

**SCOPE OF WORK WITH ADDITIONAL TERMS AND CONDITIONS (ATC) FOR  
OUTSOURCING OF CRÈCHE MANAGEMENT SERVICES.**

**1. Objective**

The objective of this tender is to provide qualified and experienced manpower for operation and management of the Crèche Facility established in the office premises. The selected agency shall deploy suitable personnel for providing a safe, hygienic, nurturing, and child-friendly environment for children of employees, in accordance with applicable Government guidelines and labour laws (as per Central Sphere – Ministry of Labour and Employment under the scheduled employment –Construction.).

The agency shall be responsible for deployment, supervision, salary payment, statutory compliances and replacement of manpower during the entire contract period.

**2. Scope of Services**

The deployed manpower shall perform, but not be limited to, the following duties:

**A. Child Care**

- Taking care of children admitted in the crèche.
- Ensuring physical safety and emotional well-being of every child.
- Maintaining attendance of children.
- Feeding assistance wherever required.
- Assisting children in toilet training and personal hygiene.
- Putting infants/toddlers to sleep as per schedule.
- Monitoring children during indoor and outdoor activities.
- Providing age-appropriate care throughout office hours.

**B. Health & Hygiene**

- Maintaining cleanliness of children.
- Ensuring proper hand washing and sanitation practices.
- Monitoring health condition of children and immediately reporting illness/injury to parents and designated office officials.

- Maintaining hygiene of toys, play materials, utensils and furniture.
- Ensuring regular cleaning and sanitization of crèche premises.

### **C. Educational & Recreational Activities**

- Organising age-appropriate indoor games.
- Conducting storytelling sessions.
- Rhymes, music and creative activities.
- Drawing, colouring and art activities.
- Early childhood learning activities.
- Celebration of festivals and children's events with approval of the Buyer.
- Promoting social interaction and emotional development.

### **D. Housekeeping within Crèche**

The deployed manpower shall ensure:

- Daily cleaning of crèche rooms.
- Cleaning of toys and educational material.
- Cleaning of baby furniture.
- Proper disposal of waste.
- Maintenance of hygienic washrooms used by children.
- Proper storage of children's belongings.

### **E. Records and Documentation**

The Crèche In-charge shall maintain:

- Child attendance register.
- Staff attendance register.
- Daily activity register.
- Health observation register.
- Visitor register.
- Incident/accident register.
- Inventory register.
- Complaint register.

- Monthly performance report.

## **F. Safety Responsibilities**

The deployed staff shall:

- Ensure children are never left unattended.
- Prevent accidents and unsafe practices.
- Ensure safe handling of children.
- Report immediately any emergency, accident or illness.
- Follow emergency evacuation procedures.
- Ensure entry of only authorized persons into the crèche.

## **G. Coordination**

The Crèche In-charge shall:

- Coordinate with office administration.
- Coordinate with parents.
- Supervise attendants.
- Ensure proper functioning of the crèche.
- Report shortages or maintenance issues.
- Ensure compliance with Government guidelines issued from time to time.

## **3. Manpower Requirement**

| <b>Sl. No.</b> | <b>Category</b>  | <b>No. of Personnel</b> | <b>Skill Level</b> |
|----------------|------------------|-------------------------|--------------------|
| 1              | Crèche In-charge | 1                       | Skilled            |
| 2              | Crèche Attendant | 03                      | Unskilled          |

The number of personnel may be increased or decreased depending upon operational requirements.

## **4. Qualification and Experience**

### **4.1 Crèche In-charge (Female)**

#### **Qualification**

- Graduate from a University recognized by Central/State Government.

#### **Experience**

Minimum experience in one or more of the following:

- Management of Crèche
- Day Care Centre
- Nursery School
- Preschool
- Child Care Institution
- Early Childhood Education

The person shall be responsible for overall management, supervision and smooth functioning of the crèche in the office premise.

#### **Age**

The preferred age group for crèche staff is 20 to 40 years

#### **Duties of Crèche In-charge**

The Crèche In-charge shall:

- Manage day-to-day functioning of the crèche.
- Supervise attendants.
- Ensure discipline and hygiene.
- Plan daily activities.
- Maintain records.
- Liaise with office administration.
- Coordinate with parents.
- Ensure proper utilization of materials.

- Monitor children's health.
- Ensure safety standards.
- Submit monthly reports.
- Maintain stocks of the consumable and non-consumable items.

#### **4.2 Crèche Attendant (Female)**

##### **Qualification**

- Preferably passed 10th Standard from a recognized Board.
- Basic knowledge of Marathi/Hindi/English.

##### **Experience**

- Preferably having experience in childcare, preschool, daycare or similar establishments.

##### **Age**

The preferred age group for crèche staff is 20 to 40 years

##### **Duties of Crèche Attendant**

The Attendant shall:

- Assist children in daily activities.
- Maintain cleanliness.
- Assist in feeding.
- Assist in toilet care.
- Assist during play activities.
- Maintain toys and educational material.
- Assist during emergencies.
- Follow instructions of the Crèche In-charge.

#### **5. General Requirements**

The deployed personnel shall:

- Be courteous and well behaved.

- Wear clean uniform/identity card issued by the agency.
- Should be physically fit and medically sound.
- Should maintain high standards of personal hygiene.
- Maintain confidentiality regarding children and parents.
- Not engage in any misconduct.
- Not leave the workplace without permission.
- Not use mobile phones except for official/emergency purposes while attending children.
- Follow office timings and instructions of the Buyer.

## **6. Replacement of Manpower**

The agency shall replace any deployed personnel:

- on resignation,
- prolonged absence,
- unsatisfactory performance,
- misconduct,
- medical unfitness, or
- whenever directed by the Buyer.

Replacement shall be provided within **3 working days**, or earlier in emergencies.

## **7. Working Hours**

The deployed manpower shall work as per office timings notified by the Buyer.

The Buyer may alter timings depending upon operational requirements.

## **8. Statutory Compliance**

The Service Provider shall comply with all applicable laws including:

- Contract Labour (Regulation and Abolition) Act
- Code on Wages / Minimum Wages notified by the Central Government
- EPF
- ESI

- Payment of Bonus
- Payment of Gratuity (where applicable)
- Maternity Benefit Act
- Labour Codes and other statutory requirements

All statutory payments shall be the responsibility of the Service Provider.

## **9. Performance Standards**

The deployed manpower shall ensure:

- Safe environment for children.
- Hygienic premises.
- Regular educational and recreational activities.
- Proper supervision.
- Timely reporting.
- Good behaviour with children and parents.
- Compliance with Government guidelines on crèche facilities.

## **10. Liabilities:**

- i. The successful bidder shall ensure that deputed staff is above 20 years of age but preferably below 40 years and possesses full knowledge of work. The staff deployed by the agency should be trained, active, smart and well turned out with clean, proper uniform and Identity Card. Services to be performed by qualified, competent, efficient and good character personnel in accordance with recognized best practices and industry standards.
- ii. All liabilities such as wages, ESI, PF, Insurance and all other statutory requirements of staff on duty will be borne by the successful bidder. The successful bidder will submit the proof of PF & ESI payments with every bill.
- iii. Any damages to the property of the Intellectual Property Offices, Mumbai such as engineering goods/items, furniture and fixtures in the complex including sanitary

wares, firefighting systems, plumbing systems and any other system by the staffs will be borne by the successful bidder and will be cost adjusted against the payments.

iv. **The successful bidder shall furnish the following verified and certified (by the service provider) documents in respect of the individual manpower deployed by them in this office within the given time limits:**

- List of persons deployed – [within a week from the date of deployment]
- Bio-Data with antecedents' details of the persons deployed – [at the time of deployment]
- Birth proof of the candidates – [at the time of deployment]
- Copy of Aadhar Card of the candidates – [at the time of deployment]
- Copy of identity Cards issued by the contractor bearing photograph – [within 8 days from the date of deployment]
- Identity proof and residential proof – [at the time of deployment]
- Police verification document – [within 1 month from the date of deployment]

**11. Terms and conditions for contractor to pay wages to deployed manpower:**

- a. The Patent office will provide the monthly attendance details of deployed manpower to prepare a bill by contractor.
- b. On the basis of attendance, the contractor shall pay the wages, and deposit the contribution of ESI and EPF to concerned authority.
- c. After paying the monthly wages and depositing the EPF and ESI contributions for the deployed manpower, the service provider shall raise an invoice to the Patent Office, Mumbai for these charges, along with detailed records of wages, EPF, and ESI contributions. The service provider shall also submit a copy of his bank statement highlighting the salaries paid to the personnel deputed at the Patent Office, Mumbai, as well as statements of EPF and ESI payments with the names of the respective personnel clearly marked and highlighted.
- d. Pay-slip shall be provided to deployed manpower and pay statement

shall be submitted to the Patent Office, Mumbai every month.

- e. Payments will be made to the success bidder on a monthly basis within 45 days from the receipt of the bill. No advance payment will be made.
- f. The monthly payment for the deputed manpower shall be calculated by multiplying the applicable daily wage rate by the actual number of days attended by each personnel. In a month having 27 working days, payment shall be made for the actual number of days worked, notwithstanding the provision in the contract specifying 26 working days. Holidays notified by the Buyer shall be treated as paid holidays for the deputed manpower.
- g. Contractor shall be capable to pay the wages as per tender document timely before 7<sup>th</sup> of every month from his own resources.
- h. Contractor shall be capable to pay monthly wages up to 3 months from his own resources in case of delay in payment by Patent Office, Mumbai due to unavoidable circumstances.
- i. The deployed manpower shall be employees of the service provider. They shall not be considered as contractual/casual employees of the Patent Office, Mumbai, and shall have no claim whatsoever against the Patent Office in this regard.
- j. The contractor shall be solely liable for any issues arising in relation to EPF, ESI and shall deal with it taking responsibility of the related procedures.
- k. In case of increase in minimum wages, the contractor shall submit the bill, with increased minimum wages immediately with a copy of Gazette notification. In case of delay, separate arrear bills shall be submitted.
- l. Requisite manpower shall be provided within 7 days from the acceptance of the contract.

## **12. Compliance with all statutory requirements:**

### **i. Wages:**

The contractor shall be responsible to pay to the staff deployed at IPO at the rate

of minimum wages as notified by Ministry of Labour, Govt. of India, as per the following categories of employment listed in schedule of employment of the Central Sphere and minimum wages for each category mentioned therein:

Central Government Minimum wages as on **30/03/2026** (As per notified by Ministry of labour and employment, Government of India) as follows.

| <b>Sr. No.</b> | <b>Type of Personnel</b> | <b>Category</b>          | <b>Per day wages In Rs.)</b> |
|----------------|--------------------------|--------------------------|------------------------------|
| 1              | Crèche In-charge         | Construction (Skilled)   | 1008                         |
| 2              | Crèche Attendant         | Construction (Unskilled) | 827                          |

Note: Contribution towards ESIS and EPF (employer's contribution) will be in addition to the minimum wages as above. The wages will be revised as per the revision notified by Ministry of Labour, Govt. of India.

ii. **Termination:**

This contract may be terminated by either party by giving three months notice in writing of the intention to terminate without specifying any reason(s) therefore. On termination of the contract, the contractor shall take steps to withdraw all employees and the services provided in a smooth and orderly manner.

iii. **Indemnity:**

The contractor shall keep Patent Office, Mumbai and all officials of Patent Office, Mumbai indemnified from and against all suits, losses, claims, demands, proceedings, and liability of any nature or kind including costs and expenses, injuries to any person, damages to any property whatsoever, levy of fees or consequences which they may be put to or suffer on account of the services undertaken by the contractor.

The Contractor shall keep the Patent Office, Mumbai and all officials of Patent

Office, Mumbai, indemnified from and against all suits, losses, claims, demands, proceedings, and liability of any nature brought or instituted against them by any of contractor's employees or by any other third party in connection with, relating to or arising out of the performance of the services or non-compliance, deficiency, non- implementation of various provisions of statutory requirements.

The successful bidder shall also execute an indemnity bond in favour of the Patent Office, Mumbai, in the prescribed standard format.

iv. **Force Majeure:**

Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure.

In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other, give a notice of termination.

**13. Other Conditions**

- i. The Buyer may assign additional duties related to the smooth functioning of the crèche, provided such duties are incidental to childcare services.
- ii. The deployed manpower shall comply with instructions issued by the Buyer from time to time.
- iii. The agency shall ensure uninterrupted services throughout the contract period.
- iv. The agency shall be solely responsible for all employer obligations relating to the deployed manpower.

#### 14. Period of Contract:

The contract shall be valid for a period of **two years** from the date of award of work order. Either party can terminate the contract at any time by giving three months prior notice in writing.

#### 15. Precedence of Additional Terms and Conditions (ATC)

In additions to above mentioned all terms and conditions (ATC); the SLA and terms & conditions mentioned in GeM bidding document is binding and to be ensured by both parties i.e. Buyer and Service Provider. In case of conflicting provisions the instant ATC will prevail.

#### 16. Pre-Qualification Criteria:

| Sl. No. | Eligibility Criteria                                                                                                                                                                                                                                                                                                                                            | Documentary Evidence                                                                                                                                 |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | The bidder shall be a Company registered under the Companies Act, 2013/1956, or a Partnership Firm, LLP, Proprietorship Firm, or any other legal entity registered under the applicable laws of India.                                                                                                                                                          | Certificate of Incorporation/Registration.                                                                                                           |
| 2       | The bidder shall possess valid PAN, GST, EPFO and ESIC registrations. Labour Licence under the Contract Labour (Regulation & Abolition) Act, 1970, wherever applicable, or an undertaking to obtain the same before commencement of the contract.                                                                                                               | Copies of the relevant registration certificates.                                                                                                    |
| 3       | The bidder should have successfully completed similar works during the last three (03) years ending on the last date of submission of bids, as under: (i) Three similar completed works of 40% of Estimated Bid Value, or (ii) Two similar completed works of 50% of Estimated Bid Value, or (iii) One similar completed work of 80% of Estimated Bid Value for | Copies of Work Orders along with Completion Certificates/ Self completion certificate authorized by statutory auditor indicating the nature of work. |

|   |                                                                                                                                                                                                                             |                                                                                                                                            |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
|   | Central Government/ State Government/PSU sector.                                                                                                                                                                            |                                                                                                                                            |
| 4 | <b>Out of the experience mentioned above, the bidder should have successfully executed at least one contract for Crèche Management Services/Day Care Services/Child Care Services during the last seven (05) years.</b>     | Completion Certificate with work order/Self completion certificate authorized by statutory auditor, clearly indicating the nature of work. |
| 5 | The bidder shall have an average annual turnover of not less than <b>as specified in GeM document</b> during the last three financial years.                                                                                | Audited Financial Statements or Certificate from a Chartered Accountant.                                                                   |
| 6 | The bidder shall not have been blacklisted/debarred by any Central Government/State Government/PSU/Autonomous Body as on the last date of submission of bids.                                                               | Self-declaration on the bidder's letterhead.                                                                                               |
| 7 | The bidder shall submit all documents as specified in <b>Annexure – I (List of Documents to be Submitted)</b> and a signed copy of the Tender Document with Annexure II as token of acceptance of all terms and conditions. | Self-certified copies.                                                                                                                     |

**Note:** "Similar Work" means providing **Crèche Management Services, Day Care Services, Child Care Services, Early Childhood Care Services, or operation and management of Crèche/Day Care facilities** for any Central Government Department, State Government Department, Public Sector Undertaking (PSU), Autonomous Body, Educational Institution, Hospital, or any reputed public/private organization.

### Annexure – I

#### **Check List of Documents to be Submitted by the Bidder**

The bidder shall upload legible scanned copies of the following documents along with the Technical Bid. Failure to submit any mandatory document may render the bid liable for rejection.

| <b>Sl. No.</b> | <b>Document Required</b>                                                                                                                                                                             | <b>Submitted (Yes/No)</b> |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1              | Bid Submission Form duly signed by the Authorized Signatory                                                                                                                                          |                           |
| 2              | Certificate of Incorporation/Registration of the Firm/Company/LLP/Partnership/Proprietorship                                                                                                         |                           |
| 3              | PAN Card                                                                                                                                                                                             |                           |
| 4              | GST Registration Certificate                                                                                                                                                                         |                           |
| 5              | EPFO Registration Certificate                                                                                                                                                                        |                           |
| 6              | ESIC Registration Certificate                                                                                                                                                                        |                           |
| 7              | Valid Labour Licence under the Contract Labour (Regulation & Abolition) Act, 1970, wherever applicable, or an undertaking to obtain the same before commencement of the contract                     |                           |
| 8              | Power of Attorney/Board Resolution/Authorization Letter authorizing the signatory                                                                                                                    |                           |
| 9              | Audited Financial Statements or Chartered Accountant's Certificate indicating Average Annual Turnover for the last three financial years                                                             |                           |
| 10             | Copies of Work Orders along with Completion Certificates/ Self completion certificate authorized by statutory auditor indicating the nature of work in support of the prescribed experience criteria |                           |
| 11             | Documentary proof of at least <b>one completed Crèche/Day Care/Child Care Services contract</b> during the last three financial years                                                                |                           |
| 12             | Self-Declaration regarding Non-Blacklisting/Non-Debarment by any Central Government/State Government/PSU/Autonomous Body                                                                             |                           |

|    |                                                                                                          |  |
|----|----------------------------------------------------------------------------------------------------------|--|
| 13 | Copy of Udyam Registration Certificate/Startup Certificate (if claiming MSME/ Startup benefits)          |  |
| 14 | Bid Security/EMD or Bid Security Declaration, wherever applicable                                        |  |
| 15 | Documentary Proof of the consignee is of Maharashtra State                                               |  |
| 16 | Annexure II                                                                                              |  |
| 17 | Signed and stamped copy of the complete Tender Document as token of acceptance of all Terms & Conditions |  |

SIGNATURE OF BIDDER

BIDDER NAME (capital letters):

ADDRESS:

SEAL OF BIDDER:

Annexure II

**DECLARATION BY THE BIDDER (ON COMPANY LETTER HEAD)**

To,  
Head Of Office,  
Boudhik Sampada Bhawan  
Antop Hill, Mumbai-400037

Name of the firm/ Bidder:

Name of the bidder:

**“OUTSOURCING OF CRÈCHE MANAGEMENT SERVICES”** at Boudhik  
Sampada Bhawan, Antop Hill, Mumbai-400037

Sir/Ma'am,

1. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
2. I/We hereby agree to pay the earnest money of amount as mentioned in the “Memorandum to this Form of Bidder” in favor of Controller of patents, payable at place as mentioned in the “Bid”.
3. I/We are also enclosing herewith the Acceptance letter on the prescribed Performa as referred to in condition of Bid as “Annexure-I”
4. I/We fail to commence the work within 7 days of the date of issue of Letter of Intent and/ or I/ we fail to sign the agreement as per contract and/ or I/ we fail to submit performance guarantee as per contract, I/we agree that Patent Office Mumbai shall, without prejudice to any other right to remedy, be at liberty to cancel the Letter of Intent and to forfeit the said earnest money as specified above.

Dated the day of \_\_\_\_\_

SIGNATURE OF WITNESS :  
NAME (CAPITAL LETTERS):  
OCCUPATION:

SIGNATURE OF BIDDER  
NAME (CAPITAL LETTERS):  
ADDRESS:  
SEAL OF BIDDER: