



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

F.No IX-Admn/4/5/2016

Date: 23.2.2018

**NOTICE FOR INVITING SERVICE PROVIDER FOR OPERATION OF  
FILTRATION PLANT OF SWIMMING POOL, SWIMMING COACH & LIFE  
GUARD OF CAPACITY 7 LACS LTRS (SIZE 25X12M)**

Sealed tenders are invited from the eligible service provider for Operation of filtration plant of Swimming pool of capacity 7 lacs ltrs (size 25x12M).

Tenders are also invited for providing the services of qualified Swimming Coach & Life Guard for the period w.e.f **1.04.2018 to 31.10.2018** in two shifts (**Morning & Evening**).

The service provider shall have an experience of minimum three years to run swimming pool.

Tender documents can be purchased from NACIN Room No 1 during 11:00 AM to 4:00 PM on all working days on payment of Rs 500 only in cash or can be downloaded from website [www.nacen.gov.in](http://www.nacen.gov.in) or [www.cbec.gov.in](http://www.cbec.gov.in). Those who download the tender document from website should tender Rs 500.00 in cash while submitting their tender bid. The Tenderer must produce the required documents to prove the experience of operation of filtration plant and certificate issued to prove qualification & experience of Swimming Coach & Life Guard alongwith the tender.

The tender shall be accompanied by the Earnest money of Rs. 10000/- (Rupees ten thousand only) in cash or Demand draft of a Nationalized schedule bank issued in favour of PAO, CBEC payable at New Delhi.

Tenders in sealed envelope with the name of work TENDER FOR SWIMMING POOL addressed to the Joint Director will be received up to **3.00 PM on 19.03.2018** and will be opened on the same day at **3.30 PM** before the Committee as appointed by the Director General. The Director General, NACIN reserves the right to reject any one or all the tenders without assigning any reason thereof.

Joint Director (Admn)

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

**Cost of Tender : Rs. 500/-**  
**Date of opening : 19.03.2018**

**TERMS & CONDITIONS**

1. Tenderers shall have an experience of three years and the Swimming Coach and Life Guard provided by tenderer shall also possess required qualification / certification as prescribed by the applicable law and rules and shall be submitted at the time of submitting tender.
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 his 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 and earnest money shall be placed in separate sealed envelope each marked "Tender" for Swimming pool and "Earnest Money" respectively. In case where earnest money is to be paid in cash, the same shall be deposited with the Cashier and receipt should be placed in the envelope meant for earnest money. Both the envelopes should be submitted together in another sealed cover. The envelope marked "Tender" for Swimming pool of only those tenderers shall be opened whose earnest money placed in other envelope is found to be in order.
4. The tender for the work shall remain open for acceptance for a period of 30 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 Competent Accepting authority shall sign the contract within 7 days of acceptance of tender.
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 tenderer/ contractor.
8. For operation of equipment's 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. However swimming pool can be made operational on any holiday if need arise.
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 papers.**
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.
14. Other details about the tender are also enclosed as ANNEXURE "A"

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## ANNEXURE 'A'

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 NACIN.
02. The tender will remain valid for one month from the date of opening.

### **03. TERMS OF PAYMENT:**

- I) No advance will be admissible.
- II) Payment on monthly basis will be released on 25<sup>th</sup> 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.

04. 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.

05. 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 contract for operating the swimming pool is signed by successful tenderer it will become the sole responsibility of the contractor to guarantee completion and effective functioning of the systems.

06. 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.

07. All the payments of bills for the work shall be made by cheque/ E- payment drawn on local branches of scheduled banks only.

08. 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.

09. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. The Income Tax (T.D.S.) shall be deducted @ 2.0% 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.

16. 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.

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

#### **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 to any other Agency. 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 by the NACIN without prejudice to his other legal action against the service provider.

4. The service provider shall be responsible for taking good care of all the equipments 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 only 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 approx. seven months starting **from 1.04.2018 to 31.10.2018.**

**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 10 (TEN) 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 ANNEXURE "B" attached 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.]

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**ANNEXURE "B"**

**The Director General,  
National Academy of Customs, Indirect Taxes & Narcotics,  
NACIN Complex,  
Sector - 29,  
Faridabad.**

Sir,

**Sub: Quotation for Operation of filtration plant of swimming pool and providing services of Swimming Coach & Life Guard for NACIN, Faridabad.**

**Ref. : Quotation Enquiry.**

With respect to the enquiry letter dated \_\_\_\_\_, I / We hereby submit my / our quotation 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,  
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.	214 days. or as decided by the Competent Authority.		
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	4565 ltrs.		
	ii) Soda Ash	2283 ltrs.		
	iii) Copper Sulphate	229 kgs.		
	iv) Alum	4565 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 1.04.18 to 31.10.18	Two		
6.	Providing the services of Life Guard w.e.f. 1.04.18 to 31.10.18	Two		

**OPERATION OF FILTRATION PLANT OF SWIMMING POOL  
AT NACEN COMPLEX FARIDABAD.**

1. The filtration plant shall be run for minimum 6 hours a day and suction sweeper shall be operated minimum 3 hours a day.
2. For operation of equipment as above the Contractor shall engage staff as below:

i.	Operator	ITI qualified with 3 years' experience on similar plant.	1 no. minimum 6 hours a day
ii.	Khallasi	Having experience on similar plant for 2 years.	1 no. minimum 6 hours a day
iii.	Chemical	BSc Engineering in Chemical Engineering.	1 no. minimum 2 hours a day.
3. Plant shall be operated 6 days in a week. This can be changed as per requirement at site.
4. Besides normal operation of plant minor repair to filtration plant, pump set, control valve, elect. panel is included in the scope of work.
5. Treating water with chemicals, testing of water as per IS code 3328 in the presence of Chemical Engineer and clearing of swimming pool daily for 3 hours with suction sweeper shall be included in the scope of work.
6. The filtered water shall have to be maintained as per IS 3328-1965 and other relevant codes and results to be recovered in the log book.
7. Log book has to be maintained by the contractor in which testing report, chemical and quantity of material used etc should be mentioned and should be got signed by the nominated officer of the Academy.
15. All material shall be got approved before use.
16. Plant shall be returned back in good working condition on completion/termination of contract.
17. If operating staff is found missing or absent, recovery shall be done at the following rates:

A.	Operator	Rs. 200/- per day
B.	Khallasi	Rs. 100/- per day.
C.	Chemical Engineer	Rs. 500/- per day.
18. If on account of negligence of contract plant could not be operated or water is not maintained as per relevant IS codes penal recovery @ Rs. 2500/- per day shall be made from the contractor.
19. The work can be terminated if not found up to required standards on examination without assigning any reasons.
20. The repair of pumps & motor, replacement of pump and motor, replacement of switchgear, cable, wire etc., as required and providing/cleaning of media in filtration plant shall be carried out by the Service provider free of cost during the duration of contract.
21. In case of any dispute the decision of the Director General, NACIN shall be final.