



**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 & Cleaning staff for the period w.e.f 01.04.2021 to 31.10.2021 in two shifts (Morning & Evening).

- The complete bidding document is available at website:
www.nacen.gov.in
www.cbec.gov.in
www.eprocure.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 four year experience certificate from Government/Public Sector Undertaking/Local Bodies of operation of filtration plant and experience certificate from Government/Public Sector Undertaking/Local Bodies in respect of Swimming Coach & Life Guard with the bid.
- Last date for submission of bids online is 19.03.2021 up to 1700 hrs and bids will open on 22.03.2021 at 1200 hrs.
- The Academy reserves the right to reject any one or all the bids without assigning any reason thereof.

Additional Director (Admn)
NACIN, Faridabad



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

TERMS & CONDITIONS

1. Eligibility Conditions:

- (a) Tenderer shall have an experience of four year of similar work (minimum Rs. 5 lakhs per annum) with Government/Public Sector Undertaking/Local Bodies. Documentary evidence of the same in the form of copy of the work order/experience certificate from Government/Public Sector Undertaking/Local Bodies shall be enclosed.
- (b) Tenderer should have turnover of minimum Rs. 20 lakhs per annum during the last three financial years i.e. 2017-18, 2018-19 and 2019-2020. CA certificate in this regard shall be enclosed.
- (c) The minimum manpower handled by the tenderer should be 10 Nos and documentary evidence shall be enclosed with bid.
- (d) Tenderer shall have PAN number. Copy of the same to be enclosed.
- (e) Tenderer shall be registered as per GST law. Copy of the registration to be enclosed.
- (f) Tenderer location shall be in Delhi/NCR. Proof of the same in form of GST registration certificate/ RoC may be enclosed.
- (g) The Swimming Coach and Life Guard should be qualified/ trained. The qualification and 4 year experience certificate from Government/Public Sector Undertaking/Local Bodies shall be attached while submitting the tender documents.

2. Scope of work:

- (a) Providing manpower for operation of filtration plant of Swimming pool of capacity 7 lacs ltrs (size 25x12M) round the clock, suction sweeping of the pool regularly, mixing of chemical to maintain the PH Value 7.5 to 8.5 for crystal clear pure water.
- (b) Providing and mixing of the chemical for treating the water of swimming pool as per required quantity to achieve the results as per IS 3328-1993 and their relevant codes with the help of testing kit complete as required.
- (c) Repair of pumps and motor, replacement of pump and motor, replacement of switch gear, cable, wire etc. as required.
- (d) Providing/ cleaning of media in filtration plant- one time
- (e) Providing staff for functioning of swimming pool.
 - i) Coach-Two
 - ii) Life Guards -Two
 - iii) Cleaning staff-One
- (f) Providing staff for functioning of swimming pool as per timing given below:-

Morning- 0600 to 1000 Hrs.

Evening - 1700 to 2100 Hrs.

- (g) Daily cleaning and washing of gents and ladies changing room every after 1 hour during the swimming sessions.

3. Performance evaluation:

- (a) NACIN may check the quality/performance of tenderer and the tenderer is obliged to perform to satisfaction of NACIN.
- (b) NACIN reserves the right to satisfy itself about the quality of the services provided by the tenderer. In case of unsatisfactory performance the tenderer will be given opportunity to improve the service within a period of one week failing which the following consequences shall follow:
- (i) Penalty of 5% of monthly contract amount shall be imposed depending upon the level of deficiency.
 - (ii) After giving three written notice for unsatisfactory performance the service contract may be terminated.
4. **Performance Guarantee:** Performance Guarantee of 5% of tender value in the form of FDR/ Demand Draft/ Bank Guarantee in favour of "PAO CBIC" shall be deposited by the successful tenderer within 15 days of issue of letter of award and which shall be returned after successful completion of work.
5. 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 upon 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 carried out.
6. The tender for the work shall remain open for acceptance for a period of 15 days from the date of opening of tender. 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 NACIN shall reject the tender request without prejudice to any other right or remedy.
7. 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.
8. 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.
9. 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.
10. 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. (NACIN reserves the right to cross check the report at any time).

11. The work shall be carried out in accordance with these conditions, specifications and relevant Indian Standard 3328-1993 and as per instructions of the Administrative branch of NACIN.
12. Terms of payment:
 - (i) No advance payment will be admissible.
 - (ii) Payment on monthly basis will be released in 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.
13. Immediately, on receipt of intimation from the NACIN regarding acceptance of quotation, the successful tenderer shall commence the work as mentioned in the bid document. The acceptance of the quotation will constitute a binding contract between NACIN and the firm/tenderer so tendering.
14. All the payments of bills for the work shall be made directly into the tenderer's account by digital means through PAO, CBEC after sanction by the competent authority.
15. It shall be the responsibility of the tenderer to meet transportation, food, medical and any other requirements in respect of the workers so engaged by it at NACIN Faridabad and NACIN Faridabad shall have no liabilities in this regard.
16. For all intents and purposes, the tenderer 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 tenderer in NACIN Faridabad shall not have claims of any employer and employee relationship nor have any principal and agent relationship with or against NACIN Faridabad.
17. The tenderer 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.
18. NACIN Faridabad shall not be responsible for any damages, losses, theft, claims, financial or other injury to any workers deployed by tenderer in the course of performing their functions/ duties, or for payment towards any compensation.
19. The workers deployed by the tenderer 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.
20. The tenderer 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.

21. 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 Law, and a certificate to this effect shall be provided to the tenderer by NACIN Faridabad.
22. In case, the tenderer 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 guarantee of the tenderer, to the extent of the loss or obligation in monetary terms.
23. If any staff employed by the tenderer wants to go on leave, they shall inform well in advance to the NACIN officer in-charge of swimming pool at NACIN Faridabad and proper alternate arrangements shall be made by the tenderer.
24. The amounts quoted in tendering document by the tenderer will inclusive of all costs, wages and other expenses including ex-gratia payment to workmen or payment of their legal dues that may be incurred by the tenderer and the tenderer shall not be entitled to make any other demands monetary or otherwise from the NACIN Faridabad during the term of this contract.
25. The tenderer shall indemnify 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 tenderer in executing the contract and against all costs and expenditure incurred by NACIN in connection therewith. NACIN shall be entitled to deduct all the money paid or payable by way of compensation as aforesaid and costs or expenses in connection with any claim thereto from pending dues of the tenderer. For this purpose, an indemnity bond will have to be executed.
26. The tenderer shall not sublet any portion of the contract except with the written consent of NACIN. In case of breach of these conditions, NACIN will serve a notice in writing to the tenderer rescinding the contract where upon the performance guarantee shall stand forfeited to NACIN without prejudice to other actions against the tenderer.
27. The tenderer shall be responsible for taking good care of all the equipment at the swimming pool and its plant room.
28. The employees engaged by the tenderer should observe discipline and should ensure that decency and decorum are maintained within the course of their employment. Any failure to do so shall be viewed seriously.
29. The tenderer should furnish the maintenance schedule every week.

30. All personnel employed by the tenderer shall be medically fit at the time of employment as well as during the period of employment.
31. The personnel hired shall be provided proper uniforms at the cost of the tenderer. Any employee found improperly dressed or unsatisfactory in performance would be asked to leave the premises. The tenderer will provide immediate replacement in such cases.
32. 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 tenderer on behalf of NACIN.
33. The tenderer 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 at his own expenses 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.
34. The tenderer 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 tenderer's responsibility.
35. The personal hired by the tenderer shall be, the employees of the tenderer and 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.
36. The tenderer shall regularly make payment to the Provident Fund, Employees State Insurance Contribution and all other statutory dues that may become due or payable by the tenderer for the personnel 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.
37. The contract will be for a period of approx. seven months starting from 01.04.2021 to 31.10.2021.
- 38. Termination of Agreement:** During the currency of this agreement, the NACIN Faridabad shall have the right to terminate this agreement by giving 30 days' notice

in writing, if the services are unsatisfactory. For this purpose the Academy shall be the sole judge to decide whether the performance of the tenderer is satisfactory or not and such decision of the Academy shall be final, conclusive and binding on the tenderer and the tenderer 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, it shall be the sole responsibility of the tenderer to pay the legal dues to his employees. In the event of non-compliance of legal provisions or non-payment of dues the tenderer itself shall be liable for all costs and consequences.

39. The quoted rate of the tenderer shall be deemed to have taken into account all the conditions mentioned above.

40. In matter of interpretation / disputes in respect of this contract the decision of Principal Director General, NACIN Faridabad shall be final and binding on the tenderer.

[The tenderer 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-I

Performa for Technical Evaluation

The agencies are requested to furnish the following information/ documents for technical evaluation. The documentary proof is required for each information.

S.no.	Criteria	Document to be supplied	Documents supplied or not(Yes or No)																
1	Name of the proprietors/ Directors																		
2	Whether the bidding agency is registered under GST	GST Registration Certificate																	
3	Whether the bidding agency has a Permanent Account Number (PAN)	Copy of PAN card																	
4	Whether any legal suit/criminal case pending or contemplated or legal notice having being served to this effect against the proprietor of the bidding agency or any of its Directors (in case of Pvt. Ltd. Company) for violation of any of the laws in-force and bidder is not black listed by any Government organization. (attached annexure-III)	Annexure-III																	
5	List of clients Govt. Organization / PSU / Local bodies organization to whom services are provided.	List Along with copy of Work Order																	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Organization to whom services were rendered</th> <th style="width: 10%;">Year of work</th> <th style="width: 10%;">Nature of work</th> <th style="width: 45%;">Work amount</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Organization to whom services were rendered	Year of work	Nature of work	Work amount												
	Organization to whom services were rendered			Year of work	Nature of work	Work amount													
6	Whether the turnover of the bidder for the past 3 years was 20 lakh or more than 20 lakh per annum.	CA certificate																	
7	Whether the proof of registered office/branch office of the bidder in Delhi/ NCR is enclosed.	Copy of RoC /GST Registration Certificate																	
8	Whether declaration as per Annexure-V is submitted.	Annexure-V																	
9	Whether proof of handling more than 10 manpower is enclosed with bid																		
10	Whether proof of qualification and details of experience for the work of Swimming Coach and Life Guard is enclosed.																		

Note: Submission of documentary proof for parameters indicated above is mandatory. In absence of documentary proof the bid shall be liable to be rejected. NACIN may demand original documents for verification.

Authorized Signatory _____
 Name _____
 Designation _____

ANNEXURE – II

UNDERTAKING BY THE BIDDER

I, _____, on behalf of _____ (Name of the bidder) hereby declare that there is no legal suit / criminal case pending or contemplated or legal notice having been served to this effect against the Proprietor of the bidding agency or any of its Directors (in case of Pvt. Ltd. Company) for violation of any of the laws in force and company is not black listed by any Government Organisation.

I, _____, on behalf of _____ (Name of the bidder) hereby declare that our organization or the staff to be provided has no business or direct family relationship with member(s) of NACIN and/or NACIN employees or persons positioned in or on the Board of these two organizations by whatever process.

I, _____, on behalf of _____ (Name of the bidder) hereby undertake that all relevant statutory requirements will be complied with.

I, _____, on behalf of _____ (Name of the bidder) understand that if the above declaration is found incorrect, the present engagement would be terminated and _____ (name of the bidder) would be debarred from any further engagement by NACIN ever.

Signature(s)
Name
Address
(Official Seal)

Place:

Date:

ANNEXURE-III

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,

DECLARATION

I,.....Son/ Daughter/ Wife of
Shri.....Proprietor/Director/authorized signatory of the bidding agency
mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them. We are not involved in any major litigation that may have impact of affecting or compromising the delivery of the services as required under this tender.

3. The information/documents furnished along with the above are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

**Signature(s)
Name**

Address

(Official Seal)

Place:

Date:



**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.	214 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 01.04.2021 to 31.10.2021	Two		
6.	Providing the services of Life Guard w.e.f. 01.04.2021 to 31.10.2021	Two		
7.	Cleaning staff	One		