

भारतीय प्रौद्योगिक संस्थान (भारतीय खनि विद्यापीठ)

धनबाद-826004 झारखण्ड, भारत

SPORTS AND PHYSICAL EDUCATION CENTRE INDIAN INSTITUTE OF TECHNOLOGY (INDIAN SCHOOL OF MINES)
DHANBAD-826004, JHARKHAND, INDIA

Tender Notice No.: IIT(ISM)/SPORTS/SP/2018-19/003 Dated 9<sup>th</sup> March 2018

### **BID DOCUMENT**

FOR ANNUAL OPERATION AND COMPREHENSIVE MAINTENANCE CONTRACT
OF SWIMMING POOL AND PROVIDING PROJECT MANAGER, LIFE GUARDS,
TRAINERS/COACHES, MAINTENANCE SUPERVISOR, CLEANING AND SECURITY
SERVICES OF SWIMMING POOL SITUATED AT SWIMMING POOL COMPLEX,
INDIAN INSTITUTE OF TECHNOLOGY (INDIAN SCHOOL OF MINES)
DHANBAD-826 004, JHARKHAND

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Dated 9th March 2018

#### TENDER DOCUMENT FOR

FOR ANNUAL OPERATION AND COMPREHENSIVE MAINTENANCE CONTRACT OF SWIMMING POOL AND PROVIDING PROJECT MANAGER, LIFE GUARDS, TRAINERS/COACHES, MAINTENANCE SUPERVISOR, CLEANING AND SECURITY SERVICES OF SWIMMING POOL

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#### BRIEF INFORMATION ON BID DOCUMENT

Duration of Contract	The contract, if awarded, shall be for a period of three years (renewable after every year on the basis of satisfactory performance) from the date of signing of Contract Agreement. However, on mutual agreement/fresh terms & conditions and year to year satisfactory performance, same can be extended further maximum for a period of two years. In case of breach of any condition of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, IIT(ISM) shall have the right to terminate the contract (see details in Terms and conditions).
Last Date and time of submission	30.03.2018 at 4 PM
Date time of opening Technical Bid	30.03.2018 at 4.30 PM
Date of opening of financial bids for technically qualified bidder	To be notified later
EMD/BANK SECURITY	Rs.1,00,000/- (Rupees one lakh only)in the form of crossed Demand Draft in favour of <b>Registrar</b> , <b>Indian Institute of Technology(Indian School of Mines)</b> , <b>Dhanbad</b> and payable at <b>Dhanbad</b> / <b>BANK GURENTEE</b>
Cost of Tender Processing Fees	Rs.3000/- (Rupees three thousand only) in favour of <b>Registrar, Indian Institute of Technology(Indian School of Mines), Dhanbad</b> and payable at <b>Dhanbad</b>
Validity of Bid	120 days
Total Number of pages of Tender Document	46 pages
Address and Venue of submission of Bids	Sports Officer Sports and Physical Education Centre Swimming Pool Complex Student Activity Centre Indian Institute of Technology(Indian School of Mines) Dhanbad- 826 004
Helpline Number	0326-2235634(Monday to Friday from 9.30 AM – 12.30 PM & 3 PM – 5.30 PM)



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Tender Notice No.: IIT(ISM)/SPORTS/SP/2018-19/003 Dated 9<sup>th</sup> March 2018

# **SECTION-1**

(Notice Inviting Tender)

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भारतीय प्रौद्योगिक संस्थान (भारतीय खनि विद्यापीठ)

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SPORTS AND PHYSICAL EDUCATION CENTRE
INDIAN INSTITUTE OF TECHNOLOGY (INDIAN SCHOOL OF MINES)
DHANBAD-826004, JHARKHAND, INDIA

Tender Notice No.: IIT(ISM)/SPORTS/SP/2018-19/003 Dated 9<sup>th</sup> March 2018

#### NOTICE INVITING TENDER

Indian Institute of Technology(Indian School of Mines), Dhanbad IIT(ISM)), a fully residential premier technical institute under MHRD, GOI imparting Technical Education and engaged in Research Activities invites sealed bidding documents (Technical Bid and Financial Bid along with EMD) duly filled in as per the instruction of the Tender Document and should be addressed to the Sports Officer, Sports and Physical Education Centre, Swimming Pool Complex, Student Activity Centre, Indian Institute of Technology (Indian School of Mines), Dhanbad - 826 004 and must reach by 30.03.2018 by 4 PM.

The sealed bidding documents should be sent by Speed Post/Courier or dropped in the tender box placed at the Sports and Physical Education Centre, Swimming Pool Complex, Student Activity Centre, Indian Institute of Technology (Indian School of Mines) by the stipulated date and time. Detail Tender Documents may be downloaded from this website <a href="http://www.iitism.ac.in">http://www.iitism.ac.in</a>. Tender Processing Fees of Rs.3000/- through Demand Draft of any nationalized bank in favour of Registrar, Indian Institute of Technology(Indian School of Mines), and payable at Dhanbad should be enclosed along with the tender documents.

The technical Bids shall be opened in Indian Institute of Technology(Indian School of Mines), on 30.03.2018 by 4.30 PM by the committee authorized by the competent authority of the Indian Institute of Technology(Indian School of Mines) in the presence of such bidders who wish to be present. The financial bids of only those bidders whose Technical Bids are accepted, shall be opened by the committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.

Nature of Work	Annual Operation and Comprehensive Maintenance Contract of Swimming Pool, Changing Rooms, Office and providing Pool Manager, Life Guards, Trainers/Coaches, Cleaning and Security of Swimming Pool situated at Swimming Pool Complex, Student Activity Centre, Indian Institute of Technology(Indian School of Mines), Dhanbad - PIN 826004.
Size of Swimming Pool (Length x Breadth x Depth)	50m x 18m x 2m approximately (slanted from 1m to 3.8 m)

IIT(ISM) reserves the right to alter/amend any of the clause(s)/point(s) of Bid Documents during the process or to accept or reject any Bid Documents without assigning any reason and any liability or any obligation and selection shall be at the absolute discretion of the IIT(ISM) authority and IIT(ISM)'s decision in this respect shall be final and binding.

Registrar, IIT(ISM), Dhanbad



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# SECTION-2 BID SUBMISSION FORM



भारतीय प्रौद्योगिक संस्थान (भारतीय खनि विद्यापीठ)

धनबाद-826004 झारखण्ड, भारत

# SPORTS AND PHYSICAL EDUCATION CENTRE INDIAN INSTITUTE OF TECHNOLOGY (INDIAN SCHOOL OF MINES) DHANBAD-826004, JHARKHAND, INDIA

Tender Notice No.: IIT(ISM)/SPORTS/SP/2018-19/003 Dated 9<sup>th</sup> March 2018

#### **BID SUBMISSION FORM**

(To be printed on Bidder's letterhead)

#### LETTER OF BID

To,
Sports Officer
Sports and Physical Education Centre
Swimming Pool Complex
Student Activity Centre
Indian Institute of Technology (Indian School of Mines)
Dhanbad- 826 004

Ref: Invitation for Bid No. Tender Notice No.: IIT(ISM)/SPORTS/SP/2018-19/003 Dated March 9<sup>th</sup> 2018

We, the undersigned, declare that:

- 1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
- 2. We offer to execute in conformity with the Bidding Documents for Annual operation and Comprehensive Maintenance Contract of swimming pool and providing Project Manager, Maintenance Supervisor, Life Guards, Trainers, Cleaning and Security Services of Swimming Pool of Indian Institute of Technology (Indian School of Mines), Dhanbad.
- 3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
- 5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
- 6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours Sincerely, Authorised Signatory Full Name and Designation



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# SECTION-3 BIDDER'S PROFILE



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#### **BIDDERS PROFILE**

General: 1. Name of the firm
2. Name of the authorised person submitting the Bid "Shri/Smt
3. Designation of the authorized person submitting the Bid
4. Name, Designation, address and Mobile Number of alternate person
5. Address of the firm
6. Tel no. with STD code
(O)(R)(R)
7. Mobile No. of the person submitting the Bid
8. E-mail of the person submitting the Bid
9. Organization's email ID.
10. Website Address.
11. Registration & incorporation particulars of the firm:
i) Private Limited
ii) Public Limited
iii) Any other – Please specify
12. Name of Director(s).
13. Email ID of Director (s).
14. Mobile Number of Director (s).
15. Bidder's bank, its address and current account number
16. Permanent Income Tax Number (PAN) & Income Tax circle.
17. Service Tax Number.
18. TIN Number.
19. EPF Registration Number.



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DHANBAD-826004, JHARKHAND, INDIA

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# SECTION-4 INSTRUCTIONS TO THE BIDDERS



भारतीय प्रौद्योगिक संस्थान (भारतीय खनि विद्यापीठ)

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SPORTS AND PHYSICAL EDUCATION CENTRE
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DHANBAD-826004, JHARKHAND, INDIA

Tender Notice No.: IIT(ISM)/SPORTS/SP/2018-19/003 Dated 9<sup>th</sup> March 2018

#### INSTRUCTIONS TO THE BIDDERS

#### 1. GENERAL INSTRUCTIONS

- 1.1. The Bidders are advised to inspect the site before filling in and submitting the bids to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.
- 1.2 The sealed bidding documents should be submitted to Sports Officer, Sports and Physical Education Centre, Swimming Pool Complex, Student Activity Centre, Indian Institute of Technology(Indian School of Mines), Dhanbad- 826 004 on or before 30.03.2018 by 4 PM.
- 1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.4 Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any of the Documents of Financial Bid not so signed is liable to be rejected at the discretion of the IIT(ISM). NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT
- 1.5 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.6 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the IIT(ISM), Dhanbad. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.7 The requirement of providing operational manpower is tentative and may increase or decrease at the sole discretion of IIT(ISM).

#### 2 Qualifying Criteria for Bidders:-

a. The Tenderer should have experience for Operation and Maintenance of Standard size Pool at any Central Govt., State Govt, or Municipal Corporation Swimming Pool including Private Swimming Pool Contracts, Operation (O) & Maintenance (M) of pumping stations/O & M of sewage pumping station[attach proof excluding experience achieved at IIT(ISM)].

# अवस्थित प्राप्त प्र प्राप्त प्राप्त प्राप्त प्राप्त प्राप्त प्राप्त प्राप्त प

# क्रीड़ा एवं शारीरिक शिक्षा केन्द्र

भारतीय प्रौद्योगिक संस्थान (भारतीय खनि विद्यापीठ)

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- b. The Tenderer must have sound financial capacity and must have achieved annual turnover of Rs. 25 lakhs. Copies of audited balance sheets for last three years shall be submitted.
- c. Tenderer should have Service Tax Registration and should possess ISO 9000 certification or equivalent.
- d. The Tenderer shall have to furnish a list of adequately qualified personnel along with their qualifications.
- e. All certificates/evidence shall be duly self-certified. All work / experience details should be furnished with self-certified copies of evidence.
- 2.1 "Terms and Conditions" for Annual Operation and Comprehensive Maintenance Contract of Swimming Pool.
- 2.2 "Certificate of Ethical Practices" enclosed as Annexure I
- 2.3 Schedule of AOCMC Services enclosed as Annexure II
- 2.4 List of Employees with Required Qualification and Experience enclosed as Annexure-III
- A brief write-up is to be provided by the firm as to how they propose to provide services for **Annual Operation and Comprehensive Maintenance Contract of Swimming Pool** in IIT(ISM) by and number of persons to be deployed for the purposes along with brief description of the firm/company, including an organisation chart and number of employees deployed.
- 2.6 A certificate (in the form of an affidavit) to be signed by the Director/CEO of the company/firm stating that the firm have not been debarred or blacklisted for any service/supplies by any organization/Educational Institute/University and no criminal case/legal proceeding or industrial dispute is pending or contemplated against the firm

#### 3. EARNEST MONEY DEPOSIT/BID SECURITY:

- 3.1 This bids should be accompanied by an Earnest Money Deposit of **Rs.1,00,000/-** (Rupees One Lakh only) in the form of Demand Draft of any nationalized bank. The validity of the Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Demand Draft shall be in favour of **Registrar, Indian Institute of Technology (Indian School of Mines), Dhanbad** and payable at **Dhanbad.** Same can be submitted through Bank Guarantee as per Bid Security Form no. I.
- 3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid EMD/bid security shall be forfeited to the Government.
- 3.4 The bids without Earnest Money shall be summarily rejected.
- 3.5 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.



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#### 3.6 The EMD/bid security may be forfeited:

- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
- (ii) In case of successful bidder, if the bidder
  - (a) Fails to sign the contract in accordance with the terms of the tender document
  - (b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
  - (c) Fails or refuses to honor his/her own quoted prices for the services or part thereof.

#### 4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of **120 days** from the last date of submission of Bids.
- 4.2 In case IIT(ISM) [the client] calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 4.3 The Client may request for extension for another period of 30 days, without any modifications and without giving any reasons thereof.

#### 5. PREPARATION OF BIDS

- 5.1 Language: Bids and all accompanying documents shall be in English.
- 5.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount and Tender Processing Fees.

  Documents comprising the Bid:
  - a. Bid Submission Form duly signed and printed on Company's letterhead (Section-2).
  - b. Bidder's profile with undertaking
  - c. Signed and Stamped on each page of the tender document
  - d. All Forms /undertakings as per 2.1-2.6, duly filled and signed and stamped
  - e. Earnest Money Deposit of Rs. 1,00,000/- in favour of **Registrar**, **Indian Institute of Technology** (**Indian School of Mines**), **Dhanbad** and payable at **Dhanbad/Bank Guarantee as per Bid Security FORM I.**
  - f. Nonrefundable Tender Processing Fees of Rs.3000/- in the form of separate demand draft in favour of **Registrar**, **Indian Institute of Technology** (**Indian School of Mines**), **Dhanbad** and payable at **Dhanbad**.

The Technical Bid should then be kept in a separate sealed envelope, superscribed as "Technical Bid-Schedule A" for Tender No. IIT(ISM)/SPORTS/SP/2018-19/003 dated March 9 2018 with the Name and address of the Bidder.

Financial Bid: Bidder should prepare financial Bid in the Price Schedule as provided in the Tender Document (Section 7). Then the financial bid should be kept in a separate sealed envelope, superscribed "Financial Bid-Schedule B" for Tender No IIT(ISM)/SPORTS/SP/2018-19/003 dated March 9 2018.



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#### 6. SUBMISSION OF BIDS

- 6.1 The Bidder shall submit his bid in a sealed envelope containing **two separate** sealed envelopes consisting of (i) Technical Bid- Schedule A and (ii) Financial Bid-Schedule B, clearly subscribing so and the two envelopes shall be kept in another single sealed envelope and duly superscribed.
- The Bid shall be submitted not later than 30.03.2018 by 4 PM addressed to Sports Officer, Sports and Physical Education Centre, Swimming Pool Complex, Student Activity Centre, Indian Institute of Technology(Indian School of Mines), Dhanbad 826 004.
- 6.3 Bidders sending their bids through speed post/courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for speed post/courier shall be granted.
- Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the IIT(ISM) reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids.
- 6.5 Late Bids: Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

#### 7 BID OPENING PROCEDURE

- 7.1 The Technical Bids shall be opened in the office of Sports Officer, Sports and Physical Education Centre, Swimming Pool Complex, Student Activity Centre, Indian Institute of Technology (Indian School of Mines), Dhanbad 826 004, on the same day i.e. 30.03.2018 at 4.30 PM by the Committee authorized by the competent authority of IIT(ISM) in the presence of such bidders who may wish to be present or their representatives.
- 7.2 The financial bids of only those bidders who's Technical Bids are qualified, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.
- 7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the technical Bids and financial bids.
- 7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 7.5 All the presented Bidders or their representative shall be required to sign the main bid envelope to ensure the correctness of the bid.
- 7.6 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meet the minimum eligibility criteria as specified in the Tender Document.
- 7.7 Refusal to sign the bid envelope by the bidder or his representative may disqualify his bid based on the decision of the Tender Opening Committee.
- 7.8 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.



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- 7.9 Invalid Bids shall be returned on the spot, if the bidder or his representative is present. In other cases, the bids shall be dispatched by speed post to their address with the remarks of the Tender Opening Committee.
- 7.10 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining the same.

IIT(ISM) Dhanbad shall prequalify the interested Companies/Firms/Organisations. Prequalification shall be based on such criteria as Capacity of the Firm/Company; Experience; Pre Eminence and past performance in the business; Financial Strength & Stability and Reference etc.



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# SECTION-5 TERMS & CONDITIONS FOR AOCMC



भारतीय प्रौद्योगिक संस्थान (भारतीय खनि विद्यापीठ)

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Tender Notice No.: IIT(ISM)/SPORTS/SP/2018-19/003 Dated 9<sup>th</sup> March 2018

# <u>Terms and Conditions for Annual Operation and Comprehensive Maintenance Contract</u> (AOCMC) of Swimming Pool situated at Indian Institute of Technology (Indian School of Mines), Dhanbad, Jharkhand.

- 1. The maintenance work will involve in providing skilled technician for operation of filter plant and cleaning of Pool premises as specified in the schedule of work every day from 6.00 a.m. to 9.00 p.m. including Sunday & Holidays (for 12 months in a calendar year). However day to day aquatic activities shall be restricted to 10 months (February-November) and if altered shall be informed to the contractor, accordingly bill for altered period will be adjusted/disbursed.
- 2. All the floating dirt & leaves will have to be removed from the Swimming Pool [size of Swimming Pool (L x B x Depth) = 50m x 18m x 2m approximately (slanted from 1m to 3.8 m)] and surrounding areas. The Changing Rooms, Visitors' Gallery, Office Rooms and their Toilets/Bathrooms/Sanitary Units, Filtration Plants, Pumping Stations etc. are required to be kept clean and in hygienic condition all times with proper and sufficient use of sanitary materials like Phenyl, Naphthalene, Citronella, Room Freshener etc.
- 3. Suction Sweeper Bottom Cleaner shall be operated regularly to remove settled dirt from pool floor for maintaining cleanliness and hygienic condition in Swimming pool.
- 4. Water levels in pool shall be checked regularly & balancing tank, filtration plant shall be operated at proper working pressure.
- 5. Backwashing of the filters shall be done as per the requirements.
- 6. Water samples should be taken and tested three times a day for checking residual chlorine and pH parameter and shall be displayed in the display board. Chlorination treatment with other chemical dosing treatment shall be administrated as per water parameters to attain requisite level.
- 7. After dosing, the parameters shall be rechecked and record of residual chlorine and pH shall be maintained in log book.
- 8. Pool scum/overflow channels and balancing tank shall be cleaned as per requirement and record of such cleaning are to be maintained in the log book.
- 9. The record of day to day operation and maintenance with availability of Chlorine and other chemicals shall be recorded in the log book so as to maintain proper stock of material.
- 10. The services should be inclusive of all comprehensive maintenance of filtration plant related machineries as follows,
  - (a) Comprehensive maintenance of filtration plant's pumps & Electric motors.
  - (b) Chlorination plants with all necessary equipment.
  - (c) Main Electric panel board.
  - (d) Suction sweeper machine(s) with all necessary equipment.
  - (e) All valves of Filtration Plants & foot valves.
  - (f) All sizes of PVC pipes or other pipes of filtration plants.
  - (g) If any damage/failure occurs due to operational negligence then it will be the sole responsibilities of the Contractor to repair/replace damaged components/parts.
- 11. Contractor shall not employ any child having age 5 years to 14 years, as it is prohibited by the Child Labour Prohibition and Regulation Act, 1986. The Hon'ble Supreme Court has



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given certain guidelines and as per the Guidelines, if employment of child labour is detected on the site of work, the employer i.e. the contractor shall have to deposit Rs. 20000/- (Rupees Twenty Thousand only) or any amount revised by Hon'ble Supreme Court in the Child Labour Welfare Fund. If the employer refuses to deposit, then action will be taken for contempt of court of the Supreme Court Judgment and also will be prosecuted by the concerned authority.

Because of the breach of any provision of the Child Labour Prohibition and Regulation Act, 1986, by the contractor and for that Indian Institute of Technology (Indian School of Mines), Dhanbad, Jharkhand has to pay any amount, then the Indian Institute of Technology (Indian School of Mines) authority shall recover the said amount from the contractor

- 12. The contractor for Annual Operation and Comprehensive Maintenance Contract shall clean the premises and surrounding area regularly/all time in order to keep Swimming Pool in perfect hygienic condition.
- 13. <u>Rs.3000/-</u> will be charged per day as penalty charged for absence of Plant Operator & if water is found untreated at that time penalty will be charged Rs. 4000/- per day.
- 14. The contractor for Annual Operation and Comprehensive Maintenance Contractor shall provide qualified and trained life guards and trainers/coaches as per Scope of Annual Operation and Comprehensive Maintenance Contract.
- 15. The contractor, after getting the work order, must open a bank account having fund equal to 15 % of the total monthly operational & Maintenance cost throughout the contract period. Same account will be operated by the Project Manager with full power for any contingency expenditure.
- 16. In the event of non-fulfilling of above clause (non discharging of his/her duty for want of fund and power), if any of the item is not found in order, a penalty of Rs. 5000/- per day will be imposed and same will be deducted from the Monthly Bill. The Project Manager will also submit Bank Balance of that account every month along with monthly bill.
- 17. Monthly bills for reimbursement must be submitted by 10<sup>th</sup> of next month to avoid any delay of payment to workers. Any delay in workers payment will be governed by GOI rules and same must be through online mode.
- 18. All employees of the contractor shall wear uniform printed on the back specific to their category/post and shall remain present on duty with neat and clean uniform and will maintain perfect discipline on duty.
- 19. The contractor shall maintain the pool and movable properties like fixtures, and electrical installation etc. in good working condition and shall hand over all the articles entrusted to him in good working condition at the end of the contract period. The contractor shall compensate the IIT(ISM) authority for any damage or loss if found in such properties with the replacement value as decided by IIT(ISM) authority by cash or DD in favour of the REGISTRAR, IIT(ISM) Dhanbad and in any case if he fails to pay the same amount decided by IIT(ISM) authority, the same will be recovered from his security deposit/Bank Guarantee.
- 20. The contractor should not sublet the work to any other agencies.
- 21. Considering the initial investment cost for the above work, it is proposed to allow extending the contract period up to three years (renewable after every year) based on the



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satisfactory performance of the contractor during the first year/previous year. However, on mutual agreement/fresh terms & conditions and year to year satisfactory performance, same can be extended further maximum for a period of two years. Necessary cost escalation will be calculated for the extended period (2<sup>nd</sup> year-5<sup>th</sup> year) based on the cost Index calculated as per 10CC of CPWD contract conditions.

- 22. The contractor has to use all latest maintenance equipment like Single Disc Scrubber, Wet & Dry Vacuum Cleaner, Cold Water High Pressure Cleaner, Heavy Duty Suction Pump with suction head and other accessories etc.(as per <u>Annexure VI to Section 6</u>) for the above works.
- 23. In case of breach of conditions of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, IIT(ISM) shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of IIT(ISM).
- 24. The contract can be terminated by IIT(ISM) authority for unsatisfactory service after giving 3 months' notice to the contractor. The decision of the management of IIT(ISM) authority shall be final in this regard. IIT(ISM) authority may terminate the contract at any time, without assigning any reason and without giving prior notice, if it so desires in the interest of the Institute.
- 25. The contractor should cover his establishment under EPF, Miscellaneous provisions Act, Minimum Wages Act, ESI Act and all other relevant statutory provisions at his own cost.
- 26. The contractor may at any time terminate the agreement without assigning any reasons after giving three months' notice in writing. Security Deposit/Bank Guarantee will be forfeited, if the contractor chooses to terminate the contract without giving three months' notice.
- 27. No Labour should be employed whose age is below 18 years.
- 28. No residential accommodation shall be provided.
- 29. The Contractor should provide suitable uniforms as approved for his personnel at his own cost, and he shall on his own responsibility appoint all necessary staff and employees, IIT(ISM) authority shall have no responsibility or any obligation legal or otherwise in respect of the affairs of such staff and employees, including their appointment, conduct, discipline, termination, wages and terms and conditions of work etc. which are the sole obligation of the tenderer. The tenderer/contractor shall ensure that staffs employed by him should be properly, cleanly and neatly dressed and shall be disciplined and polite to the guests at all times. He shall furnish fitness certificate issued by the Medical Officer periodically regarding health of his employees and their antecedents should be verified by the Police Authorities.
- 30. However, as it is a specialized job and bears urgency, contractor cannot terminate any of its employees arbitrarily for his or her work attitude /work negligence. In that case, the Project Manager on behalf of contractor shall issue at least two show cause notices (at least fortnightly) to any employee for his/her work attitude /work negligence and a copy to Sports Officer for information and consent.
- 31. Before to terminate, all dues of the terminated worker(s) must be settled in front of the Sports Officer.

# अध्यापात । अध्यापात ।

# क्रीड़ा एवं शारीरिक शिक्षा केन्द्र

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- 32. Also Before to terminate, name and qualification (in case of coaches/trainer/Project Manager) of the substitute worker(s) is to be submitted to Sports Officer for approval. The period between date of termination of any worker and joining of substitute worker will be treated as period of absence and monthly honorarium of that post will be released accordingly.
- 33. An undertaking from all the employees is to be taken in the bond paper that in any case they cannot leave the job prior to serving at least one month notice to the Project Manager. However, same can be relaxed if the person gets a govt. job mentioning immediate joining clause.
- 34. The tenderer shall comply with requirements of all applicable laws under Central and Local government, like GST, Labour Laws, Local Authority Laws and shall be responsible for payment of all taxes, fees and other statutory payments which are in force and which are likely to be in force in future by the respective authorities.
- 35. Contractor will establish his office set up with latest electronics gadgets like computer, printer etc. at his own cost for discharging day to day activities.
- 36. The REGISTRAR on behalf of IIT(ISM) authority shall be the arbitrator for any type of dispute in the contract.
- 37. The successful tenderer shall execute the instructions of the SPORTS OFFICER or any officer authorized by IIT(ISM) authority from time to time on all matters connected with the smooth functioning of services.
- 38. IIT(ISM) authority shall reserve the right to accept or reject any one or the entire Tender documents without assigning any reason thereof.
- 39. In case of any breach of this contract and any terms and conditions therein by the tenderer, IIT(ISM) authority may cancel the contract for the remaining period of the contract after giving a show cause notice of 15 days' time as desired by IIT(ISM) authority in writing to the contractor. In the event of such cancellation, security deposit amount of the contractor will be forfeited by Indian Institute of Technology (Indian School of Mines) and contractor will be liable to pay compensation of Rs. 1 lakh only to Indian Institute of Technology (Indian School of Mines). The decision of IIT(ISM) authority shall be final in the matter and abide to the tenderer.
- 40. The contractor shall have his own system of supervision and arrangements within the said premises by deployment of suitable staff to the entire satisfaction of the Sports Officer or any officer authorized by IIT(ISM) authority. The contractor shall, however, require furnishing details of such a system for approval by IIT(ISM) authority.
- 41. The contractor shall employ his own personnel and equipment's for purpose of cleaning and maintenance at his own cost. The contractor shall engage his staff with prior police verification and shall provide a list of such staff along with their permanent address and photographs to the office of the Security Officer, IIT(ISM), Dhanbad.
- 42. Behavior of personnel shall in no way be detrimental to the management of Indian Institute of Technology (Indian School of Mines). The contractor shall provide personnel of good character, physically fit, efficient, well behaved and skillful in their duties.
- 43. The contractor shall remove any employee from the service who in the opinion of IIT(ISM) authority is in any way unfit or unsuitable for the said purposes. The decision of the IIT(ISM) authority shall be final and binding.



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- 44. The contractor shall at all-time obey the lawful instruction given to him by the Sports Officer or any authorized representatives of IIT(ISM) authority. Any infringements of any such instruction may render the contractor liable to be fined which may extend up to Rs. 500/- in each case. The fine will be in addition to the penalty to be imposed under various clauses.
- 45. The contractor shall also ensure the norms prescribed by the Human Rights Commission, Government of India, Minimum Wages Act and Industrial Dispute Act or any such other legislation are fully observed and the office is kept harmless and indemnified. If there is any noncompliance intimated by SPORTS OFFICER the contractor has to rectify it.
- 46. The contractor shall provide all the cleaning material, necessary equipment's and other life guard/safety equipment's as mentioned at Financial Bid Documents at his own cost. The supply of the listed items should at least meet the National standard.
- 47. The contractor shall provide insurance to cover all the death or injury occurs during swimming, training to his employee. And the copy of insurance shall have to submit to Sports Officer. He will also be held fully responsible for any incidence of any of the registered member(s) during the course of swimming or any trace passer during any point of time.
- 48. Any forceful/unauthorized entry to swimming pool premise at any point of time by any one must be entered in the register and a report must be submitted immediately to Sports Officer through email/SMS/Phone/in writing.

We fully agree to all the above terms and conditions.



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#### <u>Annexure – I</u>

#### **CERTIFICATE OF ETHICAL PRACTICES**

- 1. I/We assure the IIT(ISM), Dhanbad that neither I/We nor any of my /our workers will do any act/s, which are improper/illegal during the execution of the contract awarded to us.
- 2. Neither I/We nor anybody on my/our behalf will indulge in any corrupt activities /practices in my/our dealing with the organization/institution.
- 3. I/We will have no conflict of interest in any of our work/contract at the institution.
- 4. We will keep the Swimming Pool and its surroundings hygienic, neat & clean and there should not be any complaint from the users.

We fully agree to all the above terms and conditions



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# SECTION-6 SCHEDULE OF "AOCMC" SERVICES



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Annexure - II

#### SCHEDULE OF AOCMC SERVICES

In this Schedule of Requirements, the details of Annual Operation and Comprehensive Maintenance Contract of Swimming Pool and Providing Project Manager, Life Guards, Trainers/Coaches, Maintenance Supervisor Cleaning and Security services to be provided by the Contractor and also other information, instructions of the IIT(ISM) and instructions to the Contractor's employees posted at the IIT(ISM)' site and all such other aspect of the Contracts are to be mentioned.

#### **Scope of Annual Operation and Comprehensive Maintenance Contract**

- 1. 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. (all latest chemicals as per guidelines issued by FINA/Swimming Federation of India from time to time) shall be supplied by the Firm (as specified in Annexure IV).
- 2. Operation Schedule: Swimming pool will remain operational for aquatic activities for 10 months in a year, i.e., from February to November tentatively in a calendar year or during the actual operation period. However, Maintenance work of all sectors including security services shall be functional for 12 months or from the date of actual operation. All the employees including coaches/trainers/lifeguards/project manager and other staff shall remain present throughout the functional (aquatic and maintenance activities) period. Coaches/trainers/lifeguards/project manager etc. are required to perform different on and off field works assigned by Sports Officer when there is no aquatic activities.

Working Day Timing for aquatic activities (Monday-Friday)

Morning: 6 AM to 9 AMEvening: 5 PM to 9 PM

Closed Day Timing (Holidays)

Morning: 6 AM to 10 AMEvening: 2 PM to 7 PM

- \* Working/Closed Day Timing including Operational Period is subject to alteration as per the requirement.
- 3. Providing adequate Security of the Swimming Pool and the Associated Plant.
- 4. Cleaning of Swimming Pool and its premises (Plant, Dressing Rooms, Office, Deck area, Visitors' Gallery & its sanitary units etc. including glass doors, wooden doors and knobs, signboards/plaques, brass name plates and name boards etc.) should be done daily at regular intervals as per international standard to the satisfaction of Clients/Users.
- 5. Providing Machineries, Chemicals and Cleaning Materials, other Consumable items for Pool and associated areas.



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The Contractor shall provide brand new machineries, Cleaning Materials (Consumables) and Chemicals and daily use consumables (as specified in Annexure IV-IX).

6. Providing Personnel for the operation and maintenance of the swimming pool as per the details given below:

Sl.no	Category	No. of	Remarks
		Head	
1	Life Guard	03(2+1	[must fulfill minimum qualification as
		lady)	per Annexure III]
2	Trainer/Coach	03	(preferably at least one lady trainer / coach) one coach should have proficiency in Water polo [must fulfill minimum qualification as per Annexure III]
3	Project Manager	01	Graduate/ Diploma in management- conversant with MS word, MS excel and MS Power point(desirable : Supervisory experience)
4	Receptionist cum Maintenance supervisor	01	Preferably ITI/Diploma (Competent to instruct in English & Hindi)
5	Lady Receptionist cum Assistant	01	10 + 2 examination pass(Competent to speak in English & Hindi)
6	Pump Operator	02	
7	Pool Cleaning staff	03	
8	Cleaner	03	
9	Security Guard	03	

- i. Three Lifeguards (2+1 lady) at least one lifeguard should remain present in the Deck area during swimming session.
- ii. Three Trainers/Coaches (preferably at least one lady trainer/coach) [must fulfill minimum qualification as per Annexure **III**] for lady's session, one lady Trainer/Coach/life guard should be available.
- iii. Adequate number security personnel should always be available at the Swimming Pool Premises.
- iv. Adequate number cleaning & maintenance staff including cleaning & maintenance equipment/machineries should always be available at the Swimming Pool Premises to maintain cleanliness of international standard.
- v. One Project Manager with full financial power for the operation and maintenance of Swimming Pool (refer rule 15-16 of Terms and conditions).
- vi. Two receptionists At least one receptionist is to be present during the operation of swimming pool.



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- 7. The Tenderer has to submit fortnightly report of the work executed by him.
- 8. The Tenderer has to maintain the necessary Registers and Visit books, etc. and same shall be submitted for checking to the Sports Officer or his representative at a frequent interval (fortnightly).
- 9. Termination of any enlisted worker- please see rule 30-33 of Terms and condition
- 10. Minor repairing work i.e. repair/replacement of PVC Tube, Gland Packing, Gasket, Valve, Sampling cock, Grease, Mobile Oil, fuse, socket etc. to be done free of cost and nothing extra will be paid. Contractor has to operate & maintain following units at his own cost:
  - i. Iron Removal Filtration Plant 01 No.
  - ii. Pressure Filter for recycling 02 Nos.
  - iii. Soda Doser 02 Nos.
  - iv. Alum Doser 03 Nos.
  - v. Chlorine Doser 03 Nos.
  - vi. Air Compressor 02 Nos.
  - vii. Oxidation Chamber 01 No.
  - viii. Recycling Pump 03 Nos. (One stand by)
    - ix. Submersible Pump 02 Nos.
    - x. Centrifugal Pump -02 Nos. (One stand by)
- 11. Preparation of time table, issuing of membership cards for Students, Faculty, Officers, Staff Members, Children and others (both genders) and execution of the same depending on the number of membership/users shall be done by the Project Manager in consultation with the Sports Officer, IIT(ISM), Dhanbad.
- 12. IIT(ISM) authority, in its discretion, will have routine and surprise inspection to any of the units of the Swimming Pool Complex.

We fully agree to all the above terms and conditions.



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Annexure – III

#### Minimum qualification and experience required for Coach and Lifeguard

#### Trainer /Coach:

#### 1. Essential:

A full time Bachelor's Degree in Physical Education with Specialization (minimum duration of 10 months) in Swimming from any recognized University/Institute

Or

Diploma/PGD in Coaching in Swimming

Or

A full time Bachelor's Degree in Physical Education/Senior national participation with Certificate in Coaching from NSNIS/any recognized University/Institute or Coaching certificate approved and recognized by Swimming Federation India.

#### 2. Desirable:

- a) Should have represented University level/State level in 2 or more games recognized/affiliated to AIU (Association of Indian Universities)/IOA (Indian Olympic Association)
- c) Competent to instruct in English & Hindi.

#### **Life Guards**:

#### 1. Essential:

- a) Candidate should have passed at least High School or Equivalent.
- b) Certificates of participation in Swimming at the State or University Level.
- c) Certificates in Life Guard Training from the recognized Institution.

#### 2. Desirable:

- a) Should have represented University level/State level in 2 or more games other than swimming
- c) Competent to instruct in English & Hindi.



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# SECTION-7 PRICE SCHEDULE

(Please take print of the Price Bid...Page Nos.28 to 36 and the filled in price Bid should be sealed in Separate cover Superscribed As "Schedule B – Financial Bid" as per the Instructions to the Bidders (Section 4)

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#### FINANCIAL BID DOCUMENTS

(TO BE SUBMITTED IN SEPARATE ENVELOP SUPERSCRIBED AS "SCHEDULE B- FINANCIAL BID")

#### **QUOTE YOUR PRICES**

**Annexure IV to Section 6** 

 ${\bf TABLE\ -'A'}$  (MONTHLY PRICE BREAK-UP FOR CHARGES OF SWIMMING POOL CHEMICAL)

Sl. No.	Particulars	Quantity per month	Rate per Unit	Amount **
110.		per monen		(Rs)
1	Supply of Non Ferric Alum solution	90 ltr.		
2	Supply of Sodium Hypo Chlorite Solution	100 ltr.		
3	Supply of TCC 90	60 kg		
4	Supply of Soda Ash	60 kg.		
5	Supply of Copper Sulphate	50 kg.		
6	Supply of Chlorine Tablet	3 kg		
7	Any other			
	Total			

\*\*

- All stores will be taken to the special ledger of SPEC and then same will be issued to the concern Tenderer/Project Manager. At the end of each month, Physical Verification will be carried out by Sports Officer or his representative.
- Payment will be released on the basis of actual consumption subject to ceiling as above as entered in the log book duly verified by Sports Officer from time to time.
- No payment will be entertained during off season



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#### TABLE-'B'

**Annexure V to Section 6** 

#### MONTHLY PRICE BREAK-UP FOR HIRING CHARGES OF PERSONNEL (TRAINER/COACH, LIFE GUARD, PROJECT MANAGER ETC.)

Sl.	Category (a)	No. of head (b)	Basic wages (Rs.) (c)	VDA (Rs.) (d)	EPF (13.36 %) (Rs.) (e)	ESIC (4.75 %) (Rs.) (f)	Bonus (g)	Cost per head/day [c+d+e+f] (Rs.) (h)	Cost per head/month [h x 30] (Rs.) (i)	Cost/per category [b x i] (Rs.) (j)
1	Coach/Trainer(skilled)	3	579	14	79.22	28.17	Applicable	700.39	21011.77	63,035.31
2	Life Guard(semiskilled)	3	494	12	67.60	24.04	as per GOI	597.64	17929.10	53,787.29
3	Project Manager(skilled)	1	579	14	79.22	28.17	as per GOI	700.39	21011.77	21,011.77
4	Receptionist(unskilled)	2	437	11	59.85	21.28	rules	529.13	15873.98	31,747.97
5	Pump Operator(unskilled)	2	437	11	59.85	21.28	applicable	529.13	15873.98	31,747.97
6	Pool Cleaner(unskilled)	3	437	11	59.85	21.28	иррпецые	529.13	15873.98	47,621.95
7	Cleaner(unskilled)	3	437	11	59.85	21.28	at	529.13	15873.98	47,621.95
8	Security Guard(unskilled)	3	437	11	59.85	21.28	IIT(ISM)	529.13	15873.98	47,621.95
	Total	20							Total cost/month	3,44,196.16

Rupees(in word): Three lakhs forty four thousand one hundred and ninety six only

#### Note:

- 1. For working out Basic wages, VDA, EPF, ESI etc. Central Minimum Wages and others for B class cities will be adopted
- 2. Whenever the rates of minimum wages and bonus are revised by Govt. of India, the revised rates as applicable to IIT(ISM) should be paid to the employees.
- 3. Should submit payment statement of each of the employee as per this statement while reimbursement.



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# SPORTS AND PHYSICAL EDUCATION CENTRE INDIAN INSTITUTE OF TECHNOLOGY (INDIAN SCHOOL OF MINES) DHANBAD-826004, JHARKHAND, INDIA

Tender Notice No.: IIT(ISM)/SPORTS/SP/2018-19/003 Dated 9<sup>th</sup> March 2018

**Annexure VI to Section 6** 

# TABLE -'C' (MONTHLY PRICE BREAK-UP FOR MACHINERY RENTAL)

SL. NO.	Type of Machine	Recommended Brand and Model (Refer Annexure-IV to Section 6)	Quoted Rental Charges per unit	Quoted Amount
1	Single Disc Scrubber			
2	Wet & Dry Vacuum			
4	Cold water High Pressure cleaner			
5	Heavy Duty Suction Pump			
6	Portable chlorine meter			
7	Electronics weighing machine for weighing pool chemicals etc.			
8	Portable pH meter			
9	Other Maintenance Equipment's/tools to specify clearly			
	Total Quoted Amount for M	Machinery Rentals (Rs.).	•••••	

#### **Annexure-VII to Section 6**

Sl. NO.	Type of Machine	Brand / Model no.	Brand.
1	Single Disc Scrubber	Eureka Mega 50, TASKI ergodisc 1200, Trooper SD Plus, Ultra High Speed	Eureka forbes/Johnson Diversey, Roots
2	Wet & Dry Vacuum Cleaner	Eureka ZW 35 SS/ Vacumat 22 T, Play Yes 515 27 L	Johnson Diversey, Eureka forbes, Roots
3	Cold Water High Pressure Cleaner	Eureka KA 3200/ Danubio 1211 LP/ Jet E 130/170	Johnson Diversey, Eureka forbes, , Roots
4	Heavy Duty Suction Pump (minimum 3 HP) with suction head and other accessories	Austin/Kirolskar	Austin/Kirolskar

**Note:** Any Machine should be of above brands/model only.

(i) The Contractor in accordance with the terms and conditions of the tender document and in order to execute the maintenance services in Swimming Pool Premises shall



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provide any one of the Brand i.e. Eureka or Johnson Diversery or Roots/ Austin / Kirloskar as specified above.

- (ii) The machineries shall be brand new and should not have been used before. Supporting documents in support of brand name viz. Quotations /Estimate should be submitted during the Bid documents. If contract awarded, Tax Invoice Receipt, as required in the tender document shall be produced by the Contractor at the time of supply of machineries in Swimming Pool Premises.
- (iii) The repair and maintenance shall be the sole responsibility of the Contractor. There will be no down time acceptable. However, in case of break-down of a machine, the Contractor shall provide and replace immediately the faulty machine at his own cost and risk.
- (iv) The rental prices should be quoted separately for each of the model in Price Bid.
- (v) Rent will be reimbursed when the machines are actually in use during the entire contract period.



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**Annexure-VIII to Section 6** 

#### Table 'D'

#### **List of Consumables**

#### (PRICE BREAK-UP FOR CHARGES OF DAILY USE CONSUMABLE ITEMS)

Sl. No.	Items Name	Price
1	Naphthalene Balls (500 gms)	
2	Phenyl (5 litre tin)	
3	Cleanzo (5 litre tin)	
4	Room Freshner (Air Wick) 2 in one- 03 nos.	
5	Room Freshner (Sandal)- 03 nos.	
6	Spray Pump	
7	Wiper (Large)- 04 nos.	
8	Wiper (Small)- 04 nos.	
9	Harpic Tripple Action- 3 liter	
10	Floor Mop full size	
11	Detergent Power- 1 kg.	
12	Duster Full size- 04 nos.	
13	Old Dhoti Cotton- 05 meter	
14	Duster Yellow- 04 nos.	
15	Dustbin Plastic (medium size) 5 nos. – one time in a year	
16	Dustbin Plastic with cover(Medium size )05 nos. one time in a year	
17	Good Night Advanced-60 ml.2 nos.	
18	Good Night Advanced riffle	
19	Colin (Original) – 1 bottle	
20	Lizol (500 ml pack)	
21	Teepol – 500 ml	
22	Acid(4 litre)	
23	Toilet Brush - 06 nos. twice in a year	
24	Broom (Bambu) with bamboo long handle- 10 nos. twice in a year	
25	Broom (Phool)- 10 nos. twice in a year	
26	Broom (Plastic)- 02 nos.(for use of ceiling clean- long handle)	
27	Urinal Celebes- 30 nos.	
28	Red Hit- 2 can	
29	Plastic Bucket - 06 nos. twice in a year	
30	Plastic Mug - 06 nos. twice in a year	
31	Any other to specify clearly	
Cleaning N	Material Charges (Lump sum /per month) Rs	

All stores will be taken to the special ledger of SPEC and then same will be issued to the
concern Tenderer/Project Manager. At the end of each month, Physical Verification will be
carried out by Sports Officer or his representative.



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• Payment will be released on the basis of actual consumption subject to ceiling as above and entered in the log book.



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**Annexure-IX to Section 6** 

#### Table 'E''

#### **List of Lifeguard/Safety Equipment**

(MONTHLY PRICE BREAK-UP FOR CHARGES OF LIFEGUARD/SAFETY EQUIPMENT)

Sl.	Particulars Particulars	Quantity	Price
No.			
1	First-Aid Kit	02 sets with all kinds of	
		First aid materials	
2	Life Hook	03 nos.	
3	Rescue Pole	03 nos.	
4	Manual Resuscitator	02 nos.(child+adult)	
5	Single Oxygen Cylinder with mask & trolley	01	
6	Life Jacket	05 nos	
7	Rescue Tube/buoy/ USCG Life Rings	03 nos.	
8	Water Keyboard- for floating	20 nos.	
9	Any other safety equipment to specify clearly		
Life	guard Equipment Charges (Lump sum /per		
mon	th) Rs		

- All stores will be taken to the special ledger of SPEC and then same will be issued to the concern Tenderer/Project Manager. At the end of each month, Physical Verification will be carried out by Sports Officer or his representative.
- Payment will be released on the basis of actual availability and use.
- No payment will be entertained during off season

Name of the Contractor: _		
Address:		



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#### **QUOTE YOUR PRICES**

Sl. No.	Category Quoted	Amount per month ** (Rs.)
1	Charges for Swimming Pool Chemical (Insert	Rs.
2	total of Table 'A') Hiring charges for Personnel (Insert total of Table 'B' as calculated)	Rs.
3	Machineries Rental (Insert total of Table 'C')	Rs.
4	Daily use consumable items (Lump sum /per month)(Insert total of Table 'D')	Rs.
5	Lifeguard/Safety Equipment(Lump sum/ per month) (Insert total of Table 'E')	Rs.
6	Minor maintenance charges for Electrical appliances (as per sl.no. 10- scope of AOCMC)	Rs.
7	Contractor's Profit (Please specify)	Rs.
8	Any Other (payable taxes/GSTetc.)	Rs.
A	Total monthly Bid Price (Sl. No. 1 to 8)	Rs.
В	Bid Price in one year (Ax12)	Rs.
С	Add cost of uniform (attach price list of reputed/known brand and also price breakup against each category/post)	Rs.
D	Total Bid Price in one year(add B+C)	Rs.
Rupees in word		

#### \*\*Note:

- (i) The bidder should quote the details of quoted prices in Table 'A', 'B', 'C', 'D', and Table 'E' i.e. the Bidder is required to show the price break-up of each of the above quoted category in Table 'A', 'B', 'C', 'D', and Table 'E'.
- (ii) Payments shall be made by the Client on reimbursement basis subject to fulfillment of the terms and conditions of the Tender Documents. Mode of payment including advance to the employees must be through e payment from the first month itself and the details of the credit-debit statement along with photocopy of pass book, ESI deposit, PF, gratuity, Bonus etc. must be produced along with the bills to avoid delay in reimbursement.
- (iii) Quoted Prices shall be valid for the entire contract period (till it is renewed/ awarded). However, necessary cost escalation will be calculated for the extended period based on the cost Index calculated as per 10CC of CPWD contract conditions.
- (iv) Whenever the rates of minimum wages and minimum bonus are revised by Govt. of India, the revised rates should be paid to the employee as applicable at IIT(ISM).



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- (v) The quoted consolidated monthly amount prices shall be inclusive of all charges including our contribution towards ESI, PF, Gratuity, Bonus etc.
- (vi) The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time to-time and the same shall be charged in addition to the applicable rate.
- (vii) The Contractor shall mandatorily ensure that the cost per head as shown in Table 'B' is paid as monthly wages to their employees who are deployed in Client's premises for different services. Any deviation shall be subjected to breach of contract agreement and contract terms and conditions.
- (viii) Charges for uniform as quoted shall be reimbursed on production of bills and distribution to the employees only.
- (viii) The rates are to be quoted in words as well as in figures and all cuttings should be attested by the contractor. No condition shall be imposed by the contractor

Signature of the contractor with seal of firms /company Seal



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## SECTION-8 FORMS

SECTION 8.1 FORM-I- BID SECURITY FORM

(TO BE USED FOR EMD IN CASE SUBMITTED BY BANK

GUARANTEE)

SECTION 8.2 FORM-II- FORM FOR FINANCIAL CAPACITY
SECTION 8.3 FORM-III- ARTICLES OF AGREEMENT
SECTION 8.4 FORMS-IV- PERFORMANCE BANK GUARANTEE



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Dated 9th March 2018 Tender Notice No.: IIT(ISM)/SPORTS/SP/2018-19/003

### FORM-I

BID SECURITY/EMD	FORM
No	
To, Sports Officer Sports and Physical Education Centre Swimming Pool Complex Indian Institute of Technology (Indian School of Mines) Dhanbad- 826 004	
Whereas M/s	nd Comprehensive Maintenance Contract tenance Supervisor, Life Guards, Trainers, A)/SPORTS/SP/2018-19/003 dated March
THE CONDITIONS of the obligations are:	
1. If the Bidder withdraws his bid during the period of beform or	oid validity specified by the Bidder on the Bid
<ul><li>If the Bidder, having been notified of the acceptance bid validity.</li><li>(a) fails or refuses to execute the Contract, if requ</li></ul>	, , ,
OR (b) fails or refuses to furnish the Performance So Bidders.	ecurity, in accordance with the instructions to
OR  (c) fails or refuses to perform their duties fully or We undertake to pay the Owner up to the above amount upon purchaser having to substantiate its demand, provided that it demand of the amount claimed by it is due to it owing to conditions, specifying the occurred condition or conditions.	receipt of its first written demand, without the in its demand the Owner will not justify the
This guarantee will remain in force as specified inof thirty (30) days after the period of bid validity and any deman later than the specified date/dates.	•
Name & Signature of witness	Signature of the Bank Authority
Address of witness	Signed in capacity of

Full address of Branch Tel No. of Branch



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Fax No. of Branch

#### FORM-II FORM FOR FINANCIAL CAPACITY

Description	Financial years		
	2014-15	2015-16	2016-17
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			



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Dated 9th March 2018 Tender Notice No.: IIT(ISM)/SPORTS/SP/2018-19/003

FORM-III (To be submitted along with security deposit within 15days after receipt of order)		
	CONTRACT AGREEMENT NO DATED DATED	
School or repu	AGREEMENT is made on between Indian Institute of Technology (Indian of Mines), Dhanbad (hereinafter referred to as "Client" which expression unless excluded agnant to the context be deemed to include his successors and assigns), and whose principal of office is at	
	AND	
<b>M</b> /s at		
include	ctor") which expression shall unless excluded by or repugnant to the context be deemed to e his successors, heirs, executors, administrators, representatives and assigns) of the other reproviding mechanized housekeeping services to Client.	
NOW 7	THIS AGREEMENT WITNESSTH as follows:	
	WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated	
	AND WHEREAS the Contractor submitted his bid vide	
III.	AND WHEREAS the Client has selected M/s	
	<b>AND WHEREAS</b> the Client desires that the Day to Day Operation and Comprehensive Maintenance Contract of Swimming Pool (50Mx 18M x 2M) approximately- slanted from 1 m to 3.8 m including Water Treatment Plant, changing room, office and providing Project Manager, Life Guards, Trainers/Coaches, Cleaning and Security <b>services</b> (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.	

# अभावता प्राप्त प्र प्राप्त प्

### क्रीड़ा एवं शारीरिक शिक्षा केन्द्र

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- V. **AND WHEREAS** the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the Day to Day Operation and Comprehensive Maintenance Contract of Swimming Pool (50Mx 18M x 2M) approximately- slanted from 1 m to 3.8 m including Water Treatment Plant, changing room, office and providing Project Manager, Life Guards, Trainers/Coaches, Cleaning and Security **services** of its premises in case the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- VII. **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for Day to Day Operation and Comprehensive Maintenance Contract of Swimming Pool (50M x 18M x 2M) approximately- slanted from 1 m to 3.8 m including Water Treatment Plant, changing room, office and providing Project Manager, Life Guards, Trainers/Coaches, Cleaning and Security **services** in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.
- VIII. **AND WHEREAS** the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill

#### VIII. **AND WHEREAS** the Client and the Contractor agree as follows:

- 1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
- (a) The Letter of Acceptance (LoA) issued by the Client.
- (b) Notice to Proceed (NTP) issued by the Client
- (c) The complete Bid, as submitted by the Contractor.
- (d) The Addenda, if any, issued by the Client.
- (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
- (f) Charges Schedule annexed to this Article of Agreement
- (g) Supplementary Agreements executed from time to time.
- 3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed to by both the



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parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

- 4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.
- VII. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of IIT(ISM)

(Authorised Signatory)

(Authorised Signatory)



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#### **FORM-IV**

#### PERFORMANCE BANK GUARANTEE/SECURIRY DEPOSIT

(To be executed on non-Judicial stamped paper of an appropriate value)

	Date :
Bank Guarantee No:	
Amount of Guarantee:	
Guarantee Period: From to	
Guarantee Expiry Date:	
Last date of Lodgment:	
WHEREAS Office of the IIT(ISM) having its office at	ontext includes their contract on [Please [insert name of the Contractor" which wes, successors and and Comprehensive tenance Supervisor, and Comprehensive tenance I have the meaning Tender Documents of issue of Tender
AND WHEREAS one of the conditions of the Contract is that the Contractor showner a Bank Guarantee from a scheduled bank in India having a branch at amount equal to 10% (TEN percent) of the total Contract Sum (the amount gubank guarantee shall hereinafter be referred to as the "Guaranteed Amount faithful performance of the Contract including the performance bank guaranteer obligations of the Contractor for the supplies made and the services be executed by under the Contract. This bank guarantee shall be valid from the deepiry of the Contract Period including any extension thereof.	DHANBAD for an arranteed under this <b>t</b> ") against due and ntee obligation and being provided and
AND WHEREAS the Contractor has approached [insert the name of the sched after referred to as the "Bank") having its registered office address]	at [insert the



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Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and Indian Institute of Technology (Indian School of Mines), Dhanbad Tender No. IIT(ISM)/SPORTS/SP/2018-19/003 dated March 9, 2018 payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PBG to the bank for amendment in price.
- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guaranteed Amount to be inserted here]......only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may

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धनबाद-826004 झारखण्ड, भारत

### SPORTS AND PHYSICAL EDUCATION CENTRE INDIAN INSTITUTE OF TECHNOLOGY (INDIAN SCHOOL OF MINES)

DHANBAD-826004, JHARKHAND, INDIA Dated 9th March 2018 Tender Notice No.: IIT(ISM)/SPORTS/SP/2018-19/003

arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.

- All capitalized words used but not defined herein shall have the meanings assigned to them (vii) under the Contract.
- NOTWITHSTANDING anything stated above, the liability of the Bank under this bank (viii) guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- Unless a Demand under this bank guarantee is filed against the Bank within six (6) months (ix) from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- However, in the opinion of the Owner, if the Contractor's obligations against which this (x) bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfills its obligations under the Contract.
- We have the power to issue this bank guarantee in your favour under Memorandum and (xi) Article of Association and the Undersigned has full power to do so under the Power of Attornev dated [date of power of attornev be inserted].....granted to him by the Bank.

Date:		
Bank		
Corporate Seal of the Bank		

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank



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# SECTION-9 CHECK-LIST



भारतीय प्रौद्योगिक संस्थान (भारतीय खनि विद्यापीठ)

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#### **CHECK LIST ON PREPARATION OF BIDS**

Sl. No.	Particulars	YES/NO
1	Have you filled in and signed Bidder Profile?	
2	Have you read and understood various conditions of the Contract and shall abide by them?	
TECHNI	ICAL BID	
3	Have you enclosed the EMD of Rs. 1,00,000/- in the Schedule A?	
4	Have you enclosed the Tender Processing Fees of Rs. 3,000/- in the Schedule A?	
4.1	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the Tender documents?	
5	Have you attached proof of having met the minimum eligibility criteria?	
5.1	Legal Valid Entity: Have you attached attested Certificate issued by the Registrar of firms / Companies?	
5.2	Financial Capacity: Have you attached Audited Balance Sheets, Loss Profit Accounts and Audit Reports?	
5.3	Registration with Government Bodies like ESIC, EPF, GST etc Labour Laws: Have you attached a Registration copy of each of the certificate?	
5.4	Experience: Have you attached the attested experience certificates issued by the Organisations / Government Depts. as per requirement/instructions?	
5.5	Manpower: Have you attached proof of manpower?	
5.6	Have you attached quotations/estimates for machinery for rental	
6	Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
7	Have your Technical Bid been packed as per the requirements of the Tender?	
FINANC	IAL BID	
8	Have your Financial Bid Proposal is duly filled, sealed and signed on all pages?	
9	Have you quoted prices against each of the category and enclosed in Schedule B?	
10	Have your financial bid been packed as per Tender requirement?	