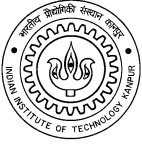


Part – I



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 to provide education of the highest standards in different streams of technology and research. Around 9500 students and research scholars stay in **15 Halls of residence** (hereinafter referred to as the **Halls**) at the Institute.

A mess to provide meals to the residents is attached to each of these halls. Accordingly, each hall has an “HEC” (Hall Executive Committee), which is authorised to regulate mess-related activities on a day-to-day basis. The administration of halls includes a “**Warden in-Charge and other Wardens**” nominated and authorised by the Institute to act on its behalf to operate the mess contract and supervise. The strength of the residents in each of the halls typically remains around ~ 450 students during the academic year, with some variations. However, during vacations, the strength of the students may reduce substantially.

2. The scope and nature of the Work are broadly defined in part II of the bid document; simultaneously, the Hall is described therein.
3. IIT Kanpur invites bids from firms with relevant operational service experience to run the Mess in the Hall. The contracts would be awarded thereafter from amongst the empanelled Service Providers. The mess services would be of the following mode:

- (a) **On fixed cost service charge basis:** The Institute shall provide a fixed service charge per month to the agency/firm for providing the messing services as described in the scope of work for a fixed number of students and the workers employed as per the minimum wage rates applicable on 15.04.2025. However, the same shall be subject to revision if there is any hike in the minimum wage rate. This excludes the cost of the raw materials or input 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 the catering business for the last 5 (Five) years as of 01-03-2025, out of which, the bidders should have:
 - (a) 3 (three) completed/running works/assignments in the IITs / NITs / Universities / CFTIs / Government educational institutes, Central Public Sector Undertakings and/or reputed industrial organisations, each having not less than 300 persons on its dining strength **or**
 - (b) 2 (Two) completed/running works/assignments in the IITs / NITs / Universities / Government funded educational institutes, Central Public Sector Undertakings and/or reputed industrial organisations, each having not less than 400 persons on its dining strength **or**
 - (c) 1 (one) completed/running works/assignments in the IITS / NITS / Universities / Government educational institutes, Central Public Sector Undertakings and/or reputed industrial organisations, each having not less than 500 persons on its dining strength.
6. The applicant's average annual gross turnover during the last three financial years, i.e. 2021-2022, 2022-2023 & 2023-24, must be a minimum of 50% of the total estimated value, which will be decided during empanelment.
7. The bidder should not have incurred any loss during the last three years ending 31-03-2024.
8. The bidder should have a solvency of INR One Crore (Rs. 1,00,00,000/-) on the letter head of the Bank.
9. The bidder should have experience in procuring raw materials for mess/catering services.
10. To execute the contract satisfactorily, the applicant should have a sufficient number of trained employees on its payroll. To substantiate this requirement, a copy of the EPF statement of workers on roll for January 2025 (deposited in February 2025) must be attached to the bid document.
11. The applicant should have an amicable performance record, including the payment to its workers and their statutory dues, without any illegal malpractices. The applicant shall provide evidence of being in good standing for the 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 Services Tax Act and have a GST number.
14. The bidder should have its own Code Numbers under the Employees Provident Fund and Miscellaneous Provisions Act, 1952; Employees Insurance Act, 1948; and **Registered Contract Labour (Regulation & Abolition) Act, 1970.**

Note:- Bidders are required to include a profit margin of not less than 3.85% in their quotes.

Earnest Money Deposit (EMD)

15. The bid must be submitted along with the Earnest Money Deposit (EMD), i.e 5% of the total estimated value/an amount of Rs 55000/-, through a bank demand 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 Deposits as per the MSMED Act/ rules in force.
16. The EMD must be valid for 90 (ninety) days from the date of submission of the bid.
17. The Earnest Money Deposit of agencies that are not empanelled shall be returned without interest after 90 days of empanelment, subject to a written request having been made by the agency on this behalf.
18. The EMD will be liable for forfeiture in case of withdrawal of the Bid by the 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 an envelope system. The first envelope will be named a Technical Envelope & will contain documents of bidders as mentioned below from (a) to (q), scanned copies EMD, NIT, etc. and the second sealed envelope will be named Financial Envelope containing Rate Quote Sheet which contain % of service charges (overhead charges). The bidder shall submit the TECHNICAL BID ENVELOPE and FINANCIAL BID ENVELOPE simultaneously. The technical bids will be evaluated first, and thereafter, only the financial bids of technically qualified bidders shall be opened. The firm must upload copies of the following documents along with the Technical Bid. Bids with deficient 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 the 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 the CLRA Act, 1970
 - j) Other Statutory Registrations/Licenses, if any.
 - k) Experience Certificates in **Form-D**.
 - l) Certified audited Balance Sheet, income & expenditure or profit & loss Account and Receipt & Payment Account for the last three financial years from 2021-22, along with the Income Tax Return, annual GST return & Form No. AS26 and 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 the bidder is a partnership firm, the authority must be signed by all the partners.
 - n) Bank Draft of EMD amount.
 - 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 payment.

- q) Successful work completion certificates for the last three years and other documents, if any, as provided elsewhere in the Tender document or deemed necessary.

Note: The firm should submit self-attested copies of all the documents mentioned at point no. a-q.

Other Information and Amendments in the Bid Document

21. Any changes and amendments to the bidding schedule and other matters will be notified on the Institute website well in advance, and the same shall be binding. However, to allow the bidders a reasonable time to take 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 prospective bidders should check 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 Deputy Registrar, Student Affairs, in writing or by email at his mailing address (officer1_sa@iitk.ac.in) seven days before the last date of submission of bids. However, queries and clarifications shall simultaneously be noted on the Institute website for the information of all prospective bidders.

Pre-Bid meeting

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

Cost structure of the services.

25. The prospective bidders should note that at least 40 workers shall be deployed for a base student strength of 426 to 475.

The skill level of 40 workers shall comprise of (a) Highly Skilled – 01 (Manager), (b) Skilled 06 (Assistant Manager – 1, Cook – 03, Coupon Clerk-01, Storeman – 01), (c) Semi-Skilled 06 (Supervisors) and (d) Unskilled 27. These workers shall be paid minimum wages as revised by the Chief Labour Commissioner (C), New Delhi, from time to time.

There shall be Service Charges or Overhead Charges of the service-providing agencies. In the financial bid, the firms shall quote their Service or Overhead Charges in **Annexure F**. The Bidders shall provide uniforms to their workers, and the Service Provider will also perform minor maintenance of the kitchen equipment. Hence, these two charges shall be part of Profit Margin / Service Charges/ Overhead Charges.

Other Instructions/Conditions

26. The bidders are advised to thoroughly review all the stipulations provided in the entire bid document before opting for the bidding.
27. The Bid must be in computer printouts in English, complete in all respects, along with attachments, as mandated and should be signed under the firm's seal by the competent person signing on behalf of the firm submitting the Bid. The person signing the bid as above must also mention his/her full name and capacity below their signature.
28. Overwriting, if any, should be avoided. However, it should be duly attested and signed if it is unavoidable.
29. The bid should not be ambiguous or contain insufficient information. The party submitting the bid shall not be allowed to make additions/alterations to the bid document. Therefore, any such additions/alterations shall be at the parties' own risk, and the bid shall be 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 insufficient, the same may be provided in a separate sheet, duly attached to 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 penalised 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 any other manner will likely 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.
34. The particulars described in the scope of works are only provisional and not exhaustive and have been given to assist the bidders in preparing their bids.
35. The bidders, if they so prefer, may visit and examine the campus at their own cost and obtain a pre-assessed view of the overall scope and nature of work for preparing their bids. Prior permission to this effect may be obtained through email to officer1_sa@iitk.ac.in (**officer1 underscore sa@**) or telephone at 0512-659-6866 (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 their annexures shall be part of the Technical Bid. Financial Bid shall be given in Annexure F.
37. The bids should be submitted online through the 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 bids shall be opened on the designated date, followed by the presentation by the eligible bidders, whose date will be intimated by telephone or email. After evaluation of the technical bids and the presentation, the financial bids shall be opened with due intimation to the technically qualified bidders.

The Institute reserves the right to reject any or all tenders/bids/ without assigning any reason. For any query/clarification, please get in touch with the Deputy Registrar (Students Affairs), IIT Kanpur, during working days between 1100 Hrs. and 1700 Hrs. on telephone no. 0512-659 6866 or e-mail id: officer1_sa@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 scrutinised based on the documents as required under Clause 20 (a) to (q) of these Guidelines and their Eligibility criteria laid down in paragraphs 4 to 14.
 - (b) The shortlisted bidders will be called for a presentation/discussion on a given date and time through the Institute website/email for a detailed evaluation.

Finally, the bids would be evaluated in technical terms for empanelment as per the details given below.

Presentation discussion: 60 Points

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

The agency that scores more than 50% of the aggregate points in the evaluation stage of their technical bids shall be eligible for the next stage, and their financial bid shall be opened.

Financial Evaluation Criteria

The financial bid of the technically qualified Bidders shall be opened. All the qualified Bidders shall be offered the L1 price, and empanelment will be done to those Bidders who will accept the L1 rate and abide by all the terms and conditions of the Bid Documents.

Abnormally low or high bids will be rejected.

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 the succeeding paragraphs 40 to 42.

Selection of Service Provider and Award of Contract

40. Each hall shall form a committee approved by the Dean of Student Affairs to select one agency for awarding the contract for rendering the mess 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 the extra menu provided to them in a sealed envelope. Thereafter, a meeting will be arranged between the Service Providers and the HEC of the Hall concerned for discussion and interaction, the date, time and venue of which shall be communicated to all the empanelled Service Providers adequately. The Service Providers shall submit their rates in a sealed envelope when 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 based on the points scored.

Quoted price alone may not be the sole criterion for awarding the contract. When awarding the contract, interaction with the hall committee and the offer prices will be considered. The benchmark for the selection of a Service Provider would be as follows:

Discussion with Hall committee	: 50 Points (Handling of Hall-related issues	: 20 Points)
	(Mess Manager Qualification	: 05 points)
	(Cook's & other staff Skills	: 05 Points)
	(Past service & based on	: 20 Points)
	present presentation)	

Quoted price for the decided menu: 50 Points
(The above points are out of 100 points on the scale)

A Service Provider shall not be awarded a contract for more than 3 (three) halls at a time. However, the Institute can decrease or increase the number of Halls for Service Providers. Suppose any Service Provider/contractor is found to have been selected for more than three halls. In that case, the Institute shall have the discretion to replace the selected Service Provider for such an extra number of halls through lottery or any other norms to be decided by the Institute.

41. The successful Agency/firm, which has been finally selected for providing manpower services in a particular hall/hall, shall furnish, in its name and at its cost, a non-judicial stamp paper of Rs.100/- for the 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 Providers in case the Firm/Agency to whom the contract is awarded fails to sign the 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 reason 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 mess services to the Hall residents of IIT Kanpur. The Scope of Work covered by the Contract is broadly but not extensively described as follows:
 - a) Cooking and serving three meals, i.e., breakfast, lunch and dinner, as well as evening tea and light snacks, if required throughout the year (If desired by the authorities), irrespective of the number of students.
 - b) Managing and controlling stocks and inventories.
 - c) Cleaning of utensils, kitchen and serving items.
 - d) Cleaning the mess premises, including cleaning the fan cooler, etc.
 - e) Security of the equipment, utensils and other items in the mess.
 - f) Maintenance of the equipment in the kitchen and dining areas.
 - g) Maintenance of books, ledgers, other records and documents related to the running of the mess.
 - h) To maintain all records to be maintained by the Service Provider under the CLRA Act, 1970, and Other enactments are enforceable and produced before the concerned Labour Authorities.
 - i) Deployment and supervision of adequate manpower for carrying out all the works.
 - j) To sell the coupons to guests and others.
 - k) Procuring all raw materials in consultation with the hall HECs.
 - l) The Service Provider shall register with FSSAI to provide messing services in this Institute's hall(s) immediately if selected to provide messing services in any hall of the Institute.
2. The Service Provider shall not be allowed to (i) 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 or (ii) stay overnight in the mess/ Hall.
- 2 (a) A dedicated **Standing committee** as detailed in **Appendix G** will be consulted /apprised in written communication, and approval will be sought for any change/modification in the scope of work as mentioned in Part II (1) of this document.

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 with the existing conditions affecting the work for 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 arise due to such information or the lack of the same. Any errors, defects or omissions in the description or quantity or omission thereof shall not vitiate the contract or release the Service Provider from executing the work in the contract according to the specifications.

4. The Service Provider shall be deemed to have known the scope, nature, magnitude and 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 following 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 executed by and between the Institute and the Firm, **in terms of the Contract Labour (Regulation and Abolishment) Act, 1970 and the Rules framed thereunder** by the authorised/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 the Indian Institute of Technology Kanpur.
 - c) The **“Empanelment”** means enlistment of Service Providers to provide 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 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 the elected residents and Hostel administration, which is authorised to regulate the activities relating to the mess of the Hall concerned under contract on a 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 authorised 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) **“Stale Food”** means the unrefrigerated cooked food not consumed within 6 (six) hours in the summer months and 10 (10) hours in the winter months, and which shall be deemed unfit for consumption.

- j) **“Standing Committee”** means a committee constituted by the competent authorities to look into the matters of fines/penalties proposed to be imposed on the Service Provider by the HEC in the matter 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 the Director expressly authorizes 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 rooms for residents with a centrally located dining facility, administrative block, coffee shop, etc. and is fully accessible for transport. The Hostel, including the extension residence facility, is designed to accommodate **approximately** 450 students with a variation.
- 7. The Hostel residents generally stay on the premises and avail of dining services throughout the academic year.
- 8. Scholars employed otherwise in the Institute may also be allowed to stay on the hostel premises besides the registered students. Such scholars shall also avail the mess facilities.
- 9. Generally, the strength of the residents remains at approximately 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 of the dining facilities in the Mess as outside members by the Warden-in-charge/Warden.
- 11. The Hostel is provided with a self-contained centralised mess, comprising a kitchen and dining facility to prepare and serve meals to the residents and other authorised persons. The mess is well-equipped with furniture, cooking facilities, utensils, appliances, equipment, etc.
- 12. The Hostel is under the administration of a Warden-in-charge/Warden who exercises overall control of all activities related to the Hostel, including dining services.

Empanelment Period

- 13. The empanelment shall be for a three-year term from the date of empanelment. However, the empanelment period may be extended for two years on satisfactory services with mutual consent (one year at a time). At its discretion, the Institute may terminate the empanelment at any time by giving one month's 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 unsatisfied, shall have the right to remove any of the Service Providers from the 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 will 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, commence from the date of commencement of the work. The Service Provider shall ensure that its resources are mobilized to commence the work within the stipulated period. Unless otherwise terminated under the provisions of relevant clauses, the contract 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 includes the wages of the workers (mentioned in clause 25 of the Guidelines Part I) plus profit margin or service or overhead charges of bidders, plus GST as applicable, which 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 the base student strength of 450. If the student's strength increases/decreases by more than 25 students, two unskilled workers shall be deployed/removed by the Service Providers. Subsequently, a sum of Rs 41860/- ($2 \times 26 \times 805$) shall be added to the base price/removed from the base price. This practice shall be followed as and when strength increases/decreases.
- (c) The **Service Provider** will be liable for the payment of GST and other taxes, if any, and for the increase in the minimum wages by the Chief Labour Commissioner.
- (d) The **Service Provider** shall also be entitled to reimbursement of the employer's share of contribution towards the EPF and ESI, including the EDLI and administrative charges.

Assignment and Subletting:

17. The **Service Provider** shall not assign or sublet the job to any subcontractor wholly or in part, for any benefit or interest thereon or thereunder or otherwise, without the written consent of the **Institute Standing Committee**. (Annexure G, The whole of the assigned work included in the contract shall be executed by the **Service Provider**, 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 penalising the contractor and/or terminating the contract.

Meals and Service

18. The **Service Provider** shall provide 3 (three) meals daily, i.e. breakfast, lunch and dinner. Each meal will be served for 2 to 2 ½ hours. However, some halls may also require the Service Provider to serve evening tea and snacks. The HEC of the halls concerned will communicate the menu details and timings. The charges for the evening tea (with snacks) will be worked out and decided upon with mutual consent.

19. The HEC will decide the timings of each meal on different days. 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 the cooking and serving of all **Vegetarian and Non-Vegetarian** food items separately, **which is a must**. In no case should the Vegetarian food items be cooked at the place, nor will they 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 Institute's penalty and /or fine in this regard will 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 that stale food is not recycled. Stale food shall be removed from the mess premises as soon as possible, and under no circumstances shall stale food be served for consumption.
22. The food shall be neither too spicy nor too oily. The food preparation should be wholesome and cater to the residents' tastes and hygiene.
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 cooking again.
24. The food shall be cooked and served in clean utensils, and no laxity shall be permitted. The utensils shall have to be always maintained sparkling clean.
25. The Service Provider shall pay special attention to always maintaining the mess in a clean and tidy condition. 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 the Service Provider
26. The HEC shall be authorised 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 the "sick diet" of the students in the room. For students admitted to the Institute Health Centre, the sick diet must 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 Service Provider's responsibility to facilitate the procurement of raw materials and food articles as may be required for a menu.
29. The Service Provider shall ensure the 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 at a stretch. However, the Service Provider shall ensure that a sufficient stock of other raw materials is stocked in the store of consumption for 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 the full right 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 Central U.P. Gas Ltd. (CUGL). The Service Provider shall use the PNG as the sole fuel. The Service Provider shall be held responsible if any disconnection of PNG is caused by a delay in payment or any other reason. In such an event, 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 appliances like toasters, refrigerators, geysers, water coolers, mixers/grinders, ovens, and other equipment for cutting/grilling vegetables. The Service Provider may also use any other electrical cooking appliances after obtaining prior permission from the Warden in charge in writing; however, the cost of such appliances would be borne by the Service Provider concerned.
34. The mess functions typically throughout the academic year. However, some of the mess may be closed during the vacation at the discretion of the Institute, but in no case will any hall function for 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 reason whatsoever. Advance notice shall be given to the Service Provider if any decision is made to close any particular mess in a hall during the vacation period.
35. Besides 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 an extra payment 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. The Hostel shall pay the cost of all materials procured by the vendors or shopkeepers directly against the bills they submit.
37. The changes in the given menu shall be carried out so that they do not affect the cost of the meals, meaning that the substitution of items will be of similar cost to the available alternatives.
38. The facilities and accessories in the mess premises, comprising cooking and dining facilities, furniture, food/raw materials containers, appliances, utensils, electricity, water, etc., shall be provided by the Institute free of cost. The Service Provider is expected to use and maintain the Institute's inventory items.

Similarly, on the Contract's expiry, the Service Provider shall hand over the entire inventory to the HEC in good condition.

39. The Warden Charge/Warden shall provide the list of residents who will compulsorily dine in a mess from time to time. The number of residents may vary depending on 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 a substantial variation in students' strengths.
40. The Service Provider shall ensure that only fresh and hot food is served to the residents.
41. The waste materials and unused/leftover food from the mess shall be removed from the Hostel premises every day. The Service Provider shall ensure that stray cattle, such as pigs, dogs, cows, etc., do not consume 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 organise 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 to host the lunch/dinner on the "Hall Day" without assigning any reasons.
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 the 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 their accounting. Under no circumstances will the Service Provider sell or provide any food or ingredients to any person, group, or body other than regular members of the mess except through an on-the-spot coupon sale unless otherwise explicitly authorised by the Warden in writing or as provided in this document/Contract. Violating these provisions will attract penalties and may lead to the termination of the contract.

48. The sale of coupons shall typically not exceed 25% of the total student strength to maintain the quality of services intact. Besides, the HEC shall always have the 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 typically higher than the cost of meals charged by 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 the HEC decides.

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 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 maintain close liaison with the HEC and the Warden-in-charge/Wardens and seek their support and advice in cleaning the mess premises.
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 appropriately realised from the Service Provider. The Service Provider shall ensure that his employees strictly observe the standard 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 serving each meal, including the cleaning, washing thereof and overall upkeep of mess assets and premises. The required workforce 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 workers 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 workforce to be deployed	40

54. The number of working days for salary for the workers mentioned above, listed per Mess, must be ≤ 26 per month.
55. The Service Provider shall engage and deploy the requisite manpower, which shall not exceed 40, for a student's strength of 450. However, it is made clear that under this mode, the Service Provider may have to deploy additional workforce from time to time, vis-à-vis the increase in the number of students, in consultation with the HEC, with no extra cost to the hall.
56. The Service Provider, on or after the contract award, shall name and depute a qualified manager with sufficient experience in carrying out work of a similar nature to whom the establishment shall be entrusted and who can 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 competent to take orders/instructions from the authorities of the Institute.
57. The Service Provider shall appoint/deploy only skilled cooks to ensure that the food preparations taste good and satisfy the residents. All the workers/ employees must be adults above 18 years old, trained, and have good health and sound minds.
58. No worker shall be **deployed or removed unless** clearance has been sought from the ADHA. For this purpose, the Service Provider shall submit a list of workers to the ADHA, with their complete details, i.e. local/permanent address, contact details, photographs, etc, for approval. However, the ADHA may direct the Service Provider to provide any additional documents.
59. The Service Provider shall ensure that all its employees 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, and a record will be maintained at the Mess Office. The Service Provider shall bear the cost of the medical examination of all mess workers. However, any worker suspected of suffering from some diseases may be further warranted by the Warden to undergo a medical examination at any time in between at the cost of the Service Provider.
60. 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 a Master and Servant relationship vis-à-vis the IITK.
61. The **Service Provider** shall have the absolute right regarding the engagement and 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 **with prior approval of the ADHA in consultation with the WIC**. The **Service Provider's** staff shall neither be deemed 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.

62. The **Service Provider** shall be solely responsible for redressing grievances and resolving disputes relating to the persons deployed.
63. During the pre- and post-period of the contract, the Service Provider's personnel, employees or workers shall not be entitled to enter the Institute campus.
64. The **Service Provider** shall plan for the transportation of its employees if it so wishes.
65. The persons deployed **by the Service Provider** shall carry out the assigned work diligently, sincerely and honestly. They shall report any problems they encounter while discharging their duties to the Warden-in-charge, concerned, and 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 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 and while entering or leaving 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 contractor shall decide on the uniform in consultation with the ADHA
67. The **Service Provider** shall provide at its own cost to every employee an identity card in consultation with the ADHA, which they shall carry all the time and shall produce to Institute authorities, including security personnel, whenever asked for. Further, with the cessation of any worker's deployment at the Institute, the identity card issued to such worker shall be revoked. Further, it shall also ensure that its employees/workers are issued the gate passes by the Institute.
68. The **Service Provider** shall ensure that its employees do not consume liquor or smoke within the Institute campus, which is strictly prohibited. If any of its employees violate this rule, he/she shall be liable for prosecution as per law, besides automatically being disqualified from being deployed to work.
69. The **Service Provider** shall be bound to remove/withdraw/transfer any of its workers/employees from being re-deployed and restrain such workmen from entering the mess premises **with prior approval of the ADHA in consultation with the WIC**, 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 the performance of their duties, or
 - b) are deemed, for administrative reasons or on medical grounds, no longer desirable to continue to be deployed.
 - c) indulge in theft, other illegal or irregular activities, misconduct, etc.
 - d) Any person removed from the work shall not be redeployed **without the prior approval of the ADHA in consultation with the WIC**. in the Institute and shall immediately be replaced at the expense of the **Service Provider** by a qualified and competent substitute. The Institute shall always reserve the right to allow or deny entry to any of the Service Provider's employees into the premises of the Institute without assigning any reasons whatsoever.

- e) The **Service Provider** shall be responsible for the proper behaviour of all the staff deployed on the work and shall exercise proper control over them.
70. The **Service Provider** shall be responsible for all its employees in observing the security and safety regulations and instructions 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 that may be detrimental or prejudicial to the interests of the campus community and/or the 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. Accordingly, the **Service Provider** shall also have to obtain the license from the office mentioned above under the provisions of the said Act and submit a copy of the license to the Institute, subject to the same applying to it.
73. The **Service Provider** shall not pay to any of its workers/employees deployed for work wages that 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 with all statutory provisions of different labour laws and other enactments, Statutes, Rules, Regulations and orders of the Competent Authorities, including 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 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 for maintaining and ensuring 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 the 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 not be taken cognisance of. The contract award to the successful firm shall be liable for termination/ cancellation if it fails to obtain the said Code Numbers from the 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 documents of such deposits, along with a 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 Contract or has not deposited the contributions despite 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 the **seventh 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 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 for ascertaining and understanding the applicability of all Acts in vogue concerning the contract labour management and shall take necessary action to comply with the requirements of all such Laws.
82. The **Service Provider**, in the overall perspective and spirit of this Contract, 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/or arising from the acts of commission or omission, negligence or otherwise, of its personnel and itself while executing this contract.
84. If any theft or loss of any items of the Institute occurs during the period of this Contract, 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 Contract for any reason whatsoever, the Institute shall be entitled to get the work done from other sources. The Service Provider shall be liable to pay forthwith to the Institute the difference in payments made to such other sources. Also, the damages, at double the rate of payment for the period, were for failing to comply with its obligations.

86. The **Service Provider** shall adequately train its employees regarding the use of various kitchen equipment. S/he shall ensure all safety measures are followed while using utensils/kitchen equipment to avoid mishaps/accidents.
87. The workers of the Service Provider shall not be allowed to stay in the Hostel premises or 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 the staff employed in/for the Mess shall be taken through the attendance sheet and biometric machines if provided by the Institute. The attendance may 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 the Service Provider's responsibility.
89. The Service Provider shall be required to provide meals to his workmen willing to take their meals in the mess, and charges 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 charged 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 a separate list of all items received from the Hall and purchased by itself under intimation to the Hall office for upkeep of the inventory. The Service Provider shall hand over all the equipment in working condition after the completion of the contract period. For any loss and damage of equipment and utensils handed over to the Service Provider on the contract's commencement date, the necessary deduction as per the book value shall be made from his security or other payable amounts to the Service Provider.
91. The Service Provider shall keep a suggestion register for the students' feedback in the dining hall. 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 safe and accessible to all hall students.
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 Contract as it may deem fit for the smooth operation of the hall mess.
94. The Warden in-charge/Warden's opinion about the items 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 explicitly mentioned as included or covered by the prices/rates quoted and finalised, 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 fortnightly and submit them for payment in the first and third week of every month.
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 submission date**, 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 have been 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 by the GST Act in vogue
101. All payments shall be made online only, and the Service Providers shall submit details of their bank accounts to the hall/institute. However, the Institute's onus will finally cease after payment is transferred to the account.

Security Deposit

102. The Service Provider shall have to submit a security deposit of **Rs.10,00,000/- (Rupees Ten Lakhs Only)** for each of the halls, if 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 for 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 requirements described above. 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 with respect to any amount due from the Service Provider to the Institute. The guaranteed amount shall be payable without demur on demand to the Institute without any conditions whatsoever.
103. The security deposit shall be returned to the Service Provider without any interest 90 days after the expiry of the contract, subject to submission of a "No Dues Certificate" from the HEC as well as Warden-in-Charge/ Warden towards the fulfilment of all contractual obligations by the Service Provider and further that no liabilities or dues are 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 to keep the Institute fully exonerated of the liability.

104. The Institute shall be entitled to forfeit the entire amount of the security deposit or part thereof as the Institute may deem appropriate if, in its opinion, the Institute is put to severe 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** 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 such, which are caused due to;
- (a) any accident or injury to any employee(s) of the contractor during 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 workers whether in the 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** for which the Institute is subjected or made to pay.
 - (d) for any loss or damage caused to the mess infrastructure or the Institute's utensil(s)/equipment(s)/furniture(s).
106. In case the Institute is forced to pay any cost of any nature on account of **the 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-moto* 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**, and without prejudice to the said generality, shall be wholly liable for all consequent claims or actions for damages or injury 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 /Forfeiture of Security

108. In addition to other terms stipulated in this Contract, the Service Provider shall be subject to the penalty(s) and/or forfeiture of the security deposit under the following circumstances:

- a) If the Service Provider discontinues services before the completion of the contract period, without prior written notice, then 100% of the security deposit shall be forfeited.
- b) If the Service Provider fails to provide two sets of uniforms to its workers, then three times the actual purchase cost of the uniforms shall be deducted from the Service Provider's payment.
- c) If the attendance of the workers is found tampered with, or fabricated, or marked despite absence, then 50% of the service charge for the day shall be deducted from the monthly bill of the Service Provider.
- d) A penalty of ₹1,000 per day may be imposed upon the Service Provider for Non-payment or delayed disbursement of worker salaries/wages, or failure to deposit ESI, EPF or other statutory dues, and/or failure to submit monthly bills before the Institute by the 20th of the following month.
- e) A penalty of ₹1,000 per day shall apply if the Service Provider fails to display monthly student mess dues on the date fixed by the HEC.
- f) If the food quality is found unsatisfactory or substandard, then 10% of the monthly mess bill may be deducted from the monthly bill of the Service Provider. However, the Standing Committee, at its discretion, may waive any imposed penalties upon receipt of a written request from the Service Provider stating genuine reasons and the same were found satisfactory by the Committee. Further, if, after two formal warnings, with this effect, issued to the Service Provider, the food quality is not found satisfactory, then the Institute may terminate the Contract under this additional ground.

Termination

109. Either party may terminate the contract by providing one month's written notice without assigning any reason or paying compensation. However, the Institute shall reserve the right to terminate the contract unilaterally if the Service Provider refuses to provide mess services during vacations or any part of the academic semester.

Further, save the terms and conditions provided elsewhere in the Contract for termination of the Contract by the Institute, this Contract may also be terminated by the Institute under the following conditions:

a) Immediate Termination for Major Default:

The Institute may terminate the contract with 24 hours' notice in the event of a major default, which includes but is not limited to the material breach of the terms and conditions of the contract, failure to meet statutory obligations, or any act or omission deemed a major breach by the Institute at its sole discretion.

b) Termination Due to Insolvency:

The Institute may terminate the contract immediately if the Service Provider becomes insolvent, files an application for bankruptcy or bankruptcy protection, appoints receivers or enters an arrangement for the benefit of creditors, or the Service Provider ceases its operations.

Further again, without prejudice to the above, if the Service Provider does not commence any work in the manner or does not perform its obligation/onus as per the requirement, or if at any point in time in the opinion of the Institute, the Service Provider:

- i. fails to commence or execute work in conformity with the contract, or
- ii. suspends the work without the authority of the Institute, or
- iii. fails to carry out and execute the work to the satisfaction of the Institute, or
- iv. commits or permits breach of any other kind, or
- v. observes or persists in any of the above-mentioned breaches of the Contract despite notice in writing having been given by the Institute requiring such breaches to be remedied, or the Service Provider abandons the work.

In such cases, the Institute shall reserve the right to rescind or terminate the Contract and may get the work done through any other agency or Service Provider(s) at the risk and cost of the defaulted Service Provider.

Severability

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

Survivor

111. Any obligation under this Contract that 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 shall any indulgence or concession granted by the Institute alter or invalidate this Contract 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 Contract 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 Contract nor in any affect the validity of this Contract or any part thereon or the right of the Institute to enforce the same in part or 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 Contract, 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 regulations of the Government of India or any of its authorised agencies.
- a) Upon the occurrence of such cause and its termination, the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing within 7 (seven) days of the alleged beginning and at the end thereof, giving full particulars and satisfactory proof.

- b) The time for performance of relative obligations suspended by the force majeure shall be extended by the period for which the cause lasts or is condoned by the Institute without penalty.
- c) If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option of terminating the Contract in whole or in part thereof at its discretion. Any *force majeure* situation 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.
- d) 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.
- e) If the *force majeure* conditions persist for an extended period, as determined at the Institute's discretion; in such case, the Institute shall reserve the right to terminate the contract without providing the Service Provider any prior notice.

Arbitration

114. 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 Director of the Institute at the time of the dispute.
- a) In case the arbitrator, to whom the matter is referred initially, dies or refuses to act or resigns for any reason from the position of arbitration. In that case, it shall be lawful for the Director. The Director of the institute will appoint another person to act as arbitrator in the manner aforesaid. Such a person shall be entitled to proceed with reference from the stage at which its predecessor left it, provided both parties consent to this effect, failing which, the arbitrator shall be entitled to proceed on the matter *de novo*.
 - b) It is a contract term under which the party invoking the arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration, under the clause for which the parties shall bear the arbitration cost.
 - c) The venue for Arbitration shall be at Kanpur Nagar, Uttar Pradesh.
 - d) Subject as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof and rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.

Interpretation

115. Should there be any dispute or confusion regarding the interpretation of any stipulation of this Contract, 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

116. 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, EPF Act, etc., or
 - c) fails to carry out the works by 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 the procurement of sufficient/suitable raw materials or articles or
 - g) commits, suffers, or permits any other breach of any kind or observes or persists in any of the above-mentioned breaches of the Contract, despite 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. The amount of such excess, as certified by the Warden in-charge/Warden, shall be deducted from any money due for work done by the Service Provider and be made sound under the Contract and not paid for. Any deficiency shall forthwith be made good and paid to the Institute by the Service Provider. The Institute shall have the power to dispose, in such manner and for price as it may think fit, of all materials of the Service Provider and to recover the said deficiency from the proceeds of the sale.

Completion Certificate / No Dues Certificate:

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

Jurisdiction

118. 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 Nagar, Uttar Pradesh for actions and proceedings arising out of the Contract, and the courts at Kanpur Nagar shall have 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 authorised representative of the firm,
Along with the 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 2021-2022 :
Financial Year 2022-2023 :
Financial Year 2023-2024 :

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

Financial Year 2021-2022 :
Financial Year 2022-2023 :
Financial Year 2023-2024 :

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 : Yes/ No
(If yes, please attach the details)

18. Checklist of necessary documents (please attach) :

I/ _____ (Name) _____ (Designation) _____ (Name We
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 Service Providers. 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 01/01/2025

Name of the bidding firm:

Sl. No.	Name & address of the organisation where the services are/were provided	Type of employer organisation (Govt/PSU/ Private Unit/ Industry/ Educational Institute/ Autonomous bodies)	Scope & nature of work	Dining strength catered for	Date of commencement of the contract	Date of completion of the contract	Whether completed (Please specify the reason if the contract was terminated)	Name, address and telephone of the officer under whose supervision the work is done and to whom reference can be made.	Remarks

Note: Experience Certificate in Form D to be attached

Date :

(Authorized Signatory)

Place :

To,

The Director
IIT Kanpur
Kanpur -208016

Solvency Certificate

This is to certify that to the best of our knowledge and information, M/s..... (address), a customer of our bank, is r e s p e c t a b l e and should 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 or responsibility on the part of the Bank or any of its officers. This certificate is issued at the customer's specific request.

Yours faithfully,

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

Experience Certificate

(To Whom 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 a clear/good record in all aspects of service, including payment to workers and payment of the 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 the above-mentioned contractor/agency/firm is excellent/good/satisfactory/unsatisfactory (strike out whatever does not apply).

On 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 Organisation's seal

Reference of 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 chilli, 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, Shimla Mirch, Brinjal, Ladies 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, Onion/ Boiled Potato/ Plain Potato Sabji, Boiled Vegetables, Chapati, Milk (200ml) and bread		

Extra items	<p>Omelette (Full fry, Half fry), Egg Bhujia, 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.</p> <p>Rates of the extra items, as well as the meal coupons, will be decided by the HEC in consultation with the Service Provider.</p>		
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Note: All items of the standard 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 with the milk. Coffee in a glass container shall be kept at the counter during 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, Kwaliti, Britannia.
Jam	- Kissan, Maggi, Tops, Patanjali.
Ghee	- Amul, Mother dairy, Patanjali, Namaste India, Britannia.
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, Pillsbury.
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.

Use of mono-sodium glutamate (Ajinomoto), Dalda (Vanaspati), palm oil, and other items known to pose health hazards when preparing 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 Contractor), hereinafter called "Service Provider", has undertaken, in pursuance of dated, to provide messing service in Hall No.- as per the terms and conditions laid down in the Contract (hereinafter also called as "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 recognised 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 documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee. We hereby waive notice of any such change, addition or modification.

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

.....

(Signature of
the authorised officer of the Bank)

.....

Name and designation of the officer

.....

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

MESS REBATE RULES

Note: As per the Hall Management Committee meeting held on 18.01.2025, the current mess rebate rules are under review, and the changes, if any, will be implemented after the completion of the review process.

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 of applying for a mess rebate will be required to inform the Mess Manager at least 1 (one) day in advance of the prescribed form.
3. Rebate can be applied for a period of a 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 the project).
4. A gap of a minimum of 10 (10) days is necessary between two rebate periods in a month.
5. No resident who is on a rebate will be allowed to avail of the mess facility based on extras or as a guest of other residents.
6. A full (100%) rebate is admissible to a dining 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/Sundays 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 always applicable during the year, including summer/vacation. 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 a rebate may, however, eat in the mess by buying coupons on a cash basis.
10. A resident who is found eating in the mess when under rebate without a coupon will be subject to a fine of Rs. 500/- (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 penalised appropriately by the Warden(s). However, if the residents wish to entertain guests for more than five days in a month, they must get permission from the Warden(s).
13. The above rebate rules shall be applicable uniformly to all mess members, including non-residents.
14. In addition, undergraduate students are entitled to a 100% rebate throughout their vacation periods when they vacate their hostel room.
15. No extra item is allowed to be prepared in the mess for any function other than the activities of the Hall of Residence.

Annexure-E (sample contract)

AGREEMENT

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

This Agreement is executed on this, theday of....., 2025

BY and BETWEEN

Indian Institute of Technology Kanpur, also known as IIT Kanpur, is a body corporate established under the Institutes of Technology Act, 1961 and having its office at P.O. IIT Kanpur, Kalyanpur Kanpur, Uttar Pradesh- 208016, India, is a research and educational institution of national importance, hereinafter referred to as 'the Institute' which expression shall, unless repugnant to the context, include its successors, representatives, administrators and permitted assigns, and represented through the Dean of Student Affairs, Prof. Pratik Sen, the authorized signatory of the Institute' of the "FIRST PART"

AND

M/s a proprietary/partnership firm/Company having its registered office at hereafter referred to as 'the Service Provider' and also referred to as 'the Contractor' which expression shall, unless repugnant to the context, include his/their respective successors, representatives, administrators, heirs, executors, and permitted assigns), and represented through Shri, son of designation resident of of the OTHER PART.

'The Institute' and 'M/s.' are hereinafter collectively referred to as the "Parties" and individually as the "Party".

Whereas, the Institute has on its campus a number of student 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 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 a 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 to select them onwards for rendering the operational services in terms of the stipulations provided in the pre-qualification bid document.

And whereas, Hall No.....had thereafter invited offers from amongst the empanelled Service Providers to render the services as aforesaid to its Hall's mess.

And whereas, after considering and evaluating all the offers and duly interacting with the respective Service Providers, 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 Service Provider as well as the Institute.

And whereas both 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 a security deposit in the form of a Bank Guarantee issued on _____Bank in favour of the 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 July 2025**.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN BOTH THE PARTIES HERETO AGREE 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 are 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 **10,21,320/-**, 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 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 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 the Contract shall also be 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 THIS
.....DAY OF, 2025.

On behalf of the Institute
Dean, Students' Affairs

, on behalf of the Service Provider

In the presence of

Chairman, Council of Warden

Warden-in-Charge Hall.....

in the presence of

Annexure F

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

Sl. No	WORKERS	CATEGORY	NO OF WORKERS	Revised rates w.e.f 01.04.2025	Proposed Service Charges after Revision of MEC w.e.f. 22.04.2025
(a)	(b)	(c)	(d)	(e)	(f)
1	Manager	Highly Skilled	1	1065	31,950
2	Asstt. Manager/Coupon/Store Clerk & Cooks	Skilled	6	981	1,76,580
3	Semi-Skilled	Semi-Skilled	6	893	1,60,740
4	Un-Skilled	Unskilled	27	805	6,52,050
5	Total		40		10,21,320
6	*Profit Margin/Service/Overhead 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 Hall is between 426 and 475, i.e., the worker strength shall remain unchanged in case of ± 25 students of the base students' strength of 450. If the student's strength increases 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 reaches 476, an additional 02 unskilled workers shall be deployed by Service Providers for a period of 26 days, and the amount of Rs $2 \times 26 \times 805 = 41,860/-$ shall be added to the bill base price, i.e., Rs. 10,21,320/-. Thus, a total of Rs. 10,63,180/- shall be the basic bill price. If the student's strength decreases, i.e., reaches 425, then Bill's base price shall be Rs 9,79,460/-. If any firm deploys fewer numbers of workers in a particular month, the bill base amount shall be calculated as per the actual nos. of workers deployed. However, in case additional manpower is deployed, the bill shall be prepared as per the applicable manpower.

A dedicated **Standing committee**, as described below, will be consulted/apprised in written communication, and approval will be sought for any change/modification in the scope of work as mentioned in Part II (1) of this document.

The standing committee will have the following members:

- | | |
|-----------------------------------|------------------|
| 1. A Professor of the Institute | Chairman |
| 2. ADHA | Member |
| 3. ADSA | Member |
| 4. Warden of a Boy's Hall, | Member |
| 5. Warden of a Girls' Hall, | Member |
| 6. Officer1_SA | Member |
| 7. President, Students' Gymkhana | Member |
| 8. President HEC of a Boys' Hall | Member |
| 9. President HEC of a Girls' Hall | Member |
| 10. Staff member from HMO office, | Member Secretary |

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