

This draft agreement is subject to change/fine tuning before final award of the contract

(Sample Contract Agreement)

AGREEMENT FOR HALL OF RESIDENCE NO. – __

THIS AGREEMENT has been made on this __th day of October, 2012 at IIT Kanpur **BETWEEN** Indian Institute of Technology Kanpur (hereinafter referred to as the Institute) incorporated as a body of corporate under the Institute of Technology Act, 1961, through its Director (represented by Dean of Students' Affairs, Chairman, Council of Wardens & Warden-in-Charge/Warden of Hall of Residence No.-__.)

AND M/s _____ registered under _____ and having it's office at _____ (hereinafter referred to as The Service Provider which expression shall include his/their respective heirs, executors, administrators and assignees), represented by _____ on the other part.

AND whereas the Institute has empanelled some agencies for providing operational services to its mess of Halls of Residence as per the terms and conditions, specifications and general conditions of the contract, as attached along with this agreement.

AND whereas the said terms and conditions, specifications as well as the scope of work to be done, as set out in the General Conditions of the contract, have been accepted and signed by the Service Provider.

AND whereas the Service Provider has agreed to execute, upon and subject to the condition set forth herein, (hereinafter referred to as the said conditions) the work shown in the General Conditions of the Contract.

AND whereas the Service Provider has deposited a sum of Rs. _____ (____ lakhs only) as earnest money in the form of a *Demand Draft No.* _____ *dated* _____ issued by _____ in favour of Hall Management, IIT Kanpur payable at UBI, I.I.T. Branch Kanpur as performance guarantee for the said work and has agreed that this be retained by the Institute as part of Security Deposit of Rs. 5,00,000/- (Five Lakhs only)

AND whereas the Service Provider has promised to deposit Rs. _____ (____ lakhs only) as remaining part of the security deposit in the form of a Bank Draft latest by _____

AND whereas in pursuance thereof the Service Provider has commenced the work with effect from October 01, 2012.

NOW therefore it is hereby agreed as follows:

1. In consideration of the payments to be made to the Service Provider, as hereinafter provided and agreed to by both the parties, the Service Provider shall upon and subject to the said condition execute and complete the contract.
2. The Institute shall pay the Service Provider such sums as shall become payable hereunder at the time and in the manner specified in the said conditions.
3. The Quality of performance related to the work is the essence of the Contract and in the event of failure to perform as per term and conditions of the Contract and to the satisfaction of the Institute; the Service Provider shall be penalized as per provisions of the Contract.
4. The scope of work and prices Schedule of Quantities and conditions shall be according to the terms and conditions of this contract and the decision of the mutually agreed sole Arbitrator as appointed by the Deputy Director of the

institute, in reference to all matters of dispute in relation to this agreement or otherwise pertaining to the general condition of the contract shall be final and binding on both parties.

5. The said conditions and appendix thereto shall be read and constructed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and perform the agreement on their parts respectively in such conditions contained.

6. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Kanpur and only courts in Kanpur shall have jurisdiction to determine the same.

7. The several parts of this contract have been read to us and fully understood by us. IN WITNESS WHEREOF the parties hereto have set their respective hands the day and the year herein above written.

Dean of Students' Affairs

Chairman, Council of Wardens

Warden, Hall of Residence No.-__

M/s _____

(On behalf of Service Provider)

In the presence of:

1. _____

2. _____

GENERAL CONDITIONS OF THE CONTRACT FOR PROVIDING OPERATIONAL SERVICES IN THE MESS OF HALL OF RESIDENCE NO.-__

ARTICLE—1

1.0 Definition of terms:

In this Contract (as hereinafter defined) the following words and expressions shall have meanings hereby assigned to them, except where the context requires otherwise:

- 1.1 The "**Contract**" shall mean the agreement between the Institute and the service provider, duly signed by the parties to the Agreement, through their authorized representatives, for the execution of the work as described in the Scope of Work of this document and all terms and conditions mentioned herein after.
- 1.2 The "**Service provider**" shall mean the person or persons, the firm or company who's application for execution of work has been accepted by the Institute and includes the Service provider's legal representatives, his successors and permitted assignees.
- 1.3 The "**Empanelment**" shall mean enlistment of service provider for a limited period of 2 (Two) years, extendable at the end of the empanelment period at the discretion of institute, for providing operational services in the messes of Halls of Residences on the campus of the Institute.
- 1.4 The "**Hostel**" shall mean the Hall of Residence No.-__ and the "**Warden in-charge**" shall mean the person nominated by the Institute from time to time as warden incharge of the concerned hall of residence and shall include those who are expressly authorized by him/her to act on his/her behalf, for operation of this contract and supervision of work. The Warden-in-charge/Warden or such representatives shall have power to impose appropriate penalty in case there are violations of the provisions of the contract.
- 1.5 The "**Institute**" shall mean the Indian Institute of Technology Kanpur (IITK) with its premises located at Kalyanpur, Kanpur 208016 and shall include its authorized representatives, successors and assignees.
- 1.6 The "**Letter of Empanelment**" shall mean an official intimation from the Institute to empanelled agencies.
- 1.7 The "**Hostel Executive Committee (HEC)**" shall mean a committee of elected residents and hostel administration, which will be authorized to

regulate the activities related to the mess of Hall-__ on a day to day basis.

- 1.8 The "**Work**" shall mean and include all works to be executed, all items and things to be provided/done and services and activities to be performed by the service provider in accordance with the contract.
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ARTICLE—2**2.0 Description of the Hall of Residence No.-__**

- 2.1 *The Hall of Residence No.-__ is a ____s' Hostel* situated inside the campus of the Institute with an exclusive and fully secured premise of its own. The hostel is fully accessible for transport. The Hostel comprises rooms for residents with a centrally located dining facility, administrative block, coffee shop, etc. The hostel is designed to accommodate a total of __ students approximately with a minor variation.
 - 2.2 The hostel residents generally stay on the premises and avail dining services throughout the academic year.
 - 2.3 Scholars otherwise employed in Institute may also be allowed to stay in the hostel premises in addition to registered students. Such scholars shall also avail the mess facilities.
 - 2.4 Generally the strength of the residents remains around 450 residents during the academic year; however, during the vacations this number may reduce substantially.
 - 2.5 Day-Boarders, who do not stay in the hostel, may also be allowed to avail the dining facilities in Hall-__ as outside members by the Warden-in-charge/Warden.
 - 2.6 The hostel is provided with a self contained centralized mess, comprising of kitchen and dining facility to prepare and serve meals to the residents and other authorized persons. The mess is well equipped with furniture, cooking facilities, utensils, appliances and equipments; etc.
 - 2.7 The hostel is under the administration of a Warden in-charge/Warden who exercises overall control on all activities related to the hostel including dining services.
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ARTICLE—3

3.0 Scope of Work:

The contract is essentially for providing following messing services to the residents of Hall of Residence No.-___. The Scope of Work, covered by the contract, is broadly but not extensively described as given below:

- a) Cooking and serving three meals - breakfast, lunch and dinner. The hostel reserves the right to include the service for the preparation and serving of evening tea and light snacks in addition to these three meals. The terms and conditions of such an addition will be worked out as and when required;
- b) Facilitate procurement of raw material for and on behalf of the hostel;
- c) Managing and control of stocks and inventories;
- d) Coupon sales. Residents may use these coupons to get 'extra' items not included in the basic menu of the mess;
- e) Cleaning of utensils, kitchen and serving items;
- f) Cleaning of cooking, dining and auxiliary areas;
- g) Security of the equipment, utensils and other items in the mess;
- h) Maintenance of the equipment in the kitchen and dining areas;
- i) Maintenance of books, ledgers, other records and documents related to running of the mess;
- j) Deployment and supervision of required man power for the above mentioned tasks.

- 3.1 Each of the three meals that is, breakfast, lunch and dinner will be served over a period of 2 to 2½ hours. The HEC will decide the timings for each meal on different days. The timings may be appropriately revised over the year as per academic and other activities, and the revised timings shall be communicated to the service provider well in advance. The hostel may also require the service provider to serve evening tea with snacks, and details such as the menu and timings will be communicated by the HEC of the hostel.
- 3.2 The HEC shall provide a menu to the service provider, which shall usually be fixed for a period of one month; the HEC reserves the right to change the menu from time to time. Any change in the menu shall be communicated in writing, adequately in advance, to the service provider by the HEC.
- 3.3 In addition to the menu given by the HEC, the service provider shall be required to provide extra messing facilities with items not covered under the Menu. A list of the items to be provided on extra basis shall be made available to the service provider by the HEC.
- 3.4 The service provider shall provide services to facilitate procurement of raw materials including cooking fuel and food articles, as may be required for a

menu, for and on behalf of the hostel. Payment towards the cost of such material shall be made by the hostel to the vendors or shopkeepers directly against such bills submitted by them.

- 3.5 The service provider shall ensure that sufficient care is taken on his part to keep the actual cost of the raw material including cooking fuel within a value of Rupees _____ only (Rs. _____) per student per day. This value should not go up by more than Rs. 3/- for a period of one year to absorb change in raw material cost. At the commencement of the contract the menu given in the Annexure – II is agreed upon within this stated maximum price.
- 3.6 The changes in the menu, as given in Article 3.2 may affect the cost of the raw material as defined in the Article-3.5, therefore changes in menu shall be carried out in a manner that they are acceptable to the hostel and also the service provider and the cost of raw material does not exceed the maximum of Rs. 50/- per student per day. If there is considerable price variation in the cost of the raw material in the market, the institute may consider revision in this maximum price on the written request from the service provider duly forwarded by the hostel. Details related to payments and changes therein on account of such decisions are given in Article 5.
- 3.7 The service provider shall procure wholesome food articles of good quality in consultation with and to the satisfaction of the HEC. The HEC may draw up a list of potential vendors or determine the brand for any or all the items.
- 3.8 For sick students or any other resident, the service provider shall arrange to serve “sick diet” in the rooms. For students admitted to the Institute Health Center, the sick diet must be delivered in the Health Center. The sick diet shall be defined and provided by the HEC to the services provider.
- 3.9 The service provider shall procure only good quality fresh vegetables from the market. Storage of vegetables for more than 1 (one) day in summer months and 3 (three) days in winter months at a stretch shall not be permitted. However, the service provider shall ensure that a sufficient stock of other raw material is available in the store for consumption for a minimum period of 15 (fifteen) days. The HEC shall have the right to check the quality of food articles and vegetables from time to time.
- 3.10 The HEC shall be authorized to impose an appropriate fine on the service provider in case of sub-standard quality of food items, malpractice, lack of hygiene or violation of any of the conditions of the contract.
- 3.11 The mess premises comprising, cooking and dining facilities, furniture, food/raw material containers, appliances, utensils, electricity and water shall be provided by the Institute free of cost. However, cleaning/washing materials/tools and man power to properly maintain this infrastructure shall

be arranged by the service provider at his/their own cost. The service provider is expected to use the institute's inventory items and maintain them in good condition. Similarly the inventory in good condition shall be handed over by the service provider to the HEC on the expiry of the contract period. The security deposit shall be refunded only after a "No Dues Certificate" is granted by the HEC.

- 3.12 The service provider shall not be allowed to use electricity as a cooking fuel. However, use of toasters, refrigerators, geysers, water coolers, mixer/grinder, oven and other equipments for cutting/grilling vegetables, etc. shall be permitted. Any other electrical cooking appliance may also be used by the service provider after obtaining prior written permission of the Warden in-charge/Warden.
- 3.13 The mess will normally be in operation for at least 9 months in a year. No payment shall be made to service provider when the mess is closed. Some of the messes may be closed during the vacations at the discretion of the institute. The actual dates of these vacations are decided well in advance and are readily available in the Institute calendar. The decision of the institute as to which of the messes is actually operated or closed during a vacation shall be final and binding on the Service Provider. During the academic session the messes will not be allowed to be closed on any day, including Sundays and other holidays, for any reasons whatsoever.
- 3.14 The service provider shall ensure that sufficient manpower, on his pay roll, is deployed for preparation and service of each meal including cleaning, washing and overall upkeep of mess assets and premises. It is expected that the manpower deployed in Hall-__ shall not fall below the numbers specified in the following table unless specially permitted by the warden. The service provider shall submit a list of the workers authorized to work in the mess of the Hall which should be approved by the warden.

Sl No.	Type	Required No.
1	Manager/Assistant Manager	2
2	Coupon Clerk Accountant	1
3	Store keeper	1
4	Cook	3
5	Semi Skilled & Unskilled workers	33
	Total man power required	40

- 3.15 The HEC reserves the right to check the attendance of the mess workers from time to time and in case of deficiency in deployment of man power, an appropriate penalty may be imposed.
- 3.16 The service provider shall not pay less than what is provided under the law to workers engaged by him for the work. The service provider shall be required to comply with all statutory norms including the provisions of Minimum Wages. The mess workers shall be available for work for one shift staggered over 12 hours. However, the total hours of work taken in a day shall not exceed 08 hours.
- 3.17 The service provider shall be liable to comply with all Labour Laws including Employee's State Insurance Act 1948 and Employees' Provident Fund and Miscellaneous Provisions Act 1952. The service provider shall also be responsible for violation, if any, of the provisions of the Food Adulteration Act.
- 3.18 The contract shall be normally for a total period of 1 (one) year and extendable on mutual consent.
- 3.19 The list of residents, who will compulsorily join the mess, shall be provided by the Warden-in-charge/Warden from time to time. The number of residents may vary depending upon academic sessions and vacations. However, a significant variation is not envisaged on a day to day basis.
- 3.20 The food shall be cooked, stored and served under hygienic conditions. The service provider shall ensure that only freshly cooked food is served, and that stale food is not recycled. Stale food shall be removed from the mess premises as soon as possible. Un-refrigerated cooked food, not consumed within 6 (six) hours in summer months and 10 (ten) hours in winter months, shall be deemed to be stale and unfit for consumption.
- 3.21 The food shall be neither too spicy nor too oily. The food preparation shall be wholesome and shall generally cater to the taste of the residents.
- 3.22 The oil that remains from deep frying at the end of the day shall have to be destroyed and shall not be allowed to be recycled for the purpose of cooking again.
- 3.23 The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard. The utensils shall have to be maintained sparkling clean at all time.
- 3.24 The service provider shall pay special attention to maintain the mess in a neat and tidy condition at all times. For this purpose, the mess shall be cleaned thoroughly after each meal.

- 3.25 The service provider shall ensure that only hot food is served to the residents.
 - 3.26 The waste material and unused/leftover food from mess shall be removed from hostel premises every day. The service provider shall ensure that stray cattle, such as pigs, dogs, cows, etc., do not consume any food within the hostel premises.
 - 3.27 Any complaint relating to the raw material, preparation of food, conditions of mess/kitchen premises etc shall be addressed by the warden and appropriate penal action may be initiated.
 - 3.28 The hostel may celebrate a "Hall Day" once every year. The service provider shall make special arrangements, including facilitation of procurement of raw material and food articles on behalf of the institute, to organize a dinner for the residents and the visitors as per the directions of the HEC. However, the HEC reserves the right to appoint another vendor of their choice for hosting the dinner on the Hall Day, without assigning any reason.
 - 3.29 The service provider shall not be allowed to use the hostel or mess premises to offer any messing facility beyond the scope of the contract unless specific prior written approval of the warden has been obtained.
 - 3.30 Persons, other than the hostel residents, may also be allowed by the warden to use the mess facility by buying coupons. The service provider shall be accountable for this on-the-spot sale of coupons and its accounting. Under no circumstances will the service provider sell or provide any food or ingredients to any person or group or body other than regular members of the mess except through on-the-spot coupon sale, unless otherwise specifically authorized by the warden in writing or as already provided in this document/contract. Violation of this provision will attract penalties and may lead to the termination of the contract
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ARTICLE—4**4.0 Employment of workmen by the Service provider**

- 4.1 The staff employed in the mess shall be provided with uniform by the service provider as per their job assignments and ensure that the uniform is worn while the staff is on duty. The colour and style of the uniform shall have prior approval of the Warden in-charge/Warden. The staff shall wear clean and ironed uniform and look presentable while on duty.
- 4.2 The service provider shall employ only adult and trained staff with good health and sound mind for all services. He shall also nominate a qualified and experienced manager acceptable to the Institute to take orders/instructions from the HEC, the Warden in-charge/Warden or any other authorized representative of the Institute. .
- 4.3 The service provider shall ensure that all employees engaged by him are free from communicable/infectious disease and are also medically fit to work in the mess. Medical Officers specified by the Warden-in-charge/Warden shall conduct medical examination every 6 (six) months or as decided by the Institute. The cost of the medical examination shall be borne by the service provider. If in the opinion of the Institute any of the service provider's employee [s] is found to be suffering from any such disease/condition or if any employee(s) of the service provider is found to have committed misconduct or misbehavior, the Warden-in-charge/Warden shall have the right to ask the service provider to remove such employee(s) without questioning the decision of the Institute. The Institute shall be entitled to restrain such employee(s) from entering the mess premises. Thereafter the service provider shall have to provide a substitute(s) within a reasonable time.
- 4.4 The service provider shall be responsible for his employees in observing all security and safety regulations and instructions as may be issued by the Institute from time to time. The service provider shall have the right to appoint and to take appropriate disciplinary actions against his workers to fulfill his obligations under this agreement provided due process is followed and the action is in accordance with Industrial Employment (Standing Order) Act, 1946 and the Warden in-charge/Warden is kept informed. However, the service provider shall not in any capacity employ any person(s) of bad character or any person whose antecedents are not acceptable to the Institute.
- 4.5 In case, the Institute suffers loss of any nature on account of the service provider or his employees for not following security/safety regulation/instructions, the service provider shall be liable to make good the loss as determined by the Institute at its sole discretion and the Institute shall have the right to recover such losses, etc., from the dues payable to the

service provider and/or security deposit, etc.

- 4.6 The service provider shall not appoint any sub-Service Provider for the work assigned to him without prior written permission of the Warden in-charge/Warden.
- 4.7 The service provider's staff shall not be treated as the Institute's staff for any purpose whatsoever. The service provider shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the above job. The Institute shall not be liable to any penalty under relevant labour rules, enactment or related regulations for which the service provider is responsible under the law. However, if the Institute is forced to pay any cost of any nature on account of the service provider's liabilities, the said cost shall be recovered from the dues payable to the service provider.
- 4.8 The service provider shall be responsible for fulfilling the requirement of all statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Gratuity Act, Contract Labour (Regulations and Abolition) Act and all other labour and industrial enactment at his own risk and cost in respect of all staff employed by him. The Institute shall be indemnified for any action brought against it for any violation/non-compliance of any of the provisions of any of the acts, etc. hence non compliance or violation of any of these provisions of any of the Acts would lead to the immediate termination of the contract. The service provider shall maintain all records required to be maintained under statutory enactments and the Warden in-charge/Warden and his authorized representatives shall be entitled to inspect all such records at any time.
- 4.9 The service provider shall ensure that the minimum wages are paid to the employees in the presence of a nominee of the Institute.
- 4.10 The service provider shall, at his own expense, take workman's compensation insurance and he shall also obtain from his underwriter of such insurance a waiver of subrogation in favour of the Institute. The service provider shall further, at his own expense, register claims and pursue realization of all insurance claims. He shall produce proof of such insurance within a reasonable time from the date of award of Contract.
- 4.11 The service provider shall have to mobilize his resources so as to commence the work within 10 (Ten) days from the date of signing of contract.
- 4.12 The mess premises shall always be in possession of the Institute and the service provider is only permitted to enter the premises to manage the mess. Whenever the contract is terminated or concluded and the Institute decides

that the service provider should not be allowed to run the mess, the Institute shall be entitled to restrain the service provider from entering IIT campus as well as the hostel premises.

- 4.13 The replacement of electrical items, such as bulbs, tubes, etc., would be done by the Institute against the fused/damaged items. No replacement otherwise would be carried out if the fused/damaged material are not returned. The service provider shall ensure that his employees strictly observe the normal practices for safe use of electrical fixtures and fittings.
 - 4.14 Income Tax shall be deducted from all payments made to the service provider as per rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
 - 4.15 The mess workers of the service provider shall not be allowed to stay in the hostel premises or in the Institute campus. However the mess managers appointed by the service provider shall be provided a single room in the hostel to be used by the service provider as an office-cum-rest room.
 - 4.16 The service provider shall make his own arrangement for the transportation of his employees. However the Institute may, at its discretion, issue bus passes to the employees of the service provider at the prevailing rates.
 - 4.17 Issues, not specifically clarified in the contract, shall be settled with mutual consent between the service provider and the HEC, without vitiating the basic premises of the contract.
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ARTICLE—5**5.0 Rates of service charges and terms of payment:**

- 5.1 *The charges for providing operational services in the mess of Hall-__ shall be **Rs. _____ (rupees _____ only) per month***
- 5.2 The aforementioned rates shall remain in force till expiry of the contract from the date of commencement of the work. During this period the rate shall not be revised under any circumstances, except in case of wage revision according to the Minimum Wages Act or in case there is significant change in the number of students availing messing facilities.
- 5.3 The rates so fixed are inclusive of all taxes (*other than Service Tax*), duties, and levies etc imposed by the State/Central Government and Local Bodies as on the date of award of the work. However, if any new tax, duty or levy is imposed or enhanced by the Government/Local Bodies subsequent to the award of work, the same shall be reimbursed on production of proof of payment. The service provider shall be reimbursed the service tax paid by him, on production of proof.
- 5.4 The service providers shall submit bills for the service charges for each month to the Institute through the warden for payment.
- 5.5 The service provider shall submit the bills collected from the vendors against the procurement of the raw material and the food items for a month in the third week of the month and first week of subsequent month. Each set of bills shall normally be for purchase of preceding two weeks. The Warden in-charge/Warden shall make efforts that the bills are paid within 10 [ten] working days of submission. The institute shall not be responsible for any delay in the processing of such bills. .
- 5.6 The service provider shall be required to provide meals to his workmen who are willing to take their meals in the mess. However, the service provider shall not be allowed to deduct more than one fifth ($1/5^{\text{th}}$) of the cost of raw material per student per day as determined for the purpose of Article-3.5, from the wages payable to the workmen. The service provider shall deposit this money collected from the workmen for the meal provided to them, to the hostel every month.
- 5.7 The service provider shall be reimbursed his part of the contribution of EPF and ESI by the Institute, on production of proof of payment. The proof of payment should include the names of individuals, as approved by the warden, as per the attendance register for whom the EPF, ESI has been paid
- 5.8 The service provider shall be responsible for the sale of the coupons, which shall be at a rate which is 30% more than the cost per student per day, as

defined for purpose of Article 3.5, plus fixed cost, suitably rounded. This fixed cost shall be calculated by dividing Rs. _____/- by thirty times the number of students i.e. Rs. _____÷(number of students)X30. The coupon cost may be modified from time to time by the institute. The service provider shall deposit the money collected on account of sale of coupons, to the hostel every month.

- 5.9 Any claim or compensation for any cause whatsoever for which there is no provision in the Contract shall be made in writing to the Warden in-charge/Warden within one week of the occurrence of the event due to which the claim or compensation is claimed, with a copy to the Institute. No claim made after the time prescribed shall be entertained or considered.

ARTICLE—6**6.0 General Instructions to the Service provider:****6.1 Security Deposit:**

The service provider shall be required to deposit Rs. 5,00,000/- (rupees five lakhs only) by a Demand Draft drawn in favour of the Hall Management, IIT Kanpur as Security Deposit towards successful execution of the messing contract.

The Security Deposit shall be retained up to and including 60 (sixty) days after the contract is over. The Institute shall have an unqualified option to forfeit the same if the service provider fails to honour any of its commitments under the contract and/or in respect of any amount due from the service provider to the Institute.

The Security Deposit shall be refunded to the service provider without any interest 60 (sixty) days after the expiry of the contract or within 15 (fifteen) days from the date of the issue of a “No Dues Certificate” from the Warden in-charge/Warden subject to the fulfillment of all contractual obligations by the service provider.

6.2 Termination:

The Institute shall at any time be entitled to determine and terminate the contract for any reason including unsatisfactory performance or violation of Minimum Wages Act or of any of the other terms and conditions of the contract. A notice in writing from the Institute to the service provider shall be issued giving 30 (Thirty) days time for such termination and vacation of the premises, without assigning any reasons thereof. Under exceptional circumstances this 30 day period may be appropriately reduced.

If all or part of the contract is terminated in accordance with the provisions contained above, the Institute shall pay to the service provider charges up to the effective date of termination. However, the termination of the contract shall not relieve the service provider of any of his obligations imposed by the contract with respect to the work performed by them prior to such termination.

6.3 Regarding compliance of statutory provisions:

- 6.3.1 The Institute is registered in terms of the Contract Labour (Regulation and Abolition) Act, 1970 with the Registering Officer under the Regional Labour Commissioner (Central). As such, the service provider shall be required to obtain requisite license from the office of the Regional Labour

Commissioner (Central) under the aforementioned Act.

- 6.3.2 The service provider shall have his own set-up including registration under the relevant laws governing the type of work he is to perform.
- 6.3.3 The service provider shall abide by all the rules and regulations of the labour laws and rules framed there under and maintain all the registers required under the above mentioned Act, Rules and regulations, including the Contract Labour (Regulation and Abolition) Act, 1970 .
- 6.3.4 The service provider shall be wholly responsible regarding the payment of minimum wages to the mess workers. As and when the minimum wage rate is changed by the Government, the service provider shall have to pay the revised rate to his workers as on that date.
- 6.3.5 The service provider shall be liable to comply with the Employees' State Insurance (ESI) Act 1948 and Employees' Provident Fund (EPF) and Miscellaneous Act 1952.
- 6.3.6 The service provider shall be liable to deduct the employees' contribution of EPF and ESI and deposit the same along with his part of the contribution of EPF and ESI to the respective authorities within the statutory periods and shall provide a copy of the deposit challan under his signature to the institute within one week of depositing the same to the respective authorities. The service provider shall regularly maintain proper record in this regard, which can be inspected by the appropriate authority of the institute at any time.
- 6.3.7 The service provider shall pay wages directly to the workmen without any intervention of any labour supplier or a labour supply Service Provider. The service provider shall also ensure that no amount by way of commission or otherwise is deducted from the wages of the workmen.
- 6.3.8 The service provider shall be solely responsible with regard to the supervision, salary/wages, service conditions in respect of his employees/workmen, which shall be fair and in no case be less than the wages prescribed by the Regional Labour Commissioner (Central) Kanpur under the Minimum Wages Act as in force from time to time.
- 6.3.9 All employees of the service provider shall carry appropriate identity Cards issued by the service provider at all times, in terms of Rule 76 of the Contract Labour (Regulation and Abolition) Central Rules, 1971.

6.4 Responsibility for Proper Upkeep of Buildings and Services:

The Service provider shall be the custodian of the mess premises, all installations, furniture, furnishings, equipment, utensils, gadgets, etc.,

supplied by the Institute as part of the establishment. It is the responsibility of the service provider to ensure that the establishment is not misused or carelessly handled by his workmen. It is an inviolable term of the contract that the service provider takes all necessary steps to ensure proper upkeep of the establishment. The responsibility to keep the establishment in good condition shall devolve upon the service provider. For this purpose the service provider shall have to maintain close liaison with the HEC and the Warden in-charge/Warden to seek their support and advice in the matter.

6.5 Interpretation of Contract Documents :

- 6.5.1 Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or commission in the contract, the matter may be referred to the Warden in-charge/Warden who shall give his decision and issue to the service provider instructions directing in what manner the work is to be carried out. The decision of the Warden in-charge/Warden shall be final and conclusive and the service provider shall carry out work in accordance with this decision.
- 6.5.2 Wherever it is mentioned in the Scope of Work that the service provider shall perform certain work or provide certain facilities, it is understood that he shall do so at his cost and the value of the contract shall be deemed to have included the cost of such performance and provision so mentioned.
- 6.5.3 All material and services shall satisfy the high standards befitting the reputation of the Institute.
- 6.5.4 The service provider, in accepting the quoted rates/prices shall for all purposes whatsoever be deemed to have independently obtained all necessary information for the purposes of the present contract and shall be deemed to have taken into account all contingencies as may arise due to such information or the lack of the same. The Scope of Work is only broadly defined and the finer details shall be finalized by the Warden in-charge/Warden during the course of the execution of work.
- 6.5.5 The service provider shall be deemed to have examined the contract documents, to have obtained his own information in all matters whatsoever that might affect the carrying out of the work at the scheduled rates. Any error in the description or quantity or omission there from shall not vitiate the contract or release the service provider from executing the work comprised in the contract according to specifications at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the works and the requirements of the material and labour and the type of work involved, etc., and as to what all works he has to complete in accordance with the contract document whatever be the defects, omissions or errors that may be found in the contract document. The service provider

shall be deemed to have visited the surroundings and to have satisfied himself to the nature of all existing conditions, about matters affecting the work. He is deemed to have acquainted himself as to his liabilities for payment of Government taxes, other charges, levies, etc.

- 6.5.6 Any neglect or failure on the part of the service provider in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the work at the scheduled rate and time in strict accordance with the contract document.
- 6.5.7 It is expected that should the service provider have any doubt as to the meaning of any portion of the contract document he shall set forth the particulars thereof in writing to the Institute before signing the contract. The Institute shall provide such clarification as may be necessary in writing to the service provider. Such clarification as provided by the Institute shall form a part of the contract document.
- 6.5.8 No verbal agreement or inference from conversation with any office or employee of the Institute before, during or after the execution of the agreement, shall in any way affect or modify any of the terms/obligations contained herein.
- 6.5.9 If the service provider or his employees break, deface or destroy the property or the establishment belonging to the Institute during the execution of the Contract, the same shall be made good by the service provider at his own expense and in default thereof, the Warden in-charge/Warden may cause the same to be made good by other agencies and recover expenses from the service provider.
- 6.5.10 All compensation or other sums of money payable by the service provider to the Institute and the recoveries to be made under terms of this contract may be deducted from his Security Deposit or from any sums which may be due/may become due to the service provider or any account whatsoever and in the event of his security deposit being reduced by reasons of any such deduction the service provider shall within 10 (ten) days make good in the form of a bank draft any sum or sums which may have been deducted from his Security Deposit, or any part thereof.
- 6.5.11 No interest shall be payable by the Institute for sums deposited as Security Deposit.
- 6.5.12 The Security Deposit shall be refunded after the expiry of the defect liability period of 2 (two) months as stipulated in the contract and after the work is over to the full satisfaction of the Warden in-charge/Warden or within 15 (fifteen) days from the date of issue of a "No Dues Certificate" from the HEC, whichever is later.

6.6 Forfeiture of Security Deposit:

In case the Institute is obliged to make any recoveries on any account from the Security Deposit of the service provider, the service provider shall be obliged to make good the Security Deposit amount within a period of 10 (ten) days after the receipt of information in this regard, failing which the service provider shall have to pay an interest of 12 percent per annum for the period of delay in making good the Security Deposit.

ARTICLE—7**7.0 Service provider's Subordinate Staff and their Conduct:**

The service provider on or after the award of the work shall name and depute a qualified manager with sufficient experience in carrying out work of similar nature, to whom the establishment shall be handed over and the instructions for work shall be given. The service provider shall also provide to the satisfaction of the Warden in-charge/Warden sufficient and qualified staff to supervise the execution of the work, including those specially qualified by previous experience to supervise the types of work comprised in the contract in such manner as shall ensure work of a high standard commensurate with the reputation of the Institute. The service provider shall appoint skilled cooks so as to ensure that the food preparations are of good taste and to the satisfaction of the residents.

7.0.1 The Service Provider shall at his own cost submit to the Warden a medical fitness certificate (every six months) as proof of workers being healthy and fit to work in the mess. Though, in principle this certificate shall be submitted once in six months, the warden may direct the service provider for additional documents at any time for which the cost etc shall be borne by the service provider.

7.0.2 The Service Provider shall submit to the warden a list of workers, with complete details including local/permanent addresses, contact details, and their photographs etc, for approval who may be allowed to work in the mess. The warden may reject any or all the names without assigning any reason. Only those workers who have been cleared by the warden shall be allowed to enter the premises of the mess.

7.0.3 If and whenever any of the service provider's employees shall, in the opinion of the Warden in-charge/Warden, be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Warden in-charge/Warden, it is undesirable for administrative or any other reason for such person or persons to be employed in the work, the service provider if so directed by the Warden in-charge/Warden, shall remove such person/persons from employment within a reasonable time. Any person or persons so removed from work shall not again be employed in connection with the work without the written permission of the Warden in-charge/Warden.

Any person so removed from work shall be immediately replaced at the expense of the service provider by a qualified and competent substitute. Should the service provider be requested to repatriate any persons removed from work, he shall do so and bear all cost in connection therewith.

7.0.4 The service provider shall be responsible for the proper behavior of all the

staff, employed directly or indirectly, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the service provider shall be bound to prohibit and prevent any employees from trespassing/acting in anyway detrimental or prejudicial to the interest of the community or of the properties. The service provider shall be responsible thereof and relieve the Institute of all consequent claims or actions for damages or injury or on any the other grounds whatsoever. The decision of the Warden in-charge/Warden on any matter arising under this clause shall be final.

- 7.0.5 If and when required by the Institute, all service provider's personnel upon entering the Institute premises shall be properly identified by badges of a type acceptable to the Institute which must be worn by them at all times during duty hours.

7.1 Sub-Letting of Works:

No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the service provider directly or indirectly to any person, firm or whosoever.

7.2 Power of Entry:

If the service provider does not commence the work in the manner described in the contract document or if at any time in the opinion of the Warden in-charge/Warden, the service provider: **a)** fails to carry out the works in conformity with the contract documents; or **b)** violate any of the statutory provisions including but not restricted to the Minimum Wages Act, ESI Act and EPF Act ; or **c)** fails to carry out the works in accordance with the contract schedule; or **d)** substantially suspends the work without authority from the Warden in-charge/Warden; or **e)** fails to carry out and execute the works to the satisfaction of the Warden-in-charge/Warden; or **f)** fails to facilitate procurement of sufficient/suitable raw material or things; or **g)** commits or suffers, or permits any other breach of kind or observes or persists in any of the above mentioned breaches of the contract, after a notice in writing being given to the service provider by the Warden in-charge/Warden requiring such breach to be remedied; or **h)** if the service provider abandons the works — then, in any of the such cases, the Institute shall have the power to enter upon the premises and take possession thereof and of the material and stock thereon and to rescind the contract, and to carry on with the work by his agents, workmen and the supervisors as the Institute in its absolute discretion may think proper to employ without making payment to the service provider for the said material other than such as may be certified in writing by the Warden in-charge/Warden to be reasonable, then the amount of such excess as certified by the Warden in-charge/Warden shall be deducted from any money which may be due for work done by the service provider and be

made good under the contract and not paid for. Any deficiency shall forthwith be made good and paid to the Institute by the service provider and the Institute shall have the power to sell in such manner and for price as it may think fit all material pertaining to the service provider and to recover the said deficiency out of the proceeds of the sale.

7.3 Force Majeure:

In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term “force majeure” as employed herein shall mean, acts of god, war, revolt, riot, fire, flood and acts and regulations of the Government of India or any of its authorized agencies.

Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7 (seven) day of the alleged beginning and ending thereof giving full particulars and satisfactory proof.

The time for performance or relative obligations suspended by the force majeure shall be extended by the period for which the cause lasts or condoned by the Institute without any penalty.

If the work is suspended by force majeure conditions lasting for more than 1(one) month, the Institute shall have the option of cancelling the contract in whole or in part thereof at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances. For the period of force majeure, no amount shall be payable to the service provider.

7.4 Release of Information:

The service provider shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work under this contract.

7.5 Completion of Contract:

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the duration of the contract.

7.6 Schedule of Rates and Payments:

The price to be paid by the Institute to the service provider for the whole of

the work to be done and the performance of all the obligations undertaken by the service provider as per the terms of the contract shall be ascertained by the application of the schedule of rates and payment shall be made accordingly to the work actually executed and approved by the Warden in-charge/Warden.

7.7 Schedule of Rates to be Inclusive:

The prices/rates accepted by the service provider shall remain firm till the issue of final certificates and shall not be subjected to any escalation except for the adjustments on account of revision of minimum wages by the Government in respect of workmen directly employed on the work. The prices/rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing the work. The service provider shall be deemed to have known the nature, scope, magnitude and the extent of the work and material required though the contract may not have fully and precisely incorporated them. The opinion of the Warden in-charge/Warden as to the items of work which are necessary and reasonable for completion of the work shall be final and binding on the service provider although the same may not be shown on or described specifically in contract documents. The generality of this provision shall not be deemed to be cut down or be limited in any way because in certain cases it may not be expressly stated that the service provider shall do or perform a work or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the prices/rates.

7.8 Receipts for Payment:

The receipt for payment made on account of the work when executed by a firm must be signed by a person holding due power of attorney in this respect on behalf of the service provider, except when the service providers are described in their application for the empanelment, as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

7.9 Completion Certificate/No Dues Certificate

When the service provider fulfils his obligations under the contract, he shall be eligible to apply for a Completion/No Dues Certificate in respect of the work. The Warden in-charge/Warden shall normally issue to the service provider the completion certificate within 1 (one) month of receiving an application from him to the effect that the work has been completed in accordance with and as set out in the contract. The service provider, after obtaining the completion certificate, is eligible to present the

final bill under the terms of the contract.

7.10 Accident or Injury to Workman:

The Institute shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the service provider or any sub-service provider. The service provider shall indemnify and keep the Institute indemnified against all such damage and compensation whatsoever in respect or in relation thereto.

7.11 Damage to Property:

The service provider shall be responsible for making good to the satisfaction of the Warden in-charge/Warden any loss or damage to any structures and properties within the hostel premises. If such loss or damage is due to fault and/or the negligence or willful acts or omission of the service provider, his employees, agents, representatives or sub-service providers, he shall make good the loss as assessed by the Warden in-charge/Warden.

7.12 Labour Laws:

- a) No worker below the age of 18 (eighteen) years shall be employed at the work.
- b) The service provider shall not pay less than what is provided under the law to labourers engaged by him for the work.
- c) The service provider shall at his own expense comply with all labour laws and keep the Institute indemnified in respect thereof.
- d) The service provider shall pay equal wages for men and women in accordance with the applicable labour laws.
- e) The service provider shall employ specified manpower to ensure due performance of the contract to the satisfaction of the Warden in-charge/Warden and of quality specified in the contract.
- f) The service provider shall be solely responsible as regards salary/wages and service conditions and terms extended by the service provider to his workmen and shall in this connection maintain requisite records and comply with all laws/enactment, rules and regulations and orders applicable to the service provider's employees/workmen in general and in particular laws/enactment, rules and regulations and orders dealing with employment of contract labour, payment of minimum wages, fire and safety regulations relating to employment of female workforce, security arrangements and such other rules and regulations as may be applicable at present or made applicable hereafter. In particular proper procedures and due process shall be followed as per laws and act in force when a worker has to be removed from service.

7.13 Safety Regulations:

In respect of all labour, directly or indirectly employed in the work for the performance of the service provider's part of this agreement, the service provider shall at his own expense arrange for all the safety provisions as per safety codes of the CPWD, Indian Standards Institution, the Electricity Act, regulations, rules and orders made there under and such other acts as applicable.

7.14 Arbitration:

7.14.1 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before/after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Deputy Director of the Institute at the time of the dispute. The award given by the arbitrator so appointed shall be binding on the parties. It will not be open to the parties to challenge the jurisdiction of the arbitrator after the award has been made.

7.14.2 If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/withdraws for any reason from the position of arbitration, it shall be lawful for the Deputy Director of the Institute to appoint another to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor if both the parties consent to this effect failing which the arbitrator shall be entitled to proceed de-novo.

7.14.3 It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of the invocation of arbitration under the clause.

7.14.4 It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.

7.14.5 The venue of arbitration shall be at Kanpur.

7.14.6 Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

7.15 Jurisdiction:

The contract shall be governed by and constructed according to the laws in

force in India. The service provider shall hereby submit to the jurisdiction of the courts situated at Kanpur for the purpose of actions and proceedings arising out of the contract and the courts at Kanpur shall have the sole jurisdiction to hear and decide such actions and proceedings.

7.16 General Rules:

Smoking and drinking within the entire area of the Hostel in particular and the Institute campus in general are strictly prohibited. Violators of this rule shall be prosecuted as per law and discharged immediately. All the workers engaged for the work shall wear clean uniform to be approved by the Institute while on duty.

Dean of Students' Affairs (DOSA)
IIT Kanpur, Kanpur 208 016

Annexure—I**MESS REBATE RULES**

- 1)** All residents of the Hall are required to join the mess from the date of their registration in respect of registered students and from the date on which permission has been granted to stay in the Hall by the Dean of Students' Affairs (DOSA) in respect of residents employed in Institute Projects.
- 2)** A resident, desirous for applying for mess rebate, will be required to inform the Mess Manager at least 1 (one) day in advance in the prescribed form.
- 3)** Rebate can be applied for a period of minimum of three consecutive days. For a period exceeding 5 (five) days, applications should be forwarded by the concerned DPGC/DUGC Convener (for registered students) or DORD office (for residents employed on project).
- 4)** A gap of a minimum of 10 (ten) days is necessary between two rebate periods in a month.
- 5)** No resident, who is on rebate, will be allowed to avail to mess facility on the basis of extras or as a guest of other residents.
- 6)** Full (100%) rebate is admissible to a member in the following cases:
 - i)** He/she is on medical or vacation leave from the Institute. The rebate period will include Institute holidays, and Saturdays/Sundays falling before or after the leave.
 - ii)** He/she is out of station for academic or Institute work (duly certified by authorities).
 - iii)** He/she is unable to take mess food for health reasons as certified by a Medical Officer of the Health Centre of the Institute.
 - iv)** Clauses (i), (ii) and (iii) are applicable at all times during the year including summer time/vacation mess. Applications for rebate under these clauses shall be submitted to the Warden.
 - v)** Except in the case of undergraduate students proceeding on vacation during the official institute vacation periods, clauses (i) and (ii) must be supported by documentary evidence from the concerned department or Institute, i.e., from the supervisor/DPGC Convener/HOD/Project coordinator.
- 7)** Except as covered in Art. (4) Above, rebate shall be granted at the rate of 90% of the basic daily mess rate (BDMR) of the respective month. However, the number of such rebate days should not exceed 15 days in a month.
- 8)** Rebate will be given only if the residents enter on the sheet one day before leaving (taking last meal). However, if he has been unable to do so and leaves

the campus due to emergency reasons, intimation must reach the Warden or the Warden's office in writing and rebate will be granted from the date when this information reaches the Warden.

- 9)** The concept of self-guest is abolished. Residents on rebate may, however, eat in the mess by buying coupon on a cash basis.
 - 10)** A resident who is found eating in the mess when under rebate without a coupon will be subject to a fine of Rs.500.00 (Five hundred only). The fine shall be credited to the hostel funds.
 - 11)** Rebate rules are also applicable to day boarders (outside members) permitted by the Warden(s) to eat in the Hall mess.
 - 12)** No guest will be entertained in the mess for more than 15 meals in a month. If any resident violates this provision he will be penalized appropriately by the Warden(s). However, if the residents wish to entertain guests for more than five days in a month they must take the permission of the Warden(s).
 - 13)** The above rebate rule shall be uniformly applicable to all mess members, including non-residents.
 - 14)** In addition, Undergraduate students are entitled to 100% rebate throughout vacation periods when they vacate the hostel room.
 - 15)** No extra item is allowed to be prepared in the mess for any function other than the hall concerned activities.
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