

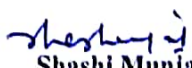
NOTICE INVITING E-TENDER

**SUBJECT: PROVIDING QUOTATIONS FOR HIRING OF (1) COACH-CUM-LIFE GUARD AND
(2) LIFE GUARD FOR SWIMMING CLASSES
AT FOREIGN SERVICE INSTITUTE,
MINISTRY OF EXTERNAL AFFAIRS, BABA GANG NATH MARG,
OLD JNU CAMPUS, NEW DELHI - 110067**

On behalf of the President of India, The Foreign Service Institute (FSI), Ministry of External Affairs invites **online bids** in 2 bid system (Technical & Financial) for providing quotations for hiring of (1) Coach-cum-Life Guard and (2) Life Guard for Swimming classes at Foreign Service Institute, Ministry of External Affairs, Baba Gang Nath Marg, Old JNU Campus, New Delhi-110067 from the firms/companies/individuals as per details given in the tender documents:

Tender No. Q/FSI-OT/580/15/2016-vol-II		Dated: 09.01.2019
Important Dates		
Date of publishing	09.01.2019 (1500 hrs)	
Bid Document Download Start Date	09.01.2019 (1730 hrs)	
Clarification Start Date	10.01.2019 (1500 hrs)	
Clarification End Date	11.01.2019 (1300 hrs)	
Pre-bid meeting	14.01.2019 (1100 hrs)	
Bid Submission Start Date (online)	15.01.2019 (1500 hrs)	
Bid Submission End Date (online)	05.02.2019 (1100 hrs)	
Date of Technical Bid Opening (online)	06.02.2019 (1100 hrs)	
EMD to be submitted in the form of Demand Draft in favour of "Pay & Account Officer, Ministry of External Affairs, New Delhi".	Rs.5,000/-	

2. **Manual bids shall not be accepted.** The bid shall be submitted online only at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>
3. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the Ministry shall be final and binding.


Shashi Munjal
 Section Officer (FSI-Admin)
 Tel: 26181362

1. ELIGIBILITY CRITERIA FOR BIDDERS

- 1.1 The firms/companies/individuals that can offer the services of (1) professional coach-cum-Life Guard and (2) Life Guard for Swimming classes.
- 1.2 Minimum qualification for the Swimming Coach shall be One year Diploma/Certificate in Swimming issued by Government recognised institute.
- 1.3 The firms/companies/individuals shall submit the Experience Certificate of the Coach/Life Guard for a period of three years as a proof.
- 1.4 The bidder should have the following Registration Numbers and details of the same should be provided with Technical Bid:
- i. List of organizations to which Swimming Coach has offered the services.
 - ii. PAN/TIN/VAT/GST Registration Numbers/EPFO/ESIC

2. SCOPE OF WORK

- 2.1 Operation hours of Swimming Pool will be 6.30 am to 8.30 am & 6 pm to 8 pm during winter and 6 am to 8 am & 6 pm to 9 pm during summer from Tuesday to Sunday. Swimming Pool will not be in operation on Mondays.
- 2.2 A swimming session would be of 90 minutes duration and minimum of 25 sessions in a month. Further requirement of Swimming Coach-Cum-Life Guard would be intimated as and when required.
- 2.3 Life Guard would be required during the entire operation hours of the Swimming Pool.
- 2.4 The rates are to be quoted per session for Swimming Coach-cum-Life Guard, and per day for Life Guard. The bill has to be submitted on monthly basis.

3. SUBMISSION OF ONLINE BIDS:

- 3.1 The bid shall be submitted online only at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>. Manual bids will not be accepted under any circumstances.
- 3.2 Tenderer/Bidders are advised to follow the instructions provided at Annexure-IV for e-submission of the bids online through CPP Portal Website: <http://eprocure.gov.in/eprocure/app> before proceeding with the tender.
- 3.3 All documents as per tender requirement shall be uploaded online through CPP Portal Website: <http://eprocure.gov.in/eprocure/app> and no documents except original demand draft towards EMD will be accepted offline.
- 3.4 Bid of bidders not submitting any of the required documents online will be summarily rejected.
- 3.5 Both technical and financial bid are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal.
- 3.6 The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective bidders.

3.7 Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal.

3.8 The online bids (complete in all respect) must be uploaded online in Two Covers (Cover-I: Technical and Cover-II: Financial bid) as per Annexure-I and Annexure-II to IV respectively in PDF Format.

4. EARNEST MONEY DEPOSIT (EMD):

4.1 The original hard copy of Earnest Money Deposit (EMD) of Rs.5,000/- in the form of Bank Guarantee/Demand Draft in favour of “Pay & Account Officer, Ministry of External Affairs, New Delhi” from any nationalized bank is required to be submitted in a sealed envelope superscribed “**Tender for hiring of Coach/Life Guard for Swimming classes at FSI 2018**”, on or before the closing date and time of e-submission of online bids to Section Officer (FSI-Admin), Foreign Service Institute, Baba Gang Nath Marg, Old JNU Campus, New Delhi-110067 failing which the bids will not be considered.

4.2 Tender received without EMD or EMD for lesser amount will be summarily rejected. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the Ministry of External Affairs are exempted from submission of Earnest Money Deposit (EMD) subject to their furnishing relevant documents to the effect.

4.3 The EMD shall be returned to the bidder(s) whose offer is not accepted by the Ministry within 30 days from the date of signing the agreement with the successful bidder. However no penalty/interest shall be payable in case of delay in return of the EMD.

3.4 EMD of a tenderer will be forfeited, if the tenderer withdraws or amend its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.

4. **FINANCIAL BID:-** The bidder must submit their financial bid in the prescribed format (BOQ.XXXX File) – specified at **Annexure-II** of this tender document and no other format is acceptable. Bidders are required to download the BOQ File, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

5. **EXTENSION OF LAST DATE AT THE DISCRETION OF THE FSI:-** The FSI, may in its discretion extend the last date for e-submission of the online bids and such extension shall be binding on all the Bidders. Addendum/Corrigendum, if any in this regard, will be published on the Ministry of External Affairs website: www.mea.gov.in and Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>

6. OPENING OF TECHNICAL BID & FINANCIAL BID:

6.1 Online bids (complete in all respect) received along with draft of EMD (Physically) will be opened on 04.01.2019 at 1100 AM in presence of bidders representative, if available at Foreign Service Institute, New Delhi. The representatives of the bidders willing to attend tender opening process will have to submit a letter of authorisation to this effect.

6.2 A duly constituted Tender Evaluation Committee will evaluate eligibility criteria of bidders. Technical bid of only those bidders, whose bids are declared eligible by the committee, will be evaluated.

- 6.3 It shall be noted that required documents submitted online along with the Technical bid will be perused/examined and in case of any deficiency, the technical bid will be rejected and financial bid will not be opened.
- 6.4 After scrutiny of technical bids, the Ministry shall shortlist the eligible bidders and inform them of the date and time of opening of the Financial Bids (Preferably by e-mail);
- 6.5 The financial bid price of each bidder shall be read out on the spot.
- 6.6 Merely becoming the lowest bidder, prior to Financial Bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure by the Tender Evaluation Committee.
- 6.7 In case the date of opening of tender is declared a holiday for unexpected reasons, the tender shall be opened same time on the next working day;
7. **VALIDITY OF BID:-** The bids shall be valid for a period of three months from the date of opening of bids. A bid for a shorter period of validity shall stand rejected;
8. **NON TRANSFERABILITY:-** This tender is non transferable. The incomplete and conditional tenders will be summarily rejected;
9. **NON-WITHDRAWAL OF BIDS:-** No bidders will be allowed to withdraw after e-submission of bids/ opening of the tender; otherwise the EMD submitted by the firm will be forfeited;
10. **RIGHT OF ACCEPTANCE:**
- 10.1 The Competent Authority in the Ministry of External Affairs reserves all rights to reject any bid including bids of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority in the Ministry in this regard shall be final and binding.
- 10.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 10.3 The Competent Authority in the Ministry reserves the right to award any or part or full contract to any successful firms/companies/individuals at its discretion and this will be binding on the bidders.
- 10.4 In case of failure to comply with the provisions of the terms and conditions mentioned by the agency that has been awarded the contract, the Competent Authority in the Ministry reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulting agency, which has been awarded the initial contract and this will be binding on the bidders.
- 10.5 The Ministry of External Affairs may terminate the contract if it is found that the Contractor is blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings etc.
11. **NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE':**
- 11.1 After determining the successful bidder after evaluation, the FSI shall issue a Letter of Acceptance (LoA) in duplicate to the successful bidder, who will return one copy to FSI duly acknowledged,

accepted and signed by the authorized signatory, within three (3) days of receipt of the same by the successful bidders.

11.2 The Letter of Acceptance to the bidder shall constitute an integral part of the Agreement and it will be binding on the parties.

12. NOTICE TO PROCEED AND SIGNING OF CONTRACT AGREEMENT:

12.1 After the acceptance of the LoA from the successful bidder, FSI shall issue the 'Notice to Proceed', to the Contractor authorizing him to provide coach/instructor for Swimming classes at FSI.

12.2 The Coach/Instructor and Life Guard so provided should be physically fit to also perform the duties of a life-guard should any emergency arise.

12.3 The successful bidder shall enter into contract and shall execute and sign the Agreement in accordance with the Articles of Agreement before commencement of the services.

13. TERMS AND CONDITIONS

13.1 The firms/companies/individuals have to mention full particulars of the coach/instructor who is nominated for Swimming classes.

13.2 The coach/instructor and Life Guard will visit on time indicated by FSI. The coach/instructor and Life Guard has to enter in/out time in the Register.

13.3 After evaluation, the work shall be awarded normally to the firm/company/individual fulfilling all the conditions and who has quoted the lowest rate. In case two or more firms/companies/individuals are found to have quoted the same rates, the FSI shall decide about the firm/company/individual to which the offer shall be granted based on the qualification and experience of the Coach. The decision of the Competent Authority of FSI shall be final.

13.4 The bidder shall quote the total price of the service contract "including all taxes" both in words & in figures. In case of variation between words & in figures, the lowest shall be considered.

13.5 The bidder should have an office in proximity of New Delhi/NCR of Delhi.

13.6 There should be no criminal case/s pending against the firm/company/individual/Proprietor.

13.8 The firm/company/individual would be responsible for payment of salaries & other compensation to its coach/instructor and Life Guard. The FSI would be responsible only for dues/payment to the firm/company/individual as per the agreed contract amount. No coach/instructor/Life Guard of the firm/company/individual would have any claim for regularisation of their services with the FSI.

13.9 Force Majeure: No Liability shall be attached to the firm/company/individual for any damage due to natural calamities such as Earth Quake, War, Civil Commotion and Willful damage.

14. VALIDITY OF CONTRACT

14.1 The contract, if awarded, shall be initially valid for one year from the date of award of contract subject to continuous satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements /statutory requirements, FSI shall have the right at any time to terminate the contract and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of FSI.

14.2 The initial period may be extended, subsequently, on mutual consent, for a period of not more than one year on review of performance, depending upon the requirements and administrative conveniences of the Foreign Service Institute, Ministry of External Affairs.

15. **TERMINATION**

This contract may be terminated by either party by giving one month's written notice to the other if:

15.1 The other party is in material breach of its obligations under this Agreement and/ or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or

15.2 The contract may be terminated forthwith by the FSI by giving written notice to the Contractor, if:

- i. In case of breach of any of terms and conditions of the contract by the Contractor, the Competent Authority of the FSI shall have the right to cancel the contract without assigning any reason thereof.
- ii. The Contractor does not provide service satisfactorily as per the requirements of the FSI or / and as per the Schedule of Requirements
- iii. The Contractor goes bankrupt and becomes insolvent.

16. **PAYMENT**

16.1 No advance payment will be made. Payment will be made every month. Payment will be made only in respect of the actual number of sessions by the Coach-cum-Life Guard and number of days of service provided by Life Guard of the firm/company/individual on submission of bills. Payment will be made within one month of receipt of actual bills, duly certified by the Administrative Authority.

16.2 TDS Certificate will be issued to the firms/companies/individuals after submission of proof of payment of GST to the Government.

17. **SETTLEMENT OF DISPUTES AND ARBITRATION:**

17.1 In the event of non-compliance or breach of any terms of the agreement or unsatisfactory or inefficient service on the part of the firm, the FSI will be at liberty to terminate the contract without giving any notice. In this respect the decision of the FSI will be final and binding on vendor.

17.2 That in case of any dispute arising between the parties with reference to the contract, interpretation of the terms or any claim whatsoever, it shall be referred to a sole Arbitrator in accordance with the provisions of Arbitration and Conciliation Act, 1996. The place of Arbitration proceedings shall be at New Delhi.

TECHNICAL BID [COVER – I]

PROVIDING QUOTATIONS FOR HIRING OF COACH/INSTRUCTOR AND LIFE GUARD FOR SWIMMING CLASSES AT FOREIGN SERVICE INSTITUTE

TENDER NOTICE NO. Q/FSI-OT/580/15/2016-vol-II

dated: 09.01. 2019

Cover-I (Technical Bid) (following documents to be uploaded online in .pdf format)		
Sl. No.	Document	File Type
1	Contact Details Form (Form-I)	.pdf
2	EMD of Rs.5,000/- (Rs. Five Thousand only) (scanned copy)	.pdf
3	Certified copies (i) PAN, (ii) GST (iii) TIN (iv) GST Registration	.pdf
4	Experience Certificate of the Coach for a period of three years	.pdf
5	Affidavit (ANNEXURE-III)	.pdf
6	Check List Form (Form-II)	.pdf

Experience Certificate of the Coach for a period of three years as a proof.

Signature of the authorised
signatory of the Tenderer with
seal of the firm/company/individuals

Name: _____

Mob No. _____

Date: _____

FINANCIAL BID [COVER-II]

SCHEDULE OF WORK

PROVIDING QUOTATIONS FOR HIRING OF COACH/INSTRUCTOR & LIFE GUARD FOR SWIMMING CLASSES AT FOREIGN SERVICE INSTITUTE

No.Q/FSI-OT/580/15/2016-vol-II **Dated: 30.11.2018**

Sl.No.	Classes	Time	Duration/Session	Fee	GST (if applicable)	Total amount
1	Swimming	Morning/ Evening*	90 Minutes			
2	Life Guard	Morning/ Evening*	Per day			

* Services of coach/instructor & Life Guard is required for all the days in a month except on Monday and Gazetted holidays and during the field attachment of IFS OTs.
*The vendors are requested to quote the fee for each session for Swimming Coach-cum-Life Guard and per day for Life Guard

Signature of the authorised
signatory of the Tenderer with
seal of the firm/company/individuals

Name: _____

Mob No. _____

Date: _____

ON NON-JUDICIAL STAMP PAPER OF RS.10/

I/we.....partner(s)/Legal Attorney/Proprietor(s)/Accredited
Representative(s) of M/s.....

Solemnly declare that:

2. I/w am/are submitting tender for -----against Tender Notice No.-----
---dated-----.

3. I/we or our partners do not have any relative working in Foreign Service Institute or in anyother offices of Ministry of External Affairs, New Delhi or any other office thereof.

4. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.

5. My/our bid shall be valid for a period of 90 days from the last date fixed for the bid submission in accordance with the Bidding Documents and shall remain binding upon us and may be accepted at any time before the expiry of the period.

6. If my/our bid is accepted, I/we commit to submit a Performance Guarantee in accordance with the Bidding Documents.

7. The Price-Bid submitted by me/us is “WITHOUT ANY CONDITION”.

8. If any information or document submitted is found to be false/incorrect, Ministry of External Affairs may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money (EMD) and blacklisting of my/our firm and all partners of the firm etc.

9. I/we also declare that the Government of India or any other Government body has not issued any show-cause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fradulent, collusive or coercive practices or any failure/lapses of serious nature.

10. The workers provided by me/us would not have any employer-employee relation with the Ministry of External Affairs and thereby not claim any regularization of their services or enhancement in their wages from Ministry.

11. All the workers provided by me/us will have their Bank Accounts and the payment of their salary will be made through these Bank Accounts. Besides, compliance of all prevalent labour laws/regulations, including minimum wages as revised from time to time by the Government, shall be my/our responsibility.

12. We will deploy only well-trained and police verified workers on the site.

13. We have modern equipment, latest technical expertise and sufficient manpower for the project work.

14. We will use branded material only with quality upto the satisfaction of the client.

15. I/we also accept all the terms and conditions of this bidding document and undertake to abide by them; including the condition that FSI is not bound to accept highest ranked bid/lowest bid or any other bid that FSI may receive.

(Signature of the Tender with Seal)

Seal of Notary

Date:

INSTRUCTION TO BIDDERS FOR ONLINE BID SUBMISSION:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective „My Tenders” folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of

each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy etc.) has been provided to the bidders. Bidders can use “My Space” or „Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 9) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.

CONTACT DETAILS FORM**GENERAL DETAILS OF BIDDER**

1	NAME OF THE FIRM/COMPANY/INDIVIDUAL	
2	NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE	
3	COMMUNICATION ADDRESS	
4	TELEPHONE AND MOBILE NO.	
5	FAX NO.	
6	E-MAIL ID	

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

1	NAME OF THE CONTACT PERSON	
2	DESIGNATION	
3	COMMUNICATION ADDRESS	
4	TELEPHONE NO.	
5	MOBILE NO.	
6	E-MAIL ID	

CHECK LIST

SI. No.	Particulars	YES/NO
1	Have you filled and submitted all forms (i) Technical bid, (ii) Financial bid, (iii) Contact detail form and (iv) Checklist ?	
2	Have you read and understood various conditions of the Contract and shall abide by them?	
3	Have you enclosed scanned copy of the draft for EMD of Rs.5,000/- and uploaded with the Technical Bill?	
4	Have you submitted the original EMD draft of Rs.5,000/- to FSI on or before submission of online bid?	
5.	Experience: Have you uploaded the experience certificates of the Coach for the three years?	
6.	Have your Technical Bid been prepared and uploaded as per the requirements of the Tender?	

Note :- The above must be filled, signed and submitted along with the bid.

Signature of the authorised
signatory of the Tenderer with
seal of the firm/company/individuals

Name: _____

Mob No. _____

Date: _____

AGREEMENT

This agreement is made on this ...(date)(Month and year) at New Delhi between the Foreign Service Institute, Ministry of External Affairs, New Delhi represented by its authorized representative and M/s XXXXXXXXXX (hereinafter called the Service Provider)

Whereas, Foreign Service Institute Ministry of External Affairs is entrusted with matters defined in its Memorandum of Association related activities; and Whereas, the service provider is engaged in the business of providing services of coach/instructor for Swimming classes at Foreign Service Institute.

Whereas, Foreign Service Institute Ministry of External Affairs is in need of services of coach/instructor for Swimming classes at Foreign Service Institute, and the service provider has represented that he is in the business of providing services relating to services of coach/instructor for Swimming classes as per requirements, and on the basis of the offer given by service provider that the service provider will be able to provide efficient service coach/instructor, Foreign Service Institute, Ministry of External Affairs has agreed to utilize the services of the service provider at the Foreign Service Institute, Ministry of External Affairs office on the following terms and conditions:

Sl.No.	Job/work	Time	Duration
1	Swimming Coach/Instructor	Morning/Evening*	90 Minutes
2	Life Guard	Morning/Evening*	During Swimming Pool operation hours

* Services of coach/instructor and Life Guard are required for all the days in a month **except on Monday and Gazetted holidays and during the field attachment of IFS OTs.**

*The vendors are requested to quote the fee for each session.

2. TERMS AND CONDITIONS

- 2.1 The Service Provider has to mention full particulars of the coach/instructor who is authorized to provide classes for Swimming.
- 2.2 The coach/instructor of the Service Provider will visit on time. The coach/instructor has to enter in/out time in the Register.
- 2.3 There should be no criminal case/s pending against the firm/company/individual/Proprietor during the contract period.
- 2.8 The firm/company/individual is responsible for payment of salaries & other compensation to its coach/instructor. The FSI would be responsible only for dues/payment to the firm/company/individual as per the agreed contract amount. No coach/instructor of the firm would have any claim for regularisation of her/his services with the FSI.
- 2.9 Force Majeure: No liability shall be attached to the firm for any damage due to natural calamities such as Earth Quake, War, Civil Commotion and Willful damage.

3. VALIDITY OF CONTRACT

- 3.1 The contract, if awarded, shall be initially valid for one year from the date of award of contract subject to continuous satisfactory performance. In case of breach of contract or in the event of not

fulfilling the minimum requirements /statutory requirements, FSI shall have the right at any time to terminate the contract and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of FSI.

3.2 The initial period may be extended, subsequently, on mutual consent, for a period of not more than one year on review of performance, depending upon the requirements and administrative conveniences of the Foreign Service Institute, Ministry of External Affairs.

4. TERMINATION

This contract may be terminated by either party by giving one month's written notice to the other if:

- 4.1 The other party is in material breach of its obligations under this Agreement and/ or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 4.2 The contract may be terminated forthwith by the FSI by giving written notice to the Contractor, if:
 - i. In case of breach of any of terms and conditions of the contract by the Contractor, the Competent Authority of the FSI shall have the right to cancel the contract without assigning any reason thereof.
 - ii. The Contractor does not provide service satisfactorily as per the requirements of the FSI or / and as per the Schedule of Requirements
 - iii. The Contractor goes bankrupt and becomes insolvent.

5. PAYMENT

- 5.1 No advance payment will be made. Payment will be made every month. Payment will be made only in respect of the actual number of visits by the coach/instructor of the firm/company/individual on submission of bills. Payment will be made within one month of receipt of actual bills, duly certified by the Administrative Authority.
- 5.2 TDS Certificate will be issued to the firms/companies/individuals after submission of proof of payment of Service Tax to the Government.

6. SETTLEMENT OF DISPUTES AND ARBITRATION:

6.1 In the event of non-compliance or breach of any terms of the agreement or unsatisfactory or inefficient service on the part of the firm, the FSI will be at liberty to terminate the contract. In this respect the decision of the FSI will be final and binding on the Service Provider.

6.2 That in case of any dispute arising between the parties with reference to the contract, interpretation of the terms or any claim whatsoever, it shall be referred to a sole Arbitrator in accordance with the provisions of Arbitration and Conciliation Act, 1996. The place of Arbitration proceedings shall be at New Delhi.

7. The following documents shall be deemed to form and be read and construed as part of this. (This Agreement shall prevail over all other Contract documents) :-

- i. The Letter of Acceptance (LoA) issued by the "FSI. Notice to Proceed (NTP) issued by the FSI.
- ii. The complete Bid, as submitted by the Contractor. The Addenda, if any, issued by the FSI.

iii. Any other documents forming part of this Contract Agreement till date. (Performance Guarantee)

8. Charges for hiring of coach/instructor-cum-Life Guard for Swimming classes shall be Rs.xxxxxx only for 90 minutes per class plus GST as applicable. Charges for hiring of Life Guard shall be on per day basis plus GST as applicable. Imposition of any tax or duty, statutory or otherwise shall be borne by the Service Provider.

CONTRACT PERIOD: FROM XXXXXXXXXXXXXXXX TO XXXXXXXXXXXXXXXX

Signed on behalf of
the President of India

Signed for and on behalf of

(Authorised Signatory)

(Authorised Signatory)

Witness

Witness