



**NATIONAL ACADEMY OF CUSTOMS, INDIRECT TAXES & NARCOTICS
NACIN COMPLEX, SECTOR 29, FARIDABAD**

Online tenders are invited from the eligible contractors for Operation of filtration plant of Swimming pool of capacity 7 lacs ltrs (size 25x12M) and providing the services of Swimming Coach & Life Guard for the period w.e.f 01.04.2019 to 31.10.2019 in two shifts (Morning & Evening).

- The complete bidding document is available at website:
www.nacen.gov.in
www.cbec.gov.in
www.eproure.gov.in
- Bids shall be submitted online only on e-procure portal of Govt. of India
<https://eprocure.gov.in/eprocure/app>.
- The Tenderer must produce the experience of operation of filtration plant and qualification & experience of Swimming Coach & Life Guard with the bid.
- The tender shall be accompanied by the Earnest money of Rs. 10000/- in Demand Draft of a schedule bank issued in favour of PAO CBEC, New Delhi
- Last date for submission of bids online is 21.03.2019 up to 1500 hrs and bids will open on the same day at 1600hrs.
- The Academy reserves the right to reject any one or all the bids without assigning any reason thereof.

Additional Director (Admn)
NACIN, Faridabad



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NACIN COMPLEX, SECTOR 29, FARIDABAD**

TERMS & CONDITIONS

1. Tenderers shall have an experience of minimum four years and the Swimming Coach Life Guard and cleaning staff provided by tenderer shall also possess required qualification / certification as prescribed by the applicable law and rules.
2. Tenderers are advised to inspect and examine the site and satisfy themselves before submitting their tenders. A tenderer shall be deemed to have full knowledge of the work whether he inspects or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at its own cost all material, tool & plant, facilities for workers and all other services required for executing the work. Submission of tender by a tenderer implies that he has read this notice and has made himself aware of the scope of work to be done.
3. The tender Earnest Money shall be submitted at NACIN in original in sealed envelope marked "Earnest Money and the copy of the DD shall be enclosed online with the technical bid.
4. The tender for the work shall remain open for acceptance for a period of 15 days from the date of opening of tenders. If any tenderer withdraws his/her tender before the said period or makes any modification in the terms & conditions of the tender which are not acceptable to the Department then the Govt. shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said Earnest Money.
5. The successful tenderer/contractor, on acceptance of his/her tender by the accepting authority shall within 15 days from the stipulated date of start of the work sign the contract.
6. All the material intended for use to maintain the swimming pool etc. under this work shall be got approved by the NACIN office in-charge of the swimming pool before use.
7. If the plant could not be operated or water is not maintained as per relevant I. S. Codes, a penal recovery @ Rs. 2500/- per day shall be made from the dues payable to the tendered/ contractor.

8. For operation of equipment the tenderer/ contractor shall engage the qualified staff as prescribed by the law and rules applicable.

9. Swimming pool shall be operated six days in a week. The one day weekly off can be changed as per the requirements of the Academy.

10. The competent authority does not bind itself to accept the lowest or any other tender and reserves to himself/ herself the authority to reject any or all of the tenders received without assigning any reason. All tenders in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put by the tenderer, shall be summarily rejected.

11. A log book has to be maintained by the tenderer, in which daily testing report, chemical and quantity of material used etc. should be mentioned in separate columns and should be got signed by the officer in charge of the swimming pool of this Academy. The daily testing report shall be displayed as such that it can be visible to everyone using swimming pool.

12. The Swimming Coach and Life Guard should be qualified/ trained and experienced as per requirements of the law and rules applicable. The qualification and details of experience for the work may be attached while submitting the tender documents.

13. Any deficiency in the conditions mentioned above should attract a penalty of Rs.2500/- per day on first attempt and on subsequent deficiency, the tender can be terminated and earnest money will stand forfeited.

Please read the following **Terms & Conditions** carefully before filling up the Tender Document. Incomplete Tender Documents will be rejected.

A) GENERAL CONDITIONS:

01. The work shall be carried out in accordance with these conditions, specifications and relevant Indian Standard 3328-1965 and as per instructions of the Administrative branch of NACIN.

02. TERMS OF PAYMENT:

I) No advance payment will be admissible.

II) Payment on monthly basis will be released on 25th of the following month for the previous month. Appropriate deductions / penalty will be levied for unsatisfactory work. NACIN shall be the sole authority to determine such deductions/ penalty.

03. The service provider (hereinafter referred as service provider/ agent) shall obtain for themselves on their own responsibility and at their own expenses all the

information which may be necessary for the purposes of tendering and for entering into a contract and shall inspect the site of work and acquaint themselves with all local conditions, means of access to the work, nature of work and all matters pertaining thereto.

04. Immediately, on receipt of intimation from the NACIN regarding acceptance of quotation, the successful tenderer/firm/ service provider/agency shall commence the work as per the instructions contained in the bid documents. The acceptance of the quotation will constitute a binding contract between NACIN and the firm/service provider so tendering. It will be the responsibility of the service provider to thoroughly examine the Swimming Pool, its plant room, and other related installations in all respects before filing the tender and bring to the notice of NACIN any short coming or short supply in the installations being taken over for operation of swimming pool. Once taken over it will become the sole responsibility of the contractor to guarantee completion and effective functioning of the systems.

05. In the event of refusal to carry out work by the successful service provider on any grounds, his/her earnest money / security deposit shall be forfeited.

06. All the payments of bills for the work shall be made directly into the service provider account by digital means through PAO, CBEC after sanction by the competent authority.

07. It shall be the responsibility of the service provider to meet transportation, food, medical and any other requirements in respect of the workers so engaged by it (Agency/Service provider) at NACIN Faridabad and NACIN Faridabad shall have no liabilities in this regard.

08. For all intents and purposes, the service provider shall be the "Employer" within the meaning of all prevalent Labour Legislations in respect of workers so employed and engaged in NACIN Faridabad under this contract. The workers deployed by the agency/service provider in NACIN Faridabad shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against NACIN Faridabad.

09. The service provider shall be solely responsible for the redressal of grievances /resolution of disputes relating to workers engaged by them. NACIN Faridabad shall, in no way, be responsible for settlement of such issues whatsoever.

10. NACIN Faridabad shall not be responsible for any damages, losses, theft, claims, financial or other injury to any workers deployed by service provider in the course of performing their functions/ duties, or for payment towards any compensation.

11. The workers deployed by the service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, adhoc, regular/ confirmed employees during or after expiry of the contract period.

12. In case of termination of this contract on its expiry or otherwise, the workers engaged by the service provider shall not be entitled to and shall have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in NACIN Faridabad.

13. The service provider shall also be liable for depositing all taxes, levies, cess, etc. on account of services rendered by it to NACIN Faridabad to the respective tax collection authorities from time to time as per extant rules and regulations on the matter.

14. The Income Tax (T.D.S.) shall be deducted from the monthly bills (as per current rates), as amended from time to time in accordance with the provisions of Income Tax Department, and a certificate to this effect shall be provided to the agency/service provider by NACIN Faridabad.

15. In case, the service provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof NACIN Faridabad is put to any loss / obligation, monetary or otherwise, NACIN Faridabad shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the service provider, to the extent of the loss or obligation in monetary terms.

16. If any worker wants to go on leave, they shall inform well in advance to the NACIN officer in-charge of Maintenance at NACIN Faridabad and alternative proper arrangements shall be made by the service provider.

B) SERVICE PROVIDER'S RESPONSIBILITIES:

1. The amounts specified herein above are inclusive of all costs, expenses, wages and other expenses including ex-gratia payment to workmen or payment of their legal dues that may be incurred by the agency/service provider and the agency/service provider shall not be entitled to make any other demands monetary or otherwise from the NACIN Faridabad during the term of this contract.

2. The agency/service provider shall at all-time indemnify the NACIN Faridabad against all claims for compensation under the provisions of any law for the time being in force / brought into force, by or in respect of any workmen employed by the service provider in carrying out the contract and against all costs and expenditure incurred by the NACIN in connection therewith. The NACIN shall be entitled to deduct any amount due, from all the money paid or payable by way of compensation as aforesaid and costs or expenses in connection with any claim thereto. For this purpose, an indemnity bond will have to be executed.

3. The service provider shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the NACIN. In case of breach of these conditions, NACIN will serve a notice in writing on the service provider rescinding the contract where upon the security deposit shall stand forfeited to NACIN without prejudice to his other remedies against the service provider.

4. The service provider shall be responsible for taking good care of all the equipment at the swimming pool and its plant room.

5. The service provider shall employ required number of employees as deemed to be suitable for carrying out the jobs specified in the quotation.

6. The employees engaged by the service provider should observe the discipline and should see that the decency and decorum are maintained within the course of their employment.

7. The service provider should furnish the maintenance schedule every week.

8. All personnel employed by the service provider shall be medically fit at the time of employment and during employment also.

9. The service provider's employees will be provided with proper uniforms at its own cost. Any employee found improperly dressed or unsatisfactory in performance would be asked to leave the premises. The service provider will provide immediate replacement in such cases.

10. All the licenses, permits etc. from statutory authorities required for running of this contract will be in the name of NACIN. However all formalities required for obtaining / renewing them will be done by the service provider on behalf of NACIN.

11. The service provider shall indemnify NACIN against all claims which may be made upon the employer whether under Workmen's Compensation Act or any other

statutes in force during the currency of this contract shall at his own expenses effect and maintain a policy of insurance in the joint names of the NACIN and the contractor against such risks and deposit such policy or policies with NACIN.

12. The service provider shall ensure that it fully complies with and observe all the provisions of the Contract Labour Act (Regulation and Abolition Act) 1970, the Minimum Wages Act, 1948, Payment of Wages Act, 1936, Employees Provident Fund and Miscellaneous Provisions Act, the E.S.I. Act and such other statutory enactments, rules and regulations laid down by the government or local body in force / coming into force which may apply to this agreement and any liability on account of non-compliance or violation thereof shall be the service provider responsibility.

13. The employees employed by the service provider shall be, its employees and the NACIN, Faridabad shall in no way be responsible or liable for their wages, salaries, bonus, gratuity or any other allowance, leave salary, wages for holidays or any other compensation notice pay etc.

14. The service provider shall regularly make payment to the Provident Fund, Family Pension, Employees State Insurance Contribution, Deposit Linked Insurance Scheme and all other statutory dues that may become due or payable by the service provider for the labour employed by it and maintain all such records as may be statutorily required and present the same to the officers of the Academy as and when required.

15. The contract will be for a period of 7 approx. seven months starting from 01.04.2019 to 31.10.2019.

16. Termination of Agreement:

During the currency of this agreement, the NACIN Faridabad shall have the right to terminate this agreement if it is not satisfied with the performance of the service provider by giving it 30 days notice in writing. For this purpose the Academy shall be the sole judge to decide whether the performance of the service provider is satisfactory or not and such decision of the Academy shall be final, conclusive and binding on the service provider and the service provider shall not be entitled to any compensation in that regard. Furthermore, if on account of non-renewal of the contract and / or termination of this contract, the service provider has to terminate its employees, and then it shall be the sole responsibility of the service provider to pay the legal dues to his employees. In the event of non-compliance of legal provisions or non-payment of dues the service provider itself shall be liable for all costs and consequences.

17. The quoted rate of the service provider shall be deemed to have taken into account all the conditions mentioned above.

18. In matter of interpretation / disputes in regard to this contract the authority of the proper officer as appointed by the Director General, NACIN Faridabad will be final.

[The service provider will give a declaration as per draft attached (Annexure) that he/she has read and understood all the conditions and the same shall remain binding upon him/herself in case the work is entrusted to him.

ANNEXURE

To,

The Deputy Director (Admn),
National Academy of Customs, Indirect Taxes & Narcotics,
NACIN Complex, Sector – 29,
Faridabad.

Sir,

Sub: Operation of filtration plant of swimming pool and providing services of swimming coach & life guard for NACIN, Faridabad-reg..

Ref.: Tender ID no.

With respect to the Tender No. _____ dated _____, I / We hereby submit my / our bid in a required format.

I / We have adhered to the requirements prescribed by NACIN Faridabad, I / We have carefully gone through the guidelines / terms and conditions and prescribed format and I / We accept the same without any alternations / modifications.

I / We understand that you are not bound to accept the lowest or any tender you may receive.

Yours faithfully,



**NATIONAL ACADEMY OF CUSTOMS, INDIRECT TAXES & NARCOTICS,
NACIN COMPLEX, SECTOR- 29, FARIDABAD.**

Name of work: **RMO Swimming Pool at NACIN Complex, Faridabad.**

(Sub Head: Operation of Filtration Plant of Swimming Pool & providing the services of Swimming Coach & Life Guard).

S.no.	Description of item	Qty./unit	Rate	Amount
1.	Running operation and maintenance of filtration plant of Swimming pool of capacity 7 lacs liters (size 25x12 Mtrs) including treating the water of swimming pool with doses of chemicals required to achieve the result as per IS 3328-1965 and their relevant codes.	230 days.		
2.	Providing and mixing of the following chemical for treating the water of swimming pool as per required quantity to achieve the results as per IS 3328-1965 and their relevant codes with the help of testing kit complete as required.			
	i) Liquid Chlorine	5150 ltrs.		
	ii) Soda Ash	2575 ltrs.		
	iii) Copper Sulphate	255 kgs.		
	iv) Alum	5150 kgs.		
3.	Repair of pumps and motor, replacement of pump and motor, replacement of switch gear, cable, wire etc. as required.	One job. (if required)		
4.	Providing/ cleaning of media in filtration plant.	One job.		
5.	Providing the services of Swimming Coach w.e.f 01.04.2019 to 31.10.2019	Two		
6.	Providing the services of Life Guard w.e.f. 01.04.2019 to 31.10.2019	Two		
7.	Cleaning staff	One		