

**BUREAU OF INDIAN STANDARDS
9, BAHADUR SHAH ZAFAR MARG
NEW DELHI-110 002**

TENDER NOTICE

Bureau of Indian Standards (the Bureau) invites online bids from eligible bidders, under two bids system (Technical bid and Financial bid) to appoint an agency for running/managing Creche for children with age ranging from 6 months to 6 years either through an NGO or by personal participation of any agency.

2. The blank Tender document is available from 30 April 2020 (18:00 hrs.) to 15 June 2020 (17:00 hrs.) for downloading from the website of the Bureau (www.bis.gov.in) and Central Public Procurement (CPP) Portal.

3. The bid can be submitted online in the manner indicated in the tender document on or before 17:00 hrs of 15 June 2020. The Bureau reserves the right to reject any or all the bids without assigning any reason.

Director (Administration)
Administration Department
Our Ref: ADMN/09/45/2018

SCHEDULE – 1: INSTRUCTIONS TO THE BIDDERS:

1. Notice inviting Bids

- 1.1 Bureau of Indian Standards invites online bids from eligible bidders, under two bid system (Technical bid and Financial bid) to appoint an agency for running/managing Creche for children with age ranging from 6 months to 6 years either through an NGO or by personal participation of any agency on yearly contract extendable thereafter on year to year basis on mutual consent in the premises of Bureau of Indian Standards, Manak Bhawan, 9, Bahadur Shah Zafar Marg, New Delhi-110002.

2. Issue of Tender Document

- 2.1 The Tender document will be available on the website of the Bureau (www.bis.org.in) and CPP Portal (www.eprocure.gov.in) during the period indicated in the **Schedule-3**.
- 2.2 The Bidder shall bear all costs associated with the preparation and submission of its Bid. The Bureau shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process.

- 3. Language of Bid/Contract:** The language of the Bid shall be in English/Hindi and all correspondence, etc. shall conform to the English/Hindi language. In case of any dispute, English version will prevail over Hindi version.

4. Validity of Bids

- 4.1 The Bid will be valid for 90 days from the last date of submission of bid.

5. Earnest Money/ Bid Security

- 5.1 The bidder shall select the payment option as “OFF LINE” to pay the Earnest Money Deposit (EMD). The Bidder shall deposit with the Bureau a sum indicated in the **Schedule-3**, as an interest free Earnest Money Deposit (EMD). The Earnest Money shall be deposited in the form of Demand Draft/Pay Order in favour of Bureau of Indian Standards, New Delhi.
- 5.2 The failure or omission to deposit the Earnest Money shall disqualify the Bid and the Bureau shall exclude from its consideration such disqualified Bid(s).
- 5.3 Bidder shall not revoke his Bid or vary its terms and conditions without the consent of the Bureau during the validity period of the bid. If the bidder revokes the bid or varies its terms or conditions, the Earnest Money deposited by it, shall stand forfeited by the Bureau without prejudice to its other rights and remedies and the Bidder shall be disentitled to submit a Bid to the Bureau for such services during the next twenty-four (24) months effective from the date of such revocation.
- 5.4 The Earnest Money of unsuccessful Bidder shall be refunded after the successful Bidder furnishes the required Performance Security to the Bureau and signs the

agreement or within thirty (30) days of the expiry of validity period of Bids, whichever is earlier.

- 5.5 The bidders who are eligible for waiver from submission of EMD as per General Financial Rules, 2017 should submit the proof for the same.

6. Performance Security

- 6.1 To ensure due performance of the contract, an interest-free Performance Security, for an amount as indicated in Schedule-3, will be obtained from the successful bidder irrespective of its registration status, within 15 days from the date of acceptance of the bid by the Competent Authority of the Bureau. Performance Security will be furnished in the form of an Account Payee Demand Draft in favour of 'Bureau of Indian Standards' payable at 'New Delhi' or through bank guarantee.
- 6.2 If the successful Bidder does not pay the Performance Security in the prescribed time limit or fails to sign the agreement bond, its Earnest Money Deposit will be forfeited by the Bureau.

7. Eligible Bidders

- 7.1 Only those Bidders, who fulfill the eligibility criteria as mentioned in the **Schedule-3**, are eligible to submit their Bids for the services.

8. Manner of Submission of Bid

- 8.1 The complete Bid containing Technical Bid and Financial Bid will be received online through CPP Portal only.
- 8.2 The Bids received through Post, E-mail or fax will be rejected.

9. Last Date for Submission

- 9.1 Bids shall be received not later than the time and date specified in **Schedule-3**. Bids received after the specified date and time shall not be considered.

10. Modification and Withdrawal of Offer

- 10.1 The Bidder may modify or withdraw its offer after its submission before the closing date and time specified for submission of offer.

11. Contents of Bid Document

- 11.1 On line bids are invited in two-bid system (Technical bid and Financial bid), through Central Public Procurement Portal (CPP Portal).
- 11.2 The bids shall contain the following:
 - a) **Technical Bid:** This should contain all technical details along with commercial terms and conditions such as:

- (i) List of all the documents enclosed.
 - (ii) The EMD as indicated in **Schedule-3**.
 - (iii) Self-attested copy of the valid licence issued to the Bidder by the Appropriate Authority for providing manpower for running of the crèche.
 - (iv) Copies of Profit and Loss Accounts and Income & Expenditure Statement for the last three financial years (2016-17, 2017-18 & 2018-19) duly attested by the Chartered Accountant as a proof of minimum turnover **of Rupees Twenty Lakhs per year**.
 - (v) Self-attested copy of valid PAN issued by the Income tax Department.
 - (vi) Self-attested copy of valid GST Number.
 - (vii) Details of the firm(s) including details of the proprietor/partner/director with regard to name, address for communication, telephone number, e-mail etc. (**Annexure-2 of Schedule-5**).
 - (viii) In case of a firm, each partner or power of attorney holder shall sign the Bid. The attested copies of power of attorney of person signing the Bid shall be enclosed with the Bid. The power of attorney shall be signed by all partners. In case of private limited/public limited companies, the power of attorney shall be supported by board resolutions and appropriate and adequate evidence in support of the same shall be provided.
 - (ix) Duly signed Tender Acceptance Letter is to be returned as a token of its acceptance for Bid (**Annexure-5 of Schedule 5**).
 - (x) A statement showing the magnitude of Work/Service done in the last three (3) years (2016-17, 2017-18 & 2018-19) (**Annexure-3 of Schedule-5**).
 - (xi) A declaration regarding black-listing or litigations (**Annexure-4 of Schedule-5**).
 - (xii) A declaration regarding abiding by code of integrity in public procurement (**Annexure-6 of Schedule 5**).
- b) **Financial Bid:** The financial bid is to be submitted in the format provided and no other format is acceptable. The bidders are required to peruse the instructions for submission of online bid.

12. Other Important Points to be noted by the Bidder:

- 12.1 The bidder is expected to work out his rates keeping in view the prevalent rates in the market. The Bidder shall be deemed to have satisfied itself before Bidding as to the correctness and sufficiency of its Bid quoted in the **Schedule-4**, which rates

and prices shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper fulfilling his obligations under the contract.

12.2 The rates to be quoted shall be exclusive of Taxes. In case of not quoting the rate in the Financial Bid, the bid shall be rejected.

12.3 The Bidder should get its doubts cleared during pre-bid conference only.

12.4 The Bidder shall submit the Bid which satisfies each and every condition laid down in the tender document, failing which the Bid shall be liable to be rejected. However, the rates once quoted shall not be changed at the time of renewal of the contract. Conditional Bids will be rejected.

13. Opening of Bid & Short-listing of Bidders

13.1 Technical bids received online at the CPP portal website, will be opened online at the time and date specified in the Tender Notice, The Bureau shall open Financial bid, of only those bidders which are qualified in technical evaluation. Date of opening of Financial bids will be intimated on CPP portal website: <https://eprocure.gov.in/eprocure/app>., bidder are advised to visit this website regularly to keep them updated. The rates quoted by the Bidder in price bid template shall then be read out.

14. Opening of Financial Bids

14.1 The Bureau shall open financial bids, on notified date, and the rates quoted by the bidders in price schedule (**Schedule-4**) shall then be read out.

15. Acceptance of Bid

15.1 Acceptance of Bid shall be done by the Competent Authority of the Bureau. The Bureau is not bound to accept the lowest or any Bid. The Bureau reserves the right to reject any or all Bids received without assigning any reason whatsoever. The acceptance of Bid will be communicated to the successful Bidder in writing by the authorized officer of the Bureau.

16. Execution of Contract Document

16.1 The successful Bidder after deposit of Performance Security, is required to execute an Agreement as per **Schedule-6** of the tender document on a stamp paper of Rs.100/-(to be purchased at New Delhi). The Agreement should be signed within 15 days from the date of acceptance of the Bid. The Contract will be governed by the Agreement, the Conditions of the Contract (CoC) and other documents as specified in the CoC.

16.2 It shall be incumbent on the successful Bidder to pay stamp duty, legal and statutory charges for the Agreement, as applicable on the date of the execution.

17. Rights of the Bureau

- 17.1 In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the conditions of the Contract, interpretation of the clauses by the Bureau shall be final and binding on all Parties.

18. Notice to form Part of Contract

- 18.1 Tender Notice and these instructions shall form part of the Contract.

SCHEDULE – 2: CONDITIONS OF CONTRACT (CoC)

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a) **‘Annexure’** referred to in these conditions shall mean the relevant annexure appended to the Tender Document and the Contract.
- b) **‘Approved’** shall mean approved in writing including subsequent confirmation of previous verbal approval and “Approval” shall mean approval in writing including as aforesaid.
- c) **‘Authorized Officer’** shall mean the Director (Administration) at BIS HQs.
- d) **‘Bid’** means the Bidder’s priced offer to the Bureau for running/managing Creche for children with age ranging from 6 months to 6 years, as accepted by the Letter of Acceptance.
- e) **‘Bureau’** shall mean Bureau of Indian Standards established under the Bureau of Indian Standards Act, 2016.
- f) **‘Commencement Date’** means the date upon which the Contractor receives the notice for running/managing Creche for children with age ranging from 6 months to 6 years.
- g) **‘Competent Authority’** shall mean Director General of the Bureau or any other officer authorized by the Director General, under this contract.
- h) **‘Contract’** shall mean and include the Tender Notice, instructions to bidders, terms and conditions of contract, Letter of Acceptance, the Offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the bidder by the Bureau and any other document forming part of the contract.
- i) **‘Contract Amount’** shall mean the sum quoted by the Contractor in his bid and accepted by the Bureau.
- j) **‘Contractor’** shall mean the individual/firm/company undertaking the Contract.
- k) **‘Director General’** shall mean the Director General of the Bureau, for the time being holding that office and also his successor and shall include any officer authorized by him.
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- l) **‘Government’** shall mean the Central Government.
- m) **‘Letter of Acceptance’** means the formal acceptance by the Bureau.
- n) **‘Tender’** means formal invitation by the Bureau to the prospective bidders to appoint an agency for running/managing Creche for children with age ranging

from 6 months to 6 years either through an NGO or by personal participation of any agency.

2. Parties to the Contract

- 2.1 The parties to the contract shall be the Contractor, whose offer is accepted by the Bureau; and the Bureau.
- 2.2 The person signing the offer or any other document forming the part of Contract on behalf of other person shall be deemed to have due authority to bind such person as the case may be, in all matters pertaining to the Contract. If it is found that the person concerned has no such authority, the Bureau may, without prejudice to any other Civil/Criminal remedies, terminate the Contract and hold the signatory liable for all costs and damages for such termination.

3. Contract Documents

- 3.1. The several Contract documents forming the Contract shall be taken as mutually explained to one party by the other, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Competent Authority of the Bureau who shall issue to the Contractor necessary instruction thereon and in such event unless otherwise provided in the Contract the priority of the documents forming the contract shall be as follows:
 - a) The Agreement (**Schedule-6**)
 - b) Minutes of pre-bid meeting, clarifications, if any
 - c) The Conditions of Contract (CoC)
 - d) Tender Notice and Tender Document
 - e) Letter of Acceptance
 - f) Any other correspondence exchanged between the parties in connection with the contract.

4. Scope of Work

For running / managing Creche for children with age ranging from 6 months to 6 years in BIS premises.

The following points shall cover the scope of work under this contract:

4.1 Responsibilities of the Creche/Day Care Centre Running Agency

- a) Subsequent to signing of the contract agreement, the agency shall take charge of encumbrance's free site from Bureau of Indian Standards, New Delhi and shall nominate a responsible Supervisor/Executive/official for execution of the Creche activities under intimation to the Bureau of Indian Standards, New Delhi.
- b) The other supporting staff/employees shall also be deployed simultaneously by the selected agency for carrying out all the required jobs for manning the Creche in befitting manner to ensure that the premises are maintained and children are given due care to make the Creche as an exemplary example for others.
- c) The selected agency shall execute all the activities essentially required to make the Creche management/functioning interesting for children in the form

of taking appropriate measures such as games, various other children related activities of drawing/reading/poem recitation or whatsoever considered necessary for making it a place where children should like to come/stay in such ambience as kids could feel comfortable.

d) All the employees/staff members deployed by the selected agency shall in no way be related to Bureau of Indian Standards, New Delhi nor these organizations shall be responsible for any act/service of such manpower deployed for manning the Creche. All such responsibilities/liabilities related to the employees/staff engaged and deployed for Creche shall be of the selected agency.

e) All the employees/staff members deployed by the selected agency shall be medically fit & should not suffer from any contagious disease and also to be verified by police. Medical fitness certificate be obtained and submitted to Bureau of Indian Standards, New Delhi in respect of all personnel working at Creche. These employees would also be medically examined at such periodical intervals as decided by Bureau of Indian Standards, New Delhi.

f) The minimum qualification for Creche Supervisor and teaching faculty will be any graduate. For Helper it should be class-10th passed. However, the age limit for both categories should be between 20 to 40 yrs at the time of appointment. In genuine cases, however, this age limit can be relaxed subject to recommendation/approval of Joint Management Committee/Competent Authority. Further, all the appointed staff for crèche by the selected agency should have minimum prescribed qualification and requisite training done through approved training centre at the time of appointment itself, so as to enable them to understand and cater to the children's individual needs and development capabilities. The training will be provided by the probable bidder/service provider from their own resources.

g) The selected agency shall not be allowed sub contract or entrust management of the Creche to any other agency/person.

h) The selected agency has to provide all the crèche material as enclosed at Annexure-9 of Schedule 5. The list of crèche material is not exhaustive and it may be changed as per requirement. The selected agency will charge for the material on monthly basis. The charges for the material will include the rent cost of non-recurring material and recurring material which is required for actual consumption. The selected agency will be provided space for crèche as is where is basis. The water and electricity connections and their availability and telephone facility will also be ensured/provided by BUREAU OF INDIAN STANDARDS, NEW DELHI on its own.

i) The material supplied by the agency for the crèche usage is to be of very high standard quality and should not be harmful in any way for the children. The agency will ensure the availability of all the material for all the children. The joint management committee of BIS may inspect the quality of the material supplied by selected agency and can ask for replacement of any sub-standard material, if any.

j) The selected agency has to provide non –recurring material as detailed at serial No. 1 & 2 of annexure-9 of schedule 5.

k) The recurring material has to be provided as per the requirement of crèche

upto 30 Nos. of children.

l) The material and equipment should;

- (i) Be available in a quantity and variety to occupy all children in attendance
- (ii) Be consistent with the developmental capabilities of children in attendance
- (iii) Be available for much the day
- (iv) Offer many types of play choices, for blocks of time, to provide different opportunities for children to experiment, explore and learn
- (v) Be accessible to children where they can reach and use the materials by themselves with adaptations to furniture to meet all children's needs
- (vi) Be organized into particular interest centres (may overlap into other centres)
- (vii) Be arranged so quiet and active centres do not interfere with one another
- (viii) Be rotated and changed frequently based on the children's interests
- (ix) Be provided indoors and outdoors to broaden children's exploration and experiences

m) The Creche will remain functional from 09.00 hrs to 18.00 hrs (except Saturday & Sunday & Gazetted Holidays). The timings and number of hours, however, will be 9 hrs every day as per the work schedule of majority of parents/mothers. The Creche operating agency shall be required to have the infrastructure available from 09.00 hrs to 18.00 hrs for all days in a month except Saturday, Sundays and National holidays.

n) No food/eatables/beverages (other than water) will be provided by Bureau of Indian Standards, New Delhi even on payment basis. However, the selected agency may on its own consider providing such food items subject to obtaining written consent of parents and with the approval of Bureau of Indian Standards, New Delhi. The children are allowed to consume their own food provided by their parents.

o) The selected agency will also ensure safety of children, their health checkups via their parents/ guardians at intervals as decided by the Bureau of Indian Standards, New Delhi, to ensure that no health related issue crops up with the children.

p) The Agency shall deploy minimum one supervisor, one teaching faculty and one Aayas/attendant irrespective of children's minimal strength.

q) The selected agency shall keep complete detail of children, their parents including telephone and residential addresses. The enrolment forms of children duly filled in by the parents (containing Address Proof, Photo, PAN, Aadhaar, Organisations' ID etc) should be available with the available staff in

Creche. The Creche managing agency will maintain basic record/registers which could be inspected any time during working hours

(i) Admission/Enrolment Register for recording profile of children and their parents including profession/income etc. (ii) Attendance Register of Children (iii) Attendance Register of functionaries (iv) Health Checkups including immunization of the child (v) Register for consumable and non- consumable items (vi) Supplementary nutrition register for recording the food provided to the children (vii) Mothers' meeting register (viii) Visitors' register. The record of all will be maintained properly and complete details will be provided by the agency to BUREAU OF INDIAN STANDARDS, NEW DELHI by 10th of every following month.

r) The deployment of staff for managing the Creche will be as under :-

Sl. No.	Children Age Group	Number of Children	Manpower Requirement *		
			Number of Crèche Supervisor	Teaching faculty	Helper (Female Manpower Only)
(a)	6 Months to 6 Years	10	1 (One Only)	1 (One Only)	1
		20			2
		30			3
Total		max 30		1+1+3 = 5 numbers	

* The above would be reviewed every year by the Joint Management Committee and revision, if necessary would be recommended for consideration of competent authority.

s) The agency will carry out all the activities as mentioned in the National Minimum Guidelines for setting up and running creches under Maternity Benefit Act 2017. The selected agency will install CCTV cameras with the facility of live streaming on the mobile phone of the related parents. The agency will responsible to provide all software support for installation & commissioning of cameras and all kind of technical & software requirement for live streaming of cameras..

t) The agency will not carry out any such activity which is prejudicial to the existing rules, regulations and prevalent practices governing running of Creche facility. In case anything is brought to the notice of Bureau of Indian Standards, New Delhi, the contract/award of work would be terminated by giving notice of one month. In such a case, the Performance Guarantee shall also be forfeited in addition to initiation of suitable action as per applicable law.

u) The agency will be responsible and accountable for its belongings and also for the entire premises along with infrastructure inclusive of all items of any kind provided by Bureau of Indian Standards, New Delhi, accident, loss of money or theft or any personal accident etc. whatsoever. The agency shall indemnify Bureau of Indian Standards, New Delhi for all acts and deeds directly or indirectly performed for Creche. The maximum

number of children's strength will be not more than 30. However, in case of genuine requirement of accommodating more children, the agency will submit details justifying the requirement based on which Creche infrastructure could be expanded subject to its feasibility as considered appropriate by Bureau of Indian Standards, New Delhi.

v) The Joint Management Committee of Bureau of Indian Standards, New Delhi would be overall responsible to oversee the affairs of running of Creche. Bureau of Indian Standards, New Delhi shall have the right to make inspection of the Creche premises and its functioning at any time.

w) As this work is being assigned with mutual coordination/cooperation and consent basis, in case of any disagreement or dispute concerning running of Creche, the same will be resolved amicably with mutual consent and in case the matter remains unresolved, it shall be resolved by an Arbitrator to be appointed for the purpose with the mutual consent. The award of the arbitrator shall be final.

x) The bidder participating in this bidding process must not have a conflict of interest of any kind with any other party/bidder/individual, whatsoever.

5. Contractor's Obligation

5.1 On revision of minimum wages by Ministry of labour, Govt. of India/ Delhi Govt the same shall be revised by the Bureau. However, even on revision of minimum wages, the contractor's profit in absolute terms (not in percentage terms) shall remain the same throughout the contract period as was quoted by the contractor in his bid. In case the minimum wages fixed by the Ministry of labour, Govt. of India is lower than the minimum rates of wages fixed by Delhi Govt., the rates of wages fixed by the Delhi Govt shall be applicable.

5.2 The Contractor shall provide manpower for crèche facility at Bureau's premises, which may be amended from time to time by the bureau during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Bureau from time to time.

5.3 Bureau shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise. However, the contractor has no right to remove any personnel without prior intimation and approval of the Bureau, emergencies, exempted.

5.4 The contractor shall exercise adequate supervision to ensure performance of staff deployed for crèche.

5.5 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

5.6 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Bureau.

- 5.7 In case the Contractor fails to fulfil the minimum statutory requirements (ESIC/EPF etc) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the contract and the contractor is liable to be blacklisted by the Bureau, in addition to forfeiting of the Performance Security.
- 5.8 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring the staff for creche in the event of contractor failing to provide requisitioned number of staff, the Bureau shall make deductions at double the rate of hiring on prorata basis from the bills preferred by the contractor or that may become due to the contractor under this or any other contract or from the performance security or may be demanded from him to be paid within seven days to the credit of the Bureau.
- 5.9 The Bureau reserves the right to monitor the clock-in time and clock- out time for the contractor's employees as well as to give working instruction directly to the contractor's employees.
- 5.10 The supervisor, who has sound knowledge and experience in maintaining the creche, and shall be the person in-charge of daily operation of manpower services responsible for reporting to with the Bureau. These personnel shall be strong in supervisory and communication skill, initiative, enthusiastic and reliable
- 5.11 All staff supplied by the contractor should be observant keen, alert, efficient, willing and pleasant. Adequate training for the respective jobs shall be provided by the supervisor to guarantee a high standard of work.
- 5.12 Unless written consent is given by the Bureau, the contract or any part, share, or interest in it, must not be transferred or assigned by the contractor, directly or indirectly to any person whomsoever.
- 5.13 The contractor's employees must observe all reasonable instruction of the Bureau.
- 5.14 The Bureau shall have power to vary the work reasonably described in the specifications and services schedule and no variation shall void this contract.
- 5.15 All services performed under this contract shall be subject, before payment, to inspection by the Bureau who may withhold payment when in its opinion any service has not been performed in accordance with the requirements of the contract. Payment for services will be made monthly in arrears by the Bureau only if the services have been performed to the satisfaction of the Bureau.
- 5.16 The contractor shall be solely liable for and shall indemnify the bureau in respect of any liability, loss, claim or proceeding whatsoever, arising under any legislation or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the work whether or not due to his negligence and shall effect adequate insurance cover in respect of such risks and shall furnish the Bureau with a copy of the insurance policy.

- 5.17 The Bureau has the right to verify the mandatory educational/technical qualifications, age-proof and experience certificates in respect of the manpower provided by the contractor in respective category and reject them for suitable replacement if they found not fulfilling the requirement of the Bureau.

Contractor's Obligations with respect to the staff provided

- 5.18 The Contractor shall provide at his own cost all benefits statutory or otherwise to its personnel and the Bureau shall not have any liability whatsoever on this account. The Contractor shall abide by and comply with the Labour Laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Minimum Wages Laws, Contractor Labour (Regulations Abolition Act) or any other law in force.
- 5.19 The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost.
- 5.20 The contractor shall submit to Bureau the details of amount deposited on account of EPF and ESI etc. in respect of the deployed personnel to the concerned authorities from time to time.
- 5.21 The wages/salary of the personnel deployed by the contractor for providing services in BIS shall be made credited directly in the Bank Account of the individual. The contractor shall submit the proof of the same to the Bureau.
- 5.22 The contractor shall produce to the Bureau the details of payment of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
- 5.23 The contractor shall cover its deployed manpower against personnel accidental insurance, while performing the duty and the Bureau shall own no liability and obligation in this regard.
- 5.24 The Contractor after setting antecedents verified from police authorities shall issue identity cards/identification documents to all its personnel who will be instructed by the contractor to display the same. The Bureau has the right to verify the performance of the personnel deployed by the contractor and order for replacing them if the performance is not satisfactory.
- 5.25 The personnel of the Contractor shall not be the personnel of the Bureau and they shall not claim salary allowances, compensation, damages or anything arising out of their deployment/duty under this contract. The contractor shall make them known about this position in writing before deployment under this agreement.
- 5.26 The contractor shall submit to Bureau a copy of wages sheet showing monthly wages paid to its personnel.

6. Performance Security

- 6.1 To ensure due performance of the contract, an interest-free Performance Security, as defined in **Schedule -3**, shall have to be deposited by the Contractor in the form of an Account Payee Demand Draft in favour of 'Bureau of Indian Standards' payable at 'New Delhi' or through Bank guarantee.
- 6.2 Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations.
- 6.3 Any amount due/recoverable from the Contractor under the terms of this Contract or any other account, may be deducted from the amount of Security Deposit. In case, the amount of Security Deposit is reduced by reason of any such deduction, the Contractor shall, within fifteen (15) days of receipt of notice of demand from the Bureau, make good the deficit.
- 6.4 If during the term of this Contract, the Contractor is in default of the due and faithful performance of its obligations under this Contract, or any other outstanding dues by way of fines, penalties and recovery of any other amount due from the Contractor, the Bureau shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Performance Security.
- 6.5 Nothing herein mentioned shall debar the Bureau from recovering from Contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.
- 6.6 The Performance Security shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the Bureau.

7. Payment Terms

- 7.1 The payment towards the services will be made by the Bureau directly to the Contractor on receipt of bill on completion of month. The rates quoted shall be exclusive of GST 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. Bureau will not pay wages to the contractor for the period of absence of any individual/personnel provided by the contractor.
- 7.2 Bills for services provided under this contract shall be prepared in duplicate by the Contractor immediately after the completion of month and accepted by the Bureau. The payment of bills and other claims arising out of the contract will be made by Account Payee Cheque drawn in the name of the Contractor/credited directly in Bank Account of the Contractor. The payment will be subject to the provisions of the Income Tax Act, 1961 i.e., Tax will be deducted at source with cess/surcharge, at the prevailing rates, from the gross amount of each bill submitted.
- 7.3 While submitting the bill, the service provider will submit the copies of documents such as deposit challan alongwith list of workers showing deposit of ESIC, EPF

etc. with the concerned contractor for previous month (Example: while submitting the bill in June, 2018 or May, 2018 wages, copies of deposit challan for April,2018 are to be submitted). Bureau reserves the rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI and PF dues of workers. However, all the statutory/legal liabilities will be handled by services provider/contractor and Bureau.

- 7.4 The Bureau reserves the rights to retain and set off against any sum which may be from time to time due to the contractor under any claim, which the Bureau may have under this or any other contract/agreement.

8. Imposition of Liquidated Damages

- 8.1 The Contractor shall disburse wages to its deployed manpower inclusive of DA, if any, latest by 7th of every month, failing which penalty of Rs.500/- per day will be imposed upto 15th of the month thereafter the contract shall liable to be terminated. Performance Security is liable to be forfeited and Bank guarantee encashed. The Bureau will have the power to appoint any other the contractor for the manpower services at the risk and cost of the Contractor.
- 8.2 Whenever and wherever it is found that the assigned work is not performed and required material not supplied upto the entire satisfaction of the Bureau, especially under the supervision of the contractor's head supervisor, it will be brought to the notice, penalty of Rs.500/- per day per complaint will be imposed by invoking penalty clause.
- 8.3 In case the Contractor fails to fulfill the minimum statutory requirements (ESI/EPFetc) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Bureau, in addition to forfeiting of the Performance Security.
- 8.4 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the Bureau shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the contractor or that may become due to the contractor under this or any other contract or from the performance security or may be demanded from him to be paid within seven days to the credit of the Bureau.

9. Indemnity:

- 9.1 The Contractor shall indemnify and keep indemnified the Bureau against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto under the provisions of various labour laws as amended from time to time.

- 9.2 The Contractor shall indemnify, protect and save the Bureau against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights and labour issues etc. or such other statutory infringements.

10. Suspension of Contract

- 10.1 The Bureau shall be at liberty at any time to suspend temporarily this Contract on giving 24 hours notice in writing the Contractor for breach of any of the terms and conditions of this Contract for insufficient service or misconduct of the Contractor as to which the decision of the Bureau shall be final and the Contractor shall not be entitled to any change or compensation by reason thereof.
- 10.2 An event of default on the part of the Contractor, which results from the Contractor being unable to fulfill its Service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:
- (a) In the opinion of the Bureau, the Contractor has repudiated the Contract,
 - (b) Without reasonable excuse has failed to provide manpower or Services in accordance with this Contract within the time stipulated for completion;
 - (c) Despite previous warning from the Bureau, in writing, or otherwise persistently or flagrantly neglecting to comply with any of its obligations under the Contract;
 - (d) Delays in providing manpower beyond a period of 30 days from the scheduled date.
 - (e) If the Contractor is in breach of any law or statute governing to provide manpower services;
 - (f) The Contractor, in the judgment of the Bureau, has engaged in corrupt or fraudulent practices in competing for or in carrying out the Services under the Contract.
 - (g) The Contractor enters into voluntary or involuntary bankruptcy, or liquidation;
 - (h) The Contractor becomes insolvent;
 - (i) A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets;
 - (j) Any act is done or event occurs with respect to the Contractor or its assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events;
 - (k) The Contractor (in case of a consortium) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of the Bureau.

11. Rates how to be quoted

- 11.1 The bidder is expected to work out his rates keeping in view the technical specifications & conditions and arrive at the amount to be quoted. The Bidder shall be deemed to have satisfied itself before bidding as to the correctness and sufficiency of its Bid and of the rates and prices quoted in the BOQ Template, which rates and prices shall, except as otherwise provided, cover all its

obligations under the contract and all matters and things necessary for proper fulfilling his obligations under the contract.

- 11.2 The Table of BOQ Template, containing the financial Bid shall be exclusive of all taxes. The taxes as may be levied by the Government from time to time shall be charged by the contractor in addition to the rates quoted in the bid by the contractor.
- 11.3 The quoted consolidated monthly amount prices shall be inclusive Bureau's contribution towards ESI, PF, Gratuity, Bonus, Substitutes. It shall also include cost of training and uniform, supervisor of company etc. Total consolidated monthly amount (including Minimum wages, ESIC, EPF etc) per person should be quoted by the bidder under each of the category separately. The bidder has to quote the rates for material as enclosed at Annexure-9 of schedule 5. The rates quoted for material on monthly basis will include the cost of recurring material as per requirement of upto 30 children and also rent of non-recurring material.
- 11.4 The bidder should quote the details of the monthly consolidated profit in the **Table-B** of BOQ Template (schedule-4).
- 11.5 On revision of minimum wages by Ministry of labour, Govt. of India/ Delhi Govt the same shall be revised by the Bureau. However, even on revision of minimum wages, the contractor's profit in absolute terms (not in percentage terms) shall remain the same throughout the contract period as was quoted by the contractor in his bid. In case the minimum wages fixed by the Ministry of labour, Govt. of India is lower than the minimum rates of wages fixed by Delhi Govt., the rates of wages fixed by the Delhi Govt. shall be applicable.
- 11.6 The bidder with lowest value in total being L-1 for providing manpower and material will be awarded the contract for running/managing the crèche.

12. Termination by the Bureau

- 12.1 It shall also be lawful for the Bureau to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage which the Contractor may suffer by reason of such termination, by giving the Contractor 15 days notice in writing by the Bureau for such termination. Any such termination shall be without prejudice to any other right of the Bureau under the Contract.

13 Contractor's right to terminate

- 13.1 If the Contractor decides to terminate the Contract before the end of contract period, the Contractor has to give an advance intimation of at least 60 days. If the Contractor terminates the agreement without prior notice of 60 days, then the entire performance security deposit will be forfeited.

14 Force Majeure Clause

- 14.1 If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Director General of the Bureau as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the Bureau shall be at liberty to take over from the Contractor at a price to be fixed by Director General, which shall be final.

15 Corrupt or Fraudulent Practices

- 15.1 The Bureau requires that the Bidders under this Bid observe the highest standards of ethics during the procurement and execution of such Contracts. Accordingly, the Bureau defines the terms set forth as follows:
- (a) **“corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and
- (b) **“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Bureau, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Bureau of the benefits of the free and open competition.
- 15.2 The Bureau will reject a proposal for award if it determines that the Contractor has engaged in corrupt or fraudulent practices before, during or after the period of contract; The Bureau will hold the Contractor ineligible to be awarded a contract, either indefinitely or for a period of 24 months from the date of declaring the contractor ineligible if it at any time determines that the Contractor has engaged in corrupt and fraudulent practices in competing for, or in executing the Contract.

16 Confidentiality

- 16.1 The Contractor shall not divulge or disclose proprietary knowledge obtained while providing manpower and services under this Contract to any person, without the prior written consent of the Bureau.

17 Publicity

- 17.1 Any publicity by the Contractor in which the name of the Bureau is to be used, should be done only with the explicit written permission of the Bureau.

18 Disputes & Arbitration

- 18.1 The Bureau and the Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If a dispute(s) of any kind whatsoever that cannot be resolved the same, shall be referred to the Arbitrator, appointed by the Competent Authority of the Bureau. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

19 Mode of serving Notice

- 19.1 Communications between Parties which are referred to in the Contract are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).
- 19.2 All notices shall be issued by the authorized officer of the Bureau unless otherwise provided in the Contract. In case, the notice is sent by registered post to the last known place or abode or business of the Contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

20 Governing language

- 20.1 Governing language for the entire contract and communication thereof shall be English only.

21 Law

- 21.1 The contract shall be governed and interpreted under Indian Laws.

22 Legal Jurisdiction

- 22.1 No suit or other proceedings relating to performance or breach of Contract shall be filed or taken by the Contractor in any Court of law except the competent Courts having jurisdiction within the local limits of Delhi only.

23 Stamp duty:

- 23.1 The Contractor shall bear and pay any stamp duty and registration charges in respect of the Contract.

SCHEDULE-3: IMPORTANT DETAILS

1. Eligibility for the Bidder:

- a) The bidder should have a valid Licence of Appropriate Authority for providing staff for the crèche.
- b) The bidder should have a valid PAN issued by the Income tax Department.
- c) The bidder should have a valid GST Number.
- d) The bidder should not have been blacklisted by any Department/Ministry of the Government of India/State Govt./PSUs [Declaration has to be submitted in the specified format (Annexure-4 of Schedule-5)].
- e) The Bidder should have a minimum annual turnover of **Rupees Twenty Lakhs**, during the each of three financial years (2016-17, 2017-18 & 2018-19).
- f) Bidder has to abide by all terms & conditions of tender document (Duly signed Tender Acceptance Letter is to be returned as a token of its acceptance for Bid in **Annexure-5 of Schedule-5**).
- g) The bidder has to abide by code of integrity for public procurement (Annexure-6 of Schedule-5)
- h) The bidders must have successfully executed/completed similar services, over the last three years (Seller to upload relevant document as part of bid submission. Buyer will verify the documents submitted by seller).
 - i. Three similar services of managing/running Creche/Day Care Centre with childrens' total strength of 20 in each facility in different age groups viz 6 months to 6 yrs
 - OR
 - ii. Two similar services relating to managing/running Creche/Day Care Centre with total Childrens strength of 30 in each facility in different age groups viz 6 months to 6 yrs
 - OR
 - iii. One similar services relating to managing/running Creche/Day Care Centre with total Childrens strength of 50 children in different age groups viz 6 months to 6 yrs

2. **Proposed validity of Contract:** One year which can be extended further (on yearly basis) on the basis of satisfactory performance and on mutually agreed between the parties on the same rates/terms and conditions.

3. **Availability of Tender Documents:**

The blank Tender document is available from 30 April 2020 (18:00 hrs.) to 15 June 2020 (17:00 hrs) for downloading from the website of the Bureau (www.bis.gov.in) and Central Public Procurement (CPP) Portal.

4. **Last date of submission of Bid:** 15 June 2020 (17:00 hrs.)

5. **Pre-bid Conference:** 11:00 hrs. on 13 May 2020 in the office of Director (Administration), Bureau of Indian Standards, in Room No. 505, Manakalaya, 9, Bahadur Shah Zafar Marg, New Delhi 110002.
6. **Method/manner for Submission of Bids:** The complete Bid containing Technical Bid and Financial Bid will be received online through CPP Portal only as per instructions enclosed (**Annexure-8 of Schedule-5**).
7. **Earnest Money Deposit:** Rs. 1,00,000/- (Rs. One Lakh Only).
8. **Performance Security Deposit:** 10% of the total amount payable for 38 months as per the terms of contract.
9. **Validity of Bids:** 90 days from the last date of submission of bid.
10. **Opening of Bids:** Technical bid will be opened online at 17:00 hrs on 16 June 2020 at Bureau of Indian Standards, 9, Bahadur Shah Zafar Marg, New Delhi-110002.

SCHEDULE – 4: PRICE SCHEDULE/FINANCIAL BID)
(To be filled in BoQ file)

Director (Administration)

Bureau of Indian Standards,

9, Bahadur Shah Zafar Marg,

New Delhi-110002

Sir,

With reference to your tender enquiry dated 30 April 2020 for providing Manpower Services at BIS HQs, New Delhi, I/We quote the rates as given below:

Table-‘A’

Head	Category		
	Un Skilled	Skilled	Highly Skilled
Basic Minimum Wages			
ESI			
EPF			
EDLI			
Bonus			
Gratuity			
Uniform and Washing allowance			
Cost per Head (A)			
Profit/Service charges per head per month (B) (in terms of fixed amount and not in terms of percentage)			
Total Cost per Head month (A) + (B)			

Amount should be excluding of taxes.

TABLE-'B'

Sl. No.	Category	Qty *	Quoted Amount for the indicated quantity	Total
1.	Un skilled Category For providing services of Helper	01		Rs. _____ Rupees _____ _____ _____ _____ only
	Skilled Category For providing teaching faculty	01		Rs. _____ Rupees _____ _____ _____ _____ only
3.	Highly Skilled Category for providing Supervisor	01		Rs. _____ Rupees _____ _____ _____ _____ only
4.	Cost/Payment of Material on monthly basis (list of material is enclosed at Annexure 9 of Schedule 5)	-		Rs. _____ Rupees _____ _____ _____ _____ only
5.	Total**	03		Rs. _____

				Rupees _____ _____ _____ _____ _____ only
--	--	--	--	---

* The number can increase /decrease on the basis of requirement.

** The L-1 bidder will be decided on the basis of total cost.

I/We have read the tender document and understood all the terms and conditions for providing manpower services as indicated in the Schedule-2 of the tender document.(Enter in BOQ)

Signature: _____

Date:

Name: _____

Address: _____

Annexure –1 of Schedule-5

FORM OF BANK GUARANTEE BOND

1. In consideration of Bureau of Indian Standards (hereinafter called 'The BUREAU') having agreed to exempt _____ (hereinafter called "the said Contractor) from the demand under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement of security deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.

_____ (Rupees _____ Only) we, _____ (hereinafter referred to as (indicate the name of the bank) 'the bank') at the request of M/s. _____ (Contractor) do hereby undertake to pay the Bureau an amount not exceeding Rs. _____ against any loss or demand caused to or suffered or would be caused to or suffered by the Bureau by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.

2. We _____ do hereby (indicate the name of the bank) undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Bureau of Indian Standards stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Bureau by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We, undertake to pay to the Bureau any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We, _____ further agree that the Guarantee (indicate the name of Bank) herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Bureau under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the authorized officer of the Bureau (General Administration Department) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee. Unless a

demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all liability under this guarantee thereafter.

5. We further agree with the Bureau that (indicate the name of Bank) the Bureau shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Bureau against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or commission on the part of the Bureau or any indulgence by the Bureau to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

7. We, lastly undertake not to revoke this (indicate the name of bank) guarantee during its currency except with the previous consent of the Bureau in writing.

Dated the day of2020

For
(indicate the name of bank)

Annexure – 2 of Schedule-5

DETAILS TO BE FURNISHED BY THE BIDDERS

1. Name of the firm/Hotel : _____

2. Registration details with validity date: _____

3. Address for communication

: _____

4. Qualification:

5. Experience:

6. Telephone/Mobile Nos.:

7. E-mail:

8. PAN Number:

9. GST Number:

10. EMD Draft Number/Date & Name of the Bank: _____

11. Bank Account Details: _____

This is to certify that the above facts are true, complete and correct to the best of my knowledge and belief. Further, it is certified that I have read and understood the terms and conditions of the Tender Notice.

I undertake and give unconditional and unequivocal acceptance of all terms and conditions of the Tender and agree to abide by these terms and conditions.

Enclosures:

(Name and Signature of the Contractor)

Date: _____

Place: _____

Annexure – 3 of Schedule-5

DETAILS OF THE SIMILAR TYPE OF SERVICES PROVIDED BY THE BIDDER
DURING LAST 3 YEARS (If any)

Year	Name of the Organization	Period	Number of children
2016-17			
2017-18			
2018-19			

Annexure – 4 of Schedule-5

Declaration regarding black-listing and/ or litigations

I/We hereby declare that I/We have never been black-listed by any Ministry or Department of Central Government/State Government or PSU or other bodies under the Central Government/State Government. I/We further declare that no criminal case is registered or pending against me anywhere in India.

Dated on the day of 2020

Signature of Bidder_____

Name & Address of Bidder_____

Seal of the Bidder

ANNEXURE-5 of Schedule-5

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

The Director (Administration)

Bureau of Indian Standards,

Manak Bhawan, 9, Bahadur Shah Zafar

Marg,

New Delhi-110002

Subject: Acceptance of Terms & Conditions of Tender

Tender Reference No. :

NAME OF TENDER / WORK:-

Dear Sir,

1. I/ We have downloaded/obtained the tender document(s) for the above mentioned 'Tender / Work' from the web site(s) namely:-

as per your advertisement, given in the above mentioned website

2. I/We hereby certify that I/We have read entire terms and conditions of the tender documents from Page No. (including all documents like annexure), schedule(s), etc.), which form part of the Contract Agreement and I/We shall abide hereby the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)
/ corrigendum(s) in totality/entirely.

5. In case any provisions of this tender are found violated, your department/ organization shall be at liberty to reject this tender / bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/ right against department in satisfaction of this condition.

Yours faithfully

(Signature of the Bidder, with
Official Seal)

ANNEXURE-6 of Schedule-5

Declaration for abiding by the Code of Integrity in Public Procurement

I/we hereby declare that I/we will abide by the Code of Integrity for Public Procurement (CIPP) as envisaged and prescribed in General Financial Rules, 2017. I/we hereby further declare that in case of any transgression of this code, my/our name shall not only be liable to be removed from consideration for the present tender and from the list of registered suppliers/contractors/consultants/service providers (if already registered), but I/we will be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India as provided in the GFR, 2017.

Date the day of 2020

Signature of Bidder_____

Name & Address of Bidder_____

Seal of the Firm/Company

ANNEXURE-7 of Schedule-5

Integrity Pact guidelines

"The Bureau" And **"The Contractor"** hereby agree not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to BIS. Users agree to follow and adhere with the Integrity Pact guidelines as under:

Preamble

The Bureau values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness / transparency in its relations with its Contractor (s).

Section 1- commitments of the Bureau.

1. The Bureau commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Bureau, personally or through family members, will in connection with the bid for, or the execution of a person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Bureau will during the bid process treat all bidders with equity and reason. The Bureau will in particular, before and during the bid process, provide to all Contractor(s) the same information and will not provide to any Contractor(s) confidential/additional information through which the Contractor(s) could obtain an advantage in relation to the process or the contract execution.
 - c. The Bureau will exclude from the process all known prejudiced persons.
2. If the Bureau obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Bureau will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Contractor(s)

1. The Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the bid process and during the contract execution.
 - a. The Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Bureau's employees involved in the bid process or the execution of the contract or to any third person any material or other benefit which he/she is not legally

entitled to, in order to obtain in exchange any advantage before or during the execution of the contract.

- b. The Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Bureau as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Contractor(s) (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from bid process and exclusion from future contracts

If the Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Bureau is entitled to disqualify the Contractor(s) from the bid process or take action as per the procedure mentioned in the "Incident Management Policy" available on GeM portal.

Section 4: Compensation for Damages

1. If the Bureau has disqualified the Contractor(s) from the bid process prior to the award according to Section 3, the Bureau is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Bureau has terminated the contract according to Section 3, or if the Bureau is entitled to terminated the contract according to Section 3, the Bureau shall be entitled to demand and recover from the Contractor damages of the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Contractor declares that no previous transgressions occurred in the last three years with any Government Organization that could justify his exclusion from the bid process.
2. If the Contractor makes incorrect statement on this subject, he can be disqualified from the bid process and action can be taken as per the procedure mentioned in "Incident Management Policy."

Annexure – 8 of Sechedule-5

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

1. Registration:

- Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudra etc.), with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/e-Token.

2. Searching For Tender Documents:

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective „My Tenders“ folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. Preparation of Bids:

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents and keep it as a repository.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

4. Submission of Bids:

- Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder has to select the payment option as “offline” to pay the tender fee/EMD as applicable and enter details of the instrument.
- Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/ couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same

is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- The server time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers" public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. Assistance to Bidders:

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk Nos. 0120-4200462, 0120-4001002.

Annexure – 9 of Sechedule-5

Crèche Materials

1. Furniture/ Appliances/Equipment (non-recurring)

- Cribs: as per requirement
- One refrigerator (of good capacity for summers)
- One water purifier/ filter
- One microwave
- One washing machine
- Wall clock
- One induction stove
- One music system
- Few locks and keys
- A table to be used to change the diapers and to clean young children. Dimension: length-55 cm, width 30 cm, height- 30cm
- Two almirah with shelves to keep children's daily and weekly belongings
- One almirah for storage of stationary, children folders, educational toys etc.
- One almirah /cupboard to store eatables, snacks etc.
- Two – four low height tables (preferably of wood):
Dimension: length-48 cm, width 24 cm, height- 10 cm
- One-two low height dining tables and chairs or stools.
- High chairs for infants: as per requirement
- Bulletin/ display boards : at least two (3 feetx3 feet)
- One black board
- One white board
- Paper napkin dispenser (for good quality napkins not paper roll) for each wash basin or three hand towels per child
- Hand driers for each wash basin.
- Plastic Potty: 2 or rings that can be fitted on western toilet seats for children's ease and safety.
- Shoe rack: for 30 children
- Small folding stools: 2
- Weighing scale and infantometers
- Stadiometres, for measuring height
- CCTV cameras with live streaming (4-5 Nos.)

2. Utensils and Fuels: Non recurring but need to replenish when needed

- Two medium sized induction pans with lid (3-4 L)
- Two Knives- 2 and kitchen scissors and peeler and chopping board
- Milk Strainer
- 30 Steel plates (medium size)
- 30 Spoons (small size)
- 30 Steel glasses (medium size)

- 30 Steel bowls (medium size)
- 10 Storage containers to store biscuits, snacks etc.
- 30 small rectangular trays for the children's food
- Net/Basket for covering the food trays
- Cooking instruments – induction stove, gas stove or any other safe cooking stove plus cylinder

Recurring material:

A) Monthly

1. Cleaning material:

- One Soft broom
- One Hard broom
- Floor mop
- Bucket and mug
- Toilet soap
- Handwashing liquid soap
- Two Soap case
- Antiseptic lotion
- Floor swab
- Four dustbins with lid
- 4 comb
- One Nail cutter
- Tissue paper
- Wet wipes

B) Quarterly

2. Stationary

- 20 Chart papers
- 4-5 colour glaze paper
- Old magazines/ greeting cards
- 10 fevi-sticks
- Fevicol
- Child friendly Water colours
- White chalk/coloured chalk
- Packets of Sketch pen and crayons
- Child friendly clay
- Bold markers
- Packet of Pencils
- 10 Sharpeners
- 10 erasers
- 10 large and 10 small rulers

- Rubber bands
- 4-5 small scissors for children use
- 4 registers
- A4 size blank sheets
- Few small size colorful long tubs with lids to store activity material

C) Annually or Bi- annually

3. Clothes

- 10 Medium size towels
- 30 small size towels
- One packet of 10 diapers/nappies of each size for emergency
- Large and small Tunics (Jhablas) for emergency
- 30 Bibs

4. Linen

- Foldable mats for each child to sleep (4 feet/ 3 feet)
- 5 Bed sheets, 5 Blankets--- single (for winters)
- 4 square floor mats for conducting activities
- 10 baby quick dry sheet for young children
- Curtains as per need

5. First aid material

- First aid box
- Thermometer
- Scissors
- Torch
- Cotton
- Antiseptic cream
- Bandage
- Paracetamol

6. Games and toys

- Small ball
- Large ball
- Skipping rope
- Large wooden blocks
- Carom board
- Puzzles
- Dolls
- Doll house

- Kitchen set
- Doctor set
- Squeaking toys
- Small wooden blocks for creative play
- Rubber toys
- Slide, swings, sea-saw, jungle gym etc.
- Story books
- Sand play corner, preferably in the open area

SCHEDULE - 6: CONTRACT FORM

AGREEMENT

THIS AGREEMENT made on this _____ day of _____ 20____ between M/s _____ (Name and Address of the Contractor) (hereinafter referred to as the CONTRACTOR, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and the Bureau of Indian Standards, 9-Bhadurshah Zafar Marg, New Delhi-110002 (hereinafter referred to as the BUREAU, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the Contractor is a service provider.

AND WHEREAS the Bureau is a body corporate, enacted by Parliament. The Bureau intends to hire staff for creche _____ on rate contract basis, therefore, invited bids through Open or Advertised / Limited / Single Tender enquiry dated _____

WHEREAS the Contractor (successful bidder) submitted his bid vide _____ in accordance with the bid document and was selected as 'successful bidder' pursuant to the bidding process and negotiation on contract prices, awarded the 'Letter of Acceptance' (LoA) No. _____ to the Contractor on _____.

BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in **"Schedule-2 (Conditions of Contract) of Tender Document"**.

(Signature of Contractor/
Authorized Representative)

Name _____

Designation _____

Address _____

(Signature of Authorized Officer of the Bureau)

Name _____

Designation _____

Address _____

Seal of the Firm/Company

Seal of the Bureau

Witness:

Witness:

(Signature)

(Signature)

Name of Witness _____

Name of Witness _____

Address _____

Address _____
