



TEZPUR UNIVERSITY
TEZPUR-784028 ASSAM

**Operation and Maintenance
of Swimming Pool at Tezpur University, Tezpur**

(ET-NIT- 229 -Dated- 25-04-2023)

NOTICE INVITING TENDER (NIT)

FOR

Operation and Maintenance
of Swimming Pool at Tezpur University, Tezpur

(ET-NIT- 229 Dated: 25-04-2023)

Bids in 02 Bid system (Technical and Financial) are invited from experienced Agency/Firms/Companies/Contractors for "Operation and Maintenance of Swimming Pool at Tezpur University, Tezpur University, Tezpur", located at the Tezpur University Campus. The Size (Length × Breadth × Depth) of Swimming Pool is 50 m x 21 m x 1.8 m (approximately).

Schedule and other details of Tender are as under:

Tender Name	Operation and Maintenance of Swimming Pool at Tezpur University, Tezpur
Tender No.	ET-NIT- -Dated-
Estimated Cost	₹
Published Date	<u>25.04.2023</u>
Bid Document download start date	<u>25.04.2023</u>
Bid Document download end date	<u>16.05.2023</u>
Last date & time for receipt of Bid	<u>16.05.2023 (02:00 PM)</u>
Date of Opening of Technical Bid	Would be informed in due time
Date of Opening of Financial Bid	Would be informed in due time
Tender Fee (Non-refundable)	₹ 5,000/- (Rupees Five Thousand only)
EMD (Earnest Money Deposit)	₹ 50,000/- (Rupees Fifty Thousand only)
Performance Bank Guarantee	₹ 5,00,000 (Rupees Five Lakhs only)

(Tender Documents and BOQ are to be attached/uploaded separately)

Details of the tender along with General Terms and Conditions and other documents can be seen/downloaded at/from the Central Public Procurement (CPP) Portal <https://eprocure.gov.in>. Incomplete bid/documents shall be summarily rejected without giving any reason. The EMD and tender fee is to be submitted in a sealed envelope, superscribing the name and date of the Tender and agency. The envelopes must reach "Joint Registrar (GA), Tezpur University, Tezpur, Napaam, 784028, Assam, India" before the last date & time for submission of the Bid.


Joint Registrar
General Administration
Tezpur University

PART A
ELIGIBILITY CRITERIA

The bidder should fulfill the following criteria:

1. Manpower:

- a) Experience of minimum of **two years** in Operation and Maintenance of swimming pool at any University or any government organization or private organization of repute. It is desirable that the Bidder should have at least one active contract related to supply of manpower and operation and maintenance of Swimming Pool on the date of submission of the Tender Document.
- 2. Should have a registered office in North East Region;
- 3. Should possess valid EPF Registration Number under EPF Act 1952, ESI Registration Number under ESI Act 1948, Valid Labor License Certificate, PAN/TAN and GST numbers in the name of the Firm or Proprietor;
- 4. Should have minimum average annual turnover of ₹10 lakhs in the financial years (2020-21, 2021-22 and 2022-23). Relevant documentary evidence to be submitted along with bid.

PART B-I
SCOPE OF THE WORK
(OPERATION AND MAINTENANCE OF POOL)

The successful bidder, **henceforth called Contractor** shall provide complete Operation and Maintenance service under this agreement in the manner and on the terms and conditions contained herein. The Contractor shall comply with the instructions provided by the University from time to time.

a) General Conditions:

- i. The Contractor will be fully responsible in relation to operation and maintenance of the Swimming Pool including material supply (Chemicals etc.) required from time to time as per Bye-laws of Government of Assam and other regulations prevailing in the Country related to maintenance of swimming pool.
- ii. All the necessary equipment (**as listed out in Part B-II, clause "a", sub clause "i"**) which are required for functioning of the swimming pool shall be provided by the Contractor. The Contractor shall be responsible for maintenance, safe custody and upkeep of the swimming pool equipment at his own cost.
- iii. In case of requirement for emergency shutting down of any equipment of the pool, prior approval must be obtained by the contractor from the concerned University authority in writing.
- iv. The Contractor shall arrange for all consumables and chemicals like Chlorine gas or Chemical related to purification of Water and Plant like Liquid Alum, Soda Ash, Chlorine Tablets, Copper Sulphate, Tri Chloro Cyanuric Acid etc. and all latest chemicals as per guidelines issued by Swimming Federation of India at his cost from time to time as and when required. The water of the swimming pool must be tested by the contractor on weekly basis for ensuring its fitness and maintenance of adequate quality (**as detailed in Part B-II, clause 1, sub clause-b, sub-sub clause i**). The contractor shall maintain coordination with the University's Engineering Cell for supply of water as per requirement.

Swimming Pool Operation Time Schedule:

- i) Working Day Timing (Tuesday-Friday) **Morning:** 6.00 AM to 8:30 AM
Evening: 3:00 PM to 9:00 PM
- ii) Sunday, Saturday and Holidays Timing **Morning:** 6.00 AM to 10.00 AM
Evening: 3:00 PM to 9:00 PM

The swimming pool shall remain closed on Monday of every week for maintenance purpose. Working day, Weekends or Holidays Timing including Operational Period is subject to alteration as per the requirement of the University. During Summer Vacation there may be special session which will be finalized in consultation with the contractor. For such special session, the trainer/lifeguard will get extra remuneration @ ₹200/- per session.

PART B- II
SCOPE OF THE WORK
(MANPOWER SUPPLY & RELATED RESPONSIBILITIES)

The successful bidder, **henceforth called Contractor** shall provide required manpower as detailed in **Annexure "VI"** as per requirement and on the terms and conditions mentioned herein. The Contractor shall comply with all the instructions provided by the University from time to time.

- 1. The manpower engaged by the Contractor shall be primarily responsible for ensuring the following. However, since job responsibilities are exhaustive and all cannot be detailed, University may add any other responsibilities as per the requirement of the University from time to time.

a) **Safety**

- i. The contractor must ensure the safety of the users and keep safety equipment /devices in proper (working/usable) condition. The following safety equipment /devices (not limited to) must be available at swimming pool all the times:
 - Swimming pool safety hook (5 no's)
 - Swimming lifeguard tubes (5 no's)
 - Inflatable swim ring (3 no's)
 - Lifebuoy ring (3 no's)
 - Inflatable armbands (10 pairs)
 - Swimming pool floating board (20 no's)
- ii. To ensure that users wear swimming costumes while swimming. Ensuring that no diving and under-water swimming is being practiced.
- iii. If **more than 5 users of the swimming pool** are found to be suffered from water-borne disease/infection within a week (or at the same time), an inquiry will be set-off. If found guilty (due to use of non-standard chemical and negligence of the contractor) by the inquiry committee, legal action will be taken against the contractor. Based on the report of the inquiry committee the contractor may have to bear the medical expenses of those users of the swimming pool. A similar approach will be undertaken for the injury of the swimming pool users if reported due to the negligence of the contractor.
- iv. To prevent unauthorized use of swimming pool by any person other than allowed ones by the University.



- v. First Aid kits must be made available by the contractor at the swimming pool during its usage at his/her own cost.

b) Water Quality

- i. The contractor to maintain the quality of the swimming pool water as per the BIS standard as given in the table below {reference: IS3328(1993): Quality tolerance for water for swimming pool} by using approved non-hazardous chemicals. Use of **Bleaching Powder is prohibited.**

Table 1 Chemical Tolerances for Water for Swimming Pools
(Clauses 2.2 and 5.1)

Sl No.	Characteristic	Tolerance	Method of Test, Ref to IS
(1)	(2)	(3)	(4)
i)	pH value	7.5 to 8.5 (see Note)	3025 (Part 11) : 1983
ii)	Total alkalinity (as CaCO ₃), mg/l, Max	50 to 500 (see Note)	3025 (Part 23) : 1986
iii)	Aluminium (as Al), mg/l, Max	0.1	31 of IS 3025 : 1964
iv)	Total residual chlorine, mg/l		3025 (Part 26) : 1986
	a) At inlet, Max	0.5	
	b) At outlet, Min	0.2	
v)	Oxygen absorbed in 4 hours at 27°C, mg/l, Max	1.0	51 of IS 3025 : 1964
vi)	Total dissolved solids, mg/l, Max	1 500	3025 (Part 16) : 1984
vii)	Chloride (as Cl), mg/l, Max	500	3025 (Part 32) : 1988
viii)	Iron, mg/l, Max	0.1	32 of IS 3025 : 1964
ix)	Heavy metals (as Pb), mg/l, Max	0.1	IS 7017 : 1973
x)	Colour, Hazen units, Max	10	IS 3025 (Part 4) : 1983
xi)	Turbidity, NTU, Max	10	IS 3025 (Part 10) : 1984
xii)	Odour	Odourless	IS 3025 (Part 5) : 1983
xiii)	Taste	Palatable	IS 3025 (Part 8) : 1984

NOTE — Too low an alkalinity and low pH are the most common causes of complaints of taste, odour and eye irritation. At pH lower than 7.5, there is an increased tendency for formation of dichloramine and nitrogen chlorides or similar compounds which cause eye irritation.

- ii. The testing of the vital parameters of water quality such as pH and chlorine level etc. are to be carried out before each session every day and testing of all the parameters to be carried out once in a week.
- iii. The contractor must use the chlorine specified for the swimming pool; but not the chlorine for industrial use.
- iv. The water quality testing records to be maintained by the contractor and submit to the University authority every month and on demand.
- v. The contractor to ensure the availability of water quality test kit at the site for testing the water quality on demand exclusive of the routine check.
- vi. Ensure the blend of chemical / chlorine etc. added in the swimming pool water is as per the standards followed by Swimming Federation of India.

c) Operation and Maintenance

- a) The contractor must ensure the availability of the following cleaning/maintenance equipment/accessories:

- i. Swimming pool deep leaf net with telescopic pole (skimming net to take

- out leaf remaining)
- ii. Swimming pool vacuum head with bottom brush.
 - iii. Algae cleaner scrub brush with stainless steel bristle
 - iv. Swimming pool brush for wall, tiles and floor
 - v. Handheld sponge brush
 - vi. Chlorine mixing plastic drum.
 - vii. Aluminum tray for cleaning foot before entering the pool.
 - viii. Mechanical tool for operation/maintenance of pumps
 - ix. Electrical safety gears for preliminary testing and emergency
- b) Repairing of filtration plant, suction pump etc. will be the responsibility of the Contractor. The repairing work shall have to be undertaken with due approval of competent authority of Tezpur University. The cost of the replacing the damaged items, if any required, shall be reimbursed following relevant procedures of the University.
- c) It is the responsibility of the contractor to ensure that all the lights of swimming pool are in a working condition.
- d) The contractor must carry out vacuum cleaning (as per the requirement) of the bottom of the swimming pool to ensure the cleanliness all the time.
- e) The contractor must carry out the maintenance requirement of the pump/motor and the filter.
- f) The contractor must carry out the periodic backwash (preferably once a week) of the filter to maintain appropriate pressure in the filter (as per the requirement referring to pressure gauge reading).
- g) It is the contractor's responsibility to rinse the filter sand each week and to carry out back washing to keep the filter free from all dirt.
- h) The contractor must be able to comply with the following statutory guidelines:
- i. The Bidder shall be responsible for the safety of users within the swimming pool area, especially females, against any harassment or misconduct, sexual harassment.
 - ii. Any such incident will be dealt with severity and Tezpur University shall be bound to take legal action against the Bidder and the responsible person.
 - iii. Handle discipline situations with courtesy and fairness.
 - iv. Respond quickly, intelligently, decisively and in accordance with established emergency and accident management procedures.
 - v. The contractor shall ensure to take all necessary measures for protection against child abuse and must follow the guideline of POCSO (Protection of Children from Sexual Offences) Act, 2012.
 - vi. The contractor will not allow any prohibited drug or substance by any trainee or trainer under any circumstances in the premises.
 - vii. The contractor must ensure that there is no discrimination against any

trainee or trainer on the basis on caste, religion, race or sex.

- i) The contractor must not undertake following (but not limited to) prohibited activities around the swimming pool area:
 - i. Any activities resulting air and noise pollution to sports complex area.
 - ii. Any activities creating breach of terms and conditions set out in contract agreement.
 - iii. Any activities of hazardous nature to environment and the Sports complex.
 - iv. Any other unlawful activities.
 - v. Activities involving pets and animals.
 - vi. Any activity including for baiting or any manner of gambling.
 - vii. Drugs, Alcoholic drinks and prohibited items of any manner are strictly prohibited.

PART C
INSTRUCTIONS TO BIDDERS/BIDDERS

- 1) The bidder may visit the Swimming Pool located at Tezpur University Campus, where intended services are to be provided and satisfy himself /themselves as to the conditions prevalent at the site, before submitting the Tender. No claim on this account shall be entertained by Tezpur University under any circumstances subsequently.
- 2) All the information as required in the tender document should be filled up in the relevant part and no column should be left unfilled. Incomplete tender document submitted without tender fee and earnest money deposit (EMD) (if applicable) will be summarily rejected.
- 3) Each Bidder shall submit only one tender either by himself or as a partner in a joint venture or as a member of consortium. If a Bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.
- 4) The period of contract shall be for **two (2) years**, extendable by another one (1) years on same terms and conditions based on satisfactory performance and requirement of the University.
- 5) Tezpur University may, at its discretion, amend/modify the tender/and or extend the deadline for submission of tenders at any time prior to the last date of Tender. University may for any reason, whether at its own initiative or as a consequence in response to a clarification requested by a prospective Bidder modify the Tender document by amendment and information thereof will be uploaded on GEM/Central Public Procurement (CPP) Portal <https://eprocure.gov.in> and shall be binding on all concerned. Anyone or more of the following action / commission / omission are likely to cause summary rejection of tender:
 - a) Any BID/Tender Fees/EMD received late without conclusive proof, that it was delivered before the specified closing date and time.
 - b) Any conditional bid.
 - c) Any bid in which rates have not been quoted in accordance with specified format(s) / details as specified in the Bid Documents.
 - d) Any effort by a bidder to influence the University or its employee(s) in the bid evaluation, bid comparison or contract award decision.
 - e) Any bid received with period of validity of bid shorter than 90 days.

- 6) The submitted bid must be valid for a period of at least **Three months (90 days)** from the date of opening of the tender. If the bidder withdraws /amends / impairs /derogates from the tender in any respect during this period of validity of the offer, the EMD is liable to be forfeited. The Bidders/bidders whose technical bids are found apparently responsive as per documents and information furnished vis. a vis. criteria laid down in the Tender Document, shall be only considered for further technical evaluation.
- 7) University reserves the right to accept or reject any or all the tenders without giving any notice or assigning any reason. The decision of the University in this regard shall be final and binding on all.

PART D
Additional Terms and Conditions

1. The contractor (successful Bidder) shall provide the service as defined in the Tender Document in the manner and on the terms and conditions contained herein. Contractor shall comply with all the instructions provided by Tezpur University from time to time relating to the performances of the service. Duties and obligations under this agreement, the service rendered by Contractor shall be subject to regular review by the University and its decision as to the quality there of shall be final and absolute. Contractor and all persons engaged by Contractor shall abide by the rules, guidelines policies and procedures at all times during the performance of the services and the regulations issued by the University and various government authorities under whose jurisdiction this agreement will fall from time to time.
2. The regularity of the performance of the service will be of the essence and shall form a central factor, while evaluating the performance from time to time. The Contractor shall take all possible steps to ensure to maintain its performance as determined by the University from time to time. If University notices that personnel of the Contractor have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Contractor who will take corrective steps immediately to avoid recurrence of such incidents and report to the University.
3. The Contractor will be required to comply with the provisions of all relevant Acts, Notifications, Rules, Regulations and Guidelines etc., notified by Central Government /Government of Assam/Municipal Corporation, Tezpur or any other Statutory Authority/Body, as on date or enacted/notified/implemented by any concerned authority during the period of contract. In case of any violation by the Contractor of any provision of any Act, Notification, Rule, Regulation and Guideline etc. appropriate action shall be initiated against the Contractor.
4. If any penalty / fine /challan is imposed/ filed against Tezpur University, the University shall recover all such money from the Contractor including expenses / damages which it deems fit. Besides, University may also terminate the contract and forfeit the Performance Bank Guarantee.
5. If any of the workers of the Contractor indulges in theft, negligence or any illegal/irregular activities, the Contractor shall take appropriate action against its erring workers and intimate the University in order to enable the University to take action in accordance with prevailing law/s. The Contractor being the employer in relation to the workers employed, to provide the services under the Tender terms and conditions, shall be solely responsible and liable to pay wages/salaries to such persons. The wages/salaries shall be as fixed or prescribed under the Minimum Wages Act 1948 for the concerned category of workers employed. The contractor will



ensure compliance of all the relevant labour laws.

6. The workers provided by the Contractor shall always remain the employee of the Contractor for all intents and purposes and the Contractor shall alone be liable for any dispute amongst their employees and the Contractor which may arise in any Court of Law.
7. The Contractor shall be liable to make payment to its said employees towards their monthly wages/salaries and other statutory payments like Employees Provident Fund, Employees State Insurance and minimum wages. Tezpur University shall not be liable towards the Service Provider's employees directly and/or indirectly in any manner whatsoever. The Contractor shall be solely liable to pay any compensation/liabilities whatsoever under any Rules & Regulations, Law or Statute.
8. The Contractor shall issue identity cards on its own name and trading style to its workers deployed for rendering the said services which shall be countersigned by authorized University official. The University may refuse the entry to any worker of the Contractor for not bearing such identity card.
9. The Contractor shall, at all times, indemnify and keep indemnified Tezpur University against any claim on account of injury/disability/death of any of its workers caused while providing the services within/outside the site, which may be made under the ESI Act or any other Acts.
10. The antecedents of the workers deployed by the Contractor should be credible and at the risk and responsibility of the Contractor. They should be healthy, physically fit and free from communicable diseases. The Contractor shall communicate to the University about the name, residential address, date of birth, previous experience etc. along with a photograph of the worker. The workers deployed on the job for various activities will not be changed by the Contractor without the approval of the University.
11. The Contractor shall be responsible for the attendance of the workers engaged at Tezpur University. In case of any employee of the Contractor remains absent or granted leave-by them, they will send/arrange his/her substitute, failing which, in addition to deduction of wages for the day(s), a penalty of ₹1000/- (One Thousand) per day per person will be imposed on him/her and the penalty so imposed will be deducted from the bill of the Contractor.
12. The Contractor shall represent and undertakes in its letterhead duly signed and with seal, that:
 - a) *It has full power and authority to enter into the agreement with Tezpur University and perform the services and it has the necessary expertise and equipment to duly perform the services under this agreement.*
 - b) *It shall render the services and perform its obligations and duties as per tender accurately and efficiently and in accordance with the instructions, specifications, procedures, standards, guidelines, time frame, if any as mentioned in this agreement, or as are issued from time to time by the University for the performance of the services to the satisfaction of University.*
 - c) *It shall be responsible for its corporate and personal taxes if any, and shall indemnify and hold University harmless for any liability in this connection.*
 - d) *It shall be responsible for ensuring that all workers engaged by the Contractor on University Campus shall hold at all times the necessary expertise and shall abide by University's instructions, specifications, procedures, standards, guidelines, and time lines.*
13. Tezpur University reserves the right to cancel or terminate this agreement by giving Three Month notice in writing without giving or assigning any reason(s) for doing so, and in the event of the Contractor wishing to terminate this agreement, the Contractor shall also have to give at least

Three months' notice to the University in writing

14. The Contractor shall not sublet the contract to any other concern/individual. The Contractor shall itself perform the services and all obligations and duties as per tender document.
15. The Contractor shall be fully responsible to observe all the relevant Rules & Regulations/ laws/Statute etc. as amended from time to time in regard to his workers and compensation and other benefits and risks in relation to workers engaged by him. The Contractor shall maintain all the statutory registers required under labour laws and produce these records on demand to the University. If he fails to do so, his failure will be a breach of the contract and University may at its discretion cancel the contract without prejudice to any other action under the law and contract. The Contractor shall also be liable for any pecuniary liability and/or penal liability arising on account of any violation by him of the provisions of any Rules & Regulations/ laws/Statute etc.
16. Tezpur University shall have the right to deduct any sum required or estimated to be required, for making good the loss suffered by any worker, by reason of non- fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deduction made from their wages which are not justified by their terms of the contract or non- observance of the Regulations, from the payment due to the Contractor.
17. Nothing in this tender shall be deemed to create any partnership, joint venture, agency between Tezpur University and the Contractor or their representatives and employees and nothing herein shall deem to confer on any party, any authority to incur any obligation or any liability on behalf of the other party. The Contractor is an independent Contractor and not an employee, agent, associate or authorized representative of Tezpur University and the Contractor undertakes that it shall not undertake any obligation or liability in the name of or on behalf of Tezpur University whatsoever.
18. Any dispute arising out of this contract including any clarification as to the intent or interpretation of any of the provisions of these terms and conditions, the same shall be first referred to / sought from the Registrar, Tezpur University, whose decision in the matters shall be final and binding on the Contractor. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Registrar, Tezpur University, whose decision will be final and binding on the Contractor. If the Dispute is not resolved through the reference made to the Registrar, Tezpur University, a reference of the same shall be made to a Sole Arbitrator to be appointed by the Vice chancellor, Tezpur University for adjudication of the same in accordance with the provisions of Arbitration & Conciliation Act-1996 and any statutory modifications there under from time to time. There shall be no objection, if the Sole Arbitrator to be appointed is a Competent Officer of Tezpur University in the discretion of the Vice Chancellor, Tezpur University, Tezpur. The Contractor and Tezpur University shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues / disagreements / disputes in connection with the contract, the same shall be settled through Arbitration or through the Court of Law within the jurisdiction of Tezpur, Assam only. The resultant contract will be interpreted under Indian Laws.
19. The Contractor shall raise the invoice/bill within 15 working days of the following month after all relevant payments to the workers along with copies of bank transfer list for the wages paid to the workers duly signed by the bank under its common seal, payment confirmation receipt in respect EPF, ESI and GST deposit challan to facilitate re-imburement of the bill on monthly basis. All payments to the Service Provider/ Contractor shall be made by Cheque/ECS/NEFT/RTGS subject to deductions, withholding of all applicable, taxes and charges from time to time in force. The Contractor will pay the wages to the workers engaged under this contract, as per the Minimum

- Wages Act and disburse the wages through ECS / Net-banking on or before the 7th of every month.
20. Tezpur University will make all payments after deduction of tax at source as applicable.
 21. Nothing in this tender, shall by implication or expression, be taken to mean or imply that any of the persons deployed, engaged by the Contractor for rendering the services, are employees of Tezpur University or engaged by Tezpur University. The Contractor shall be deploying workers who shall be in sole employment of the Contractor and Contractor shall be solely and fully responsible for the acts, salaries, wages, remunerations or any other statutory or other payments of the worker. Under no circumstances shall Tezpur University be liable for any payment or claim or compensation [including but not limited to compensation on account of injury, death, termination]. In case any liability falls on Tezpur University for any reason, the Contractor shall keep Tezpur University indemnified against the same. In order to give effect to this, the Contractor shall incorporate suitable clause in the appointment letters to be issued to its workers mentioning that the workers are employees of the Contractor, a copy of which should be submitted to Tezpur University for perusal and record.
 22. In the event Tezpur University notifies that it is not satisfied with any worker engaged by the Contractor to render the services to Tezpur University, or if Tezpur University has reason/s to believe that a person/s engaged by the Contractor to provide services to Tezpur University is/are not abiding by Tezpur University's rules, guidelines, policies and procedures, then the Contractor shall, within 7 days, substitute such workers to the satisfaction of Tezpur University.
 23. The Contractor will deduct ESI contribution and Provident fund contribution of the employees from the minimum wages of the workers at the rate as applicable from time to time and deposit the same with the appropriate authorities along with Employer's contribution of ESI and EPF as per the rate applicable. The Contractor will be liable to get the Provident fund refunded from the Provident Fund Commissioner of the worker, if he is terminated or dies or leaves the job.
 24. The Contractor himself or their authorized representative must visit the premises at least once in a week and/or whenever required and contact the person authorized by the Tezpur University to look into supply of adequate manpower and maintenance & operation Services for Swimming Pool matter. Any deficiencies in the services should be rectified immediately when pointed out by such authorized person.
 25. The earnest money will be forfeited if:
 - (i) the Bidder withdraws his Tender during the period of Tender validity
 - (ii) the successful Bidder (here after Contractor) fails to deposit the Performance Security amount of ₹500000/- (Five Lakhs rupees only) within 7 days of award of work.
 26. The return/refund of EMD to the unsuccessful/non-responsive Bidder(s) will be made after the successful award of work. No interest shall be payable on it under any circumstances.
 27. If at any stage, it is revealed that the documents/certificates/testimonials submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Performance Security amount deposited with Tezpur University shall be forfeited without any claim whatsoever on Tezpur University and the Contractor shall be liable for action as appropriate under the relevant laws.
 28. The selected Contractor shall commence the services in accordance with the time schedule specified in the offer letter issued by Tezpur University. Extension will not be given except in exceptional circumstances. In case the services are not provided on the stipulated date as indicated in the offer letter, University reserves the right to cancel the offer letter and forfeit the EMD and or Security Deposit.

29. SIGNING OF CONTRACT: The successful Bidder shall present himself for signing the contract on non-judicial stamp paper of requisite value as per stamp act of Govt. of Assam, within 7 days after receipt of the offer Letter from Tezpur University. Commencement of services shall be made by the Contractor accordance with the Terms and Conditions specified in the offer letter issued by Tezpur University.

H

TECHNICAL BID

ANNEXURE I

CHECK-LIST FOR DOCUMENTS PLACED IN TECHNICAL BID

Sl	Documents to be attached	Relevant Documentary Evidence Submitted (Mention Yes/No against each item)
1	Proof of the bidder being having a registered office in North East India	
2	Tender Fee and EMD of requisite amount is enclosed	
3	Self-attested copy of Bidder PAN /TAN card issued by the Income Tax Department in the name of Agency/Proprietor	
4	Self-attested copy of GST Registration Number	
5	Self-attested copy of valid Employee Provident Fund Registration number from concerned authorities of Assam	
6	Self-attested copy of valid ESI Registration Number from concerned authorities of Assam	
7	Self-attested copy of Labor License Certificate (<i>Showing Number, Validity and numbers of Workers permitted in the License</i>)	
8	Proof of experience for rendering similar services to University or any Government organization/Private organization of repute	
9	Filled-in Annexure I to VII	
10	Declaration in company letterhead as stated under Part D of Tender Document, sub clause 12	
11	Annexure VI provided with relevant documentary evidence, wherever applicable	

TECHNICAL BID
ANNEXURE II
PROFILE OF THE BIDDER

Sl.	Items	Details
1	Name of the Agency (Block Letters)	
2	(a) Name of the proprietor/partners (b) Name of the Directors	
3	Permanent address	
4	Agency profile either in Brochure / handout/ proper documentation	
5	a) Telephone No. b) Mobile No. c) Email ID d) Name of the contact Person	
6	Do you have any office at Tezpur? If so, please provide the address, mobile No. & Name of the contact person	
7	Number of years of experience in providing similar Services as per the tender requirements	
8	Agency registration number and date of registration	
	PAN Number	
	EPF Number	
	ESI Number	
	GST Number	
	Labour License Certificate Number Validity and numbers of Workers permitted in the License	

Date:

Signature of Bidder, Seal & address

✓

TECHNICAL BID

**ANNEXURE III
COMPLIANCE REPORT**

**(To be submitted on company letterhead, sealed
and signed)**

To,
The Registrar
Tezpur University, Napam,
Tezpur Sonitpur-784028

Sub: Tender for Providing *Operation and Maintenance of swimming pool located at Tezpur University Campus*

Dear Sir,

I/We certify that I/We have read the terms and conditions of the tender. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us to provide the services/activities under this tender as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the minimum wages as fixed or prescribed under the Minimum Wages, Act, 1948 along with all other statutory dues as Employees Provident Fund, Employees State Insurance, Employees deposit Link Insurance etc. to his employee. I/We undertake to observe the compliance of all the relevant labour laws as applicable viz. Payment of Wages Act, 1936, Minimum Wages Act, 1948, The Factories Act 1948, The Employees Compensation Act 1923 (Workmen's Compensation Act 1923) Payment of Bonus Act 1965, Payment of Gratuity Act 1972, The Equal Remuneration Act 1976, The Industrial Dispute Act 1947, Contract Labour (Regulation and Abolition) Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, State/UT Contract Labour / (R&A) Rules, 1974, EPF Act, 1952, ESI Act (1948) as applicable and as amended from time to time and or any other Rules framed thereunder from time to time by the Central or State Government and or any authority constituted by or under any law, for the category of persons deployed be me/us.

Certified that I/We have read over the tender document in details and all its relevant annexures forming a part of tender document. I/We have understood the contents of complete tender document (Technical Bid as well as Financial Bid). I/We undertake to abide the terms and conditions as laid down in the tender document and the Annexures as stated above in case the work order is allotted to me/us.

Place:
Date:

Signature of the Bidder Seal

TECHNICAL BID

ANNEXURE IV
Undertaking

Litigations / Ineligibility for corrupt or fraudulent practices / Blacklisted with any of the Government or Public Sector Units or Educational Institutions including Tezpur University

(To be submitted on the company Letterhead; sealed and signed)

To,
The Registrar
Tezpur University
Tezpur 784 028
India

Subject: Declaration for non-involvement in any litigation, not being under an ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government or Public Sector Units or Educational Institutions or Tezpur University

Sir,

We, the undersigned, hereby declare that

We are not involved in any litigation with any client,

We are not under a declaration of ineligibility for corrupt or fraudulent practices, We are not blacklisted with any of the Government or Public Sector Units.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Name:

Designation

TECHNICAL BID

ANNEXURE V

DECLARATION BY THE BIDDER

(To be submitted on company letterhead; sealed and signed)

I/We.....(hereinafter referred to as Bidder)

being desirous of tendering for the work, under this tender and having fully understood the nature of the work and having carefully noted all the terms and conditions, etc. as mentioned in the tender document do hereby declare that-

- [1] The Bidder is fully aware of all the requirements of the tender document and agrees with all provisions of the tender document and accepts all risks, responsibilities and obligations directly or indirectly connected with the execution of the work.
- [2] The Bidder is fully aware of all the relevant information for the work, with respect to the proposed place of work, and is well acquainted with actual and other prevailing working conditions.
- [3] The Bidder is capable to carry out the work as required in the tender and is financially capable to execute the work. The Bidder is sufficiently experienced and competent to perform the contract to the satisfaction of Tezpur University.
- [4] The Bidder has no collusion with other Bidder or with any other person or agency in the preparation of the tender. The Bidder has not been influenced by any statement or assurance made by any of Tezpur University employees but only by the tender document.
- [5] The Bidder is responsible for payment of claims for compensation due to loss of life/ injury etc. of any person engaged in the work. Medical Insurance cover of the person engaged by the agency is the responsibility of the agency. Payment of minimum wages as fixed by the Ministry of Labour & Employment, Government of India, and modified from time to time, is ensured by the Bidder.
- [6] The Bidder fulfills all statutory requirements pertaining to minimum wages and other statutory benefits like ESI, EPF, GST etc. The Bidder is solely responsible for any failure to fulfil the statutory obligations and has to indemnify the University against all such liabilities, which are likely to arise out due to the bidder's failure to fulfil such statutory obligations.
- [7] The Bidder shall defend, indemnify and hold the University harmless from any liability or damage, law suits, penalties imposed by any State or Central Government Department or

statutory body or by a third party for reasons of violation of any of their statutory provisions or requirements. The University shall not be made liable for any damage or compensation payable to any workmen/workwomen or to any person as a consequence of any work and the University shall be completely indemnified accordingly.

- [8] The Bidder has never been debarred or blacklisted from similar type of work by any Government/Semi Government Organization or Tezpur University.
- [9] The Bidder accepts that the Earnest Money Deposit (EMD) may be absolutely forfeited by Tezpur University, if the Bidder fails to sign the contract or withdraw the Tender document or fail to undertake the work within the stipulated time. EMD will not carry any interest and the same will be refunded to the unsuccessful Bidder within 30 days from the date of tender opening or finalization of the tender (issue of work order) whichever is later.
- [10] This offer shall remain valid for the entire contract period from the proposed date of opening of the PART A: Technical Bid of the tender document. Tenders without this validity will be rejected. In exceptional circumstances, University may solicit the consent of the Bidder to an extension of the period of validity of the offer beyond the contract period. The request and the response there of shall be made in writing.
- [11] All the information, documents and the statements submitted with the tender document are true.

Date:
Signature of Bidder,
Seal & address

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TECHNICAL BID

ANNEXURE VI

Detailed Qualifications related to supply of manpower along with Operation & maintenance of Swimming Pool at Tezpur University

For Duration- April to October

Sl	Manpower	Job Description and Qualification/Experience	Number	Complied (Mention Yes/No) If, Yes, quantity of manpower to be provided with relevant documentary evidences to be submitted along with the bid
1	Swimming Head coach (skilled category)	a) One-year Diploma or equivalent course in Swimming Coaching from Swimming Federation of India or Sports Authority of India or any recognized Institute and b) 2 years' experience in coaching in College/Universities (Documentary evidence to be submitted) c) Competent to instruct in English & Hindi.	Male: 01	
2	Assistant Coach (skilled category)	a) Certificate course or equivalent course in Swimming Coaching from Swimming Federation of India or Sports Authority of India or any recognized Institute b) One-year Experience in coaching in College/Universities (Documentary evidence to be submitted) c) Competent to instruct in English & Hindi.	Male: 01 Female: 02	
2	Life Guard/Life Saver (skilled category)	1. Certificate in Life Guard Training from recognized Institution. 2. Updated License/relevant document to be submitted 3. Knowledge of First Aid of artificial respiration according to the requirement of Swimming Federation of India and/or as per notification of State/Central Government. 4. Competent to instruct in English & Hindi languages.	Male: 01	
3	Operator (Skilled category)	ITI passed or experienced/ trained person to operate swimming pool along with capability to repair water motor pump. Minimum two (2) years of experience in relevant field. (Documentary evidence to be submitted)	Male: 01	
4	Cleaner (unskilled category)	Cleaning of Swimming Pool and its premises (Plant, Dressing Rooms, Deck area, Visitors' Gallery & its sanitary units etc.), vacuum of underwater dust, brushing wall, floor mopping, pump room, store room, surrounding area etc. as per the satisfaction of University.	Male: 02	

5	Supervisor cum Record Keeper (semi-skilled category)	Supervision of functioning of the swimming pool operations, maintenance and recording of user details of the Swimming Pool	Male/ Female: 01	
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All required materials/equipment/chemicals necessary for cleaning of the pool shall be provided from the bidder's end. The University shall not be responsible for supply of these items.

For Duration: November-March

Sl	Manpower	Job Description and Qualification/Experience	Number	Complied (Mention Yes/No) If, Yes, quantity of manpower to be provided with relevant documentary evidences to be submitted along with the bid
1	Operator (Skilled category)	ITI passed or experienced/ trained person to operate swimming pool along with capability to repair water motor pump. Minimum two (2) years of experience in relevant field. (Documentary evidence to be submitted).	Male: 01	
2	Cleaner (unskilled category)	Cleaning of Swimming Pool and its premises (Plant, Dressing Rooms, Deck area, Visitors' Gallery & its sanitary units etc.), vacuum of underwater dust, brushing wall, floor mopping, pump room, store room, surrounding area etc. as per the satisfaction of University.	Male: 01	

All required materials/equipment/chemicals necessary for cleaning of the pool shall be provided from the bidder's end. The University shall not be responsible for supply of these items



TECHNICAL BID

ANNEXURE VII

Experience Details of the Bidder in providing Manpower and Annual Operation and Maintenance Contracts

LIST OF PRESENT AND PAST CLIENTS

Sl.	Name of the Organization with Complete Address	Name and Designation of the contact person with Tel. No. / Mob No./ Email ID	Period for which the contract was awarded and annual contract value (Rs)	Number of Persons deployed by the Bidder

Can use separate sheet in same format

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FINANCIAL BID FORMAT
Operation and Maintenance of swimming pool located at Tezpur University
Campus

Tender No.- _____ -Dated-

1. Name of the Tenderer:

2. Full Address :

Telephone No(s).

Mobile Number:

E-mail

3. Registration Details :

4. a) Financial Details: **(For April to October):**

Sl.	Particulars	Number of Person (As per AnnexureVI)	Wages Per Person Per day * Or Fixed Pay (in Rs)	Total Per Month (in Rs)
1	Swimming Head Coach			
2	Assistant Coach			
3	Life Guard/Life Saver			
4	Operator			
5	Cleaner			
6	Supervisor cum Record Keeper			
7	Total Expenses for Manpower Per Month			
8	ESI (% of Sl. No. 8)			
9	EPF (% of Sl. No. 8)			
10	Cost of Cleaning Materials/Chemicals/Consumables materials per month (excluding GST)			
11	Service Charge (To be put as a percentage up to two decimal places)			
12	GST (% of Sl No. 10 and 11)			

** Wages should be adhered to Minimum Wages Act etc. as per Ministry of Labour and Employment, Govt. of India wherever required.*



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b) Financial Details: **(For November to March):**

Sl.	Particulars	Number of Person (As per AnnexureVI)	Wages Per Person Per day * Or Fixed Pay (in Rs)	Total Per Month (in Rs)
1	Operator			
2	Cleaner			
3	Total Expenses for Manpower Per Month			
4	ESI (% of Sl. No. 3)			
5	EPF (% of Sl. No. 3)			
6	Cost of Cleaning Materials/Chemicals/Consumables materials per month (excluding GST)			
7	Service Charge <i>(To be put as a percentage up to two decimal places)</i>			
8	GST (% of Sl. No. 6 and 7)			

Date:

Place:

Signature of Tenderer,
Seal & address

A

NOTE:

1. The wages rate may change in future as per Government Order, since Minimum wages are subjected to increase as per the Government notification. To avoid ambiguity in the wages rate, latest notification issued by Central Government for calculation of wage component will be taken into consideration.
2. Rate quoted per person per month should be inclusive of all statutory requirements as per the Minimum Wages Act of 1948 (as applicable in State of Assam) and in accordance with statutory provisions and requirements laid down by all Labour Acts applicable or any other statutory requirement in force at the applicable time.
3. All the prices (even for taxes) are to be entered in INR only.

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