 Nutritional Guidance: The service provider can offer nutrition consultations or workshops to educate the employees about healthy eating habits, meal planning, and achieving fitness through proper nutrition.
- 2.2.7 In addition to on-site services, the Service Provider can offer virtual fitness classes or workout programs that employees can access remotely, allowing for flexibility and convenience.
- 2.2.8 The interested service provider should have minimum 20 gym facilities/fitness centers evenly spread in the Delhi NCR area.
- 2.2.9 The current employee strength is 1000 and expected number of employees opting for Gym membership will be 500.

### 3. Pre-Qualification Criteria

S. No.	Requirement	Supporting Documents
I.	<b>Technical Capacity</b>	
a.	The bidder should be a company registered in India under the Companies Act 2013 or any other previous Companies Act or a Limited Liability Partnership registered under the LLP Act, 2008 for at least 5 (five) years, preceding the date of submission of bid.	Certificate of Registration under Companies Act 2013/ Registration under LLP Act 2008/ Incorporation under the respective Acts in India and the respective Memorandum of Association/ Partnership Deed
b.	The bidder should have a minimum of 3 years of experience in providing corporate gym subscription/ fitness services memberships to Central or State or UT government departments/PSUs/ Autonomous Bodies/ Large private organizations or similar sized organizations in the past. <b>AND</b> The service provider should provide minimum 3 references from other organizations or clients for whom they have provided similar corporate gym subscription/ fitness services.	Copy of Completion certificate/ workorder/Contract/ Letter of Award for each of the mentioned assignments should be submitted
c.	The service provider should possess all the necessary licenses, permits and certifications required to operate a fitness facility and deliver fitness services.	Valid Licenses and Certifications (Trade License/ Registration under Shops and Establishments Act/ Goods and Service Tax (GST)/ Fitness Certification/ Safety and First Certificates/ Health and Sanitary Certificates etc.)
II.	<b>Financial Capacity</b>	
d.	The bidder shall have an average annual turnover of Rs. 5 Crore (Five) Crore per annum during the 3 (three) financial years FY 2019-20, FY 2020-21 and FY 2021-22.	Turnover Certificate(s) issued by CA or Signed Annual Financial Statements stating total revenue during each of the 3 (three) financial years i.e., FY 2019-20, 2020-21 and 2021-22.

### 4. General Terms and Conditions

- 4.1** Through this EOI process, QCI intends to invite competent service providers to propose their offerings/ products. The final contract shall be awarded through competitive bidding process on GeM portal.
- 4.2** Initially QCI intends to award a (1) one-year contract with the possibility to extend the contract to the selected firm.
- 4.3 Service Locations:** The gym facilities should be conveniently located and easily accessible to the employees, preferably within Delhi NCR.

**4.4 Membership Management:** The service provider will be responsible for managing the membership process, including enrollment, registration, and membership renewals. This may include providing an online platform or mobile application for employees to manage their memberships.

**4.5 Health and Safety:** The Service Provider should comply with all the relevant health and safety regulations and maintain a safe environment within gym facilities. They should implement appropriate safety protocols and provide employees with instructions on using equipment and facilities safely.

**4.6 Intellectual Property:** Any intellectual property rights associated with the gym subscription/ fitness services provided by the service provider should remain with the service provider, unless otherwise agreed in writing.

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

4.7.1 “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 in Contract execution.

4.7.2 “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract.

4.7.3 “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.

4.7.4 “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 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

4.7.5 QCI will terminate the Contract, if already awarded and will declare the bidder ineligible, either indefinitely or for a stipulated period, 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.

**4.8 Conflict of Interest:**

4.8.1 The interested Bidders shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder 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 (timeframe for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the EOI.

4.8.2 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. 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.

4.8.3 In the event that a bidder 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.

#### **4.9 Termination of Contract**

##### **4.9.1 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.

##### **4.9.2 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 30 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.

**4.9.3** The service provider may terminate this contract, or any particular Services, by giving 30 days' written notice to QCI, if the service provider reasonably determine that the service provider can no longer provide the Services in accordance with applicable law or professional obligations.

**4.10 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:

4.10.1 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.

4.10.2 Insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

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

**4.12 Amendment to EOI:** At any time prior to 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 bidder, modify the EOI document by an amendment. In order to provide prospective bidders reasonable time in which 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 bidder is required to visit the Tenders Section of QCI website for any changes or amendments in the EOI before submitting their Applications.

- 4.13 Confidentiality:** The bidder(s) must not divulge any confidential information and assure that reasonable steps are taken to provide for the safe custody of any and confidential information in its possession and to prevent unauthorized access thereto or use thereof. The shortlisted bidder(s) mustnot, 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 bidder must comply with these conditions. Confidentiality clause shall survive for a longer period of one year after the termination of contract or contract expiry period.
- 4.14** During evaluation, QCI may, at its discretion, ask the respondents for clarifications on their proposals. Bidders are required to respond within the time frame prescribed by QCI.
- 4.15 Indemnity:** The service provider undertakes to indemnify, defend and hold harmless the QCI and its employees, officers, agents and affiliates from and against all and any claims, demands, damages, losses, liabilities, expenses, penalties and costs arising out of or in connection with the Service Provider's performance under this agreement except to the extent that such claims result from the negligence or willful misconduct of indemnified party. The indemnity clause shall survive the termination or expiration of this agreement and shall remain in effect indefinitely.
- 4.16 Bid Validity:** The proposals submitted by the bidders shall remain valid for a period of three months after the last date (deadline) for submission of proposals prescribed in this document.
- 4.17** 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.
- 4.18** QCI may at its sole discretion and at any time during the evaluation of proposal, disqualify any respondent, if the bidder:
- 4.18.1 Submitted the proposal after the response deadline
  - 4.18.2 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements
  - 4.18.3 Submitted a proposal that is not accompanied by required documentation or is nonresponsive, failed to provide clarifications related thereto, when sought
  - 4.18.4 Submitted more than one proposal
  - 4.18.5 Submitted a proposal which is not properly sealed and signed as per requirement.
  - 4.18.6 Was declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices.

## **5. Submission of Proposal**

### **5.1 Documents to be Submitted:**

- 5.1.1 All the necessary documents mentioned in the pre-qualification criteria.
- 5.1.2 Executive Summary/ Brochure: A brief overview of the proposal highlighting key features



and benefits.

- 5.1.3 Business Plan Approach
- 5.1.4 Company/ Organization Profile: Provide information about your company/organization, including its background, experience and expertise in providing corporate fitness services.
- 5.1.5 Proposed Services: Detail the range of gym subscription/ fitness services you offer and how they align with our requirements.
- 5.1.6 Safety and Security Measures: Outline the safety protocols and measures implemented within your fitness facilities to ensure the well – being of the members.
- 5.1.7 References: Include references from other organizations for whom you have provided similar services. (Minimum – 3)
- 5.1.8 **Annexure A** - Form – 1, Form – 2, Form – 3

**5.2** All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

**5.3** All pages of the bid including the duplicate copies, shall be signed and stamped by the authorized signatory

Interested service providers may send their applications along with the profile and other details inside a sealed envelope super-scribing 'Application for Engagement of Service Providers for Corporate Gym Subscription /Fitness Services' 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 latest by June 12, 2023, 5 PM.

A PDF copy of the proposal should also be submitted to [procurement@qcin.org](mailto:procurement@qcin.org) by June 12, 2023, 5 PM.

**Form 1: Application Form**

Date:

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

**Subject:** Engagement of service providers for Corporate Gym Subscription /Fitness Services

Dear Sir/Madam,

Having examined the pre-qualification document indicating scope of works, I/We hereby submit our proposal together with all the necessary information and relevant documents for engaging us with QCI for the Professional Services for \_\_\_\_.

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

I/We understand that QCI reserves the right to reject any proposal without assigning any reasons thereof. I/We undertake that all the information furnished by me/us in the proposal is true 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 this process.

**AUTHORISED SIGNATORY**

(Name and  
Designation) Name of  
Service Provider:

Address:

E-mail ID:

Contact

details:

