

Invitation to Bid

No.(IITK/DOSA/HO/01/2018)

The Indian Institute of Technology Kanpur (IIT Kanpur) invites sealed Bids ("Technical & Financial") from eligible agencies for providing services in the front office of halls with such terms and conditions as provided in the "Bid Documents". The Bidding Documents have two parts:

- Section I: Instructions to Bidders and various bidding formats
Section II: Terms and Conditions along with draft agreement

Bid document is available at www.iitk.ac.in/dosa/tenders.html or www.iitk.ac.in/new/tenders-notice where from the same can be downloaded.

Last date for submission of filled in tender document is 08/06/2018, 15:00 hours. The bids should be submitted duly addressed to Associate Dean (Hall Affairs), Office of Students Affairs, IIT Kanpur, Kanpur 208016, UP.

The IIT Kanpur reserves the right to accept or reject any Bid, in whole or in part and to avail or to suspend the bidding process and reject all Bids at any time and without reason prior to award, without thereby incurring any liability to the affected Bidder or Bidders.

All queries should be addressed in writing to Associate Dean (Hall Affairs), IIT Kanpur, Kanpur-208016, Fax-0512-2590062 Email-adha@iitk.ac.in. Telephone calls or personal visits are strictly banned and any attempt as such may lead to disqualification of the bidder(s).


Dean, Students' Affairs 15.5.18



INDIAN INSTITUTE OF TECHNOLOGY, KANPUR
OFFICE OF THE DEAN OF STUDNETS' AFFAIRS, IIT KANPUR
KANPUR-208016, UP

Section-I

Instructions & Guidelines for Submission of Bids

1) Background

Indian Institute of Technology (IIT) Kanpur (hereinafter referred to as the Institute) is an Institute of national importance established as a body corporate under the provision of the Institutes of Technology Act 1961 for imparting higher education to students and scholars staying in various Hostels {hereinafter referred to as the Hall(s)}. The administration of each Hall rests with the Warden-in Charge and other Wardens as nominated by the Director of the Institute from time to time. There is also a Hall Executive Committee (hereinafter referred to as the HEC) in each Hall that assists the Wardens in day to day administration of the Hall. The support service for running the Hall is provided by front office of the respective Hall. Each Hall also provides some facilities like messing, music room, reading room, computer room, guest room etc. to its residents. Generally, the strength of the residents in each Hall remains in between 350 to 600 during the academic year.

2) Scope of Work

The Contract is essentially for providing manpower services in front offices of Halls by deploying Managers and Accountants (Semi-skilled category) in the 14 halls of the Institute. The Scope of Work is broadly but not extensively described here as under;

- a. To look after activities related to Hall offices.
- b. To coordinate with the Hall Executive Committee and Wardens for smooth functioning of the Hall.
- c. To assist the wardens during room allocation.
- d. To coordinate with the Institute Works Department for Hall maintenance.
- e. To assist in all financial matters related to Hall activities including receiving payments and others dues and depositing the same in banks plus bank accounting).
- f. To process the payment of the bills of creditors and preparing of payments through cheques/bank transfer.
- g. To provide no-dues to the students and refund of their caution money/security deposits.
- h. To maintain all books of accounts of the Halls both manually as well as under Tally ERP or any other accounting software supplied by IIT Kanpur on accrual basis and updating it from time to time immediately after each financial transaction.
- i. To maintain and update all records and registers of the Halls.
- j. To verify and maintain the stock inventory.
- k. To liaise with the mess service provider and mess secretary for timely display of the mess bill of the students and collection of the mess dues from the students.
- l. To prepare the bank reconciliation statement of the Halls.
- m. To prepare annual accounts (balance sheet, income & expenditure and receipt & payment) of the Halls. The yearly account (from Apr. 01. till Mar. 31) shall be required to be compiled by 31st May of the year.
- n. To assist the external/internal auditors during the conduct of annual audit and routine audit.
- o. To safely upkeep all records and documents of the Hall and to hand over all the documents to the Wardens or their authorized persons after completion of the contract.
- p. To attend any other work(s) assigned by the wardens from time to time for smooth functioning of the Hall.
- q. The front office has its own infrastructure and the service provider shall accordingly have to manage the work as defined in the scope of the work with the available infrastructure as aforesaid.

3) Eligibility criteria for the bidder

- a. The bidder must be a registered Chartered Accountancy firm having a continuous experience of minimum 10 years supported by a certificate from the Institute of Chartered accountants of India to that effect.
- b. The bidder must have a minimum of 3 years' experience in providing the services i.e., maintaining of the accounts of any Government establishment/public sector undertaking/Autonomous bodies/ Educational institute of national repute or 5 years' experience in conducting audit of the above establishments/Institute. Educational institute of national repute means any educational institute set up by Government of India or the State Government or local bodies.
- c. The bidder should be competent to comply with all the legal obligations connected with the contract.
- d. Average annual financial turnover of the bidder should be at least Rs. 30 (Thirty) Lac(s) during the last 3 (three) preceding years i.e. 2014-15, 2015-16, 2016-17. Certified copies of the audited financial statements in support of the turn over should be attached with the bid.
- e. The bidder must be registered under the Goods & Service Tax Act and, Income Tax Act.
- f. The bidder must have registrations/code no. from Kanpur offices of the EPF and ESI departments, if applicable. However, in case of not being so, the successful bidder to whom the contract is finally awarded, shall within a reasonable time but not exceeding 30 days after award of the contract, obtain the said code number as above.
- g. A bidder shall not be eligible to participate in this bidding or in the performance of the contract under consideration if such bidder:
 - is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulation;
 - has been convicted of an offense concerning its professional conduct by a judgement pronounced by any court of law/ tribunal authority.
 - has been subject of judgement which has the force of res judicata for fraud, corruption, involvement in criminal activities in an organization or any other illegal activity detrimental to the financial interest of the IIT Kanpur;
 - is guilty of misrepresentation of the information, required as a condition before participating in the instant bidding or fails to supply such an information;
 - is subject to a conflict of interest;
 - has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract.

4) Bidder's responsibilities

- a. The Bidder is expected to examine all instructions, forms, terms & conditions, and other specifications mentioned in the Bidding Document. Failure to furnish all information required under the Bidding Document or to submit the Bid substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- b. The Bidder shall bear all costs associated with the contract including the cost relating to the preparation of bid. The IIT Kanpur will in no case be responsible or liable for such costs, regardless of the conduct or outcome of the Bidding process. Bidders must familiarize themselves with the local conditions and take them into account in assignment and all technical requirements before preparation of the bid.
- c. The service provider shall be liable to engage one front office manager in each Hall to manage the day to day activities of the Hall and five accountants to do the entire accounting works including other works as aforesaid of all the Halls. The service provider shall be over all responsible for timely and efficient execution and completion of whole of the above described work. The staff engaged by the service provider, therefore, must have the adequate knowledge and experience to handle the job.



5) Earnest Money Deposit (EMD)

The bidder must furnish along with its bid an EMD of Rs. 50,000/- (Fifty Thousand only) through bank draft favouring "Dean's Capital Fund, IIT Kanpur" payable at Kanpur. The EMD should be attached with the technical bid. Any bid not accompanied with the EMD shall be summarily rejected. The EMD must be valid for a period of 90 days and the EMD of unsuccessful bidders shall be refunded without interest 30 days after finalization of the bids on application made by the unsuccessful bidder(s) in this behalf. However, the EMD of successful bidder with whom the agreement for providing the required services is finally signed, may be retained till the signing of the agreement as well as submission of the performance guarantee. The EMD may be forfeited if IIT Kanpur determines, on the basis of objectively verifiable evidence that such Bidder has provided materially false or misleading information to IIT Kanpur, or if the bidder withdraws its Bid in the given time limit.

6) Submission of bids

- a. The bid document also contains certain forms for bidding i.e. Form-1 (Bid submission Form), Form-2 (Technical Bid consisting of Form-2 which is in to two parts i.e. Part-1 & Part-2) while Form-3 is the Financial Bid form. Technical and Financial Bids are to be separately submitted in different sealed envelopes. The bidder shall take proper care while filling up the bid forms and it should be duly typed or written in legible hand writing. Over writings, corrections or cuttings in the bid documents should be avoided. In case, there is any correction, the same shall be initialed by the bidder.
- b. All pages of the bid document including the bid forms shall be signed under by the competent/authorized person on behalf of the bidder.
- c. Only one bid shall be submitted by one bidder, no correction/ modification/ substitution of the bid after submission is allowed unless permitted by the IIT Kanpur.
- d. The technical bid and financial bid both should be in separate sealed envelopes. The envelope containing the technical bids should be super scribed in capital letters "TECHNICAL BID FOR FRONT OFFICE OF HALL OF IITK-TENDER NOTICE NO-01/2018" and the envelope containing the financial bid should be super scribed "FINANCIAL BID FOR FRONT OFFICE OF HALLS OF IITK - TENDER NOTICE NO - 01/2018". Both the bids i.e. the Technical & the Financial bids should thereafter be put in a larger sealed envelope duly super scribed "Technical & Financial Bids for Front Office of Halls of IITK-Tender Notice No. -01/2018" and should be addressed to Associate Dean, Hall Affairs, Office of the Students' Affairs, Indian Institute of Technology Kanpur-208016.
- e. The bidder shall take proper care while preparing the bid.
- f. The bid document complete in all respects must be submitted latest by **15.00 P.M. on 08/06/2018** in the office of the Associate Dean, Hall Affairs, Office of the Students' Affairs, IIT Kanpur-208016 whether by hand or through courier or speed post. Any bids received beyond the aforesaid time and date shall not be accepted and be summarily rejected. No excuses, whatsoever, like the bid is in transit or there is postal delay etc., shall be accepted.
- g. Out of the bids so received, only technical bids shall be opened first on the same day at **04.00 P.M.** in the Office of the students' Affairs, IIT Kanpur-208016 in the presence of the authorized representatives of the bidders, if any.
- h. At any time, prior to the date of submission of bids, the Institute may, for any reasons, whether on its own or in response to some clarification requested by a prospective Bidder, may modify the bid. The modification shall be displayed in the webpage of the Institute where the tender documents are displayed. The Bidders, as such, are requested to constantly check the Institute webpage www.iitk.ac.in/dosa for any updations.
- i. Efforts on the part of the bidders or their agents to exercise influence or pressurize the institute for its bid shall result in rejection of bid. Canvassing in any kind is strictly prohibited.
- j. The bids shall be submitted along with the letter of Transmittal in Form-I

7) Other Instructions

- a. The bidder should read the bid document carefully to satisfy that they have the necessary qualification, experience and expertise to handle the job assigned under this contact.

- b. The bidder shall depute only the qualified persons for executing the contract successfully.
- c. The bid document should be complete in all respects and each and every page of the same along with all attachments should be signed and stamped by the competent person signing on behalf of the bidder.
- d. If the space for any information to be provided in the bid against any column(s) is found to be insufficient, the same may be provided in a separate sheet duly attached with the bid.
- e. The successful bidder, to whom acceptance of its bid has been finally communicated, shall furnish in its name a non-judicial stamp paper of Rs. 100/- for signing of the agreement/contact.
- f. The successful bidder shall be awarded contract at the price quoted by the bidder for an initial period of one year which can be extended for further period on mutually agreed terms.
- g. The language for the filling of bid documents shall be English and the bidding price shall be in INR.
- h. The Contractor shall in carrying out the contract, be responsible for strict compliance of all statutory provisions of different labour laws and other enactments, Statutes, Rules, Regulations and orders of the Competent Authorities including the Acts like the Employees Compensation Act, 1923; Payment of Wages Act, 1936; Payment of Bonus Act, 1965; EPF & MP Act, 1952; Payment of Gratuity Act, 1972; Minimum Wages Act, 1948; ESI Act, 1948; Equal Remuneration Act, 1976 etc., as may be applicable from time to time. The liability of Bonus or Gratuity, if at all applicable, shall be entirely of the Service Provider and the Institute shall have no concern, whatsoever, with the same.
- i. The Manager and Accountants, deployed by the Agency, shall not be paid wages less than the prescribed minimum wages (applicable for semi-skilled Labour), declared by the Ministry of Labour and Employment or Chief Labour Commissioner from time to time as per the Minimum Wages Act and proof regarding payment must be attached along with the Bill, submitted by the contractor for payment.
- j. The contractor shall be responsible to maintain and ensure the upkeep of all registers and records, submission of time bound returns/intimations to the concerned departments relating to the contract and/or work assigned and manpower deployed, as may be desired by the Institute authorities and/or under various Acts, Statutes, Government and other lawful forums/authorities or Institute orders etc. All such records and returns etc shall have to be produced by the Contractor before the Institute Authorities, whenever asked for.
- k. The bidders, if they require, can visit the office of Hall-12 in any working day between 11.00 AM to 12.30PM. The costs of visiting the site and preparation of bid shall be bidders' own expense and knowledge.
- l. The selected agency shall have to sign an agreement before commencement of the work. A draft agreement is given at Section-II along with the Terms and Conditions of the contract. The agreement may be modified, if required, at the time of signing.
- m. The validity of bid shall be for a minimum period of 90 days from last date of submission of bid which, however, can be extended on mutual consent.
- n. The successful bidder shall be liable to deposit a sum of Rs. 4,00,000/- (Four Lakh only) as security deposit towards performance guarantee in shape of Fixed Deposits for one year on any nationalized banks favouring "Dean's Capital Fund" duly payable at Kanpur.

8) **Bid Finalization Process**

All bids received within the stipulated period shall be opened at the date and time specified at point no-11 before the representatives of the bidders' present. The technical bid shall be opened first. Later on, the technical bid shall be scrutinized by a committee constituted for this purpose. The committee, if required, may call the shortlisted bidders for interaction/presentation/discussion. The Financial bid shall be opened only if the technical bid is found to be in order and complete in all respects. The list of the technically qualified bidders will be displayed on the website www.iitk.ac.in/dosa. The bidder will be responsible for all costs associated with the attendance of their agency as may be required during the tender assessment phase for the purpose of discussion or negotiations with the IIT Kanpur. The decision of the committee in selection of service provider shall be final and binding. The Institute may select the service provider for front office management of halls on the basis of offer which has been found technically and financially acceptable.

9) Institute's discretion to reject the bids

The Institute reserves the right to accept or reject any or all bids at any time prior to award of the contract without assigning any reasons, whatsoever and without thereby incurring any liability to the affected bidder or bidders against Institute's such action. For any of the above actions, the institute shall neither be liable for any damages, nor be under any obligation to inform the bidders the grounds for the same.

10) Institute's discretion to negotiate the rates offered in the bid

The IIT Kanpur reserves the right to conduct post tender negotiations with one or more selected bidders regarding any aspect of the contract.

11) Bid Schedule

Sl. No		
1	Date of uploading	15/05/2018
2	Last date and time of submission of bids	15.00 hours on 08/06/2018
3	Date and Time of opening of technical bids	16.00 hours of 08/06/2018
4	Date and Time of opening of Financial bids	To be intimated later through web page www.iitk.ac.in/dosa
5	Place where bids are to be submitted and opened	Office of Student's Affairs, IIT Kanpur, Kanpur-208016

IITK/DOSA/HQ/01/2018/5



Letter of Transmittal

Reference No :

Date :

To: Indian Institute of Technology Kanpur (IITK)

Having examined the tender notice No _____ we, the undersigned, hereby offer to supply the requisite manpower and deliver the services in conformity with the said bidding document.

We are attaching herewith the Technical Bid in Form-2 in one sealed envelope and the Financial Bid in Form-3 in another sealed envelope duly signed and stamped. Copies of Bid document in Section-I and Section-II signed by us are also submitted along with this letter of transmittal.

We accept and agree that the terms and conditions of contract contained in the Bidding Document, will apply entirety to the contract resulting from this bidding exercise.

We understand that IIT Kanpur is not bound to accept the lowest or any Bid, it may receive.

We also agree that the decision of the IIT Kanpur with regard to the selection of the service provider through this bidding process shall be final and binding on us.

We certify that all information provided by us is true and correct to the best of our knowledge and belief. If any information is found to be false, incorrect or misleading, the work/contract, if awarded, may be terminated forthwith without assigning any reasons and my firm shall be permanently debarred from rendering any service to the Institute.

(Signature of the Bidder)

Seal



TECHNICAL BIDFOR PROVIDING OPERATIONAL SERVICES IN FRONT OFFICE OF THE HALLS OF IIT KANPUR

1	Name of the bidder	
2	Address of registered/corporate office	
3	Name of the proprietor/partners/directors and their residential and official address, mobile no. and email id.	
4	Contact details (telephone/mobile number(s), email address).	
5	Registration number and date of registration of firm	
6	PAN No.	
7	GSTIN No	
8	EPF registration number and date of registration	
9	ESI registration number and date of registration	
10	No of staff working in our firm	
11	Turnover in Lakhs of Rupees (please attach the audited copy of the accounts statements and also copy of the income tax return to support the annual turnover as mentioned below)	
	(a) Financial year 2014-15	
	(b) Financial year 2015-16	
	(c) Financial year 2016-17	
12	Years of relevant experience with brief details	Details may be given in Part-2 of Form-2
13	EMD of Rs. 50,000.00	DD No. Date Name of the Bank-
14	Names addresses and contact details of two persons/firms which may be contacted by the Institute for reference	
	a.	
	b.	
15	Any other information the bidder wants to provide	Please attached a separate sheet

(Authorized Signatory)

For Bidder Firm

Sign and seal

Date :

Enclosures - Total No-

1.

2.

3.

4.



Technical Bid

Form-2 (Part-2)

Details of work experience

Name of the Agency:-

[illegible]

Date:

(Authorized Signatory)
For Bidder Firm

[Signature]

Financial Bid

FOR PROVIDING VARIOUS SERVICES IN FRONT OFFICE OF THE HALLS OF IIT KANPUR

1. Name of the Bidding Firm :
2. Service charges (per month in Rupees for all the Halls):-

		Amount (Rs.)
1. Manpower Cost	For 14 Front Office Managers and 5 Accountant @ *Rs 612/- per man per day	
2. Over head cost of the service provider%	
3. Any other cost (Please Specify)		
4. Total (1-3)		
5. EPF, if any		
6. ESI, if any		
7. Grand Total service charges per month (4+5+6)		
8. Total Service Charges per month in words		

* The daily wages rates are based on the existing rates of minimum wages in force for semi-skilled, i.e., on 01/04/2018. Rate of minimum wages shall subject to revision from time to time under the provisions of Minimum Wages Act. 1948 and communicated by the Ministry of Labour and Employment, Govt. of India, to the Institute.

Date:-

(Authorized Signatory)
For the Bidder Firm



Section-II

Draft of agreement to be signed with the service provider

AGREEMENT FOR MANAGEMENT OF FRONT OFFICE OF HALLS OF RESIDENCE OF IIT KANPUR

THIS AGREEMENT has been made on this the day of month of (year) at IIT Kanpur .

BETWEEN

Indian institute of technology Kanpur (herinafter referred to as the Institute) incorporated as body of corporate under the Institute of Technology Act, 1961, through its Director (represented by Dean of Students' Affairs)

AND

M/shaving it's office at(hereinafter referred to as the Service Provider) which expression shall include his/their respective heirs, executor, administrators and assigns), represented by Shri/Smt./Km....., its.....

AND whereas, the Institute is desirous to run the front office of its halls of residence on outsourced mode through competent agencies and for which the Institute had invited bids from the eligible service providers.

AND whereas, the bid of M/shas after due process been accepted by the Institute and accordingly the letter of acceptance dated..... from the above service provider has been received in response to the Institute's offer letter dated.....

AND whereas, the above-mentioned service provider has well understood the terms and conditions of the entire tender document and the terms and conditions, other specifications as well as the scope of work to be done, as set out in the General Conditions of the Contract.

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

AND whereas, the Service Provider has deposited a sum of Rs. 4,00,000/- (Four Lakh only) as security in the shape of Fixed Deposit vide FDR No. atdrawn onbank for a minimum period of one year from the date of the signing of agreement towards performance guarantee.

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 conditions, 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 the terms and conditions of the Contract and to the satisfaction of the Institute; the Service Provider shall be liable to be penalized as per provisions of the Contract.
4. The tender document along with all annexure thereto i.e. Section-I, Section-II, Letter of Offer dated issued by the Institute and letter of acceptance dated.....submitted by the firm shall be read and construed as 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 under such conditions contained.

5. The duration of the contract shall initially be for one year from the date of commencement of the work i.e from 00/00/2018 which shall be subject to further extensions to such period(s) as may be agreed upon mutually between the parties.
6. 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 on the day and the year herein above written.

On behalf of IITK
Dean, Students' Affairs

On behalf of Service Provider

In the presence of:

1.
(Name & Signature)

2.
(Name & Signature)



**GENERAL CONDITIONS OF THE CONTRACT FOR PROVIDING OPERATIONAL SERVICES FOR MANAGEMENT
OF FRONT OFFICES OF THE HALLS OF RESIDENCE OF INDIAN INSTITUTE OF TECHNOLOGY KANPUR**

ARTICLE-1

Definition of terms

In this Contract, the following words and expressions shall have the meaning 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 the terms and conditions mentioned here after.
- 1.2 The "**Service Provider**" shall mean the person or persons, the firm or company whose application for execution of work has been accepted by the Institute and includes the Service Provider's legal representatives, its successors and permitted assigns.
- 1.3 The "**Hall of Residence**" herein after referred as Hall, shall mean the Halls of Residence i.e. the hostels situated inside the Campus of the Institute with an exclusive and fully secured premises to provide accommodation and other ancillary services to the students.
- 1.4 The "**Warden In-charge**" shall mean the person(s) nominated by the Director of the Institute from time-to-time as Warden-In-charge and warden of the concerned Hall of Residence and shall include those who are expressly authorized by the director to act on his/her behalf, for operation of this Contract and supervision of work. The Warden-in-charge/Warden or such representative(s) shall have the power to exercise all the responsibilities provided in 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 assigns.
- 1.6 The "**Hostel Executive Committee (HEC)**" shall mean a committee of elected residents and Hostel administration which will be authorized to regulate the activities of Halls on day-to-day basis.
- 1.7 The "**Work**" shall mean and include all works to be executed, services and activities performed by the Service Provider in accordance with the Contract.
- 1.8 The Front Office of the Hall of residence means the office of the Hall through which various services are rendered to the students residing in that hostel.

ARTICLE-2

Description of Halls of Residence

- 2.1 The Halls residence are hostels comprising of rooms for residents with a centrally located dining facility, administrative block, canteen, shops etc and is fully accessible for transport. At present there are 14 hostels which provided accommodation to nearly 6700 students. The student strength per hostel ranges from 350 to 650. This number is subject to change when a new hostel is added or old hostel is put under renovation.



- 2.2 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.
- 2.3 The Hostel is under the administrative control of Warden in-charge and other Wardens who exercise overall control on all activities related to the Hostel.
- 2.4 The front office in each Hall provides services to the students and assists Wardens in management of the Hall.
- 2.5 The front offices of Halls work from Monday to Saturday, the timing being 10.00AM to 6.30PM with lunch break from 1.30PM to 2.00PM. Sunday is the weekly off. Front offices are also closed on all gazetted holidays declared by the Institute. But during registration period, hall offices remain opened.

ARTICLE-3

Scope of work

The Contract is essentially for providing services in front office of the twelve Halls. The Scope of Work is broadly but not extensively described in clause-2 of Section-1.

ARTICLE-4

Deployment of personnel

- 4.1 The Service provider shall arrange for deploying one front office manager in each hall and five accountants who will work for all the halls. Total number of halls at present is 14. The service provider shall, therefore, engage 14 front office managers and 5 accountants for all the 14 halls. The front office manager shall be over all in-charge of the front office of the hall and be responsible for smooth functioning of the hall. The accountant shall be responsible for managing and maintaining the accounts of the halls both manually and by Tally ERP on accrual basis. However, the service provider shall have the ultimate responsibility for overall performance of the entire works as defined in the scope of work.
- 4.2 The deployment of the managers and accountants as aforesaid would be for 14 halls functioning at present which may, however, be changed subsequently if any need arises in future due to opening of any new Hall or closure of any of the existing halls. The service charges shall be modified accordingly as per the requirement of additional manpower or reduction of manpower including the cost of manpower offered in the financial bid.
- 4.3 The manpower so engaged by the service provider for attending the various works of the hall must be well qualified to handle the job. The front office manager must be a graduate in any discipline with adequate knowledge of independently handling the office work. The accountant must be a commerce graduate with sound knowledge and experience in maintaining the accounts. They must possess good moral character and working knowledge on computer.
- 4.4 The Service Provider shall have the absolute right to appoint, deploy, supervise and exercise full control over its all employees/workmen and to transfer, suspend, terminate, dismiss and to take appropriate disciplinary actions against them to fulfill its obligations under this agreement, for which he is supposed to follow the established norms, the due process and take action in accordance with the provisions and procedures laid down in various Labour Laws. The Service Provider shall in no case deploy in any capacity, any person(s) of bad character or person(s) whose antecedents are not acceptable to the Institute.
- 4.5 The Service Provider shall ensure that the hall offices are manned on all working days. If any front office manager/accountant has to undergo on leave for any reasons, whatsoever, necessary intimation along with a proper substitute shall be placed in the hall during his/her leave or the intervening period so that the routine work is not hampered.
- 4.6 The Service Provider's staff shall not be treated as the Institute's staff for any purposes and its staff shall have no claim for employment or absorption etc by the Institute under any circumstances, whatsoever.



- 4.7 The Institute shall stand absolutely indemnified from any liability, financial or otherwise, in all respects and for non-compliance of any of the obligations on the part of the Service Provider under any law/orders of Competent Authority or for matters concerning service related issues of its employee(s)/workers deployed at the Institute under the contract. However, if the Institute has to suffer any loss or the Institute is forced to pay any costs/damages of any nature, whatsoever, including loss/damage to its assets/properties/equipment etc. on account of non-fulfillment of Service Provider's obligations or because of its employees/workers on any count, the service Provider shall be liable to make good the loss as determined by the Institute at its sole discretion. The Institute shall have the right to recover such losses, etc, from the dues payable to the Service Provider and/or from its security deposit, etc. However, if any shortfall is caused as such, to the amount of security deposit, the same shall be made good within 15 days from the date of notice issued in this behalf by the Institute. The Institute shall not be liable to any penalty under relevant labour laws, enactments or related regulations for which the Service Provider is responsible/liable under the law.
- 4.8 It will be the onus of the service provider to ensure that its staff be paid wages as prescribed under law and any future dispute arising between the service provider and its employee shall be dealt by the service provider without any liability on IIT KANPUR.
- 4.9 The Service Provider shall make each and every payment to its workmen either through account payee cheque or by directly crediting it to their respective bank accounts and through no other mode. Non-compliance of the same would be deemed to be a serious violation which may lead to the termination of the contract. The workmen must not be paid less than the amount prescribed as per the notification issued by the Ministry of Labour and Employment, Govt. of India or Dy Chief Labour Commissioner (Central).
- 4.10 The Service Provider shall ensure payment of wages to its employees for every month latest by 10th of the following month irrespective of the fact whether it has been paid to the Service Provider by the Institute or not.
- 4.11 The Service Provider shall ensure issuance of ID cards to its employees and the same shall be made available by the employee concerned to the authorities/ security personnel of the Institute, as and when asked for.
- 4.12 The Institute reserves the right to check the attendance of the personnel engaged by the service provider and in case of any default in this regard or the facts being otherwise than on records, the service provider shall be liable for adequate action including and imposition of penalty at the discretion of the Institute.

ARTICLE-5

Service Provider's Staff and its conduct

- 5.1 The Service Provider shall be responsible for proper behaviour of its entire staff deployed at the Institute. 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 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 other grounds whatsoever. The decision of the Warden in-charge/Warden on any matter arising under this clause shall be final.
- 5.2 In case of any misconduct or misbehaviour or non-adherence to Institute norms including security/safety regulations by any of the employees of the service provider or any of them is in the opinion of the Warden in-charge/Warden deemed to be insufficiently qualified/experienced or negligent/incompetent in duties/performance or undesirable for administrative reasons, the Warden in-charge/Warden shall have the right to ask the Service Provider to remove/retrain/not to deploy/not to allow the entry in its premises of such employee(s) and the contractor shall be bound to follow the same.
- 5.3 The Service Provider shall be responsible for its employees in observing all security and safety regulations besides other instructions as may be issued by the Institute from time to time.



ARTICLE-6

Compliance of Statutory Provisions, Labour Laws and Other Instructions.

- 6.1 The Service Provider shall have his own code numbers/registration form the EPF and ESI departments at Kanpur. However, if the service provider has got its registration/code numbers from the offices other than at Kanpur, it shall within 15 days from the date of award of the contract, shall ensure obtaining the same from Kanpur offices of the aforesaid department.
- 6.2 The Service Provider shall be responsible for fulfilling the requirement of all statutory provisions of various enactments, Statutes, Regulations and orders of the competent authorities including the provisions of Minimum Wages Act, Employees Provident Fund (Mis. provisions Act, Gratuity Act, etc. at his own risk and cost. The Service Provider shall be liable for maintaining all the records, submission of time bound returns and display of notice etc as provided in different enactments etc. submission of time bound returns and display of notices etc as provided in different enactments etc. The Institute shall stand indemnified for any actions brought against it for any violation/non-compliance of any of the provisions of any of the Acts, etc. Further, the Institute may at its discretion immediately terminate the contract for non-compliance or violation of any of the provisions of any of the Acts.
- 6.3 The Service Provider shall be liable to deduct and genuinely deposit the EPF and ESI contributions within the stipulated time/date further with the required return, the proof of which shall entitle the service provider to claim the reimbursement as per the provisions of the contract.
- 6.4 The Service Provider shall be bound to comply and ensure compliance unto itself and by its staff/workers of the orders/ instructions issued and made applicable by the Institute from time to time for its premises and other disciplinary matters, and regularly submit the proof and compliance to the Institute.

ARTICLE-7

Accident or Injury to service provider's staff:

- 7.1 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 persons 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 damages and compensation, whatsoever, in respect or in relation thereto. In case of any liability, if for any reason is fastened against the Institute, the Institute shall be entitled to recover the same from the service provider.

ARTICLE-8

Rates of Service charges and terms of payment

- 8.1 The Institute shall pay the service charges to service provider at the following rate :-
For management of front office of 14 Halls Rs.....(Rupees.....)
Per month. Above service charge is inclusive of all charges and only GST and employer's share of EPF and ESI, shall be charged extra. If any other statutory charges and taxes are required to be paid in future, the same shall be borne by the service provider. The service provider shall have to submit a copy of the ESI and EPF deposit challan along with list of the employees to get the reimbursement of the EPF/ESI amount.
- 8.2 The aforementioned wages rates of the workers/employees of the service provider shall be revised in accordance with the notification of Ministry of Labour and Employment, Govt. of India or Chief Labour Commissioner.



- 8.3 The Quality of performance related to the work as specified in Article-3 is the essence of the Contract. The service provider shall take due care for providing its services and in the event of failure to perform as per the terms and conditions of the Contract, the Institute may impose penalty at the rate of 5% of the monthly service charges per day for the entire delayed period for any delay in providing timely service. It shall be the responsibility of the service provider to complete the works on day to day basis without any backlog.
- 8.4 The Service Providers shall submit bills for the service charges for each month to the Dean of Students Affairs and the bill shall as far as possible, be paid within 15 days of submission provided that the bill is in order. The service provider's bill shall be kept pending if any complain is received from Warden-in-Charge of halls till the matter is settled.
- 8.5 Statutory deduction like TDS on income tax and GST shall be deducted from the payable amount as per rules.

ARTICLE-9

Security Deposit

- 9.1 The Service Provider shall have to deposit Rs. 4,00,000/- (Rupees Four Lakhs Only) by Fixed Deposit on any nationalized bank favouring deans Capital Fund, IIT Kanpur, as security deposit towards performance guarantee against successful execution of this contract. The fixed deposit shall be for a minimum period of one year from the date of commencement of the service. The term of the Fixed Deposit shall be extended on completion of one year or the extended term of the contract and further till the submission of No-Dues after completion of the contract.
- 9.2 The Institute shall have an unqualified option to encash the security deposit 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.
- 9.3 The Security Deposit shall be refunded to the Service Provider after adjusting penalty and other dues/liabilities, if any, after 120 (one hundred twenty) days of the expiry of the Contract or within 30 (thirty) days from the date of the issue of the "No Dues Certificate" from the Warden in-Charge/Warden of the Halls whichever is later subject to the fulfilment of all Contractual obligations by the Service Provider.
- 9.4 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 become due/payable to the Service Provider on any account whatsoever and in the event of his security deposit being reduced/caused due to such reason, the Service Provider shall within 10 (ten) days after information being given by the Institute in this behalf, make good such shortfall through another bank draft valid for period as aforesaid.

ARTICLE-10

Interpretation of Contract Documents:

- 10.1 Several documents forming the contract are to be as mutually explanatory. However, should there be any discrepancy, inconsistency, error or commission in the contract, the matter may be referred to the Dean of Students' Affairs whose decision shall be final and conclusive in this regard.
- 10.2 All services shall satisfy the high standards befitting the reputation of the Institute.
- 10.3 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 Warden in-Charges and wardens of the Halls may give direction from time to time for smooth management of Halls.
- 10.4 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 it from any risks or liabilities or from entire responsibility for completion of the work at the scheduled rates and time in strict adherence with the Contract documents.



- 10.5 No verbal agreement or inference from conversation with any officer or employee of the Institute before, during or after the execution of the agreement shall in any way effect or modify any of the terms/obligations contained herein.

ARTICLE-11

Damage to property

- 11.1 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. The service provider, if such loss or damage is due to fault and /or the negligence or wilful acts or omission of the Service Provider, its employees, agents, representatives or sub-Service Providers, shall make good the loss as assessed by the Warden in-charge/Warden.

ARTICLE-12

Sub-letting of Works

- 12.1 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 until and unless consented to by the Institute.

ARTICLE-13

Termination of Contract

- 13.1 The Institute shall any time be entitled to determine and terminate the Contract for any reason including unsatisfactory performance or violation of 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 without assigning any reason thereof. Under exceptional circumstances, this 30 days period may be appropriately reduced.
- 13.2 If all or any part of 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 its obligations imposed by the Contract with respect to the work performed by them prior to such termination.

ARTICLE-14

Force Majeure:

- 14.1 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 regulation of the Government of India or any of its authorized agencies.
- 14.2 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.
- 14.3 The time for performance of 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.
- 14.4 If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the opinion 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.



ARTICLE-15

Completion of Contract

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

ARTICLE-16

Completion Certificate/No Dues Certificate

16.1 When the Service Provider fulfils his obligations under the Contract, he shall be eligible to apply for a Completion/No Dues Certificates in respect of the work from all halls. The Warden in-charge/Warden shall normally issue to the Service Provider the completion certificate/ no dues certificate within 1 (one) month of receiving an application from it 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, shall be eligible to present the final claim under the terms of the Contract.

ARTICLE-17

Arbitration

- 17.1 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 who shall adjudicate the dispute as per the provisions of Arbitration and Conciliation Act, 1996. The award given by the Arbitrator so appointed shall be binding on the parties.
- 17.2 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.
- 17.3 It is a term of the Contract that the part invoking arbitration shall specify all disputes to be referred to arbitration at the time of the invocation of arbitration the clause.
- 17.4 It is a term of the Contract that the cost of arbitration shall be borne by the parties themselves.
- 17.5 The venue of arbitration shall be at Kanpur.
- 17.6 Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996 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.

ARTICLE-18

Jurisdiction

18.1 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 only, shall have the sole jurisdiction to here and decide such actions and proceedings.

ARTICLE-19

General Rules

19.1 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.