

Special Terms and Conditions and Service Level Agreement for Child Care Facility Services.

1. To keep operational, the Child Care Facility on six days a week from Monday to Saturday basis. Timings would be from 8.30 am to 7.30 pm on Monday to Friday and from 8.30 am to 2.00 pm on Saturday.
2. The facility is required for approximately 20 nos. of children of different age group. However, this number is likely to be increased. The age criteria permissible for entering to the childcare facility will be between 6 months to 12 years. The age group wise categories of children are as under:

S. No.	Age	Category
1	6 months to 1.5 Year	Infants
2	1.6 Years to 3 Years	Toddler
3	Above 3 Years	Kindergarten

3. The Service Provider should have legal status whether it will be a registered Proprietorship Firm/Partnership Firm/ Company under Companies Act having legal entity having all statutory licenses/registration for carrying out such activity. The Service Provider should have registration for Income tax.
4. The Service Provider shall have a minimum of 03 years' experience of running Crèche/Child Care Centre/Pre School/After School in the Educational Institutions / Universities /School / Kindergarten. Work order letter, Work completion certificate & Performance certificate from the officer in charge with official stamp to be submitted.
5. The Service Provider shall appoint trained teachers, manpower in sufficient numbers for proper functioning of Child care facility in a manner desired by user department and adhere to the Scope of work mentioned in **Annexure-1**.
6. The responsibility of effective and efficient management of the Child care facility with sufficient space per child would rest with the Service Provider. The user department reserves the right to seek replacement of a deployed person in case of unsatisfactory performance.
7. The Service Provider should certify that the bio-data, qualifications and experience of the staff deployed is as per contract. The Service Provider should

provide the documentary proof for the qualifications and experience of the staff deployed on the demand of buyer.

8. The Child Care Facility of the Buyer can be used by other Central / State Government Organisations, PSU's and Autonomous Bodies which are located in the vicinity of 2 Km of radius from the buyer's premises. This will ensure that the Child Care Facility can be utilised in a sustainable and viable manner by all of the stake holders.
9. The Service Provider shall specify the rates in the format of commercial proposal enclosed as **Appendix-2**.
10. The user department will in no way be responsible for violation of rules and /or infringement of any other law for the time being in force, either by the employee or by the service provider. The employee as well as service provider shall comply with relevant rules and regulations applicable at present and as may be enforced from time to time for which user departments would not be liable/responsible in any manner whatsoever. Onus of compliance of all the applicable Laws/Acts/Rules shall rest with the service provider only and user/user departments will not be liable in any manner.
11. The Service Provider shall ensure that all the relevant licenses / registrations /permission, which are/may be required related to the services provided are valid during the entire period of the contract failing so will attract the appropriate penalties as mentioned in **Appendix-1**. All the relevant documents in this regard will be provided by the service provider to the purchaser on demand.
12. The Service Provider shall not transfer / assign or sublet in full or any part of the service, once agreed, to any other person, Firm or Corporation etc. whatsoever, in any manner or degree directly or indirectly. If found doing so, shall result in termination of services on GeM and forfeiture of Security Deposit/EMD if any.
13. The service provider shall be responsible for ensuring compliance with the provisions related to all Central/State Government Laws and Acts including Labour Law, Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act and Workmen Compensation Act, all welfare legislations for the employees, relevant Act for the women employees Etc. as applicable from time to time. The employees of the service provider shall not be deemed to be employees of the user department hence the

- compliance of the applicable Acts and Laws will be the sole responsibility of the service provider.
14. The service provider indemnifies and shall always keep the buyer indemnified against all losses, damages, claims etc. arising out of the contract.
 15. The police verification, character and antecedent's verification of the employees is the whole and sole responsibility of the service provider. The same may be verified by the buyer at the time of joining of the employees, if he so desires.
 16. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of employee so provided by him. Any complaint from the users/staff of the user department with respect to the behaviour of the employee will be viewed seriously and it will be brought to the notice of the service provider, who shall take immediate suitable action.
 17. Health specialists and medical facilities for caring child shall also be engaged. However, no medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the service provider will be entertained by the buyer.
 18. In case the employee remains absent or takes leave for more than 2 days, a replacement shall be provided by the service provider so that the service is not hampered.
 19. The buyer reserves the right to modify the number of employees in any category mentioned in the contract / cancel the contract depending on his requirement, during the validity of the contract for which buyer has to give at least one-month written notice to the service provider. The service provider can also cancel/terminate the contract after giving one month written notice without assigning any reason. However, in case of major default on the part of the service provider, the buyer may give only a 24 hours' written notice of termination of the contract to the service provider.
 20. The buyer reserves the right to immediately terminate the contract without any prior notice, if the service provider becomes insolvent, ceases its operation, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enter into an arrangement for benefit of creditors.

21. Mode of Payment of fees and amount to be charged on parents shall be electronic mode through a payment gateway.
22. For proper day-to-day functioning of the Childcare facility, the buyer will provide the necessary infrastructure, e.g. space with water supply, playground, classrooms, safe and regular drinking water source, Civil, Electrical, partitioning work, Telephone facility and emergency exit etc,. Further service provider will arrange the basic infrastructure for operating the Child care centre Viz. Refrigerator, Oven, Cots, Mattresses, Cradles, essential play material, teaching and learning aids, furniture, CCTV, TV, equipments and gadgets, food and drinks and other consumables to maintain sanitised and clean environment, First Aid Facility, security arrangements etc. based on the details furnished by the service provider as per **Annexure - 6**.
23. The contract with the rates to be charged on the users shall be quoted by the Service Providers which shall be for six months, one year, 2 years or 3 years as mutually agreed between buyers and service providers.
24. The Child Care Facility will be exclusively for buyer staff. The buyer reserves the right to frame or amend the rules, policies etc. in respect of the operations of the ChildCare Facility.
25. The Service Provider shall be required to keep updated the Buyer about the change of address, change of the Management etc. from time to time.
26. The Service Provider shall be responsible for maintenance and proper upkeep of the space allotted to them.
27. The area of Child Care Centre will be under CCTV surveillance. The CCTV system will be provided & monitored by buyer.
28. The authorized representative/s of the buyer shall have the right of free access to the Child care centre for inspection.
29. The successful Agenc, will be required to submit an amount of 10% of the contract value as a **Security Deposit** within the period prescribed in the letter of award issued to him. The Security Deposit may be submitted in the form of demand draft or pay order of a nationalized or scheduled bank and drawn in favour as prescribed by the buyer.
30. The service provider shall provide the required sufficient number of its own staff properly trained to care the child (adults who are medically fit, bearing good moral character) for rendering the services.

31. Interested service providers will be allowed to visit the campus of the buyer on prior appointment in order to assess the requirements and have first-hand knowledge of the location.
32. In case of availing and/or not availing of Child Care facility, parents have to inform at least 7 days in advance. The payment of monthly charges may be adjusted on pro-rata basis if the facility is not used for minimum of 7 days.
33. Parents have to submit the child's Registration form as per **Annexure-3** to the buyer for availing child care facility.
34. Service provider has to submit the list of similar works executed during the last 3 years and list of similar works under execution as per the proforma given in the **Annexure- 4** on their letter head.
35. The Service Provider has to give a Declaration/Undertaking as per proforma given in **Annexure - 5** on their letter head.
36. Service Provider will be required to maintain the Attendance Register duly filled up which should be available for inspection at any time during the working hours by the Buyer.
37. The Service Provider must provide the basic first-aid kit containing periodic medicines containing common ailments like fever, vomiting, cough and cold, dehydration, common stomach ailments, minor injuries, ointments, band aids, cotton wool, disinfectants etc.
38. The service Provider will ensure that the manpower deployed should have training in the areas such as child care, health, first aid, cardio pulmonary resuscitation, emergency, handling hygiene etc. They should also be trained in early childhood education guidelines as provided by Government from time to time. They should be able to engage children in a variety of pre-school activities with adequate teaching and learning material, toys, and gadgets to promote all round development of children.
39. The adult/caregiver: child ratio of 1:4 for children above 3years of age and 1:2 for children under 3 years of age should be available at the facility.
40. Payment: -
 - i. The payment to the service provider will be made on hourly, daily and monthly basis depending upon the actual duration of the services rendered.
 - ii. Any violation of contractual obligations by the service provider/employee shall

- attract penalties as mentioned against each obligation in **Appendix-1**. Before imposing a penalty, the user department will provide 3 days' prior notice to the service provider to make its representation. The service provider confirms and agrees that penalty whenever becomes payable, the same shall be deducted by the user department from the payments due to the service provider.
- iii. The service provider shall submit his bills in triplicate towards the service rendered on the previous month to the user. Payment shall be effected by credit into the bank account of the service provider through ECS/RTGS within 10 days from the date of receipt of bills with supporting documents, complete in all respect in terms of the Agreement; the payment shall be subject to any deductions such as penalties, statutory deduction etc. Further, all payments to the service provider will be subject to deduction of TDS (Tax deduction at source) as per the Income Tax Act, 1961, as amended from time to time. The service provider will have to intimate the bank account number, and other details of the bank to enable the user department to credit the payments directly into the account.
 - iv. The service provider shall ensure payment regularly for the deployed manpower to their entitlements like monthly salaries/wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.
 - v. In case the submission of monthly bills is delayed by the service provider beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective service provider.
 - vi. Escalation towards payment of salaries / Wages of the employees shall not be accepted on any ground during the contract period.
 - vii. All applicable taxes and duties except service tax, shall be payable by the service provider and Purchaser will not entertain any claim whatsoever in respect of the same. However, in respect of service tax, same shall be paid by the service provider to the concerned department on demand and it will be reimbursed to him by the purchaser after satisfying that it has been actually and genuinely paid by the service provider. The applicable and eligible service tax

shall be reimbursed within 10 days of submission of documentary proof of payment provided same are in order.

- viii. The ESI and EPF contribution on the part of the employer shall be paid by the service provider. These contributions on the part of the employer paid by the service provider shall be reimbursed by the purchaser to the service provider on actual basis. The applicable and eligible amount of EPF & ESI shall be reimbursed within 10 days of submission of documentary proof of payment provided same are in order.

Penalties for non-compliance of service level agreement

Penalties will be levied on the service provider for the violation of service level agreement of the contract as mentioned below:

Major penalties:

The following incidents will be considered as major penalties and will attract immediate termination of the services and banning the service provider from participating on GeM portal:

S. No	Major incidents
1	No mandatory valid license / Registration of Service Provider with appropriate authority
2	If found to transfer / sublet the service, partly or fully, to any other person / Firm / Corporation whatsoever.
3	Non-compliance of applicable rules and regulation of Central / State Government
4	Three instances of cancellation of contract / non acceptance of the contract

Other penalties:

S. No	Service level agreement	Penalties for non-compliance
1	Non deployment of total manpower mentioned in the contract	@ 1% per day of the total value (excluding service tax etc.) of the delayed resources up to 5 days. Beyond 5 days, cancellation of the contract with cancellation charges @ 10%
2	If the employee is found responsible for any theft, loss of material/ articles and damages	Immediate payment in actual, equivalent to the value of the article theft/lost/ damaged. Replacement within 2 days / Cancellation of contract as decided by the buyer depending on the gravity of the act.
3	If the employee is found responsible for Disobedience / Misconduct	Warning/counselling/Immediate replacement as decided by the buyer depending on the gravity of the act.
4	If the employee is absent or takes leave for more than 2 days	Immediate substitute, failing which @ 1% per day of the total value (excluding service tax etc.) of the absent resources up to 15 days. Beyond 15 days, cancellation of the contract with cancellation charges @ 10%
5	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practise in collusion with any third party or officials at	Immediate replacement / cancellation of the contract with cancellation charges @ 10% as decided by the buyer depending on the gravity of the act.

	the work place	
6	For three defaults on time frame mentioned in any of the conditions mentioned at 1-5 above	Payment equivalent to two times of the per day cost of the hired services
7	Non-payment of regular salary / wages (before 15 th of every month) to the deployed manpower	1% of the billed value for the month in which such instance is noticed
8	In case of any Injury, accident or mishap occurred to the children due to the negligence of the staff of the service provider	The penalty shall be decided by mutual consent of buyer and service provider

Accepted

Signed by the Authorized Representative of Bidder

Name

Designation

Address of Company

Format for Commercial Proposal

Financial Bid for Child care facility Services

S.No	Particulars	Rate Per Child (in Rs.)
1	Hourly	
2	Daily	
3	Weekly	
4	Monthly	

Note : Above prices to be quoted are inclusive of all duties and taxes except Service Tax, which is to be quoted extra.

Accepted

signed by the Authorized Representative of Bidder

Name

Designation

Address of Company

SCOPE OF THE WORK

1. To set up a Child care facility in buyer's campus that will provide good quality and reliable care for children of employees.
2. The Service Provider shall be solely responsible for appointing the adequate number of supervisor, staffs and care takers.
3. The age appropriate curriculum / activities should be followed by the service provider.
4. Safe, stimulating and happy environment to grow should be a "home away from home" and not a parking place for children to wait while parents are completing office hours.
5. The Service Provider should provide one Qualified Trained Supervisor to take care of the entire operation of the Child Care Facility. The supervisor shall manage all the day-to-day affairs of the facility, which includes interaction with the parents of the ward. The Supervisor must have at least 5 years of experience.
6. The supervisor will eligible for 8 public holidays in a year, which will be decided on mutual consent of the Service Provider and the buyer. In the event the supervisor wishes to take any additional holiday (including any medical / casual leave) he / she shall first inform the Service Provider for the same. The Service Provider shall ensure that a substitute supervisor is then appointed for the day of leave so that the wards at the Child Care Facility do not suffer on this account.
7. The staff including care taker must be trained in infants and toddler care. One experience teacher must be there to conduct age group wise appropriate activities.
8. The Service Provider should ensure the timely feeding to the children and maintain cleanliness of the dining area at all times.
9. The Service Provider should maintain information sharing system in the form of Daily Diary for individual child for two-way communication between Service Provider and Parents.
10. All the staff must be trained on safeguarding children, information sharing, first aid/safety and health of the child.

11. The Service Provider shall have to issue I-Cards to their working staff at Child Care Facility. The staff with valid I-card only will be allowed inside the buyer campus.
12. Inside the premises, the regular cleaning, sweeping, disposal of garbage will be the responsibility of the service provider.
13. The Service Provider should maintain complaints/suggestions register prominently displayed at facility and take immediate action on every complaint in consultation with the Committee-in-Charge of buyer. This register will be open to any authorized person of the buyer for inspection and monitoring at all times.
14. The service provider should ensure that the manpower deployed by him has required training to fulfil the following Duties and responsibilities:
 - i) Keeping the centre and its surroundings clean and tidy
 - ii) To organise and lead activities of children in the facility.
 - iii) Receiving children from parents, noting special instructions from parents if any and ensuring that child leaves with parent or authorised individual.
 - iv) To engage children in a variety of pre-school activities with adequate teaching and learning material provided by the service provider.
 - v) Supervising play periods, organising games, preparing play material and ensuring that equipment toys are safe and sanitary.
 - vi) Teaching simple painting, drawing, handwork, songs and similar activities.
 - vii) Attending physical needs of children and assisting children to develop self-help skills.
 - viii) Consoling upset or distressed children and addressing the psycho-social care of young infants and toddlers
 - ix) Serving meals / snacks provided by the parents, observing the food intake and teaching table manners
 - x) Giving medicines (provided by the parent) to the child as per instructions of the parents
 - xi) Helps children remove outer garments and ensure that children remain clean and neat.
 - xii) Washing, drying, folding and string bed linens blankets and maintenance of mattresses
 - xiii) Provided proper arrangements for sleep and rest of children

- xiv) Organise pre-school education activities for children between 3 to 6 years of age based on Early Childhood Education (ECE) guidelines of the govt.
- xv) Assisting parents in enrolling children in day care facility
- xvi) Keeping up of enrolment records and updating them
- xvii) Compilation of hourly and daily registration reports and records of children
- xviii) To plan and prepare need based programme for holistic development of child
- xix) In case of emergency, provide the first aid if agreed by the parents, inform the parents/authorised person immediately and admission to nearby reasonably good hospital/nursing home for immediate medical treatment as the case may be.

ANNEXURE-2

Essential details to be given by Service Provider

Sr.No.	Particulars	Details
1	Name of the Agency	
2	Postal Address	
3	Name of Contact Person ,	
4	Telephone/Fax	
5	Mobile nos	
6	Email address	
7	PAN/TAN no	
	Service Tax no	
8	Year of Establishment	
9	Nature of Company Proprietorship/Partnership/ Private Ltd. Etc.	
10	Name of the Director/Partners/Proprietor	
11	Registration with Tax Authorities	
12	Registration no. with Govt. Organisation / Statutory bodies for running the Child care facility	

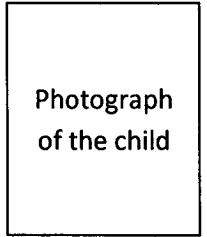
13	List of similar works executed During the last 5 years by the Agency	
14	List of similar works under Execution by the Agency	
16	Turnover in last 3 financial years 2014-15 2015-16 2016-17	

Signature

Name

Annexure -3

CHILD REGISTRATION FORM



- 1. Name of the Child :
- 2. Male/Female :
- 3. Date of Birth :
- 4. Age:
- 5. Facility to be used : Day basis/Full Day/Half Day Time:
- 6. Name of Father :
 - Department :
 - Designation :
 - Address :
 - Tel. No. :
 - Home Office
 - Emergency No
 - E-mail ID :
 - Name of Mother :
 - Department :
 - Designation :
 - Address :
 - Tel. No. : Home
 - : Office
 - Emergency No
 - E-mail ID :
- 7. Language known by Child
- 8. Name(s) of person(s) authorized to drop & collect the child with relationship
- 9. Any particular diet/food:
That should be avoided to the child
- 10. Allergies, illnesses, or epilepsy? My child:
is suffering from (if any)
- 11. Any other relevant information

12. Permission to give standard first aid / emergency medical treatment to the child, if needed
13. Schedule chart of the child (if any)

Date: _____

(Signature of Parent)

Annexure - 4

PARTICULARS OF WORK EXECUTED/UNDER EXECUTION DURING LAST 3 YEARS

Sr. No.	Name of the Client.	Address of the Client.	Period		No. of Children.	No. of Attendant deployed Supervisor/ Teachers/care takers.
			From	To		

Signature

Name

DECLARATION

(ON LETTER – HEAD OF THE SERVICE PROVIDER)

1. This is to certify that I/We before signing the special terms and conditions 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 will abide by the Minimum Wages Act Contract Labour Act etc. as applicable from time to time for the workers employed. Bonus, Gratuity, PF and ESI if applicable will have to be borne by us. The number of persons employed will be adequate to provide quick and efficient service.
3. I/We shall provide quality services to the buyer with amenities as mentioned in the said terms and conditions.
4. I / We agree that I / We have no objection if enquiries are made to our clients to verify the facts submitted by us.
5. I hereby certify that the above firm has not been ever blacklisted by any Central / State Government / Public Undertaking / Institute on any account.
6. I/we also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided by us are incorrect, any contract given to the above firm may be summarily terminated and I / We are liable to be debarred and blacklisted.

Date: Authorize

Seal

Name:

Place:

Contact No:

Designation:



Details of Basic Infrastructure proposed for the Child Care Facility

SI. No	Particulars

Signature

Name