



**Indian Institute of Technology Kanpur
Dean: Research & Development**

Draft agreement to be entered in
between

M/sLtd.,
(The Company/Agency)
And

**The Dean of Research &
Development (DORD),**
Indian Institute of Technology Kanpur
For

“Empanelment of Companies/Agencies for
undertaking Technical/Scientific/Non-
Technical/Ministerial/Professional/Skilled,
Unskilled & Semi-Skilled & Miscellaneous
Jobs/Works under Job, Job Assignment
/Outsourcing/Work contract mode(s) for
completion of the works related to Research
& Development Projects held by DORD, IIT
Kanpur

This Agreement is entered into thisday of 2010 by and between Dean of Research & Development (herein DORD), 255 Faculty building, Indian Institute of Technology Kanpur, Kanpur-208016 herein called as DORD and/or the first party

And

..... Limited having its Registered Office at herein asand/or the Second party

WHEREAS DORD, the first party, manages the industrial, research and consultancy work for Industries worldwide. These services are offered under “Project Mode” and IIT Kanpur has formulated norms & regulations in this regard. These projects are executed by Principal Investigator who is a Faculty or Academic Staff.

The Office of Research & Development provides specialized administrative and managerial support for the operation of sponsored and consultancy projects and other R&D activities of the Institute. It facilitates interaction with internal groups and external agencies, both national and international. It also promotes and manages Institute-Industry interaction and all externally funded research & development projects. The key role of the office is to provide a creative atmosphere in R&D activities of the Institute. The types of projects which the office handles include:

1. **Sponsored projects:** The Institute encourages investigation of basic and applied areas of science and technology in the form of sponsored projects. Research grants for such projects are given by Government agencies and industries (both national and international).
2. **Consultancy Projects:** Consultancy Projects are projects that make use of the technical / professional expertise and seek advice to overcome a technical problem.
3. **Miscellaneous Projects:** Like Workshop, Symposia, Short term courses, Seminars, Routine Testing etc.

And

WHEREAS the second party claims of having requisite experienced for undertaking Technical /Scientific/ Non-Technical/Ministerial / Professional / Skilled, Unskilled & Semi-Skilled & Miscellaneous Jobs / Works under Job contract, Job Assignment / Outsourcing / Work contract mode(s) for completion of the works related to Research & Development Projects held by DORD, IIT Kanpur

NOW THEREFORE, in consideration herein mentioned the parties accept the terms and conditions as mutually agreed and convey their acceptance.

ARTICLE – I

DEFINITIONS OF TERMS

1. In this **Empanelment** (as hereinafter defined) the following words and expressions shall have meanings hereby assigned to them, except where the context requires otherwise:
2. The "**INSTITUTE**" shall mean Indian Institute of Technology Kanpur (IITK) with its premises located at Kanpur, India, represented by its Dean: Research & Development.
3. The "**Company or Agency**" shall mean the second party whose Bid has been accepted by the Institute and includes the Company /Agency's legal representatives, his/her successors and permitted assignees.
4. The "**BID/ TENDER**" shall mean the proposal/ offer, along with supporting documents, submitted by the Bidder for considerations of the Institute.
5. The "**BID/ TENDER DOCUMENT**" shall mean the documents issued by the DORD to prospective Bidders, containing various Terms and conditions, Scope of work, any requirements etc., or generally laid out in various sections spelling out the basis, procedure, modes, methods and formats for the Bidders to prepare their BIDS, for submission to the Institute. The Bid documents shall include the invitation to BID, instructions, proposal forms and all addenda/ corrigenda/ amendment issued by the DORD. The same shall be part of this Agreement.
6. The "**LETTER OF ACCEPTANCE**" shall mean an official intimation from the DORD to successful Bidder to the effect that his/ their Bid has been accepted in accordance with the provisions contained therein.
7. 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 Company or Agency in accordance with the terms of the empanelment.
8. The "**Empanelment or AGREEMENT**" shall mean the agreement between the DORD and second party for the execution of the work included the Bid Document, Letter of Acceptance, agreed variations to the Bid Documents if any, Schedule of Rates and other relevant documents submitted by the Company or Agency and as accepted by the DORD.
9. "**Employee or Personnel or Human Resource**" shall mean employees of the Company or Agency that are deployed for the project.

II SCOPE OF WORK

The Scope of work shall encompass the following activities:

1. The projects are handled by the Project Investigators (herein PI) of the Institute's R&D Division. These projects are funded by various funding agencies either government or private.
2. To undertake all non technical or technical jobs like any type of office works and general routine work, lab assistance, graphic designing, paper work, technical help, lab maintenance, cleaning of special equipments, help in project work, field work, assisting students in experiments, dismantling, assembling of mechanical and civil elect etc.
3. To complete the technical and technical jobs on outsourcing mode or by deploying competent personnel on the project sites to carry out the given jobs, as per the requirements and taking necessary permission of PI, DORD, appoint, make work related to payment salaries/ wages to such person including welfare contributions, maintain records, resolving queries etc.
4. The Company or Agency shall be liable for the payment of Minimum Wages to the personnel deployed and claim the bid amount offered on monthly basis.
5. Record Keeping: The Company or Agency shall maintain all records related to the work assignment as desired by the PI/DORD from time to time duly complying with the Govt. of India, Labor Laws.

III PERSONNEL REQUIREMENT

The Company or Agency shall engage adequate staff including Office supervisor and Liaison Officer for Day-to-day management:

1. Types of personnel required on Daily and or hourly basis:

Sr. No.	Category	Wages	% of Statutory Payments / Contributions to be made	% of Company Overheads / Service Charges
	1. Technical / Scientific / Non-Technical 2. Professional / Ministerial 3. Skilled / Unskilled / Semi-skilled 4. Miscellaneous Jobs	As decided by IIT Kanpur in accordance with the Govt. of India norms	1) EPF: 2) ESI: 3) Other Taxes: (in accordance with the Govt. of India norms)	Charges payable is 5%

2. The payment shall be at the rate of minimum wages, currently in force, notified by the Regional Labour Commissioner (Central), Kanpur. In addition to this, 10.3% Service Tax shall be paid on the wage bill supplied by the company or agency as given in the Form for Expression of Interest (Bid Document) submitted by the second party (Appendix C).
3. Project Investigator will specify the number of person needed and their nature of services for completion of specified job.
4. Before hiring the employees, the company or agency shall have to obtain proper clearance from the concerned PI in terms of their suitability and credentials.

IV TERMS and CONDITIONS OF THE EMPANELMENT

1. The company or agency shall employ only trained staff with good health and sound mind, not below the age of 18 years.
2. The company or agency shall be responsible for all his employees in observing security and safety regulations and instructions as may be issued by the DORD from time to time. The company or agency shall have the exclusive right to appoint, substitute, suspend, transfer and terminate the services of any of his employees/ workman to fulfill his obligations under this agreement. However, the company or agency shall not in any capacity employ any person(s) of bad character or any person whose antecedents are not acceptable to the Institute.
3. In case of any loss of any nature on account of company or agency or his employees not following security/ safety regulations/ instructions, the company or agency shall be liable to make the loss good as determined by the DORD at its sole discretion and shall have the right to recover such losses etc. from the dues payable to the company or agency and/ or security deposit / EMD etc.
4. The company or agency shall not appoint any sub company or agency for the work assigned to him without the written permission of the Dean: Research & Development.
5. The empanelment shall be effective for period of 2 (two) years, which can be extended on mutual consent for a further period of 1 (one) more year at the same rates, terms and conditions of the empanelment , subject to reimbursement of increase in daily wages announced by the Regional Labour Commissioner (Central) from time to time. The decision of the DORD in regard to grant of extension beyond initial two years shall be final and binding.

6. The empanelment shall be on probation initially for a period of 6 (six) months. During this period the performance of the company or agency shall be observed very closely. The empanelment shall be extended for the remaining period of 1½ years (18 months) only if the performance of the company or agency is found satisfactory during the probation period. In the event of substandard performance or non-performance during the probation period, the Institute shall have the right to foreclose the empanelment and refund the Security Deposit, after deducting any dues on account of damages suffered by the Institute in whatever manner.
7. The company or agency's staff shall not be treated as the staff of IIT Kanpur for any purpose whatsoever. The company or agency 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. IIT Kanpur shall not be liable, to any penalty under relevant labour rules, enactment or related regulations for which company or agency is responsible under the law. However, if IIT Kanpur is forced to pay any cost of any nature on account of company or agency's liabilities the said cost shall be recovered from the dues payable.
8. The Second party shall be responsible for fulfilling the requirements of all statutory provisions of the applicable statutes including but not limited to the Minimum Wages Act, Payment of Wages act, Industrial Disputes Act, Gratuity Act, Contract Labour (Regulations and Abolition) Act, Workmen Compensation Act, Employee State Insurance Act and all other labour and industrial enactment at his own risk and cost in respect of all staff employed by him. IIT Kanpur 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. The company or agency shall maintain all records required to be maintained under the statutory enactment and the Dean: Research & Development and his authorized representatives shall be entitled to inspect all such records at any time.
9. The company or agency shall, at its own expense, take workman's compensation insurance and shall also obtain from their under-writer of such insurance a waiver of subrogation in favour of the DORD. The company or agency shall further, at their own expense, register claims and pursue realization of all insurance claims.
10. A synopsis of the guidelines laid down in various laws related to Contract Labour is annexed along with this agreement, for ready reference of all concerned, as **Appendix - A.**

11. The company or agency shall comply with the “Rules Governing Company or Agency and the rules of empanelment at IIT Kanpur for payment of wages and related Matters”.
12. The Company or Agency shall obtain specified license from the Regional Labour Commissioner Kanpur Govt. of India, within a reasonable time after issue of letter of Acceptance of Bid for employment of labour in excess of the specified number, as per law.
13. Whenever the empanelment is terminated or the contract is concluded and the Institute decides that the company or agency should not be allowed to provide personnel to the Office of Research & Development, the DORD shall be entitled to restrain the company or agency from entering IIT Campus.
14. Statutory deductions applicable shall be deducted from all payments made to the company or agency as per rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
15. The Company or Agency shall make his own arrangements for transportation of his employees. However the DORD may, at its discretion, issue Bus passes to the employees of the company or agency at the prevailing rates for non-institute employees.

V SECURITY DEPOSIT/ EMPANELMENT PERFORMANCE GUARANTEE:

As a performance guarantee, the company or agency shall pledge an amount of Rs. 1,00,000/- in the form of an Indemnity of Rs. 100/- in favour of the ‘Director’, Indian Institute of Technology Kanpur valid for a period of one year and renewable thereof.

VI TERMINATION:

DORD shall at any time be entitled to determine and terminate the empanelment for any reason including unsatisfactory performance or violation of the terms and conditions of the contract whatsoever. A notice in writing from the DORD to company or agency shall be served, giving 60 (sixty) days time for such termination and vacation of the premises, without assigning any reasons thereof.

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

VII TERMS OF PAYMENT:

1. The company or agency shall furnish the bill to DORD, towards the services as set out in Bid, at the end of each calendar month, which shall be paid within 10 working days from the date of receipt of the bill.
2. The monthly bills of the company or agency shall be passed only if it is accompanied by the proof of following:
 - a) Having paid due wages to all his workmen engaged on the job during the preceding month. Payment to his workmen is to be made in the presence of his authorized representative, and wage register is to be duly signed by him.
 - b) Having deposited the contributions of PF and ESI with the concerned authorities for the preceding month, as per the relevant statutes.
 - c) Occupancy Register, containing signature of the occupants duly countersigned by the Administrator in-charge.
 - d) Certificate from the Administrator in-charge regarding satisfactory performance during the period of bill.
 - e) It is understood that it is mandatory to maintain a separate register under rule 6 of the equal remuneration Rule 1976, in Form D (Rule 6) as per the proforma enclosed, which should be kept ready for inspection at any point of time.

VIII TAXES, DUTIES AND LEVIES:

All taxes (including VAT), duties, levies etc., imposed by the State, Central Government and local bodies in connection with this empanelment shall be paid by the second party / company / agency including any new tax, duty or levy which is imposed or enhanced by the Government / Local bodies and the same shall be reimbursed on production of proof of payment.

The company or agency shall be wholly responsible regarding the minimum wage payment. As and when the minimum wage rate is changed by the Government, the company or agency shall have to pay the revised rate to his workers as on that date. However, the difference in the revised wages and the wages in force on the date of submission of Bids shall be adjusted in the bills of the company or agency. The company or agency shall have his own set up including registration under the relevant laws governing the type of work he is to perform. The company or agency should possess specialized, experienced and skilled workers for executing the works stipulated in the empanelment. The company or agency 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 rules and regulations. The company or agency shall pay wages directly to the workmen without any

intervention of any labour company or agency. The company or agency shall also ensure that no amount by way of commission or otherwise is deducted from the wages of the workmen.

IX PENALTY:

For violation of any of the provisions of the empanelment and/ or poor and unsatisfactory, penalty shall be imposed at the rate of **Rs. 1000.00 per week per each area of work**. The penalty shall be imposed by DORD and the decision of the DORD shall be final and binding on the company or agency. If there is any loss of property from the area within the control of the company or agency, then it will be recoverable from the company or agency's monthly bill. No person will be permitted to stay without specific authority of the DORD. In case any such person is found, it may levied penalty up-to Rs.5000/- per person or as deemed fit by the DORD.

X REGARDING CONTRACT LABOUR:

The Company or Agency shall be solely responsible as regards to salary/ wages and service condition and the wages paid by the company or agency to their employees/ workmen 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 and in force from time to time. The company or agency should implement the Govt. directives on reservation in respect of SC/ ST candidates, in matters of employment, if any.

The company or agency shall obtain the labour license from the Regional Labour Commissioner (Central) Kanpur and furnish a copy to the DORD within the stipulated time. The company or agency shall deduct the EPF contribution and Deposit the same in the office of Provident Fund Commissioner as per the guidelines enunciated in the relevant statutes. He has also to obtain EPF code number for depositing the money. He should submit the EPF code no. to the DORD within a reasonable time. Employees of the company or agency shall carry personal Identity Cards at all times. The cards shall be issued by the DORD against payment of Rs.50/- per card. Passport size photograph of each employee shall be furnished by the company or agency in duplicate to the Dean: Research & Development within a month. All Identity Cards/ Gate passes issued by the DORD shall be surrendered to Security Section immediately after the expiry/ termination of the empanelment. Final payment shall be settled only after submitting clearance from security section. Loss of cards shall be promptly reported to the Security Section.

1. All the disputes between the parties shall be referred for arbitration to a person appointed by the Director, IIT Kanpur whose decision shall be final and binding upon the parties. The place of Arbitration shall be Kanpur. The Indian laws shall be applicable to the arbitration.

2. Notwithstanding anything contrary herein, for all purposes DORD shall be responsible authority and IIT Kanpur shall not be held liable for any acts committed under this agreement. The second party undertakes to render IIT Kanpur free from any kind of liability and any consequences resulting out of this present agreement.

IN WITNESS WHEREOF the parties have executed this agreement effective as of the date first written above.

FOR & on behalf of
Dean, (R&D)
Signature:
Name:
Designation: DORD
Seal:

FOR & on behalf of
Agency
Signature:
Name:
Designation:
Seal:

Witness (Signature, name & Address)

Witness (Signature, name & Address)

1. _____

1. _____

2. _____

2. _____

Date:.....

Date: