

HOMI BHABHA CENTRE FOR SCIENCE EDUCATION

Tata Institute of Fundamental Research

National Centre of the Government of India for Nuclear Science and Mathematics

(Deemed to be University)

V. N. Purav Marg, Mankhurd, Mumbai – 400 088.

Telephone: 22-6310 2300/2305/2555

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NIT cum Tender Document (Two Part Public Tender) for

**Providing Services for Gulmohar, Child Care Centre
at Homi Bhabha Centre for Science Education, HBCSE-TIFR
for the Year 2025-2027.**

Date: 26/03/2025

(TENDER NO: HBC/PUR/PUBLIC TENDER 29/2024-25)

Signature and Seal of the Bidder

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PART A**NOTICE INVITING TENDER**

Tenders are invited (in 2 Part system) by the Head Administrative Operations at the above office for **‘Providing Services for Gulmohar, Child Care Centre at Homi Bhabha Centre for Science Education, HBCSE-TIFR for the Year 2025-2027’**. The details of the tender including the scope of work, technical specification etc. is given in this tender document. All the prospective bidders are requested to go through the tender document before submitting their bids.

The tender should be submitted sealed envelopes duly super scribed with our Tender Enquiry No. with the heading **‘Providing Services for Gulmohar, Child Care Centre at Homi Bhabha Centre for Science Education, HBCSE-TIFR for the Year 2025-2027’** in bold letters, addressed to the **Head Administrative Operations, Homi Bhabha Centre for Science Education, V.N. Purav Marg, Mankhurd, Mumbai-400088.**

Brief Details of Work		
1.	Tender Notice No.	HBC/PUR/PUBLIC TENDER 29/2024-25
2.	Name of work	‘Providing Services for Gulmohar, Child Care Centre at Homi Bhabha Centre for Science Education, HBCSE-TIFR for the Year 2025-2027’
3.	Estimated Cost	Rs.17,00,000/- (Rupees Seventeen lakhs Only)
4.	Earnest Money Deposit	<p>2% of the contract value i.e. Rs. 34,000/-</p> <p>The scanned copy of the EMD should be submitted along with the Technical Bid. Original EMD should be sent to the office of Head Administrative Operations, Homi Bhabha Centre for Science Education (HBCSE), Mankhurd, Mumbai on or before the last date of submission of the bid.</p> <p>Alternatively, this amount can be remitted by bank transfer and the details should be sent through email. <u>Bank A/c Name:</u> HBCSE-TIFR Non-Plan A/C <u>Bank A/c No.:</u>1038019943 <u>Bank Name:</u> Central Bank of India <u>Address:</u> Jigna Apartment, Sion-Trombay Road, Mankhurd, Mumbai – 88 <u>IFSC Code:</u> CBIN 0282523.</p> <p>Bid Security Declaration as per our format (Annexure VIII) to be submitted on the company’s letterhead.</p>
5.	Duration of contract	Two years from the date of award of the contract. However, the continuation of the contract for the second year shall be subject to the satisfactory performance.
6.	Tender Documents available period for download	March 26, 2025 to April 15, 2025
7.	Notification of Amendments	<p>Addendum/ Corrigendum/ amendments etc., if any, will be notified on the HBCSE website/ Central Public Procurement Portal (CPPP) and no separate advertisement will be made for this.</p> <p>Tender documents can be downloaded from HBCSE website: www.hbcse.tifr.res.in/tenders or https://eprocure.gov.in/epublish/app</p>
8.	Pre Bid Meeting and Site Visit	<p>Pre-bid meeting with all the prospective bidders is schedule to be held on April 3, 2025 at 11:00 hrs at HBCSE, V.N. Purav Marg, Mankhurd, Mumbai, Maharashtra - 400 088.</p> <p>It is mandatory for the vendor to attend the pre- bid meeting and site visit to understand the exact requirements.</p>

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9.	Bid submission start date	March 26, 2025	
10.	Last date of submission of Tender Document	April 15, 2025 by 14.30 hrs	
	Date of opening of Technical Bid (Part-I)	April 15, 2025 at 15.30 hrs	
11.	Date and time of opening of Financial Bid (Part-II)	The date and time of opening of Financial bids will be conveyed to the Technically suitable bidders through Telephone or Email	
12.	Earnest Money Deposit (EMD)	2% of contract value i.e. Rs. 34,000/-	
13.	Performance Security Deposit	5% of contract value	
14.	Validity of Tender	180 days from the date of opening of the Part-I Technical bid	
15.	Contact Officer(s) details	<u>For Service-related queries:</u> Ms. Rashmi Shrotri (Officer-in-charge), Sr. Clerk 'A', HBCSE. Email: rashmiv@hbcse.tifr.res.in Tel No.: 022- 25072111	<u>For Purchase queries</u> Mr. Manish Thakur Sr. Clerk 'B', HBCSE. Email:purchase@hbcse.tifr.res.in Tel No.: 022-2507 2177/17

Sd/-
Head, Administrative Operations

General Instructions:**1. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and "Centre" will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2. Validity of Tender:

The tender shall remain open for acceptance for a period of **180 days** from the last date of submission of tenders. If any bidder withdraws his/her tender before the said period, or before the award of contract, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, the bidder shall not be allowed to participate in the retendering process of the same tender.

3. Clarifications and Corrigendum/Addendum:

- 3.1. At any time upto one week before the deadline for submission of bids, the Centre may, for any reason, whether at its initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by corrigendum/addendum.
- 3.2. The clarifications, addendum, corrigendum, amendments will be uploaded by the Centre on CPPP and HBCSE's website which should not be edited or corrected by bidders. These documents shall also be part of the tender document. No separate advertisement will be issued in the newspapers for such changes / corrigendum.
- 3.3. To allow prospective bidders reasonable time to take the amendment into account, in preparing their bids, the Centre, at its discretion, may extend the deadline for the submission of bids if required.

4. Content of Bidding Documents

- 4.1. The Prospective bidder shall carefully examine and understand the specifications/conditions of the tender document and seek clarifications in writing, if required, to ensure that they have understood all specifications/conditions of tender. These clarifications should be sought before submission of bids. If no such clarifications are sought in writing, it will be taken that the Bidder has read, understood and accepted all the terms, conditions and specifications in the tender document.
- 4.2. It is implied that the bidder has obtained all necessary information directly or indirectly affecting the contract such as legal stipulation, possible delays and hindrance or interference in executing the contract and has satisfied him/her before making the offer. Unexpected difficulties or expenses shall NOT be considered excuses for difficulties in performing the contract. The rate quoted should take all factors into consideration.
- 4.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents herewith and his offer shall be strictly in line with the terms specified therein. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of their bid.
- 4.4. The Bidder is required to send a copy of this tender document, with all pages signed by the authorized person, to confirm that Bidder has read and understood the conditions of this tender document and that the proposal is submitted in full understanding and agreement of the requirements of HBCSE-TIFR.
- 4.5. The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and HBCSE-TIFR, shall be in English only.

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- 4.6. All entries in the Tender form should be legible and filled clearly. Any overwriting or cutting which is unavoidable shall be signed by the authorized signatory.
- 4.7. Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
- 4.8. The bids should be without alteration or erasures, except those to accord with instructions issued by the HBCSE-TIFR or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 4.9. No questions or items in the Annexure shall be left blank or unanswered. Where you have no details or answers to be provided a 'No' or 'NIL' or 'Not Applicable' statement shall be made as appropriate. Forms with blank columns or unsigned forms will be summarily rejected.

5. Instructions for filling up Financial Bid Document

- 5.1. The price bid to be submitted strictly as per the prescribed format.
- 5.2. The rate quoted for Salary (Basic +VDA) should be no less than the minimum wages as per the Minimum Wages (Central) Act.
- 5.3. The ESI is payable as per the coverage of the wage limit under the ESI Act, 1948 and its amendments from time to time. In case where the ESI is not payable, the contractor should cover the staff under the Group Medical Insurance.
- 5.4. Bonus will be limited to 8.33% of total salary earned in the relevant accounting year as per Bonus Act, 1965, as per the applicability of The Payment of Bonus Act, (Amendment) Act, 2015 and any other amendments issued from time to time.
- 5.5. All tendered rates quoted in the financial bid shall be inclusive of all taxes, duties, levy or cess, fee, royalty charges etc. levied under any statute but exclusive of GST (Goods and Services Tax) applicable on the last stipulated date of receipt of tender including extension if any. No tax liability (other than GST) or insurance expenses will be borne by HBCSE.
- 5.6. Bidders are requested to quote the service charges separately. Bidders may quote minimum service charges of 3.85% (3% profit plus transaction charges, which are 0.85% at present) as per OM dated 06.01.2023 issued by Department of Expenditure. Service charges quoted should be adequate to meet statutory deductions towards TDS and such other levies laid by Government from time to time. In case of the quoted service charge is less than such statutory deductions, then the bid will be summarily rejected.
- 5.7. Other Allowances to account for cost of Uniforms, Shoes etc.
- 5.8. The bidder shall submit only one option, which is best suitable to meet HBCSE-TIFR requirements. The bids submitted with more options shall be liable to be rejected.
- 5.9. Conditional bid shall not be considered and will be rejected outright.
- 5.10. No revision of prices would be entertained during the contract period. However, a claim for the revision of the same may be considered in the event of revision of the Minimum Wages or DA rates or any revision in the GST rates or Statutory levies by appropriate Government. The arrears may be considered for reimbursement to the contractor, on submission of relevant notifications of the Government & documentary proof of payment.
- 5.11. The lowest Financial Bid (L1) shall be decided based on the rates quoted for the overall service mentioned

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in the Financial Bid.

- 5.12. The bidders quoting abnormally low/ high rates for service charges/ other allowances are liable to be disqualified.

6. Filling-up of tender:

The tenders are to be on the prescribed form of HBCSE. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. All rates shall be quoted on the proper form of the tender alone. All corrections shall be attested by the dated initials of the bidder. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection. If it is found that the tender is not submitted in proper manner or contains too much corrections and/or absurd rates or amount, it would be open for the Government to take suitable disciplinary action against the Contractor. Bids prepared by the bidder shall contain all requisite information along with self-attested supporting documents as per details in Technical Bid–Part I.

7. Sealing of the Tender document:

- 7.1. The Tender should consist of two parts: PART I- TECHNICAL BID & PART II- FINANCIAL BID.

The tender must be placed in a properly sealed bigger envelope super scribed as **‘Providing Services for Gulmohar, Child Care Centre at Homi Bhabha Centre for Science Education, HBCSE-TIFR for the Year 2025-2027’**. The two envelopes inside the bigger envelope must be super scribed as:

i. **Envelope No-1:** The said envelope is for technical bid & shall be super scribed as **‘TECHNICAL BID for Providing Services for Gulmohar, Child Care Centre at Homi Bhabha Centre for Science Education, HBCSE-TIFR for the Year 2025-2027’**. All the mandatory documents to fulfil the pre-qualification criteria and the formats and annexures I-XIII (except Financial Bid) should be kept in this envelop.

ii. **Envelope No-2:** The said envelope is for Financial bid & shall be super scribed as **‘FINANCIAL BID for Providing Services for Gulmohar, Child Care Centre at Homi Bhabha Centre for Science Education, HBCSE-TIFR for the Year 2025-2027’**. Only the Financial Bid as per ‘Annexure XVII’ should be kept in this envelope.

- 7.2. The tender must be addressed to the **‘Head Administrative Operations, Homi Bhabha Centre for Science Education, V. N. Purav Marg, Mankhurd, Mumbai – 400088’**.

8. Evaluation of Bids

8.1. Confidentiality

Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

- 8.2. The following are some of the important points, for which a bid will be declared as unresponsive and will not be considered for further evaluation:

- a) The Bid is unsigned.
- b) The Technical Bid and Financial Bid document submitted in the same envelope or documents not submitted as per the instructions mentioned in the above point no. 7 ‘*Sealing the tender Document*’.
- c) The Bid validity is shorter than the required period.
- d) EMD/ Bid declaration not submitted with technical bid.
- e) Bidder has not agreed to give the required Performance Security Deposit.
- f) The bidder has not agreed to some essential condition(s) incorporated in the bid.
- g) If a bidder quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- h) The bidder had not completed the previous contract of HBCSE satisfactorily.

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8.3. Non-Conformity, Error and Omission

- 8.3.1. Provided that a bid is substantially responsive, the Centre may waive any nonconformity or omissions in the bid that do not constitute a material deviation.
- 8.3.2. Provided that a bid is substantially responsive, Centre may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial. nonconformity or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of their bid.
- 8.3.3. Provided that a bid is substantially responsive, the Centre may request that a bidder may confirm the correctness of arithmetic errors as done by the Centre within a target date. In case, no reply is received then the bid submitted shall be ignored.
- 8.3.4. The Bidder shall explicitly indicate the non-compliance or deviation of the Solution offered in the Proposal to all the terms, clauses, conditions and specifications stipulated in this document. If non- compliance or deviation for any term, clause, condition or specification is not explicitly indicated, it will be construed as compliance and if successful in the bid, the bidder is obligated to comply with all the requirements (excluding those non compliances explicitly accepted by HBCSE-TIFR in writing).

8.4. Terms of the Tender Evaluation Committee (TEC)

- 8.4.1. On the due date the bids will be opened and bids meeting the eligibility criteria will be referred to a Tender Evaluation Committee (TEC).
- 8.4.2. All the bids received will first be scrutinized to see whether the bids meet the basic mandatory requirements as incorporated in the bid document.
- 8.4.3. The TEC shall examine the bids to confirm that all technical documents requested have been provided to determine the completeness of each document submitted.
- 8.4.4. To reach such a determination, the Centre will examine the information supplied by the Bidders and can ask for relevant documents from the bidder. Further, the Committee may seek additional information/ feedback from other organizations where the bidder has carried out similar works.
- 8.4.5. A Committee will go through all the aspects of the tender and shortlist such firms whose bids are found technically qualified.
- 8.4.6. All bids in which the pre-qualification criteria mentioned is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
- 8.4.7. The recommendations/ decisions of the TEC are final and binding on all the bidders.
- 8.4.8. **Financial bids of only those bidders who obtain minimum 70% marks in the Technical Evaluation will be opened for evaluation.** Intimation of the date, time and place of the Opening of the Financial Bid will be sent through email/telephone/letter to those bidders who qualify in the technical bid. No correspondence in this regard will be entertained.
- 8.4.9. The firms whose bids meet all the technical & financial conditions will be deemed eligible for being awarded the contract.
- 8.4.10. The Financial lowest bidder shall be the first preferred contractor for the award of Work. In case of more than one Lowest Financial Bidders, the bidder with the highest technical score will be awarded the contract.**

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9. Award of Contract

9.1. Right to accept any Bid and to reject any or all Bids:

9.1.1. HBCSE is not bound to accept the lowest or any bid and may at any time terminate the tendering process without assigning any reason.

9.1.2. HBCSE may terminate the contract if it is found that the successful bidder is blacklisted during last 3 years by any of the Government Departments/ Institutions/ Autonomous bodies/ Local Bodies/ Municipalities/ Public Sector Undertakings, etc.

9.1.3. HBCSE may terminate the contract in the event the successful bidder fails to furnish the Performance Security Deposit or fails to execute the agreement within the specified period.

9.2. Notification of Award of Contract

9.2.1. HBCSE will award the contract to the successfully evaluated bidder whose bid is responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

9.2.2. Prior to the expiration of the period of bid validity, HBCSE will notify the successful bidder through email that the bid has been accepted and a detailed work order shall follow.

9.2.3. Until a formal order is prepared and sent, the notification of award constitutes a binding contract.

9.3. Order Acceptance

9.3.1. On order acceptance the successful bidder should submit Performance Security Deposit within **15 days** from the date of issue of the work order and complete all formalities within the same period. The contractor will have to undertake the work within 15 days from the receipt of the Work Order.

9.3.2. If the successful bidder fails to submit order acceptance and Performance Security Deposit even after repeated reminders, the Centre reserves the right to cancel the order in which case the bidder will be debarred from participating in any tender for **three years**.

9.3.3. Successful bidder shall perform all the obligations specified in accordance with the terms and conditions laid down in the tender document/RFP. All details provided by the Bidder should be specific to the requirements specified in this tender document/RFP. Detailed clarification may be provided by Bidder, if so desired by HBCSE-TIFR.

9.3.4. A formal contract shall be entered into with the successful bidder. In this contract, the successful bidder shall be defined as Contractor.

9.4. Centre's right to vary the Quantities at the time of Award of Contract

The Centre reserves the right to decrease or increase the number of manpower and services originally specified in the scope of work in which case the Centre may ask for confirmation of rates before a fixed date.

10. Signing of Contract Agreement

The General Conditions of Contract/ Clauses of Contract, Scope of Work, Instructions to the bidders and any other conditions hereinbefore with the tender documents, the subsequent correspondence exchanged between HBCSE and the bidder and the work order placed shall be the basis of the final contract agreement to be entered into with the successful bidder.

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The prospective bidders should ensure that they fully meet the pre-qualification terms and conditions as stated in the tender document. All documentary evidence in support of the pre-qualification criteria should be attached along with the technical bid. The bids not found responsive to the pre-qualification criteria will be technically disqualified from the tendering process.

The bidders should meet the following pre-qualification criteria will become eligible for opening of their Financial/ Price bids:

1. Legal Status

The bidder should have a legal status such as that of a Proprietary concern, Partnership firm, Company etc.

2. Registered Office

Bidder must have a registered office in Mumbai Metropolitan Region (MMR), Maharashtra with round-the-clock accessibility to HBCSE, Mankhurd, Mumbai.

3. Tax Reference

The Bidder should enclose a PAN card under the Income Tax Act and GST Registration Certificate along with the Technical Bid.

4. EPF, ESI & Labour License Reference

The Bidder should enclose ESI, EPF and Labour License with the Technical Bid.

5. Pre-bid meeting and Site Visit

- 5.1. It is mandatory for the bidder to attend the pre-bid meeting and visit the site to understand the exact requirements of the contract.
- 5.2. The bidder may collect information, understand the work requirement, and satisfy himself/ herself about the location, and accessibility of the site, nature/ extent/ character of services/ work and obtain required clarifications, if any, in connection with the execution of the work.

6. Experience

The Bidder should have experience (before the date of submission of Tender) of at least 5 years in executing contracts for providing similar services in Central Government/ State Government Departments/ Semi-Government/ Public or Private Sector Companies/ Undertakings / Autonomous Bodies/ PSUs organization in **Maharashtra, India**.

7. Turnover

The average annual turnover of the Bidder should be at least **Rs.17,00,000** /- during the immediate last 3 consecutive financial years ending 31st March 2024. The bidder should enclose audited balance sheet duly certified by a registered Chartered Accountant and also should have a valid Unique Document Identification Number (UDIN) for the practicing Chartered Accountant. Bidder should not have incurred any loss in more than two years during the last three financial years ending 31st March 2024.

8. Similar Works

- 8.1. The Bidder should have at least:
 - a) Copy of **One** similar completed work order of **Rs.13,60,000/-** or more; OR
 - b) Copy of **Two** similar completed work orders of **Rs. 10,20,000/-** or more; OR
 - c) Copy of **Three** similar completed work orders of **Rs. 6,80,000/-** or More.
- 8.2. Similar Works means providing manpower/ Crèche/Child Care Centre services to reputed organization including Govt. & PSUs, Private organization at least for the last five years.

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- 8.3. Further, at least one work in any of the above three categories must have been carried out in any Govt./Semi-Govt./PSUs organization in India. Certificates of satisfactory performance from these clients are also to be submitted along with the tender.
- 8.4. The bidder should enclose a minimum of three performance certificates from the existing clients issued after April 2023.

9. Pending Litigations

Bidder shall provide information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and the disputed amount.

10. Earnest Money Deposit (EMD)

- 10.1. An Earnest Money Deposit for **Rs. 34,000/-** i.e. 2% of the total estimated cost has to be deposited in the form of a Demand Draft, Bankers cheque or through online transfer through a bank (Bank details to be provided on demand) in favour of '**Homi Bhabha Centre for Science Education**' payable at Mumbai along with the Technical Bid (Part 'I'). The bidder shall upload the scanned copy of the EMD or the bank transfer receipt along with the Technical Bid. Cheques for Earnest Money Deposit will not be accepted.
- 10.2. EMD shall be interest-free and it will be refunded to the unsuccessful bidders within 15 days after acceptance of the Work Order by the successful bidder without any interest. EMD of the successful bidder shall be returned/ refunded on receipt of the Performance Security Deposit. However, in case the Performance Security Deposit is in the form of a Bank Guarantee, EMD will be released subsequent to confirmation of verification of Bank Guarantee from the issuing Bank.
- 10.3. The bidder shall submit the bank details along with the tender like Cancelled Cheque/ NEFT/ Bank A/C details for ease in repayment of EMD.
- 10.4. If any bidder withdraws the bid before the tender period or the award of contract, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the HBCSE shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money without any notice to the bidder.

11. Bid Security Declaration

- 11.1. The firms registered under MSMEs are exempted from submission of EMD as per rule 170 of GFR 2017, provided they must submit a 'Bid Securing Declaration' in the prescribed form as per 'Annexure VIII'.
- 11.2. The declaration should be submitted on the company letterhead duly signed by the officer authorized to submit the bid.
- 11.3. If the bidder withdraws amends/ impairs or derogates their bid during the period of bid validity, Centre reserves the right to suspend the vendor from participating in any tender for a period of three years.

12. Micro and Small Enterprises (MSEs)

- 12.1. Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any contractor mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME)
- 12.2. The MSEs are exempted from payment of earnest money subject to the furnishing of a relevant valid certificate for claiming exemption as per the privilege rules of the Government of India.
- 12.3. The bidder has to submit the registration of the Udyog Adhar Memorandum (UAM) by the Ministry of Micro Small and Medium Enterprises (MSME) vendors.

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13. Bank Solvency Certificate

Bidder shall submit a Bank Solvency Certificate for a minimum 40% of the contract value i.e. **Rs.6,80,000/-** obtained from any Nationalized Bank / Scheduled Bank and should not be older than one year from the date of opening of Technical Bid (Part-I).

14. Performance Security Deposit

- 14.1. Performance Security Deposit of **5%** of the final contract value including taxes to be furnished by the successful bidder within **15 days** of the award of the contract.
- 14.2. The Performance Security Deposit shall be valid till the completion of the contract period plus Two months and shall be released/ returned to the contractor after Two months from the completion of the work/ contract period without any interest.
- 14.3. The Performance Security Deposit must be provided as a Demand Draft (DD), Fixed Deposit Receipt (FDR) pledged to HBCSE-TIFR, Mumbai, or a Bank Guarantee (BG) in favour of the Centre Director, HBCSE-TIFR, Mumbai, issued by a nationalized or scheduled bank in the prescribed format on non-judicial stamp paper of the appropriate value.
- 14.4. In case the Performance Security Deposit is not submitted within 15 days, **interest @ 12% per annum** will be levied till the date you submit the Performance Security Deposit. If the successful bidder fails to submit the Performance Security Deposit with interest or refuses to submit the Performance Security Deposit even after reminders, the Centre reserves the right to cancel the order without notice and the EMD by the bidder shall be forfeited automatically. Also, the bidder will be debarred from participating in any tender for three years.
- 14.5. Performance Security Deposit is taken for due performance of the Contract and can be forfeited in the event of a breach of contract. Bank Guarantee/ Fixed Deposit Receipt obtained towards Performance Security Deposit will be invoked when there is a specific breach on the part of the Contractor.
- 14.6. In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the contractor will be liable to be forfeited by HBCSE-TIFR besides annulment of the contract.

15. Indemnity Bond

The successful Contractor shall indemnify/keep the Centre indemnified from and against all proceedings, claims, losses and expenses arising out of this tender or resulting from the services under this tender including (i) any claims made by the contract staff against the Centre claiming employment with it or in respect of matters which pertain to the employment with the contractor or its terms (ii) any act of omission on the part of the contract staff or the contractor leading to violation of any law, rule or regulations and (iii) any claim by any authority . In the event the Centre has to pay any individual, statutory body or any agency for reasons directly or indirectly attributable to this tender, the Contractor shall pay such claims, damages and expenses and even if the Centre is called upon to pay, such damages and/ or penalties and/ or cost shall be recovered from the contractor's dues/amount payable or shall be paid by the Contractor on a demand from the Centre. The Contractor will co-operate with the Centre in case any proceedings arise and provide all assistance and support as required by the Centre including participation in the proceedings as a party. The indemnity clauses under this tender / contract shall survive the expiration / termination of the tender / Contract and is irrevocable. Original Bond is to be submitted directly to the Accounts Section, HBCSE with a copy to the Officer-in-Charge.

16. Power of Attorney

If the Contractor is a registered company/ partnership of two or more persons, its Directors/ all partners shall be jointly and severally liable to the Institute for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as an authorized signatory with authority to sign and participate in the bid. Individuals signing the bid form and other documents must specify the capacity in which they sign.

Signature and Seal of the Bidder

17. Acceptance

The bidder should have categorically confirmed acceptance of all the Tender terms and conditions including the payment/ penalty terms. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done.

18. List of Documents to be enclosed with the Technical Bid:

18.1. Mandatory Documents:

- a. PAN Card
- b. GST Registration certificate
- c. Valid Registration Certificate no. of the Contractor/ firm/ company
- d. ESI & EPF Registration Certificate of Mumbai Metropolitan Region (MMR), Maharashtra.
- e. Valid copy of the License under the Contract Labour (Regulation and Abolition) Act
- f. Valid ISO-9001 certification
- g. MSME Certificate
- h. Earnest Money Deposit
- i. Valid Solvency Certificate
- j. Annexures I-XIII

18.2. Additional Documents:

- a. Power of Attorney
- b. Audited Balance Sheet and Income tax return of last three FYs i.e. 2021-22, 2022-23 and 2023-24.
- c. Proof of Experience supported by documents from concerned organizations

PART D GENERAL CONDITIONS OF CONTRACT (GCC) / CLAUSES OF CONTRACT

1. Confidentiality Clauses:

No person engaged or involved in this contract should disclose any matter about the Centre to any third party. In particular, any information identified as Proprietary by the disclosing party shall be kept strictly confidential and shall not be disclosed to any third party without the prior written consent of the original disclosing party.

2. Liability of The Contractor:

2.1 It is normally understood and agreed between both the parties that HBCSE-TIFR will not be responsible or be liable for complying with any laws that are in force / that may come into force from time to time in respect of personnel engaged by the Contractor. It is further clarified that the Contractor shall be wholly and solely responsible for the terms and conditions of the services of personnel engaged by the him, their safety and health conditions, and compliance with all statutory requirement etc.

2.2 Loss or damage to any material or property either through theft or otherwise due to negligence of the staff engaged by the Contractor shall be made good at the cost of the Contractor. The decision whether the loss or damage exists will be decided by the competent authority.

2.3 All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the HBCSE-TIFR.

2.4 The Contractor or its representative/s shall meet HBCSE-TIFR representative/s regularly to take feedback regarding the manpower services.

2.5 Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by HBCSE-TIFR and shall not knowingly lend to any person or company any of the effects or assets of the HBCSE-TIFR under its control.

2.6 In the event of loss/damage of equipment etc. at the premises of the HBCSE-TIFR due to negligence/carelessness of Contractor staff, if established after a joint enquiry, then the Contractor shall compensate the loss to HBCSE-TIFR.

2.7 The Contractor shall, in performing its part of this Agreement, ensure the safety of the premises and the persons working in or visiting the HBCSE-TIFR's premises and shall indemnify HBCSE-TIFR for any loss or damage caused by any act or omission of the Contractor or Contractor staff.

2.8 All Licenses required for carrying out the contract will be obtained by the Contractor.

3. Verification/ Clarification:

3.1. The Contractor must employ adult manpower only. Employment of child labour will lead to the termination of the contract. The Contractor shall engage only such of his staff, whose antecedents have been thoroughly verified.

3.2. The Police verification/ character and antecedents of each personnel of the Contractor will be got verified by the him before their deployment. It will be the responsibility of the Contractor. He will also ensure that the personnel deployed are medically fit and Certificates of their medical fitness shall be provided when called for by HBCSE-TIFR.

4. Assignment:

The contractor shall not assign, in whole or in part, its obligations to perform under the Contract to a third party. The Contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner. Assignment or subletting of this contract is strictly prohibited and shall result in the termination of the contract with immediate effect without any compensation.

Signature and Seal of the Bidder

5. Amalgamation/Acquisition:

In the event the bidder proposes for amalgamation, acquisition or sale of its business to any firm during the contract period, the Buyer/Successor of the Principal Company is liable for the execution of the contract and also the fulfilment of contractual obligations.

6. Payment Terms & Obligations of The Contractor:

- 6.1. The contractor shall first pay wages as per the statutory provisions to his contractual staff by 10th day of the subsequent month and then submit the computerised bill in triplicate to the Head Administrative Operations, HBCSE. The Contractor shall also arrange for salary slips for each staff for every month.
- 6.2. The following procedure will be adopted.
- a) Monthly bill cycle will be from 1st day of the month till last day of the month.
 - b) Monthly bill (in triplicate) as per above cycle, will be submitted by the Contractor on 10th of the **subsequent month.**
 - c) Payment in respect of ESI, PF and other statutory payments shall be paid/reimbursed by the Centre only on submission of proof of payment (respective challans) and Schedule of Staff covered for such benefits.
- 6.3. If there is a shortage of staff of not less than 90% per shift of duty, as contracted, which has been adjusted by paying overtime by the contractor then the overall monthly claim bill submitted by the contractor shall not exceed the monthly total contract amount agreed upon between HBCSE and the Contractor. Claiming the salary of staff not appointed / absent is an offence and if noticed, the contractor shall refund the entire salary along with such penalties including a penal interest to HBCSE. If after receipt of payment, the contractor has been unable to pay his staff or pass on other benefits like washing allowance, ESI, PF, etc. and as soon as this fact becomes known to him, the contractor shall immediately refund all such amounts to HBCSE with a covering letter explaining the reasons for such refund. The contractor shall make a certificate on each bill to this effect.
- 6.4. The Contractor shall notify all the staff about the monthly payment date in their appointment order, and follow this schedule strictly, whether the Centre has paid the Contractor's bill or not.
- 6.5. Monthly salary or any other disbursement to contractual staff under the contract shall be to their bank account and a copy of the bank statement showing the credit of the monthly salary and signed salary slip by the staff deployed must be submitted to the Officer-in-Charge at HBCSE, Mumbai.
- 6.6. The monthly/running bill of the Contractor will become payable after the end of each month for actual staff deployed on submission of a bill with all details, data and certification by the Contractor, and on due certification of attendance sheet by the Officer-in-Charge, HBCSE about the satisfactory services against the claim, the Contractor's payment will be released only after the contractor disburses the salary to the contract staff every month.
- 6.7. Payment will be made on monthly basis for services provided in the previous months, as a reimbursement after submission of the bill. The payment will be reimbursed by the Centre by NEFT/RTGS.
- 6.8. Payment of Contractor's bill shall normally be made within 15 working days of submission subject to the claim being found proper and by the terms and conditions of the contract. All payments will be made after the deduction of taxes and duties at sources as applicable from time to time.
- 6.9. If the Contractor does not submit the bills along with supported required documents or fails to submit it on time, repeatedly on two or more occasions, then HBCSE-TIFR reserves the right to cancel the contract and black list the agency.
- 6.10. The HBCSE-TIFR is authorized to deduct suitable amount as determined by the Centre Director from the amounts due to the Contractor for any deficiency in services, provided by the Contractor

Signature and Seal of the Bidder

- 6.11. If as a result of post payment audit any overpayment is detected in respect of any work done by the contractor or alleged to have done by the contractor under the tender, it shall be recovered by the Institute from the Contractor.
- 6.12. If any underpayment is discovered, the amount shall be duly paid to the Contractor by the Institute.
- 6.13. No claim will be entertained in respect of any discrepancy or defect or short claim if such demand is not made within 90 days of payment of the final bill.
- 6.14. Contractor shall submit all bills with all necessary documents to:
Ms. Rashmi Shrotri (Officer –in-charge),
Sr. Clerk ‘A’,
Homi Bhabha Centre for Science Education,
V. N. Purav Road, Mankhurd, Mumbai – 400088,
Maharashtra, India
- 6.15. The Centre reserves the right to use the Performance Security Deposit given by the Contractor for making payments to his deployed staff, in cases where the contractor fails to make the payment as per the above clauses and in accordance with Contract Labour (Regulation & Abolition) Act 1970, and for settling other dues payable to the Centre or to his staff, if any.
- 6.16. Orders of revision of DA to be submitted timely for making suitable amendment in the order. Payment of arrears on account of revision of DA will be made against submission of supplementary bill only. Submission of monthly bill as per the revised rates to be done only after receipt of amended order.
- 7. Taxes Payable by Contractor:**
- 7.1. The Contractor shall ensure full compliance with tax laws of India about this contract and shall be solely responsible for the same.
- 7.2. Contractor should be registered under EPF & ESIC and shall pay EPF & ESIC of contract workers to the concerned Department and it will be reimbursed to him after satisfying that it has been actually and genuinely paid by the contractor.
- 7.3. The Bidders should ensure that they are GST compliant and quote tax rates as per GST Law.
- 7.4. GST Invoice to be submitted with GST No. and PAN No. Income tax and cess as applicable shall be deducted from each bill paid to the contractor. TDS is to be deducted at the rate of 2% on payments made to the contractor under GST. Income Tax @ 2% or as notified by the Government will be deducted from the Contractor’s bill and a TDS certificate will be issued.
- 7.5. Any other taxes/ cess as per Government directives shall be deducted from each bill paid to the contractor, from time to time.
- 7.6. The bidder shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Centre fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise. The contractor shall also comply with all applicable statutory liabilities such as labour laws etc.
- 7.7. Any other taxes applicable in respect of inputs or outputs procured by the Contractor for this contract shall be borne by the Contractor and the HBCSE will not entertain any claim whatsoever in respect of the same.

Signature and Seal of the Bidder

8. Termination:

8.1. Except as provided in Clause 8.5 below, the Contract could be terminated by either side by giving one month's notice in writing. If the notice period is not given or if a shorter notice is given by the Contractor, the entire Performance Security Deposit shall be forfeited. Any other costs and or damages incurred by the Centre to maintain the services contracted to the Contractor, on account of such short notice will be deducted from the dues payable to the Contractor or shall be paid by the Contractor on demand if such dues fall short of such costs.

8.2. Risk Clause

The Centre at its option will be entitled to terminate the contract and to avail from elsewhere at the risk and cost of the contractor either the whole of the contract or any part which the contractor has failed to perform in the opinion of the Centre within the time stipulated or if the same performance is not available, the best and the nearest available substitute thereof as deemed so by the Centre. The contractor shall be liable for any loss which the Centre may sustain by reason of such risk contract in addition to the penalty

8.3. Insolvency and breach of contract

The Centre may, at any time, by notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events, i.e. to say:

- a) If the Contractor being an individual or a firm any partner in the contractor's firm shall be adjudged insolvent or shall have a receiving order to order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment, or if the firm he dissolved under the Partnership Act, or
- b) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or receiver or manager on behalf of the debenture holders shall be appointed or circumstance shall have arisen which entitle the court or debenture holders to appoint a receiver or manager, or
- c) If the contractor commits any breach of contract not herein specifically provided always that such determination shall not prejudice any right of action or remedy which shall have then accrued or shall accrue thereafter to the Centre for any extra expenditure, he is thereby put to but shall not be entitled to any gain on re-tender.

8.4. In the event of inadequate or unsatisfactory performance of duties by the Contractor, the Centre shall have the right to bring to the notice of the Contractor the default (s) on their part and the Contractor shall ensure that the said default (s) is /are not repeated and for are duly remedied, within a period of three days from the receipt of the said notice. Failing such remedial action, or in the event of the said default (s)'s being inadequately corrected, the Centre shall have the right to immediately terminate the agreement.

8.5. Notwithstanding any other clause herein, if there is any act of omission by the Contractor or the Contract staff which jeopardizes the safety/security of the Centre including, but not limited to:

- a) Theft or pilferage of property of HBCSE
- b) Fire, flooding, breakage or damages, violence or physical attack on the Campus
- c) Any act or incident which may prove detrimental to the interests of Center the contract would be terminated without any notice. Further, the Contractor would be levied penalties, as appropriate as deemed by HBCSE. The decision of the Centre Director shall be final in such matters.

9. Force Majeure:

9.1. Notwithstanding the provisions of the Clauses relating to penalty and Termination, the Supplier shall not be liable for forfeiture of their Performance Security Deposit, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

Signature and Seal of the Bidder

- 9.2. For purposes of this clause, “Force Majeure” means an event or situation beyond the control of the contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the contractor. Such events may include, but not be limited to, acts of Centre in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, earthquakes, storms and freight embargoes.
- 9.3. If a Force Majeure situation arises, the contractor shall promptly notify Centre in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by Centre in writing, the contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 9.4. If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

10. Settlement of Disputes/ Arbitration:

- 10.1. The Centre 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.
- 10.2. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either Centre or the contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration.
- 10.3. Any liability arising out of any litigation (including those in consumer courts) due to any act of the Contractor’s personnel shall be directly borne by the Contractor including all expenses, fines, legal costs, penalties etc. The concerned Contractor’s personnel shall attend the court as and when required. The Contractor shall ensure that a substitute is provided at such times.

11. Jurisdiction:

Only the competent Courts of Law in Mumbai will have jurisdiction in respect of any disputes, concerning this contract, over the arbitration proceedings etc. The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction in Mumbai Jurisdiction only.

12. Canvassing:

- 12.1. Canvassing either directly or indirectly, in connection with the tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection and may be barred from future participation in HBCSE- TIFR works.
- 12.2. In respect of the matters pertaining to this contract, bidder shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organization.
- 12.3. The bidders should not have any blood relationship with any staff working in HBCSE-TIFR or its center units.

13. Final Decision Making Authority:

The decision of the Centre Director, HBCSE/TIFR shall be final and binding. HBCSE reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

Signature and Seal of the Bidder

Contract for Providing Services for Gulmohar, Child Care Centre at HBCSE-TIFR, Mankhurd, Mumbai.**I. Number and Qualification of persons required**

One (1) Supervisor and One (1) Nanny (Aaya) (FEMALE CANDIDATES ONLY)

a) Supervisor (Highly Skilled Category -1) The supervisor should be Qualified professional with pleasant personality, marketing mindset and good communication skills who can multitask with Center operations, lead generation and parents' queries. The Supervisor should be able to provide a safe, nurturing, and stimulating environment for children and engage the children in age-appropriate activities, and ensure their well-being and overall Child development.

Minimum Two (2) to Three (3) years' experience in Day care/ Montessori/Childcare services/ Pre-school as Administrator or Coordinator.

Qualification: Graduate in any stream. Candidates with training in Montessori, diploma in child psychology, training in human resource management will be preferred. The candidate should have excellent oral and written communication skills in English, Marathi and Hindi.

Eligibility: Only Female candidates.

b) Nanny/ Aaya: (Unskilled Category -1)

Qualification: The nanny/ aaya should be pleasant personality. Help supervisor with child care duties, tending to children's needs, including bathroom, rest, play, etc. Should prepare and serve milk, meals etc. and monitor children during the meal times. The Nanny should be able to provide a safe, nurturing, and stimulating environment for children.

Minimum Five (5) to Six (6) years' experience in Day care/Montessori/Childcare services/Pre-school and should have a knowledge of changing nappies and cleaning.

Qualification: Fluency in Hindi and Marathi.

Eligibility: Only Female candidates.

The Contractor should provide Identity card for the personal appointed under the contract.

II. Penalty for Deficient Service

Whenever and wherever it is found that any service is not up to the mark, it will be brought to the notice of the team leader / supervisory staff of the Contractor by HBCSE-TIFR and if no action is taken within ONE hour, liquidated damages per complaint shall be imposed. The decision of HBCSE-TIFR official in charge shall be final, in this regard.

1	Penalty for poor quality of work	Spot fine Min. Penalty – Rs.500/- per day per person. Max. Penalty - Rs. 2000/- per day per person.
2	Penalty for short deployment of manpower	Deducted as per daily wages.

The Contractor shall pay any claim made by the Centre for any deficiency (both tangible and intangible) in service. Such an amount may also be deducted from bills payable to the Contractor. It may be noted that the Centre shall have the right to forfeit the Performance Security Deposit in full or part for any due/damages caused by the Contractor. If the Performance Security Deposit or outstanding bills of the Contractor is found inadequate,

Signature and Seal of the Bidder

then such monetary recoveries shall be effected from any amount payable to the Contractor against this or any other contract until the dues of the Centre are fully settled. If the claim of the Centre could not be met in this manner, the Contractor shall pay up all such claims if a demand is made by HBCSE.

General Conditions:

1. The contractor should supply / provide **1 (One Unskilled Nanny/ Aaya) and 1 (One Highly Skilled Supervisor)** number of its own employees (the “contractor manpower” or “contractor staff”) every day for maintenance of the Child Care Centre as stated in this document.
2. The manpower supplied by the contractor shall come in clean CLOTHES & Contractor’s identity card. The contractor shall provide / deploy 2 of his staff from 08.30 am to 6.00 pm. The Officer-In-charge, HBCSE may convey changes in the timings to the Contractor / Supervisor which shall then be implemented.
3. The Contractor should ensure the health and safety measures of the employees. HBCSE-TIFR may, if required, also conduct health check-up of the staff deployed.
4. The contractor will arrange for and maintain at HBCSE-TIFR daily duty roster chart, other statutory and required registers etc. for use of the Contractor’s staff.
5. The contractor has to maintain 100% attendance per the timings of the duty by providing a substitute in place of absentee personnel.

APPLICATION FORM

[On the letterhead of the applicant]

Date:

To,
The Centre Director,
Homi Bhabha Centre for Science Education,
Tata Institute of Fundamental Research.
V. N. Purav Marg, Mankhurd, Mumbai-400088.

Sirs,

1. Being duly authorized to represent and act on behalf of(hereinafter referred to as the Applicant”) and having reviewed and fully understood all the pre-qualification information provided, the undersigned hereby applies to be pre-qualified by yourselves as a bidder for award of work(s) for “Providing Child Care Service at Homi Bhabha Centre for Science Education, HBCSE-TIFR for the Year 2025-2027” as per specification attached.

2. Attached to this letter are copies or original documents defining:
- (a) the applicant’s legal status
 - (b) the principal place of business
 - (c) the place of incorporation (for applicants who are corporations) or the place of registration and the nationality of the owners (for applicants who are partnerships or individually owned firms)
 - (d) Annexure no. II to XIII

3. Your agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

4. Your agency and its authorized representatives may contact the following persons for further information on general, personnel, technical and financial enquiries.

Details	Contact 1	Contact 2
Name		
Designation		
Contact No.		
E-mail		

5. This application is made with the full understanding that:
- (a) Bids submitted by applicants will be subject to verification of all information submitted at the time of bidding
 - (b) Your agency reserves the right to:
 - amend the scope and value of the contract / bid under this project; in such event, bids will only be called from pre-qualified bidders who meet the revised requirements; and
 - reject or accept any application, cancel the pre-qualification process, and reject all applications without assigning reasons or incurring any liability thereof; and
 - (c) Your agency shall not be liable for any such actions and shall be under no obligation to inform the applicant.

6. The undersigned declares that statements made and the information provided in the duly completed application are true and correct in every detail.

Signed and sealed, Name
For and on behalf of

TECHNICAL BID- COMPANY PROFILE**BASIC TECHNICAL DETAILS OF THE BIDDER**

Sr. No	Description	Remarks (mentioned page numbers)
1.	Name of business	
2.	Type of firm: Proprietary / Partnership / Pvt. Ltd. / Ltd./ Single Person Company / LLP Incorporation date:	
3.	Name of Directors/ Partners	
4.	Full particulars of office	
(a)	Registered/ Head Office address	
(b)	Telephone no.	
(c)	E-mail address	
5.	Bank details	
	(a) Bank name and Address:	
	(b) Account type:	
	(c) Account no:	
	(d) IFSC code:	
6.	Registration details :	
	(a) PAN no. (attach copy of proof)	
	(b) GST registration no. (attach copy of proof)	
	(c) E.P.F. Registration no. (attach copy of proof)	
	(d) E.S.I. Registration no. (attach copy of proof)	
7.	Details of Bid Security Declaration/ Earnest Money Deposit	
(a)	Amount (Rs.)	
(b)	Demand Draft No. and Date	
(c)	Drawn on bank	
8.	The bidder should have the registered office in Mumbai Metropolitan Region, Maharashtra only. (attach copy of proof)	
9	Valid License under Contract Labour (regulation and abolition) act. (attach copy of proof)	
10	Valid ISO - 9001 certification (attach copy of proof)	
11	Details bank solvency certificates issued by bidder's bankers:	
	a) Name of Bank	
	b) Branch	
	c) Amount of Solvency	
	d) Date of Issue	
12	Any other information	

Company Seal

Date:

(Signature of the bidder)

Name and Designation

ANNEXURE – III

EXPERIENCE OF COMPLETION OF WORK/ PROJECTS OF SIMILAR NATURE

(During last **five** years ending last day of month previous to the one in which applications are invited)

Sl. No.	Name of work / Project and location	Owner or sponsoring organization	Cost in Lakhs	Date of commencement and Completion	Name and address/ Telephone number of officer to whom reference may be made	Remarks

NOTE: Please attach supporting documents (completion certificates along with order copies) for the above information.

Company Seal
Date:

(Signature of the bidder)
Name and Designation

DETAILS OF WORKS IN HAND

(Work of similar nature)

Sl. No.	Nature of Services being rendered	Duration of Contract	Name, full address and phone no. of the office / Institution under whom the work was carried out	Contract Amount (Rs.)

Company Seal
Date:

(Signature of the bidder)
Name and Designation

STAFF DETAIL SHEET

S.N.	Name of staff	Qualification	Designation	Years of Experience/ Specialization	Remarks
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					

**Company Seal
Date:**

**(Signature of the bidder)
Name and Designation**

FINANCIAL CAPABILITIES

Financial Year	Annual Turn Over as per Audited Balance Sheet
2021-22	Rs.
2022-23	Rs.
2023-24	Rs.

NOTE: The above data is to be supported by audited balance sheets

Attach copies of audited balance sheets duly certified by the chartered accountant for all three years. Audited Balance sheet should mention the membership number of chartered accountant issued by ICAI along with full address.

For _____

Chartered Accountants

Name & Signature :

Company Seal & Phone No. :

Date :

DETAILS OF THE PENDING LITIGATIONS

Year	Name of the work	Name of the Client, with Address	Title of the court Case/ Arbitration	Detail of the Court/ Arbitrator	Status Pending/ Decided	Disputed Amount (Current Value, the equivalent) in case of Court Cases/ arbitration	Actual Awarded Amount (Rs) in decided Court Cases/ arbitration

**Company Seal
Date:**

**(Signature of the bidder)
Name and Designation**

BID SECURITY DECLARATION
(To be submitted on Company's letter head)

I/we have gone through the tendering conditions pertaining to the Notice Inviting Tender, Instructions to the Bidders, Pre-qualification Criteria, General Conditions of Contract, and Scope of Work, Corrigendum, if any.

We, the undersigned, declare that:

I / We understand that, as per terms and conditions of tender, bids must be supported by a Bid Security Declaration In lieu of Earnest Money Deposit.

I / We hereby accept that I / We may be disqualified from bidding for any contract with you for a period of (03) Three years from the date of disqualification as may be notified by you if,

- I I am /We are in a breach of any of the obligations under the bid conditions, or
- II I/We have withdrawn or unilaterally modified/ amended/ revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- III If I am/we are awarded the contract, and I/ We fail to sign the contract,
- IV On acceptance of our bid by HBCSE, I/we failed to deposit the prescribed Performance Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature of bidder with Seal &Date

Name & designation of the authorized person signing the Bid-Securing Declaration Form:

Duly authorized to sign the bid for and on behalf of: _____ (complete name of Bidder firm)

Dated on _____ day of _____ month, _____ year.

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid).

CERTIFICATE OF THE SITE VISIT

Tender No.:

To,
Head Administrative Operations
HBCSE-TIFR, Mankhurd
Mumbai – 400 088, India.

Dear Sir/Madam,

With reference to your tender mentioned above, we have attended the pre-bid meeting and visited the site on _____ and have understood the scope of work and conditions of the site

HOMI BHABHA CENTRE FOR SCIENCE EDUCATION
Tata Institute of Fundamental Research
V. N. Purav Marg, Mankhurd
Mumbai – 400 088, India

where the tendered work is to be carried out.

Name & Signature of Bidder :

Designation :

Company Seal & Phone No. :

SOLVENCY CERTIFICATE

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s_____ having marginally noted address, a customer of our bank are/ is respectable and can be treated as good for any engagement upto a limit of Rs_____ (Rupees_____)

(Signature)
For the Bank

NOTE:

1. Bankers certificate should be on letter head of the Bank, sealed in cover addressed to tendering authority.
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.
3. The Bank Solvency Certificate should not be older than 1 year from the date of opening of the Technical Bid (Part I)
4. The Bank Solvency Certificate has to be for a minimum amount of **40% of the contract value i.e. Rs.6,80,000/-** from their bank.

BID FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Tender No.:

Date:

To:

The Centre Director,
Homi Bhabha Centre for Science Education,
Tata Institute of Fundamental Research.
V. N. Purav Marg, Mankhurd, Mumbai-400088.

We, the undersigned, declare that:

- a) We have read & understand the bidding document and have no reservations,
- b) We offer to execute the order in conformity with the Bidding Documents and in accordance with the specifications mentioned in the Scope of Work.
- c) Our bid shall be valid for a period of 180 days, from the date of opening Technical bid (Part– I), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- d) If our bid is accepted, we agree to submit Performance Security Deposit as per mentioned the tender document;
- e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- f) We have attended the pre-bid meeting and have understood the requirements pf the contract.
- g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]* duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

UNDERTAKING

Sir,

1. I/We hereby agree and undertake to abide by all terms and conditions laid down in tender document.
2. I/We have read and fully understood all the terms and conditions and instructions contained in the bid/ tender and have signed the bid/ tender documents in acceptance of these terms, conditions and instructions.
3. I/We have never been black listed by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or Government of Maharashtra or any other State Government or Public Sector Banks or Local Bodies/ Municipalities and no vigilance/ CBI/ court/ criminal case is pending against the said firm/ contractor as on **date of bidding**.
4. I/We shall abide by the provisions of all applicable statutes, rules and regulations including Minimum Wages Act, Contract Labour Act, Provident Fund Act and ESI Act. I/We shall pay the wages/ allowances and pay wages and allowance as per Minimum wages and further pay applicable Bonus, Gratuity, Leave, Relieving Charges, Uniform and other Allowances and any other statutory charges applicable from time to time. I/We shall be fully responsible for any violation of any laws pertaining to this tender/bid such as the Contract Labour Act, the Minimum Wages Act, the EPF Act, the ESI Act, the Payment of Bonus Act, etc. I/We shall indemnify and hold the Centre harmless from and against all claims, damages, losses and expenses (including legal costs) arising out of violation of, or resulting from an omission on my/ our part to adhere to and abide by the relevant provisions of law and statutory requirements including omission to make any statutory contributions or payments. I/ We shall indemnify and hold the Centre harmless from and against all claims, damages, losses and expenses (including legal costs) arising out of, or resulting from any claims made by my/our (Contractor 's) staff against the Centre including claims in respect of employment, payment of salary/ allowances or any matter which pertains to the employment with or employment terms with me/ us.
5. I/We hereby undertake to provide services as per the directives given in the tender document.
6. I/We do hereby undertake to provide services for Gulmohar, Child Care Centre at Homi Bhabha Centre for Science Education, HBCSE-TIFR for the Year 2025-2027, as well as any other assignment considered by the administration.
7. I/ We undertake to perform all the duties/ responsibilities that may be assigned by the Centre from time to time and not on back-to-back by third parties.

Company Seal
Date:

(Signature of the bidder)
Name and Designation

FORMAT OF DECLARATION FOR AMALGAMATION / ACQUISITION

Tender No.:

Date:

Amalgamation/Acquisition

In the event of M/s. _____ proposes for amalgamation, acquisition or sale of its business to any other firm during this contract period, M/s. _____ and proposed Buyer/ Successor of the Principal Company are liable to execute, fulfil contractual obligations without any deviations. For this purpose, M/s. _____/ M/s. _____ and proposed Buyer/Successor of the Principal Company shall indemnify itself to the Centre Director, Homi Bhabha Centre for Science Education, TIFR, Mumbai to fulfil the contractual obligations as per the terms of HBCSE Tender and bids of M/s. _____ No. _____ dated _____ and Homi Bhabha Centre for Science Education, TIFR, Mumbai W.O. _____ dated _____. The contractual obligations are **Providing Services for Child Care Centre at Homi Bhabha Centre for Science Education, HBCSE-TIFR for the Year 2025-2027** as per the above-mentioned Order/ contract.

Company Seal

Date:

(Signature of the bidder)

Name and Designation

FORMAT OF INDEMNITY BOND

(To be executed on **Rs. 500/-** Non-Judicial Stamp Paper by the successful bidder before commencement of work)

Work Order No. _____ Dt. _____

In consideration of Homi Bhabha Centre for Science Education, TIFR, Mumbai having office at V. N. Purav Marg, Mankhurd, Mumbai 400088, hereinafter referred to as “The Centre”, which expression shall unless it be repugnant to the context or meaning thereof, include its successors and assignors having awarded to M/s. _____ having registered office at _____, a firm carrying in such name and style the business of _____ (hereinafter referred to as “The Contractor “ which expression shall unless it be repugnant to the context or meaning; thereof, include its partner(s)/ proprietor(s) for the time being or its surviving partner(s) or its heirs and executors, administrators and assignees, its successors and assignors) the contract for _____ and in compliance with the terms and conditions of the said contract.

We M/s. _____ being the contractor shall save harmless and indemnify the Institute in respect of:

- a. Any expenses arising from any injury or accident or death of workers hired for this work or damage to property of any third party.
- b. Any claim made under any Act of Government or otherwise in respect of injury or damage as aforesaid.
- c. Any award of compensation or damages upon any claim as above.
- d. Any claim against the Centre by any member of the public or other third party in respect of anything, which may arise in respect of the works or in consequence thereof.
- e. Any claim which may be made upon the Centre whether under the Workman’s Compensation Act or any other statute in force during the currency of this contract or of common law in respect of any worker of the contractor/ or their family member(s) or of his sub-contractor(s).
- f. Any costs, charges or expenses arising out of any claim or proceeding and in respect of any award of compensation of damages arising therefrom.

For and on behalf of M/s. _____

Date:
SEAL

Accepted by

For and behalf of HBCSE -TIFR

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

In consideration of the HOMI BHABHA CENTRE FOR SCIENCE EDUCATION- TATA INSTITUTE OF FUNDAMENTAL RESEARCH (hereinafter called “The HBCSE- TIFR”) having agreed under the terms and conditions of Work Order No dated made between HBCSE-TIFR and M/s(hereinafter called “ the said Contractor{s}”) .for the work.....(hereinafter called “ the said Work Order”) having agreed to production of an irrevocable bank Guarantee for Rs. (Rupeesonly), as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said Work Order, we(Indicate the name of the Bank) (hereinafter referred to as “the Bank”) hereby undertake to pay to the HBCSE-TIFR an amount not exceeding Rs. (Rs.....only) on demand by the HBCSE-TIFR.

2. We (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the HBCSE-TIFR stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). 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..... (Rupees..... only).

3. We, the said bank, further undertake to pay to the HBCSE-TIFR any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) 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 thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Work Order and that it shall continue to be enforceable till all the dues of the HBCSE-TIFR under or by virtue of the Work order have been fully paid and its claims satisfied or discharged or Purchase Officer on behalf of the HBCSE-TIFR certifies that the terms and conditions of the said Work Order have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We..... (indicate the name of Bank) further agree with the HBCSE-TIFR that the HBCSE-TIFR 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 Work Order or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the HBCSE-TIFR against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Work Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the HBCSE-TIFR or any indulgence by the HBCSE-TIFR to the said Contractor(s) 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(s).

7. We,..... (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the HBCSE-TIFR in writing.

8. This guarantee shall be valid up to, unless extended on demand by HBCSE-TIFR. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liability under this guarantee shall stand discharged.

Signed and sealed Dated

the day offor..... (indicate the name of Bank)

TECHNICAL EVALUATION CRITERIA WITH MARKS

The following Parameters of Technical Bid will be taken into account for Shortlisting the Technically Qualified Bidders:

I. *Mandatory criteria and documents:*

1. The bidder should have a legal status such as that of a Proprietary concern, Partnership firm, Company etc. A proof of it should be attached.
2. The Bidder should have a Registered Office in the Mumbai Metropolitan Region (MMR), Maharashtra.
3. It is mandatory for the bidder to attend the pre-bid meeting and understand the exact requirements of the work.
4. The Bidder should have experience (before the date of submission of Tender) of at least 5 years in executing contracts for similar services in Central Government/ State Government Departments/ Semi-Government/ Public or Private Sector Companies/ Undertakings / Autonomous Bodies/ PSUs organization in Maharashtra, India.
5. The Bidder must have an average annual turnover of **Rs. 17,00,000/-** (Rupees Seventeen Lakhs only) and should be profit-making during the last three Financial years 2021-22, 2022-23 and 2023-24.
6. The bidder should have at least;
 - a. **One** similar completed work contract of **Rs. 13,60,000/- or more**; OR
 - b. **Two** similar completed work contracts of **Rs. 10,20,000 or more**; OR
 - c. **Three** similar completed work contracts of **Rs. 6,80,000 or more**.

Note: Similar Works means providing manpower/ Crèche/Child Care Centre services to the reputed organization including Govt. & PSUs/ private organisation at least for the last three years. Further, at least one work in any of the above three categories must have been carried out in any Govt./Semi-Govt./PSU organization in India.
7. Certificates of satisfactory performance from these clients are also to be submitted along with the tender.
8. Presently blacklisted or debarred firms are not eligible to participate in the tender.

List of Mandatory Documents to be enclosed with the Technical Bid:

- a. PAN Card
- b. GST Registration certificate
- c. Valid Registration Certificate no. of the Contractor/ firm/ company
- d. ESI & EPF Registration Certificate of Mumbai Metropolitan Region (MMR), Maharashtra.
- e. Valid copy of the License under Contract Labour (Regulation and Abolition) Act
- f. Valid ISO-9001 certification
- g. MSME Certificate
- h. Earnest Money Deposit
- i. Valid Solvency Certificate
- j. Annexures I -XIII

Additional Documents:

- a. Power of Attorney
- b. Audited Balance Sheet and Income tax return of last three FYs i.e. 2021-22, 2022-23 and 2023-24.
- c. Proof of Experience supported by documents from concerned organizations.

II. Technical Evaluation Criteria:

The Proposals shall be evaluated in two stages: (1) Technical Bid and (2) Financial/ Price Bid. A Minimum qualifying mark is set as per Table below and only those Agencies whose Technical Proposals score the minimum mark of 70% and above shall be considered for Financial Evaluation.

Sr. No.	Attributes	Max marks	Assessment
1.	The Contractor should have attended the pre-bid meeting and visited the site to understand the Centre's requirements/ the scope of work	04	100% marks for whoever attended the pre-bid meeting
2.	Attach a copy of the Audited Financial statement of the last 3 years i.e., upto 31/03/2024 (2 marks for each financial year)	06	100% marks for minimum eligibility criteria
3.	The contractor should have a minimum of 5 years' experience in providing Child care service to the Govt. & PSU, Govt. / Semi-Govt./ Research Centre. (5 marks for each Experience Certificate)	15	Based on experience certificate provided
4.	The contractor should have been executed or be executing minimum- One similar work contract of Rs.13,60,000/- or more (30 marks) OR Two similar work contracts of Rs.10,20,000/- or more (15 marks each) OR Three similar work contracts of Rs.6,80,000/- or more (10 Marks each). (Work Orders to be enclosed)	30	Based on Work Orders provided.
5.	Performance Certificate should be issued from the existing 3 clients about the supply of manpower after April 2023 . (Documentary Proof to be enclosed) (10 marks for each Certificate)	30	Based on Performance Certificates provided.
6.	Onsite visit or Client Feedback or any Feedback from the existing clients for the above work	15	Based on onsite visit/ client feedback/ any feedback

Note:

1. The firms whose bids meet all the technical & financial conditions will be deemed eligible for being awarded the contract.
2. **The Financial lowest bidder shall be the first preferred contractor for the award of Work. In case of more than one Lowest Financial Bidders, the bidder with the highest technical score will be awarded the contract.**

FINANCIAL BID

BID FOR THE CONTRACT FOR PROVIDING SERVICES FOR CHILD CARE CENTRE AT HBCSE-TIFR, MANKHURD, MUMBAI FOR THE YEAR 2025-2027.

1. Name of tendering Company/ Firm:

2. Service Charges:

Sl. No.	Description	Supervisor (Highly Skilled) 'A'	Nanny / Aaya (Unskilled) 'B'
1	Basic Wages @ Rs.693/- per day for Highly Skilled Basic Wages @Rs.523/- per day for unskilled (for 26 days)	18,018	13,598
2	VDA @ Rs.342/- for Highly Skilled VDA @Rs.260/- for unskilled (for 26 days)	8,892	6,760
3	Total (1+2) in Rupees	26,910	20,358
4	EPF @13 % on sr.no 3	3,498	2,647
5	ESIC @3.25% on sr.no 3	875	662
6	Bonus @8.33% on sr.no 3	0	1,696
7	Total (3 to 6) in Rupees	31,283	25,363
8	Other Allowances	To be filled by the Bidder	To be filled by the Bidder
9	Service Charges (minimum 3.85%)	To be filled by the Bidder	To be filled by the Bidder
10	GST@18% (on sr. no.7 to 9)	To be filled by the Bidder	To be filled by the Bidder
11	TOTAL AMOUNT ON MONTHLY BASIS PER PERSON (7+8+9+10)	To be filled by the Bidder	To be filled by the Bidder
12	TOTAL AMOUNT PER PERSON FOR THE CONTRACT PERIOD (sr. no. 11 x 24 months)	To be filled by the Bidder	To be filled by the Bidder
13	GRAND TOTAL FOR 1 + 1 STAFF	TOTAL OF SR. NO. 12 'A' x 01 Nos.	TOTAL OF SR. NO. 12 'B' x 01 Nos.
14	GROSS FINAL AMOUNT (13 'A' + 13 'B')	Rs. _____	

GRAND TOTAL IN WORDS RUPEES _____

Company Seal

Date:

(Signature of the bidder)

Name and Designation

Instructions to fill the Financial Bid:

1. The price bid to be submitted strictly as per the prescribed format.
2. The rate quoted for Salary (Basic +VDA) should be no less than the minimum wages as per the Minimum Wages (Central) Act and should be inclusive of all statutory and taxation liabilities in force at the time of entering into the contract.
3. **Bidders may quote minimum service charges of 3.85% (3% profit plus transaction charges, which are 0.85% at present) as per OM dated 06.01.2023 issued by Department of Expenditure.**
4. The bidder shall submit only one option, which is best suitable to meet HBCSE-TIFR requirements. The bids submitted with more options shall be liable to be rejected.
5. Service charges in figure quoted in the bid will remain applicable for complete contract period irrespective of revision of Minimum Wages by Government.
6. If any firm quotes “Nil” charges / consideration, the bid shall be treated as unresponsive and will not be considered.
7. Any line items left blank are NOT permitted in the financial bid form. In such cases the bid will be treated as non-responsive and will be summarily rejected.
8. Conditional bid shall not be considered and will be rejected outright.
9. Other Allowances to account for cost of Uniforms, Shoes etc.
10. The bidders quoting abnormally low/high rates for service charges / other allowances are liable to be disqualified.

Notes: All rates shall be quoted on the tender form by the bidder in figures and words shall be accurately filled in, so that there is no discrepancy in the rates written in figures and in words. The amount for each item should be worked out and requisite totals given. However,

- The rate(s) must be quoted in decimal coinage. The final amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.
- If the amount of an item is not worked out by the tenderer, or it does not correspond with the rate written either in figures or in words, then the rates quoted by the tenderer in words shall be taken as correct.
- Where the rate quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rate quoted by the tenderer will, unless otherwise proved, be taken as correct and not the amount.