

**INFORMATION
SHEET**

Tender Number and date	IIT/DoSA/HALLMESS /01/2022 dated 17.01.2022
Obtaining the bid document	Tender Document can be downloaded from the Central Public Procurement Portal (https://eprocure.gov.in/eprocure/app.)
Earnest Money Deposit (EMD)	Rs.50,000/- by DD in favour of Hall Affairs, IIT Kanpur, payable at Kanpur.
Pre-bid Conference	On 28.01.2022 at 4.00 PM in the DoSA Office Conference Room of IIT Kanpur
Last Date of bid Submission	07.02.2022 up to 2:00 P.M.
Opening of bids	As mentioned in the Central Public Procurement Portal
Contact Person and Address for enquiry and submission of the bids	Assistant Registrar (SG), Hall Affairs, Indian Institute of Technology, Kanpur KANPUR- 208016
Contact Phone Number (s) E-mail Address	+91-0512-259 6866 ar_ha@iitk.ac.in
Website	http://www.iitk.ac.in



Part - I



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

BID DOCUMENT

Background and Scope of Work:

1. Indian Institute of Technology (IIT) Kanpur is a premier educational institution established by the Parliament of India for providing education of highest standards in different stream of technology and research. It has at present about 9000 students and research scholars staying in **14 Halls of residence** (hereinafter referred to as the **Halls**). A mess to provide meals to the residents is attached to each of these halls. Each hall has a "**HEC**" which is authorized to regulate the mess related activities on a day to day basis. The administration of halls includes a "**Warden in-Charge and other Wardens**" nominated and authorized by the Institute to act on its behalf, for operation of the mess contract and supervision of work. Generally, the strength of the residents in each of the halls normally remains around 450 students during the academic year with some variations. However, during the vacations, the strength of the students may reduce substantially.
2. The Scope and nature of Work is broadly defined in part-II of the bid document, simultaneously the Hall is also described therein.
3. IIT Kanpur hereby invites bids initially, for empanelling the firms having relevant experience in providing the operational services for running the messes in the halls. The contracts would be awarded thereafter, from amongst the empanelled service providers. The messing services would be of the following mode;
 - (a) **On fixed cost service charge basis:** It implies that the Institute shall provide fixed service charge per month for providing the messing services as described in the scope of work for a tentative fixed number of students as per the minimum wages rates applicable as on 01.10.2021. However, the same shall be subject to revision, if there is any hike in the rate of minimum wages. This excludes the cost of the raw materials or inputs which are to be borne/ provided by the residents of the halls.

Eligibility Criteria for Bidding

4. The agency submitting the bid must be a Company/Firm registered with the Registrar of Companies/Registrar of Firms and Societies and/or under any other Act(s) with the respective authority(ies) appointed under the relevant Act(s).
5. The bidders must be in catering business for the last 5 (Five) years as on 01-11-2021 out of which, the bidders should have;
 - (a) 3 (three) completed/running works in the Government Organizations, Central Autonomous Bodies, Govt. Funded Educational Institutes, Central Public Sector Undertakings and/or reputed industrial organizations, each having not less than 300 persons on its dining strength, **or**,

- (b) 2 (two) completed/running works in the Government Organizations, Central Autonomous Bodies, Govt. Funded Educational Institutes, Central Public Sector Undertakings and/or reputed industrial organizations, each having not less than 400 persons on its dining strength, **or**
- (c) 1 (one) completed/running work in any Government Organization, Central Autonomous Body, Govt. Funded Educational Institute, Central Public Sector Undertaking and/or reputed industrial organization, each having not less than 500 persons on its dining strength.
6. The applicant's average annual gross turn-over during the last three financial years i.e. 2018-2019, 2019-20 & 2020-21 must not be less than Rs. 50 Lakhs.
 7. The bidder should not have incurred any loss during the last three years ending 31-03-2021.
 8. The bidder should have a solvency of 50 (Fifty) Lakhs.
 9. The bidder should have the experience of procurement of raw material for messing/catering services.
 10. To execute the contract satisfactorily, the applicant should have sufficient number of trained employees on its pay roll. For the purpose, a copy of EPF statement of workers for the month of September 2021 (deposited in October 2021) must be attached.
 11. The applicant should have clean record in all respects including the payment to its workers and their statutory dues without any illegal malpractices. The applicant shall provide evidence of being in good standing with respect to execution of work in previous contracts.
 12. The firm must be registered under the Income Tax Act having its Permanent Account Number.
 13. The bidding firm must also be registered under the Goods and Service Tax Act and have the GST number.
 14. The bidder should have its own Code Numbers under the Employees Provident Fund and Misc. Provisions Act, 1952, Employees Insurance Act, 1948 **and registered Contract Labour (Regulation & Abolition) Act, 1970**

Earnest Money Deposit (EMD)

15. The bid must be submitted along with the payment of Rs. 50,000/- (Rupees Fifty Thousand only) towards the Earnest Money Deposit (EMD) through bank draft from any scheduled bank payable at Kanpur in favour of Hall Affairs, IIT Kanpur. Any bid not accompanied by the same shall be summarily rejected. Only Micro and Small Enterprises will be exempted from Earnest Money Deposit as per the MSMED Act.
16. The EMD must be valid for a period of 90 days from the date of submission of bid.
17. The Earnest Money Deposit of agencies which are not empanelled, shall be returned without interest after 90 days of empanelment subject to written request having been made by the agency in this behalf.
18. The EMD shall be liable for forfeiture in case of withdrawal of Bid by any party within 90 days of its submission.
19. The EMD of bidders who are finally empanelled, shall continue to be retained by the Institute for the entire period of empanelment apart from the performance security, if any.

Documents required for Technical Bids.

20. The e-tenders are invited under two envelopes system. The first electronic envelope will be named as Technical Envelope & will contain documents of bidder's as mentioned below from (a) to (q), scanned

copies of tender document fees and EMD, NIT, etc. and the second electronic envelope will be named as Financial Envelope containing Rate Quote Sheet which contain % of service charges (overhead charges). The bidder shall submit TECHNICAL BID ENVELOPE and FINANCIAL BID ENVELOPE simultaneously. The technical bids will be evaluated first and there after financial bids of only the eligible bidders shall be opened. The firm must upload the copies of following documents along with the Technical Bid. Any bid not accompanied by any of these documents would be liable for rejection:

- a) Letter of transmittal and declaration in **Form-A**.
- b) Details of similar nature of work in **Form-B**, undertaken during last five years.
- c) Bank Solvency Certificate in **Form C**.
- d) Income Tax Registration Certificate/PAN Card.
- e) Memorandum and Articles of Association, if the firm is a company and in case of the Bid being submitted by a partnership firm, the Partnership Deed.
- f) Firm/Company Registration Certificate.
- g) Goods and Service Tax Registration Certificate/No., if any.
- h) EPF and ESI Registration Certificates/Code Nos.
- i) Registration certificate under CLRA Act, 1970
- j) Other Statutory Registrations/Licenses, if any.
- k) Experience Certificates in **Form-D**.
- l) Certified audited Balance Sheet, income & expenditure and profit & loss for the last three financial years from 2018-19 and onwards along with the Letter of Transmittal, i.e, **Form - A**.
- m) Authority/Resolution in favour of the person signing the bid on behalf of the firm. In case of the bidder being a partnership firm, the authority must be signed by all the partners.
- n) Photocopy of Bank Draft of Rs. 50,000/- (Rupees Fifty Thousand only) towards the EMD.
- o) Details of litigations, if any, during the last three years, to be submitted in **Form-A**.
- p) Certificates from the clients where the contracts have been completed successfully with no statutory dues pending for payment.
- q) Other documents, if any, as provided elsewhere in the Tender document or deemed necessary. The firm should submit self attested copies of all the above documents.

Other Information and Amendments in the Bid Document

21. Any changes and amendments to the bidding schedule and other matters shall be notified on the Institute website well in advance and the same shall be binding. However, to allow the bidders a reasonable time for taking into account the amendments in preparing the bids, the Institute may at its discretion suitably extend the deadline for submission of the bids.
22. As such, all the prospective bidders should keep constant watch of any such information on the Institute website and update themselves in this regard. Accordingly, no query or objections to the effect that they had no information of such changes, shall be entertained nor would the Institute be liable in any manner in this regard.
23. The prospective bidders may place their queries, if any, regarding the bid document and other issues by notifying the Assistant Registrar (SG), Hall Affairs in writing or by email at his mailing address (ar_ha@iitk.ac.in) seven days before the last date of submission of bids. However, the queries and clarifications shall simultaneously be notified on the Institute website for the information of all prospective bidders.

Pre-Bid meeting

24. A Pre-bid meeting will be held on 28/01/2022 at 4.00 PM in the Conference Room of DoSA office, IIT Kanpur. The interested bidders may attend the Pre-bid meeting at their own cost, if they so desire. The meeting may be called through video conferencing platform as per the decision of the Institute Authority.

Cost structure of the services.

25. The prospective bidders should keep in mind that at least 40 workers shall be deployed for a student strength of 426 to 475. The skill level of 40 workers shall be Highly Skilled – 01 (Manager), Skilled 06 (Assistant Manager – 01, Cook – 03, Coupon Clerk-01, Storeman – 01), Semi Skilled 06 (Supervisors) and Unskilled 27. These workers shall be paid minimum wages as revised, time to time by the Chief Labour Commissioner (C), New Delhi. As per the Chief Labour Commissioner notification dated 10.11. 2021, the gross amount of above mentioned workers is Rs 8,29,080/- (Eight Lacs Twenty Nine Thousand and Eighty only). There shall be Service Charges or Overhead Charges of the Service Providing Agencies. In the financial bid, the firms shall quote their Service Charges or Overhead Charges in **Annexure F**. The Bidders shall provide uniform to their workers and minor maintenance of the kitchen equipment is also carried out by the Service Providing Agencies themselves. Hence, these two charges shall be the part of Profit margin/ Service Charges/Overhead Charges.

Other Instructions/Conditions

26. The bidders are advised to thoroughly go through all the stipulations provided in the entire bid document before going for the bidding.
27. The Bid must be in computer print outs in English language, complete in all respects and each and every page of the same along with all attachments should be duly signed under seal of the firm, by the competent person signing on behalf of the firm submitting the Bid. The person signing the bid as above, must also mention his full name and capacity below his signature.
28. Cuttings, if any, should be avoided. However, if the same is unavoidable, it should be duly attested and signed.
29. The bid should not be ambiguous, nor should it contain insufficient information. The party submitting the bid shall not be allowed to make additions/alterations in the bid document and therefore, any such additions/alterations shall be at the parties' own risk and render the bid liable for rejection. Conditional bids shall not be entertained.
30. 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.
31. If any of the particulars provided in the Bid are subsequently found to be untrue or false, the Bidder/contractor shall be liable to be adequately penalized in the manner, the Institute may deem appropriate including termination of the contract itself and/or at the discretion of the Institute, full/partial forfeiture of the contractor's EMD/security deposit.
32. Any effort by a bidder to influence the Institute in the bid evaluation or in any other manner is likely to cause summary rejection of the bid.
33. The bidders are advised to refrain from stipulating any conditions, rebates etc. in violation of the terms of the bid document. Bids with conditions will be liable to be rejected without assigning any reasons thereof.

34. The particulars described in scope of works are only provisional and not exhaustive and have been given just to assist the bidders for preparing their bids.
35. The bidders, if they so prefer, may visit and examine the campus on their own cost and obtain for themselves a pre-assessed view of the overall scope and nature of work for preparing their bids. Prior permission to this effect may be taken through email ar_ha@iitk.ac.in or through telephone 0512-2596866 (Monday to Friday, 11.30 AM to 5.00 P.M.)

Submission of Bids

36. The Bid document consists of three parts i.e. (i) Guidelines for Bidding (**Part-I**), (ii) Terms and Conditions of the Contract (Part II) and (iii) Bidding forms and annexures (**Part-III**). Bidding forms and its annexures shall be the part of the Technical Bid. Financial Bid shall be given in Annexure F.
37. The Bids should be submitted online through Central Procurement Portal (CPP) (URL: <https://eprocure.gov.in/eprocure/app>) before the last date. The bids in other modes like physical submission etc shall not be accepted.

Opening of Bids

38. Technical bid shall be opened on the date as per the system generated which will be followed by the presentation by the eligible bidders whose date will be intimated later through telephone or email. After evaluation of the technical bids as well as the presentation, the financial bids shall be opened later on with due intimation to the technically qualified bidders. Institute reserves the right to reject any or all the tenders/bids/ without assigning any reason thereof. For any query/clarification please contact Assistant Registrar (Hall Affairs), IIT Kanpur during working days between 1100 Hrs. to 1700 Hrs. on telephone no. 0512-2596865 or e-mail id : ar_ha@iitk.ac.in.

Technical Evaluation criteria for empanelment

39. The bids shall be evaluated by the Committee constituted by the Institute for the purpose in the following manner;
- (a) The bid would first be scrutinized on the strength of documents as required under Clause 20 (a) to (q) of these Guidelines and their Eligibility criteria laid down in para 4 to 14.
- (b) Thereafter, the shortlisted bidders would be called for presentation/discussion on a given date and time through the Institute website/email for detailed evaluation.
- (c) Finally, the bids would be evaluated in technical terms for empanelment as per the details given below;
- | | | |
|--------------|---------------------------|---|
| i. | Presentation & discussion | : 60 Points |
| ii. | Experience | : 40 Points (20 points for having eligible experience and 5 Points for each running/completed work over and above experience as per para 5(a) & (b) & 10 points as per para 5(c). |
| Total | | :100 Points |
- (d) The agency which scores more than 50% of the aggregate points in the evaluation stage of their technical bids, shall be eligible for next stage and their financial bid shall be opened.

Financial Evaluation Criteria

- (e) The financial bid of technically qualified Bidders shall be opened. All the qualified Bidders shall be offered L1 price and empanelment will be done to those Bidders who will accept L1 rate and abide all the terms and conditions of the Bid Documents.
- (f) If a Bidder quote nil charges/consideration, the bidders shall be treated as unresponsive and will not be considered.
- (g) However, the empanelment alone will not vest any rights to the participating agencies for providing the services in the hall messes. For rendering the services in the hall mess, the Service Providers shall be selected as laid down in succeeding paras 40 to 42.

Selection of Service Provider and Award of Contract

40. Each hall shall form a committee approved by the Dean, Students Affairs to select one of the empanelled agencies for awarding the contract for rendering the messing service in their hall. The service providers may be invited by the above committee for selection. All empanelled service provider shall be asked to quote their rates against the menu and extra menu provided to them in a sealed envelope. Thereafter, a meeting will be arranged between the service providers and the HEC of Hall concerned for discussion and interaction, the date, time and venue of which shall be communicated to all the empanelled service providers in adequate manner. The service providers shall submit their rates in a sealed envelope at the time of meeting with the HEC. Upon interaction/ discussion with the above Hall committee, each Hall shall prepare a list of three service providers in order of preference basing on the points scored. Quoted price alone may not be the sole criterion of awarding the contract. Interaction with the hall committee and the offer prices will be taken into consideration for awarding the contract. The benchmark for selection of service provider would be as follows:

Discussion with Hall committee	: 50 Points	(Handling of Hall related issues	: 20 Points)
		(FSSAI Registration	: 05 Points)
		(Mess Manager Qualification	: 05 points)
		(Cook's & other staff Skills	: 05 Points)
		(Past service & based on	: 15 Points)
		present presentation	
Quoted price for the decided menu	: 50 Points		
(The above points are out of 100 points Scales)			

A Service Provider shall not be awarded a contract for more than 3 (three) halls generally at a time, however the Institute have rights to decrease or increase nos. of Halls for a Service Providers. If any service provider/contractor is found to have been selected for more than three halls, the Institute shall have the discretion to replace the selected service provider for such extra number of halls either through lottery or any other norms to be decided by the Institute.

- 41. The successful Agency/firm, which has been finally selected for providing of man power services in a particular hall/halls, shall furnish in its name and cost, a non-judicial stamp paper of Rs.100/- for signing of the agreement whenever asked for, by the Institute.
- 42. The Institute shall be at liberty to award the contract to any of the empanelled service provider in case, the Firm/Agency to whom contract is awarded, fails to sign the contract agreement.

43. **The Institute reserves the right;**

- a) To drop those service providers/contractors from the list of the empanelled agencies that decline for any reasons, whatsoever, to provide the service for which they have been shortlisted for any of the Halls of Residence.
- b) To allocate any Hall/ Halls to any Empanelled Agency(s).
- c) To amend the scope and terms of the contract.
- d) To amend the rate and menu of the contract.
- e) To accept or reject any or all Bids without assigning any reasons thereof. The Institute shall neither be liable for any loss/damages, nor answerable or liable to inform the applicants of the grounds for the same.

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Part – II

Terms and Conditions of the Contract

Scope of Work

1. The Contract is essentially for providing the following messing services to the residents of Halls of IIT Kanpur. The Scope of Work covered by the Contract, is broadly but not extensively described here as under:
 - a) Cooking and serving three meals, i.e., breakfast, lunch and dinner as also the evening tea and light snacks, if required.
 - b) Managing and control of stocks and inventories;
 - c) Cleaning of utensils, kitchen and serving items;
 - d) Security of the equipment, utensils and other items in the mess;
 - e) Maintenance of the equipment, in the kitchen and dining areas;
 - f) Maintenance of books, ledgers, other records and documents related to running of the mess;
 - g) To maintain all records to be maintained by service provider under CLRA Act, 1970 and other enactments enforceable and produce before concerned Labour Authorities.
 - h) Deployment and supervision of adequate manpower for carrying out all the works;
 - i) To sell the coupons to guests and other ones;
 - j) Procuring the entire raw materials in consultation with the HECs of the halls.
 - k) The Service Provider shall registered with FSSAI for providing of messing services in the hall(s) of this Institute, immediately if selected for providing messing services in any hall of the Institute.
2. 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 without specific and prior written approval of the Warden.

Assumption

3. The Service Provider, in accepting the quoted rates/prices shall for all purposes, whatsoever, be deemed to have independently obtained all necessary information, examined the contract document, to have visited the surroundings and to have satisfied itself about the existing conditions affecting the work for the purposes of the present Contract and carrying out the work on scheduled rates and further shall be deemed to have taken into account all contingencies as may arises due to such information or the lack of the same. Any errors, defects or omissions in the description or quantity or omission there of shall not vitiate the contract or release the Service Provider from executing the work comprised in the contract according to the specifications.
4. The Service Provider shall be deemed to have known the scope, nature, magnitude and the extent of the works, the requirements of the material, labour and the type of work involved and to have acquainted himself with his liabilities for payment of Government taxes, other charges, levies, etc. and further as to how, all the works he has to complete in accordance with the Contract Document.

Definitions

5. In this Contract, the following words and expressions shall have the meaning hereby assigned to them, except where the context requires otherwise:
- a) The "**Contract**" means the agreement signed between the Institute and the Firm, **in terms of CLRA Act, 1970 and Rules there under** by the authorized/competent representatives of the parties to the Agreement, for the execution of the work in terms of the stipulations contained therein.
 - b) The "**Director**" means the Director of Indian Institute of Technology Kanpur.
 - c) The "**Empanelment**" means enlistment of Service Providers for providing the messing services in the Halls of Residence (hostel) of the Institute.
 - d) The "**Hall**" means the Hall of Residence which is a Hostel situated inside the Campus of the Institute with an exclusive and fully secured premises and in the instant case "Hall -1, Hall-2, Hall-3, GH-1 and so on".
 - e) The **HEC** means **the Hostel Executive Committee**, comprising of the elected residents and Hostel administration, which is authorized to regulate the activities relating to the mess of Hall concerned under contract on day -to-day basis.
 - f) The "**Institute**" means the Indian Institute of Technology Kanpur (IITK) with its premises located at Kalyanpur, Kanpur - 208016 and includes its authorized representatives, successors and assigns.
 - g) The "**Letter of Empanelment**" means the official intimation issued by the Institute to the empanelled agencies.
 - h) The "**Service Provider**" means **and includes** the contractor who has been awarded the contract by the Institute for providing the messing services in its Halls of Residence and includes **his** legal representatives, successors and permitted assigns.
 - i) The "**Stale Food**" means the unrefrigerated cooked food not consumed within 6 (six) hours in the summer months and 10 (ten) hours in the winter months and which shall be deemed unfit for consumption.
 - j) "**Standing Committee**" means a Committee Constituted by the competent authority to look into the matters of fines/penalty proposed to be imposed on the Service Provider by the HEC in the Mess of all Halls of Residence.
 - k) The "**Work**" means and includes all works to be executed, all items and things to be provided or done, services to be rendered and activities to be performed by the Service Provider in accordance with the Contract.
 - l) The "**Warden In-charge**" and "**Warden**" means 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 includes those who are expressly authorized by the Director to act on his/her behalf, for the operation of this Contract and supervision of work.

Description of Hall

6. The Hall is a Hostel comprising of rooms for residents with a centrally located dining facility, administrative block, coffee shop etc. and is fully accessible for transport. The Hostel, including extension residence facility, is designed to accommodate a total of 450 students approximately with variation.
7. The Hostel residents generally stay on the premises and avail dining services throughout the academic year.
8. Scholars employed otherwise in the Institute, may also be allowed to stay in the Hostel premises in addition to the registered students. Such scholars shall also avail the mess facilities.
9. Generally, the strength of the residents remains around 450 residents during the academic year; however, during vacations, this number may reduce substantially.
10. Day-Boarders, who do not stay in the Hostel, shall also be allowed to avail the dining facilities in the Mess as outside members by the Warden-in-charge/Warden.
11. The Hostel is provided with a self-contained centralized mess, comprising of kitchen and dining facility to prepare and serve the meals to the residents and other authorized persons. The mess is well equipped with furniture, cooking facilities, utensils, appliances and equipment etc.
12. 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.

Empanelment Period

13. The empanelment shall be for a period of three years from the date of empanelment. However, the empanelment period may be extended with mutual consent. The Institute may further at its discretion, terminate the empanelment at any time by giving one month notice to the empanelled Service Providers.
14. The Institute shall periodically review the performance of the service providers duly empanelled and in case of being not satisfied, shall have the right to remove any of the service providers from the empanelled list. The decision of the Institute in this regard shall be final and binding and no explanation shall be given to the service providers nor would any plea be entertained, whether or not, any contract has been awarded to it.

Commencement and completion of the Contract

15. The contract shall as far as possible, be commenced from the date of commencement of the work. As such, the Service Provider shall ensure mobilizing its resources so as to commence the work within the stipulated period. The contract shall unless otherwise terminated under the provisions of relevant clauses, shall be deemed to have been completed at the expiration of the duration of the contract.

Payment and Bill Preparation

16. (a) The service charges Bill include Wages of the workers (mentioned in clause 25 of the Guidelines Part I) plus profit margin or service or overhead charges of bidders plus applicable GST shall be payable by the Institute.
- (b) A total of 40 workers per day or 1200 man-days in a month (30x40), shall be deployed for the student strength of 426 – 475 i.e. workers strength shall remain unchanged in case of ± 25 students of base students strength of 450. If the students strength increase/decrease more than 25 students, 2 unskilled workers shall be deployed/removed by the Service Providers. Subsequently a sum of Rs 34008/-

(2*26*654) shall be added in base price/removed from the base price. This practice shall be followed as and when strength increased/decreased.

- (c) The **Service Provider** shall further be entitled to the payment of GST and other taxes, if any, as well as the increase in the minimum wages, over and above the aforesaid fixed cost, as and when rates revised by the Chief Labour Commissioner.
- (d) The **Service Provider** shall also be entitled for reimbursement of employer's share of contribution towards the EPF, ESI including the EDLI and administrative charges.

Assignment and Subletting:

- 17. The **Service Provider** shall not assign or sublet the job to any sub-contractor wholly or in part, for any benefit or interest thereon or there under or otherwise, without written consent of the Institute. The whole of the assigned work included in the contract shall be executed by the **Service Provider** only who alone shall be liable for any defaults or negligence under such contract. For any lapses as such, the Institute shall have the authority to take necessary action as it deems appropriate including penalizing the contractor and/or terminating the contract.

Meals and their Serving

- 18. The **Service Provider** shall provide 3 (three) meals per day, i.e. the breakfast, lunch and dinner. Each meal will be served over a period of 2 to 2 ½ hours. However, some halls may also require the service provider to serve evening tea as well, with snacks. The details of the menu and timings thereof will be communicated by the HEC of the hall concerned. The charges towards the evening tea (with snacks) will be worked out and decided with mutual consent.
- 19. The timings of each meal on different days will be decided by the HEC. However, the timings may be revised over the year keeping in view the then academic and other activities. The HECs will inform the service provider about the changes in the timings well in advance.
- 20. The **Service Provider** shall arrange for cooking and serving of Vegetarian and Non Vegetarian food items separately **and it is a must**. In no case, the Vegetarian food items shall be cooked at the place nor will be mingled with the Non-vegetarian food items being cooked and served. The violation of this clause shall be deemed to be a serious breach and if detected, shall be dealt with by the Institute appropriately at its discretion. The penalty and/or fine imposed by the Institute in this regard shall not be subject to question under any circumstances, whatsoever.
- 21. The food shall be cooked, stored and served under hygienic conditions. The Service Provider shall ensure that only freshly cooked food is served, and the stale food is not recycled. Stale food shall be removed from the mess premises as soon as possible and under no circumstances, stale food shall be served for consumption.
- 22. The food shall be neither spicy nor too oily. The food preparation shall be wholesome and shall generally cater to the taste of the residents and hygienic.
- 23. 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.
- 24. 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.

25. 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. Periodical maintenance of the appliances and equipment supplied by the Institute and used by the service provider shall be the sole responsibility of Service Provider
26. 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.
27. For sick students, the Service Provider shall arrange to serve "sick diet" of the students, in the room. For students admitted to the Institute Health Centre, the sick diet would have to be delivered in the Health Centre. The sick diet shall be defined and provided by the HEC to the Service Provider.
28. It shall be the responsibility of the service provider to facilitate the procurement of raw materials and food articles, as may be required for a menu.
29. The Service Provider shall ensure procurement of only good quality fresh vegetables from the market. He shall not be allowed to store the vegetables for more than 1 (one) day during the summer months and 3 (three) days in winter months at a stretch. However, the **Service Provider** shall ensure that a sufficient stock of other raw material is stocked in the store of consumption for a minimum period of 15 (fifteen) days. The HEC shall have the authority to check the quality of food articles and vegetables from time to time. In cases of any complaint of insufficiency or act of wilfully serving less, the HEC of the hall shall have full rights to conduct sudden checks in the entire mess premises and the report thereof will be submitted to the Warden-in-Charge, who will take appropriate action on the matter.
30. The Service Provider shall procure wholesome food articles of good quality in consultation with, and to the satisfaction of the HEC.
31. The HEC will continue to monitor the food preparation process, cleanliness and hygiene, service time, outsourced workers presence and their behaviour etc., as and when it deems appropriate and will report to the Warden-in-Charge of any untoward incidence or infraction of rules being committed by the Service Provider or the workers. Based on these reports, the Service Provider may also be levied any penalties, as the Warden deems appropriate.
32. All the hall messes have been provided with the PNG connection duly installed by the Central U.P. Gas Ltd.(CUGL). The Service Provider shall use the PNG as sole fuel. The Service Provider shall be held responsible if any disconnection of PNG is caused due to the delay in payment or any other reasons. In such eventuality, the service provider shall make immediate alternate arrangements to ensure that the messing services continue uninterrupted.
33. The Service Provider shall not be allowed to use electricity as a cooking fuel. However, electricity can be used for the appliances like toasters, refrigerators, geysers, water coolers, mixer/grinders, oven and other equipment for cutting/grilling the vegetables etc. Any other electrical cooking appliances may also be used by the Service Provider after obtaining prior permission of the Warden in-charge in writing; however, the cost of such appliances would be borne by the Service Provider concerned.
34. The mess normally functions throughout the academic year. However, some of the messes may be closed during the vacation at the discretion of the Institute but in no case, any hall functions less than nine months. 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. Advance notice shall be given to the service provider in case; any decision is taken to close any particular mess of a hall during the vacation period.

35. 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 and the cost thereof will be decided after discussion between the parties.
36. Payment towards the cost of all materials procured shall be made by the Hostel to the vendors or shopkeepers directly against the bills submitted by them.
37. The changes in the given menu shall be carried out in a manner so that it does not affect the cost of the meals meaning thereby that the substitution of items will be of similar cost from the available alternatives.
38. The facilities and accessories in the mess premises comprising of cooking and dining facilities, furniture, food/raw materials containers, appliances, utensils, electricity and water etc shall be provided by the Institute free of cost. The Service Provider is expected to use the Institute's inventory items and maintain them. Similarly on the expiry of the Contract, the entire inventory shall be handed over by the Service Provider to the HEC in good condition.
39. 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. During the vacation period the Service Provider shall have to run the mess even if there is substantial variation of students' strength.
40. The Service Provider shall ensure that only hot food is served to the residents.
41. The waste materials 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.
42. Any complaint relating to the raw materials, preparation of food, conditions of mess/kitchen premises etc shall be addressed by the Warden and in case of merit being found in the complaint, the Service Provider shall be liable to appropriate penal action.
43. All materials and services shall satisfy the high standards befitting the reputation of the Institute.
44. The Hostel may celebrate a "Hall Day" once every year. The Service Provider may be required to make special arrangements, including facilitation of procurement of raw materials 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 Lunch/dinner on the "Hall Day", without assigning any reasons, whatsoever.
45. The mess premises shall always be in possession of the Institute and the Service Provider is only permitted to enter the premises to manage and provide the services to 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 the Hostel premises as well as Institute campus.
46. Mess rebate rules applicable to students are described in Annexure-D and will universally apply to the services.

Coupons:

47. Persons, other than the Hostel residents may also be allowed by the warden to use the mess facility by buying the coupons. The Service Provider shall be accountable for the on-the-spot sale of coupons and its accounting. Under no circumstance 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 provided in this document/Contract. Violation of these provisions will attract penalties and may lead to the termination of the contract.
48. The sale of coupons shall normally not to exceed 25% of the total student strength so as to maintain the quality of services intact. Besides, the HEC shall all the time have power to ban/restrict the sale of coupons at its discretion.
49. The coupon price shall be at a rate to be decided by the HEC from time to time which, however, is normally higher than the cost of meals charged from the residents of the halls.
50. However, the entire realisation from the sale of coupons shall have to be deposited with the hall office account periodically as decided by the HEC.

Upkeep of Building Premises and Equipment etc.

51. The Service Provider shall be the custodian of the mess premises and all installations, furniture & fixtures, equipment, utensils, gadgets, etc. supplied by the Institute therein as part of the establishment. It shall, therefore, be the responsibility of the Service Provider to ensure that the establishment is not misused or carelessly handled by its 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 entirely be upon the Service Provider. For this purpose, the Service Provider shall have to maintain close liaison with the HEC and the Warden-in-charge/Wardens and seek their support and advice on the matter.
52. The replacement of electrical items, such as bulbs, tubes, etc., would be done by the Institute against the fused/damaged items provided the said items are returned by the Service Provider otherwise the cost thereof, shall be realized from the Service Provider in appropriate manner. The Service Provider shall ensure that his employees strictly observe the normal practices for safe use of electrical fixtures and fittings.

Deployment of Manpower

53. It shall be the responsibility of the Service Provider to deploy the required manpower for preparing/cooking and service of each meal including the cleaning, washing thereof and overall upkeep of mess assets and premises. The required manpower for a hall having 450 students is estimated to be as per the number given in the table below. However, the contractor would be free to deploy as many workers but not less than the number prescribed, the supervisory and managerial staff as it deems appropriate to efficiently run and manage the mess to meet its obligations;

Sl. No	Nature of work	No. of persons required
1	Manager (Highly Skilled)	01
2	Assistant Manager (Skilled)	01
2	Coupon Issuance (Skilled)	01

3	Up keeping of inventory (Skilled)	01
4	Cooking (Skilled)	03
5	Semi Skilled (6) & Unskilled (27)	33
	Total manpower to be deployed	40

54. Service Provider shall engage and deploy the requisite manpower which shall not be below 40 for the students' strength of 450. However, it is made clear that under this mode, the Service Provider may have to deploy in consultation with the HEC, additional manpower from time to time vis-a-vis the increase in the number of students, with no extra cost to the hall.
55. The Service Provider on or after the award of the contract, shall name and depute a qualified manager with sufficient experience in carrying out the work of similar nature, to whom the establishment shall be entrusted and could take the instructions for work. It shall also provide to the satisfaction of the Warden in-charge/Warden sufficient and qualified experienced staff to supervise the execution of work with high standards, commensurate with the reputation of the Institute. The Manager/Asst. Manager, if any, should be acceptable to the Institute and further, be competent to take orders/instructions from the authorities of the Institute.
56. The Service Provider shall appoint/deploy only skilled cooks so as to ensure that the food preparations are of good taste and to the satisfaction of the residents. All the workmen/ employees must be adult above 18 years, duly trained, with good health and sound mind.
57. No worker shall be deployed unless clearance has been sought from the Warden. For the purpose, the Service Provider shall submit a list of workers to the Warden, with their complete details i.e. local/permanent address, contact details, and photographs etc, for approval. However, the warden may direct the Service Provider for any additional documents at any time.
58. The Service Provider shall ensure that all the employees engaged by it are free from any communicable/infectious or other diseases. The medical examination shall be carried out every six months by the designated Medical Officers as decided by the Institute. The cost of the medical examination of all mess workers shall be borne by the Service Provider. However, any worker suspected of suffering from some diseases may further be warranted by the Warden to undergo medical examination any time in between at the cost of Service Provider.
59. For all intents and purposes, the Contractor shall be the employer within the meaning of different labour and other enactments in respect of the manpower deployed in the Institute for rendering the contractual obligations and the workers deployed by the **Service Provider** shall have no claims of Master and Servant relationship vis-à-vis the IITK.
60. The **Service Provider** shall have the absolute right in regard to the engagement, appointment of any person(s) as its employee/worker and to disengage, transfer, suspend, remove, terminate, retrench, dismiss, discharge any such worker and to supervise, control and manage their affairs or to take other disciplinary action etc. against them. The **Service Provider's** staff shall neither be deemed to be the Institute staff for any purposes nor shall they have any right/claim for continuity or absorption in the Institute in any manner, whatsoever. The Institute shall not be concerned with them in any manner, whatsoever, in this regard.
61. The **Service Provider** shall be solely responsible for the redressal of grievances and resolution of disputes relating to the persons deployed.

62. During the pre and post period of the contract, the **Service Provider's** personnel, employees or the workers shall not be entitled to enter the Institute campus.
63. The **Service Provider** shall make its own arrangements for transportation of its employees, if it so wishes. However, the Institute may, at its discretion, issue bus passes to its employees at the then prevailing rates as may be applicable for non-Institute employees further subject to the condition that the buses are in operation.
64. The persons deployed **by Service Provider** shall carry out the assigned work diligently, sincerely and honestly and shall report any problems, they encounter with in discharging their duties, to their Warden-in-charge concerned, duly interacting with them.

Discipline

65. The **Service Provider** shall ensure that its employees adhere to the discipline, decorum and norms of the Institute and follow the instructions and directions etc. of their superiors/Institute authorities/security personnel etc. The Institute shall be entitled to search the workers/**Service Provider's** agents and/or their vehicles inside its premises and while entering or going out of the premises.
66. The **Service Provider** shall be liable to provide at its own cost to the workers two uniforms every year which its entire staff shall while on duty, invariably wear in neat and tidy condition. However, the uniform shall be decided by the contractor in consultation with the Institute authorities.
67. The **Service Provider** shall provide at its own cost to its every employee an identity card in consultation with the Institute authorities which they shall carry all the time and shall produce to Institute authorities including security persons, whenever asked for. Further with the cessation of any worker's deployment at the Institute, the identity card issued to such worker shall immediately be taken back in its own custody. Further, it shall also ensure that its employees/workers are issued the gate passes by the Institute. For the purpose, it shall maintain proper liaison with the respective authorities.
68. The **Service Provider** shall ensure that its employees do not consume liquor or smoke within the Institute campus, the same being strictly prohibited. If any of its employees violates this rule, he/she shall be liable for prosecution as per law besides automatically being disqualified from being deployed on the work.
69. The **Service Provider** shall be bound to remove/withdraw/transfer any of its workers/employees from being deployed and restrain such workmen from entering into the premises of the Institute who in the opinion of the Institute authorities;
 - a) are deemed to be guilty of any misconduct or to be incompetent or insufficiently qualified or negligent in performance of their duties, or
 - b) are deemed for administrative reasons or on medical ground, no more desirable to continue to be deployed.
 - c) indulge or are involved in theft or other illegal or irregular activities and misconduct etc.
 - d) Any person so removed from the work shall not be re-deployed in the Institute and shall immediately be replaced at the expense of the **Service Provider** by a qualified and competent substitute. The Institute shall further all the time, reserve the right to allow or deny entry to any of **Service Provider's** employees into the premises of the Institute without assigning any reasons, whatsoever.
 - e) The **Service Provider** shall be responsible for proper behaviour of all the staff deployed on the work and shall exercise a proper degree of control over them.

70. The **Service Provider** shall be responsible for all of its employees in observing the security and safety regulations and instructions, as are issued by the Institute authorities from time to time.
71. The **Service Provider** shall be bound to prohibit and prevent any employee(s) from trespassing/acting in any way which may be detrimental or prejudicial to the interests of the campus community and/or Institute.

Statutory and Other Compliances

72. The Institute is registered under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, from the office of the Regional Labour Commissioner (Central) Kanpur and accordingly, the **Service Provider** shall also within a reasonable time but not exceeding 15 days, have to obtain the license from the aforesaid office under the provisions of the said Act and submit a copy of the license to the Institute, subject to, the same being applicable on it.
73. The **Service Provider** shall not pay to any of its workers/employees deployed on the work, wages which are less than the minimum wages along with the dearness allowance declared from time to time and which are prescribed and informed by the Central Labour Department Kanpur or are being enforced by the Institute at the time.
74. The **Service Provider** 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.
75. The **Service Provider** 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.
76. The **Service Provider** whether or not, it already has its code numbers from EPF and ESI departments from places other than Kanpur, shall compulsorily have to seek registration / Code Numbers within a reasonable time but not exceeding 15 days after the award of contract, from the Kanpur offices of the EPF and ESI departments, and only therein, the EPF/ESI contributions of the employees and the firm shall have to be deposited by it. And it is a must. Their registration under the above mentioned Acts from the offices of other places shall under no circumstances be taken cognizance of. The award of the contract to the successful firm shall be liable for termination/ cancellation if it fails to obtain the said Code Numbers from Kanpur offices of the respective departments in the desired manner.
77. The **Service Provider** shall deposit the EPF and ESI contributions as aforesaid, within the stipulated time and the genuine documents of such deposits along-with the copy of the challan and return shall be submitted to the Institute for payment.
78. If at any stage, it is detected that the contractor has failed to deposit the EPF/ESI contributions as envisaged here in this agreement or has not deposited the contributions in spite of having deducted the same from the wages of workman for any month(s), then **Service Provider's** such action shall be deemed to be deliberate and in serious violation/breach of the term of the contract for which the Institute shall be

competent to impose any penalty as may be deemed appropriate at its discretion including termination of the contract itself. Besides, the EMD/security deposit of the **Service Provider** may also be forfeited wholly or in part.

79. The payment of wages to the workers shall positively be disbursed by tenth of every month irrespective of the fact that the bills of the **Service Provider** neither remain unpaid at the end of the Institute nor any explanations in this regard to this effect shall be entertained. The wages shall be paid via digital mode or direct credit to the respective bank accounts of the employees/workers concerned and through no other mode, whatsoever.
80. If the **Service Provider** does not produce the original copy of the Challan of deposit of EPF and ESI contributions as aforesaid, for any month along with its bills or otherwise, then it would be deemed that the **Service Provider** has not deposited the same with the concerned departments or authorities and has thus violated the term of the contract in this regard. The **Service Provider** shall accordingly be liable for appropriate penal action as stipulated in the foregoing clause.
81. It is deemed that the **Service Provider** has expressly understood that it is fully responsible to ascertain and understand the applicability of various Acts, and shall take necessary action to comply with the requirements of all such Laws.
82. The **Service Provider** in overall perspective and spirit of this Agreement, shall be wholly responsible for ensuring the performance as enumerated above to the satisfaction of the Institute authorities.

Other Obligations

83. The **Service Provider** shall, at its own expense, make good the losses or damages to the property of the Institute caused/having arisen by the acts of commission or omission, negligence or otherwise, of its personnel and of self, while executing this contract.
84. If any theft or loss of any items of the Institute occurs during the period of this Agreement, the Contractor shall be liable for the same and shall make good the loss.
85. In the event of failure of the **Service Provider** in fulfilling its obligations wholly or in part, as mentioned in this Agreement for any reasons, whatsoever, the Institute shall be entitled to get the work done from other sources and the **Service Provider** shall be liable to pay forthwith to the Institute the difference of payments made to such other sources, and also the damages, at double the rate of payment for the period, it failed in complying with its obligations.
86. The **Service Provider** shall provide proper training to its employees regarding use of various kitchen equipment. He shall ensure that all safety measures are followed while using utensils/kitchen equipment, to avoid any mishaps/accidents.
87. The 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 during the mess working hours.
88. The attendance of entire staff shall be taken through the attendance sheet and biometric machines if provided by the Institute. The attendance may however, be checked from time to time by the Wardens and/or other Institute Authorities at its discretion. Further the maintenance of the said machines shall be responsibility of the Service Provider at its own cost.

89. The Service Provider shall be required to provide meals to his workmen who are willing to take their meals in the mess and charges thereof shall be deducted every month by the service provider from the wages of workers payable to them. These charges shall be @ one fifth (1/5th) of the cost of meals charges from each resident student per day. The Service Provider shall deposit the money deducted/collected from the workmen to the Hostel every month.
90. The Service Provider shall maintain separate list of all items received from the Hall and purchased by self. The service provider shall hand over all the equipment after completion of contract period in working condition. For any loss and damage of equipment and utensils handed over to the service provider on the date of commencement of contract, necessary deduction as per the book value shall be made from his security or other payable amounts of the service provider.
91. The Service Provider shall keep a suggestion register in each hall mess for the feedback of the students. Immediate remedial measures shall be taken if any complaint is received from the students and is to be recorded in the suggestion register. This register shall be kept in a safe place and accessible to all students of the hall.
92. The Service Provider shall be bound to comply with all the orders, instructions, guidelines, security rules etc applicable/issued from time to time.
93. The Institute reserves the right to incorporate any additional terms at any time, in the agreement as it may deem fit for the smooth operation of hall mess.
94. The opinion of the Warden in-charge/Warden in regard to the items which are necessary and desirable or reasonable for completion of work, shall be final and binding on the Service Provider whether the same are specifically shown/described in the Contract document or not.
95. Merely for the reason that in the contract document, it is not expressly provided that certain works/services are to be performed/rendered by the Service Provider at its own cost or without any additional payment or extra charge and further that it is not specifically mentioned as included or covered by the prices/rates quoted and finalized, the generality of this provision shall under no circumstances be deemed to be cut down or limited.

Submission of Bills

96. The Service Providers shall submit the bills for the service charges for each month to the Institute through the Warden, for payment.
97. The Service Provider shall collect the bills from the vendors against the procurement and purchase of the raw materials and the food items etc for each fortnight respectively and submit them in the first and third week of every month for payment.
98. The claim towards food bill/service charges duly forwarded by the Warden-in-Charge would be paid by the Hall/Institute as far as possible within 15 days from the date of submission provided the bills are found to be in order. However, the claim bills shall not be entertained unless the wages due to the workers for the month stand paid to them in full as also, the EPF and ESI contributions both towards the shares of the employees as well as the employer have genuinely been deposited within the statutory period with the concerned authorities.

99. Any claim or compensation for any cause or event for which there is no provision in the Contract, shall be made in writing to the Warden in-charge/Warden within a month of the occurrence of the cause or the event with a copy to the Institute. No claim made after the time prescribed shall be entertained or considered.
100. TDS and TDS on GST shall be deducted from all payments made to the Service Provider as per rules and regulations in force and in accordance with the Act prevailing from time to time.
101. All payments shall be paid as far as possible online for which the service providers shall submit details of its bank account to the hall/Institute. However, after transfer of payment to the account, the onus of the Institute shall stand finally over. Other payments, if any, may be made through account payee cheques.

Security Deposit

102. The Service Provider shall have to submit a security deposit of Rs.8,00,000/- (Eight Lakhs) for each of the hall, it is awarded the contract, via bank guarantee in the prescribed form, in favour of Dean, Students' Affairs, IIT Kanpur towards successful and satisfactory execution of the contract. The bank guarantee must be valid till six months after the expiry of the contract, including the extended periods, if any. The bank guarantee shall be required to be extended along with all extensions meeting the aforesaid requirement. The Institute shall have an unqualified option to invoke the same and claim the amount therein, if the service provider fails to honour any of the commitments under the contract and/or in respect of any amount due from service provider to the Institute. The guarantee amount shall be payable without demur on demand to the Institute without any conditions, whatsoever.
103. The performance guarantee shall be returned to the Service Provider without any interest 90 days after the expiry of the contract, subject to submission of "No Dues Certificate" from the HEC as well as Warden-in-Charge/ Warden towards fulfilment of all contractual obligations by the Service Provider and further that there are no liabilities or dues remaining on the part of the contractor towards its workers and EPF/ESI etc. The Security or a part thereof may be retained in case of any pending litigation in any forum/court of law in which the Institute is impleaded /implicated as a party and which is likely to cast any financial liability or lapse on the part of the Service Provider, till the final disposal of the case so as to keep the Institute fully exonerated of the liability.
104. The Institute shall be entitled to forfeit the entire amount of security deposit or part thereof as the Institute may deem appropriate if in its opinion, the Institute is put to serious financial losses or loss to its reputation due to;
- (a) Serious breach and persistent non-fulfilment or non-compliance of any statutory obligations.
 - (b) Deceitful or fraudulent acts /transactions during the contract period.
 - (c) Other misdemeanours on the part of the Service Provider **and** its workers.
 - (d) In terms of provisions stipulated elsewhere in the contract.

Indemnity

105. The Institute shall stand absolutely indemnified, immune and absolved in respect of all damages, claims, penalties, compensation, financial and other liabilities, whatsoever, if the Institute is subjected to any as such, which are caused due to;

- (a) Any accident or injury to any employee(s) of the contractor in course of the performance of the contract.
 - (b) Non-fulfilment of the obligations under various Acts and Statutes or the issues concerning the service related matters/ disputes of any nature, whatsoever, or non-payment of wages, minimum wages, gratuity, bonus etc., of its workmen whether in course of their deployment or during or after the expiry of the contract but relating to their deployment at the Institute in terms of the contract.
 - (c) Any penalties, payments for lapses, defaults and liabilities on the part of the **Service Provider** and for which the Institute is subjected or made to pay for.
106. And in case, the Institute is forced to pay any cost of any nature on account of **Service Provider's** liabilities as above or of any other kind, the same shall be paid back by the **Service Provider** to the Institute either suo-motto or within 15 days of receipt of the notice in this behalf failing which, it shall be recovered from the payments due to the **Service Provider** or from his security deposit or through other lawful mode as is deemed appropriate by the Institute.
107. The **Service Provider** in particular and without prejudice to the said generality, shall be wholly liable for all consequent claims or actions for damages or injury, whatsoever, in this regard. The decision of the Institute on any matter, arising out of this clause shall be binding in finality, on the Contractor.

Penalty and forfeiture of Security

108. The **Service Provider** shall be liable to be penalized or its security be forfeited, besides in terms of the provisions elaborated elsewhere in the contract, as follows also;
- (a) Forfeiture of 100% of security amount in case of pre-leaving of mess before completion of contract period and without giving a notice.
 - (b) Three times of the cost of two sets of uniform to the workers shall be deducted as per the purchase cost of uniform from the payments in case of failure in meeting this obligation.
 - (c) 50% of the service charge for the day to be forfeited in case of any worker(s) attendance being found tempered or the worker(s) attendance having been marked in spite of his/her absence.
 - (d) A penalty @ 1000/- per day for non-payment or delayed payment of salary, non-deposit of ESI, EPF and other dues with the respective authorities and non-submission of monthly Bills by 20th of the following month, till compliance.
 - (e) Up-to 10% of the monthly mess-service charge/mess-bill or even termination of contract for unsatisfactory or sub-standard food quality after three censures.
 - (f) A penalty @. Rs.1000/- per working day in case of non-display of the monthly mess dues of students on the date fixed by the HEC.
 - (g) Appropriate penalty at the discretion of the HEC in case of malpractice, lack of hygiene or violation of other breaches of the contract.
109. However, the penalty imposed as mentioned above, may be waived by the Standing Committee on the written request of the **Service Provider** with genuine reasons for such waiver. Every decision of the Standing Committee in this regard shall be final and binding.

Severability

110. If, for any reason, a court of competent jurisdiction finds any provision of this Agreement or portion thereof, to be unenforceable, then that provision of the Agreement will be enforced to the maximum extent permissible so that it effects the intent of the parties, and the remainder of this Agreement shall continue to be in full force and effect.

Survivor

111. Any obligation under this Agreement which is to continue either expressly or by its nature, shall survive and remain in effect, even after the termination or expiration of the contract.

Waiver

112. At no time, any indulgence or concession granted by the Institute shall alter or invalidate this Agreement nor constitute the waiver of any of the provisions hereof after such time, such indulgence or concession shall have been granted. Further, the failure of the Institute to enforce at any time, any of the provisions of this Agreement or to exercise any option which is provided herein for requiring at any time, the performance by the **Service Provider** of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement nor in any affect the validity of this Agreement or any part thereon or the right of the Institute to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

Force Majeure

113. 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, pandemics/epidemics and acts and regulation of the Government of India or any of its authorized agencies.
114. 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.
115. 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.
116. 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.
117. However, if the contract is terminated on account of continued force majeure conditions, the Institute shall be at liberty to continue to take/carry on the work being rendered by the personnel of the contractor so long, it deems appropriate and the **Service Provider** in such circumstance shall have no claim on its said workers.
118. If the force majeure conditions persist for too long a period, which shall be determined by the Institute at its discretion, the Institute shall have the right to terminate the contract forthwith without giving any time to the service provider.

Arbitration

119. Except as otherwise provided anywhere in this offer, if any dispute, difference, question of disagreement or matter, whatsoever, before or after completion or abandonment of work, 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, the same shall be referred to a Sole Arbitrator to be appointed by the Dy. Director of the Institute at the time of dispute.
120. If the arbitrator, to whom the matter is originally referred, dies or refuses to act or resigns for any reasons from the position of arbitration, it shall be lawful for the Dy. Director of the Institute to appoint another person 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 its predecessor, provided both the parties consent to this effect, failing which, the arbitrator shall be entitled to proceed on the matter de-novo.
121. It is a term of the contract that the party invoking the arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.
122. It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.
123. The venue of the arbitration shall be at Kanpur.
124. Subject as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof and rules made there-under and for the time being in force, shall apply to the arbitration proceedings under this clause.

Interpretation

125. Should there be any dispute or confusion in regard to the interpretation of any stipulation of this agreement, the same shall be referred to the Director of the Institute whose decision in this regard shall be final and binding on the parties.

Power of Entry

126. 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 document, or
 - b) violates any of the statutory provisions including but not restricted to the Minimum Wages Act, ESI Act and EPF Act etc. 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 materials or articles, or
 - g) commits or suffers, or permits any other breach of any kind or observes or persists in any of the above-mentioned breaches of the Contract, in spite of a notice in writing having been given requiring such breach to be remedied, or
 - h) if the Service Provider abandons the works,

then in any of such cases, the Institute shall have the power to enter upon the premises and take possession thereof and of the materials 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 materials pertaining to the Service Provider and to recover the said deficiency out of the proceeds of the sale.

Termination

127. The contract may be terminated by the either party by giving one month's written notice to the other party without assigning any reasons, whatsoever and without payment of any compensation, thereof. However, the Institute shall give only 24 hours' notice for termination of this Agreement to the **Service Provider** when there is any major default in compliance of the terms and conditions of this Agreement or the Contractor has failed to comply with its statutory obligations. Major default shall be determined by the Institute at its sole discretion.

128. If the **Service Provider** does not commence any work in the manner or does not perform its obligations/onus as per requirement or if at any time in the opinion of the Institute, the; **Service Provider**

- a) fails to carry out the work in conformity with the contract, or
- b) substantially suspends the work without authority from the Institute, or
- c) fails to carryout and execute the work to the satisfaction of the Institute, or
- d) commits or permits breach of any other kind, or
- e) observes or persists in any of the above mentioned breaches of the contract, in spite of notice in writing having been given by the Institute requiring such breach to be remedied, or
- f) the Contractor abandons the work,

Then the Institute shall have the power to rescind/terminate the contract and to carry on with the work by the **Service Provider** workmen and supervisor(s) or may get the work done through any other agency, as the Institute in its absolute discretion may think proper, without making any payment to the Contractor.

129. This Agreement may be terminated forthwith if the contractor goes insolvent, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors or either party ceases its operations.

130. This Agreement can further be terminated by the Institute in terms of the stipulations provided elsewhere in the contract.

Completion Certificate / No Dues Certificate:

131. The **Service Provider** shall normally be issued the completion certificate by the Warden in-charge /Warden within 1 (one) month of receiving an application form him to the effect that the work has been completed in accordance with and as set out in the Contract and No Dues from the Hall is cleared. The Service Provider, after obtaining the No dues certificate, is eligible to present the final bill under the terms of the Contract.

Jurisdiction

132. The Contract shall be governed by and construed 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 hear and decide such actions and proceedings.

Part-III

Form-A

Application/Letter of Transmittal for Providing the Messing Services at IIT Kanpur

1. Name of the firm :
2. Registered address :
3. Corporate address :
4. Contact details (telephone/mobile number(s), email address) :
5. Website of the firm, if any :
6. Name of the owner(s)/ Partners/ Directors
(Attach the bio-data and Aadhar No. of each member) :
7. Name of the authorized representative of the firm,
along with father's name, address, phone no. and email id. :
8. Registration number of firm and date :
9. EPF registration/code number and date
and place of registration. :
10. ESI registration/code number and date
and place of registration :
11. PAN No of the firm :
12. GST Registration No :
13. Turnover in Lac:
 - Financial Year 2018-2019 :
 - Financial Year 2019-2020 :
 - Financial Year 2020-2021 :

14. Proof of payment of Income tax (for last 3 years)
(Copy of Income Tax return to be attached)

Financial Year 2018-2019

Financial Year 2019-2020

Financial Year 2020-2021

15. Total experience (in years) in providing catering services
(Please attach detailed information in Form-D)

16. Other relevant information (please attach)

17. Litigations, if any
(If yes please attach the details)

18. Checklist of necessary documents (please attach)

I/ _____ (Name) _____ (Designation) _____ (Name) _____ We

e of the Firm) hereby declare that I have gone through the entire bid document and thereafter am/are submitting this application. The information furnished above is true and correct to the best of my knowledge and belief. I also understand that if at any stage, the information is found to be false, incorrect or misleading, my firm shall be removed forthwith from the panel of the service providers, and the work/contract, if awarded, shall be terminated, without assigning any reasons and my firm shall be permanently debarred from rendering any service to the Institute.

Date :
Place :

(Authorized Signatory)
Sign and seal

Form -B

**Details of all Works of Similar Nature Completed during the Last Five Years
as on 01/01/2022**

Name of the bidding firm:

Sl. No.	Name & address of the organization to whom services provided	Type of employer organization (Govt/PSU/ Private Unit/ Industry/ Educational Institute/ Autonomous bodies)	Scope & nature of work	Total number of dining strength	Date of commencement of contract	Date of completion of contract	Whether successfully competed (Please specify the reason if the contract terminated)	Name, address and telephone of the officer under whose supervision the work is done and to whom reference may be made.	Remarks

Note: Experience Certificate in Form D to be attached

Date :
Place :

(Authorized Signatory)

To,

The Director
IIT Kanpur

Solvency Certificate

This is to certify that to the best of our knowledge and information, M/s..... (address)
..... a customer of our bank is respectable and be treated as good for an engagement up to
a sum of Rs..... (Solvency amount) only as on..... (Date of Certificate).

This Certificate has been issued without any risk and responsibility on the part of the Bank or any of its officers. This certificate is issued at the specific request of the customer.

Yours faithfully,

Bank Officer with designation and seal
For.....Bank

Experience Certificate

(To Whom So Ever It May Concern)

This is to certify that.....(Name of the contractor/agency/firm) provided/has been providing..... (type of service) service to us from.....(start date) to (end date). The above mentioned agency has clean/good record in all respect including payment to workers and their statutory dues (EPF & ESI) without any illegality/malpractices and to the best of my knowledge, no legal proceeding is pending or contemplated.

In qualitative terms, the service provided by above mentioned contractor/agency/firm is excellent/good/satisfactory/unsatisfactory (strike out whatever does not apply).

In a scale of 0 to 10, 0 being the lowest score and 10 being the highest score, their quality of service provided to us gets a score of.....(in words :.....).

Date:

(Signature of the Issuing Authority)

Name and Organization's seal

Reference Quantitative Scale

< 6 : Unsatisfactory, ≥ 6 and <8 : Satisfactory, ≥ 8 and <9 : Good, ≥ 9 : Excellent

SAMPLE COMMON BASIC MESS MENU

Day	Breakfast	Lunch	Dinner
Daily (compulsory)	Tea/Milk with coffee or Horlicks or Bournvita/ Cornflakes/ Sprouted Grains (Chana, Moong, Badam)/ Dalia	Boiled Rice, Chapati (Plain and Buttered), Sambhar, Pickle, Curd/Lassi/Raita/ fresh fruits/ Boiled egg, salad (Cucumber, tomato, onions, Green chili, Cabbage, carrot, Beetroots, Radish, Lemon)	Boiled Rice, Chapati (Plain and Buttered), Rassam, Pickle, Salad (Cucumber, tomato, onions, Green chilli, cabbage, carrot, Beetroots, Radish, Lemon)
Monday	Bread with Butter/ Jam/ Boiled egg (or) Vada Sambhar/ Idli/ Uttapam and Coconut Chutney	Seasonal Vegetable, Daal	Seasonal Vegetable, Daal, Sweet Extra: Mutton Curry/Chicken curry/ Keema
Tuesday	Bread with Butter/ Jam/ Boiled egg (or) Pav Bhaji/Sandwich (potato/veg)	Seasonal Vegetable, Daal, Aam Panna	Paneer Item, Daal, Sweet
Wednesday	Bread with Butter/ Jam/Boiled egg (or) Poha and Jalebi with dahi	Seasonal Vegetable, Daal Extra: Egg Curry	Chola Bhatura/ Kulcha/ Poori Veg. Biryani/ Pulao/ Peas/ Pulao/ Zeera Rice, Sweet Extra: Chicken Biryani/ Mutton Biryani
Thursday	Bread with Butter/ Jam/ Boiled egg (or) Plain Paratha /Poori/ Stuffed paratha with Aloo Tamatar sabji	Seasonal Vegetable, Daal	Paneer Item, Nan/ Tandoori roti/Poori/ Kulcha, Fried Rice, Daal, Tawa Fry(Karela Allo, Tomato, Simal Mirch, Brinjal, Landies finger), Sweet
Friday	Bread with Butter / Jam / Boiled egg (or) Chilla/ Cutlet with bread and Green chutney/Sauce	Seasonal Vegetable, Daal/ Kadi	Seasonal Vegetable, Daal, sweet Extra: Fish Curry
Saturday	Bread with Butter / Jam/ Boiled egg (or) Upma / Daliya with Chutney	Seasonal Vegetable, Daal, Aam Panna	Seasonal vegetable, Daal, Sweet, Finger Chips

Sunday	Bread with Butter / Jam / Boiled egg (or) Masala Dosa with Coconut chutney and sambhar	Paneer item(any) Stuffed Paratha (Aloo/Mixed/ Paneer/ Onion/ Aloo-Onion), Veg. Pulao, Papad, Fruit Chat Note: No Chapati (Daily Menu not Applicable)	Seasonal Vegetable, Daal, Sweet Extra: Egg Curry
Sick Diet	Khichdi, Curd, Baked Potato and Onion/ Boiled Potato/ Plain Potato Sabji, Boiled Vegetables, Chapati, Milk (200ml) and bread		

Extra items	Omlette (Full fry, Half fry), Egg Bhujija, Boiled Egg Fried Rice, Jeera Rice, Fried Potato, Custard(Fruit), Gulab Jamun, Fruit Cream, Ice Cream, Rasgulla, Rasmalai, Dahi wada, Malai chop, Halwa(Gajar/Moong), Kheer, Semiya, Chicken/Mutton/Fish/Paneer Items. Rates of the extra items as well as the meal coupons would be decided by the HEC in consultation with the service provider.
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Note: All items of the common basic mess menu shall be unlimited in quantity unless specified except for the following:

1. Butter : 20 gms
2. Jam : 20 gms
3. Coffee : The Residents have a choice to mix coffee in the milk. Coffee in a glass container shall be kept at the counter at the time of breakfast.
4. Milk : 200 ml
5. Sweet Dish : 150 gms
6. Curd/Raita : 100 gms

Permissible/suggested Brands for maintaining the Quality Standard of Food Preparations

<u>Item</u>	<u>Brand</u>
Salt	- Tata, Annapurna, Nature Fresh, Nirma.
Spices	- MDH, Everest, Badshah, Catch, Victory, Goldee, Tata.
Rice	- India Gate, Dawat, , Patanjali, Kohinoor, Shakti Bhog.
Ketchup	- Maggi, Kissan, Heinz, Patanjali.
Oil (Refined)	- Sundrop, Godrej, Saffola, Fortune, Trishul, , Nature Fresh, Patanjali.
Pickle	- Mother's or Priya or Nilon's, Patanjali.
Atta (Wheat)	- Aashirwad, Pillsbury, Annapurna, Shakti Bhog, Rajdhani, Ahaar, . Nature Fresh.
Instant Noodles	- Maggi, Patanjali.
Flavored fruit drinks	- Rasna, Patanjali.
Papad	- Lizzat, Patanjali.
Butter	- Amul, Britannia, Mother Dairy.
Bread	- Modern, Kwality, Britania.
Jam	- Kissan, Maggi, Tops, Patanjali.
Ghee	- Amul, Mother dairy, Patanjali, Namaste India, Britania.
Milk	- Amul, CCB Dairy, Mother Dairy, Parag, Namaste India
Paneer	- CCB Dairy, Amul.
Tea	- Brook Bond, Lipton, Tata, Mohini.
Coffee	- Nescafe.
Cornflakes	- Patanjali, Kellogs', Mohan,
Suji	- Organic, Ashirwad, Ahaar, Surya, Rajdhani, Shakti Bhog, Annapurna, Pillsburry.
Beson	- Aashirwad, Annapurna, Rajdhani, Ahaar, Nature Fresh, Surya, Shakti Bhog.
Dalia	- Patanjali, Shakti Bhog, Rajdhani, Annapurna, Ahaar, Aashirwad.
Maida	- Surya, Trishul, Rajdhani.

If any unbranded item like rice, dal, atta etc shall be purchased, approval of the HEC of the hall is necessary to maintain its quality/ standard. The HEC can alter the above brands in consultation with the service provider. The uses of mono-sodium glutamate (Ajinomoto), Dalda (Vanaspatti), Palm oil and other items known to pose health hazards for preparation of mess food is strictly prohibited.

Model Bank Guarantee Format for Security Deposit against Performance Guarantee

To

The Dean,
Students' Affairs,
Indian Institute of Technology, Kanpur,
Kanpur- 208016
U.P., India

WHEREAS
(name and address of the contactor), hereinafter called "service provider", has undertaken, in pursuance of f dated to provide messing service in Hall No- as per the terms and conditions laid down in the agreement (herein after called "the contract");

AND WHEREAS it has been stipulated by you in the said contract that the service provider shall furnish you with a bank guarantee from a scheduled commercial bank recognized by you for the sum specified therein as security towards performance guarantee for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the service provider such a bank guarantee.

NOW THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total of Rs.8,00,000.00. (Rupees Eight Lakhs only) and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the above contract and without cavil or argument, any sum or sums within the limits of Rs.8,00,000.00 (Rupees Eight Lakhs only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service provider before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract document which may be made between you and the service provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

.....
(Signature of
the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

MESS REBATE RULES

1. All residents of 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 of Residence by the Dean of Student's 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 the 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:
 - a) He / She is on medical or vacation leave from the Institute. The rebate period will include Institute holidays and Saturdays/Sunday falling before or after the leave.
 - b) He / She is out of station for academic or Institute work (duly certified by authorities).
 - c) He / She is unable to take mess food for health reasons as certified by a Medical Officer or the Health Centre of the Institute.
 - d) 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.
 - e) 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 Clause (4) above, the 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. The 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 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/- (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 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/she 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 from the Warden(s).
13. The above rebate rules shall be applicable uniformly to all mess members, including non-residents.
14. In addition, the undergraduate students are entitled to 100% rebate throughout the 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 concerned activities of Hall of Residence.

Annexure-E (sample contract)

AGREEMENT

(For providing messing services in Hall of Residence - at IIT Kanpur)

This Agreement is made on this, theday of....., 2021

BETWEEN

Indian Institute of Technology Kanpur (hereinafter referred to as the Institute) incorporated as a body corporate under the Institutes of Technology Act, 1961, through its Director, represented by Dean of Students Affairs of the first part.

AND

M/s a proprietary/partnership firm/Company having its registered office at (hereafter referred to as the Service Provider) which expression shall include his/their respective heirs, executors, administrators and assigns), represented by Shri son of resident of of the other part.

Whereas, the Institute has on its campus a number of students' hostels called Halls of residence wherein the students reside and dine.

And whereas, with each hall of residence, there is a mess premise provided for cooking and serving of meals to the students.

And whereas, the Institute had invited pre-qualification bids with the given stipulations, for empanelling the service providers, from the interested agencies/firms and subsequently after being selected, to enter into contract to provide the messing services in the said mess premises on two modes i.e. "Fixed cost service charge" basis and "Per student per day" basis.

And whereas, having received the bids as aforesaid from the respective agencies/firms, the Institute had empanelled certain agencies/ firms for selecting them onwards for rendering the operational services in terms of the stipulations provided in the pre-qualification bid document.

And whereas, the Hall No.....had thereafter invited offers from amongst the empanelled service providers to render the services as aforesaid to its hall mess.

And whereas, after considering and evaluating all the offers and duly interacting with the respective agencies, the offer of M/s.....has been found to be most suitable for the job.

And whereas, all the terms and conditions, specifications as well as the scope of work to be done etc, as set out in the tender documents and attached hereafter in this contract, have been read and understood by the aforesaid service provider and are acceptable to the firm as well as the Institute.

And whereas, both the parties to this agreement have agreed to execute upon and subject to the terms and conditions set forth hereafter.

And Whereas, the service provider has deposited a sum of Rs 8,00,000/- (Rupees Eight Lac only) as security deposit in the form of bank guarantee issued on _____ Bank in favour of Dean of Students' Affairs, IIT Kanpur for the said work and has agreed that this be retained by the Institute.

And whereas, in pursuance thereof, the Service Provider has commenced/shall commence the work with effect from **01 March, 2022**

Now therefore, it is hereby agreed as follows:

1. That this contract is for rendering the messing services under the "**Fixed Cost Service Charge Basis**".
2. That the duration of the contract shall initially be for one year effective from the date of commencement of work and shall be extendable for such periods as is agreed upon between the parties.
3. That the fixed cost service charge for providing operational services in the mess of Hall- under the above mode shall be Rs 8,29,080/-, exclusive of all costs including the overhead/profit/service charges for a student strength of 450 and deployment of 40 workmen/employees.
4. That all the terms and conditions shall be as are provided in Part-I i.e. the Guidelines for submission of bid, Part-II i.e. the terms and conditions of the contract, Part-III consisting of various forms, appendices and annexures etc. of the bid document and which shall form the part and parcel of this agreement. The letter of intimation issued by the Institute to the service providers of its empanelment and the official letter intimating the award of contract shall also be the part of this agreement.
5. That the several parts of this Contract have been read and fully understood by us.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THISDAY OF....., 2022.

On behalf of IITK
Dean, Students' Affairs

In the presence of

Chairman, Council of warden

Warden-in-Charge Hall.....

On behalf of Service Provider

In the presence of

Annexure F

Financial Bid against Wages as per the Current Rates (Shall be change on increase or decrease of Minimum wages Rates)

Sl. No.	WORKERS	CATEGORY	NO OF WORKERS	Revised rates w.e.f 01.10.2021	Proposed Service Charges after Revision of MEC w.e.f. 01.10.19
(a)	(b)	(c)	(d)	(e)	(f)
1	Manager	Highly Skilled	1	864	25920
2	Asstt. Manager/Coupon/Store Clerk & Cooks	Skilled	6	795	143100
3	Semi Skilled	Semi Skilled	6	724	130320
4	Un-Skilled	Unskilled	27	654	529740
5	Total		40		829080
6	*Profit Margin/Service/Over Head Charges of the Service Provider (%) (To be quoted by the Service Providing Agencies as Financial Bid).% of total amount i.e. 5 (f)			
7	Total				
8	Service tax/ GST 18% or actual (To be paid by this Institute)				
9	EPF 13% or actual including EDLI & Administrative Charges (To be paid by this Institute)				
10	ESI 3.25% or actual (To be paid by this Institute)				

Note :- A total of 40 workers per day shall be deployed if the student strength of the particular Hall is in between 426 to 475 i.e. workers strength shall remain unchanged in case of ± 25 students of base students strength of 450. If the students strength increase more than 25, 2 unskilled workers for a period of 26 days shall be deployed/ removed by the Service Providers for every increase/decrease of 25 students. Suppose students strength reach 476, additional 02 unskilled workers shall be deployed by Service Providers for a period of 26 days and the amount a sum of Rs $2*26*654 = 34,008/-$ shall be added in bill base price i.e. Rs 829080/-. Thus a total of a sum of Rs 8,63,088/- shall be basic bill price. If the students strength decrease i.e reach 425, then Bill base price shall of Rs 7,95,072/-. If any firm deploys less nos of workers in particular month, the bill base amount shall be calculated as per the actual nos. of workers deployed. However, in case additional man power is deployed, the bill shall be prepared as per the applicable man power.