

Model Agreement to be signed-in with the Dean of R&D by the Empanelled Company / Agency as per the enclosure.



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

Draft agreement to be entered in
between

M/sLtd.,
(The Company/Agency)

And

**The Dean of Research & Development (DORD) Office
Indian Institute of Technology Kanpur
for**

**Empanelment of Companies / Agencies for supply of manpower
and to undertake Miscellaneous Jobs under Job Contract /
outsourcing mode for completion of the sundry works related to
Research Projects held By Office of the Research & Development
IIT Kanpur**

This Agreement is entered into thisday of 2013 by and between Dean of Research & Development office (herein DORD office), Ground Floor, Faculty Building, Indian Institute of Technology Kanpur, Kanpur-208016 herein called as DORD and/or the first party

And

M/s..... Limited having its Registered Office at herein asand/or the Second Party.

WHEREAS DORD, IIT Kanpur the first party, manages the research and consultancy work for various agencies including Government, Corporate & Industries worldwide. These services are offered under "Project Mode" and DORD, IIT Kanpur has formulated norms & regulations in this regard. These projects are executed by Project Investigator who is a Faculty or Academic Staff in the Institute.

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

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

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

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

ARTICLE – I

DEFINITIONS OF TERMS

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

II. SCOPE OF WORK

The Scope of work shall encompass the following activities:

1. The projects are handled by the Project Investigators (herein PI) of the Institute. These projects are funded by various funding agencies either government/ non government or private.(National and International both)
2. To undertake all non technical or technical jobs related to Projects & research Labs in the Institute.
3. To complete the technical and non-technical jobs under outsourcing mode or by deploying competent manpower on the project sites to carry out the given jobs, as per the requirements and taking necessary permission from PI/DORD Office.
4. The Company or Agency shall be liable for the payment of Minimum Wages to the personnel deployed and claim the bid amount offered on monthly basis.
5. **Record Keeping:** The Company or Agency shall maintain all records related to the work assignment as desired by the PI/DORD Office from time to time duly complying with the Govt. of India, Labour Laws.

III. PERSONNEL REQUIREMENT

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

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

Sr. No.	Category	Wages	Wages % of Statutory Payments / Contributions to be made	% of Company Overheads / Service Charges
	1. Technical / Scientific 2. High skilled 3. Skilled / Unskilled/ Semiskilled 4. Manpower for Miscellaneous Jobs related to Project work.	As decided by IIT Kanpur in accordance with the Govt. of India norms	1) EPF: 2) ESI: 3) Other statutory payment: (in accordance with the Govt. of India norms)	Service Charges will be paid as approved by DORD office at the time of empanelment.

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

IV. TERMS and CONDITIONS OF THE EMPANELMENT

1. The company or agency shall employ only trained staff with good health and sound mind, not below the age of 18 years.
2. The company or agency shall be responsible for all his employees in observing security and safety regulations and instructions as may be issued by the DORD Office from time to time. The company or agency shall have the exclusive right to appoint, substitute, suspend, transfer and terminate the services of any of his employees/ workman to fulfil his obligations under this agreement. However, the company or agency shall not in any capacity employ any person(s) of bad character or any person whose antecedents are not acceptable to the Institute.
3. In case of any loss of any nature on account of company or agency or his employees not following security/ safety regulations/ instructions, the company or agency shall be liable to make the loss good as determined by the DORD Office at its sole discretion and shall have the right to recover such losses etc. from the dues payable to the company or agency and/ or security deposit /EMD etc.
4. The company or agency shall not appoint any sub company or agency for the work assigned to him without the written permission from the DORD office.
5. The empanelment shall be effective for period of 2 (two) years, which can be extended on mutual consent basis for a further period of 1 (one) more year at the same rates, terms and conditions of the empanelment, subject to reimbursement of increases in daily wages announced by the Regional Labour Commissioner (Central) from time to time. The decision of the DORD office in regard to grant of extension beyond initial two years shall be final and binding.
6. The empanelment shall be on probation initially for a period of 6 (six) months. During this period the performance of the company or agency shall be observed very closely. The empanelment shall be extended for the remaining period of 1½ years (18 months) only if the performance of the company or agency is found satisfactory during the probation period. In the event of substandard performance or non-performance during the probation period, the Institute shall have the right to foreclose the empanelment and refund the Security Deposit, after deducting any dues on account of damages suffered by the Institute in whatever manner.
7. The company or agency's staff shall not be treated as the staff of IIT Kanpur for any purpose whatsoever. The company or agency shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the above job. IIT Kanpur shall not be liable, to any penalty under relevant labour rules, enactment or related regulations for which company or agency is responsible under the law. However, if IIT Kanpur is forced to pay any cost of any nature on account of company or agency's liabilities the said cost shall be recovered from the dues payable to company / agency.

8. The Second party shall be responsible for fulfilling the requirements of all statutory provisions of the applicable statutes including but not limited to the Minimum Wages Act, Payment of Wages act, Industrial Disputes Act, Gratuity Act, Contract Labour (Regulations and Abolition) Act, Workmen Compensation Act, Employee State Insurance Act and all other labour and industrial enactment at his own risk and cost in respect of all staff employed by him. IIT Kanpur shall be indemnified for any action brought against it for any violation/ non-compliance of any of the provisions of any of the acts etc. The company or agency shall maintain all records required to be maintained under the statutory enactment and the Dean: Research & Development and his authorized representatives shall be entitled to inspect all such records at any time.
9. The company or agency shall, at its own expense, take workman's compensation insurance and shall also obtain from their underwriter of such insurance a waiver of subrogation in favour of the DORD Office. The company or agency shall further, at their own expense, register claims and pursue realization of all insurance claims.
10. A synopsis of the guidelines laid down in various laws related to Contract Labour is annexed along with this agreement, for ready reference of all concerned, as **Appendix -1**.
11. The company or agency shall comply with the "Rules Governing Company or Agency and the rules of empanelment at IIT Kanpur for payment of wages and related Matters".
12. The Company or Agency shall obtain specified license from the Regional Labour Commissioner Kanpur Govt. of India, within a reasonable time after issue of letter of Acceptance of Bid for employment of labour in excess of the specified number, as per law
13. Whenever the empanelment is terminated or the contract is concluded and the Institute decides that the company or agency should not be allowed to provide personnel to the Office of Research & Development, the Dean, R&D Office shall be entitled to restrain the company or agency from entering IIT Campus.
14. Statutory deductions applicable shall be deducted from all payments made to the company or agency as per rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
15. The Company or Agency shall make his own arrangements for transportation of his employees. However the Dean, R&D Office may, at its discretion, issue Bus passes to the employees of the company or agency at the prevailing rates for non-institute employees

V. SECURITY DEPOSIT/ EMPANELMENT PERFORMANCE GUARANTEE:

As a performance guarantee, the company or agency shall be required to keep the EMD/Security of Rs. 1,00,000/- (Rupees 1 Lac) for the period of empanelment, on and when demanded.

VI. TERMINATION:

DORD Office shall at any time be entitled to determine and terminate the empanelment for any reason including unsatisfactory performance or violation of the terms and conditions of the contract whatsoever. A notice in writing from the DORD Office to company or agency shall be served, giving 60 (sixty) days time for such termination and vacation of the premises, without assigning any reasons thereof. If all or part of the empanelment is terminated in accordance with the provisions contained above, the DORD Office shall pay to company or agency charges up to the effective date of termination. However the termination of the empanelment shall not relieve the company or agency any of his obligations imposed by the empanelment with respect to the work performed by them prior to such termination.

VII. TERMS OF PAYMENT:

1. The company or agency shall furnish the bill to DORD Office, towards the services as set out in Bid, at the end of each calendar month, which shall be paid within 15 working days from the date of receipt of the bill.
2. The monthly bills of the company or agency shall be passed only if it is accompanied by the proof of following:
 - a) Having paid due wages to all his workmen engaged on the job during the preceding month. Payment to his workmen is to be made in the presence of Institute's authorized representative, and wage register is to be duly signed by him.
 - b) Having deposited the contributions of PF and ESI with the concerned authorities for the preceding month, as per the relevant statutes.
 - c) Occupancy Register, containing signature of the occupants duly countersigned by the Project Investigator.
 - d) Certificate from the Project Investigator regarding satisfactory performance during the period of bill.
 - e) It is understood that it is mandatory to maintain a separate register under rule 6 of the equal remuneration Rule 1976, in Form D (Rule 6), which should be kept ready for inspection at any point of time.

VIII. TAXES, DUTIES AND LEVIES:

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

The company or agency shall be wholly responsible regarding the minimum wage payment. As and when the minimum wage rate is revised by the Government, the

company or agency shall have to pay the revised rate to his workers with effect from the date of revision. However, the difference in the revised wages and the wages in force on the date of submission of Bids shall be adjusted in the bills of the company or agency. The company or agency shall have his own set up including registration under the relevant laws governing the type of work he is to perform. The company or agency should possess specialized, experienced and skilled workers for executing the works stipulated in the empanelment. The company or agency shall abide by all the rules and regulations of the labour laws and rules framed there under and maintain all the registers required under the above-mentioned rules and regulations. The company or agency shall pay wages directly to the workmen without any intervention of any labour company or agency. The company or agency shall also ensure that no amount by way of commission or otherwise is deducted from the wages of the workmen.

IX. PENALTY:

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

X. REGARDING CONTRACT LABOUR:

The Company or Agency shall be solely responsible as regards to salary/wages and service condition and the wages paid by the company or agency to their employees/workmen shall be fair and in no case be less than the wages prescribed by the Regional Labour Commissioner (Central) Kanpur under the Minimum Wages Act and in force from time to time. The company or agency should implement the Govt. Directives on reservation in respect of SC/ST/OBC candidates, in matters of employment, if any.

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

1. All the disputes between the parties shall be referred for arbitration to a person appointed by the Director, IIT Kanpur whose decision shall be final and binding

upon the parties. The place of Arbitration shall be Kanpur. The Indian laws shall be applicable to the arbitration.

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

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

FOR & on behalf of
Dean of R&D Office
Signature:
Name:
Designation:
Seal:

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

Witness (Signature, name & Address)

Witness (Signature, name & Address)

1. _____

1. _____

2. _____

2. _____

Date:.....

Date:



**Indian Institute of Technology Kanpur
Research and Development Office**

Form for Expression of Interest

1. Name of the Company/Agency:
(Attach Memorandum & Articles of Association)
2. Registered Office:
- Phone:
Fax No:
Mobile Numbers:
E-mail:
3. Contact person with designation:
4. List of Directors/Partners with contact details:
5. CIN Number:
6. Date of incorporation:
7. Service Tax Registration Number:
8. Permanent Account Number:
9. ESI Registration Number:
10. EPF Registration Number & Date:
11. TIN Number:
12. Other statutory Registrations:
13. Regional Labour Commissioner Kanpur License No: with date:
.....
14. Gross turnover & Profit: (Attach an audited Balance Sheet Profit & loss accounts of last three years as on 31- March 2013)

Financial Year	Asset/Liability	Gross Turnover/Profit
2012- 13	Rs	Rs
2011- 12	Rs	Rs
2010- 11	Rs	Rs

15. Bank solvency certificate

16. Top five assignments: Name & address of client & Contract value & period, number and qualification of employees, & work assignment. (add extra sheets, if required under given heads).....

17. Technical & Scientific:

18. Non-Technical assignments:

19. Whether the applicant has been issued any notices or complaints from its clients, if yes then provide details:

20. Whether there is any court case pending against the Company/Agency or any of its Director/Partners,

21. If yes then give details:

22. Details of Earnest Money Deposit of Rs 1 Lac:

23. **Percentage of Service Charges** to be paid by the Dean of Research & Development office, IIT Kanpur (Excluding on statutory payments & levies on the wages paid):

24. **Quote:**

S. No.	Overheads	Amount
A	ESI	As per Statutory norms in accordance with the Govt. of India notifications from Time to time. The bidder need not quote anything in this column, since the rates will be notified by GOI from time to time and adopted by the IITK- R&D Division.
B	EPF	
C	Service Tax	
D	Other Statutory payments related to the jobs under various categories.	
E	To be Quoted by the bidder: (% of Service Charges payable by IIT Kanpur on the portion of monthly wages paid by the agency excluding Taxes and statutory payments)	(% of Service charges is to be quoted by the Bidder, but not amount) %

Declaration

I..... (Name & Designation) s/o

resident ofdo hereby declare as under:

1. That I am the authorized person to sign this tender form under a resolution no dated (Attached herewith).
2. That the applicant has read & understood all terms & conditions and the same are acceptable to the applicant.
3. That all the information submitted herein are true and nothing material has been concealed.
4. That the applicant shall ensure to submit all evidence or documents as requested by IIT Kanpur.
5. That the applicant undertakes to render IIT Kanpur free from all and any kind of liability and consequences resulting out of this present agreement.

Date:
Place

Signature:
Name:
Designation:
Common Seal:

Guidelines to the Bidder

1. Please fill all the columns. Add extra sheets if required.
2. Any Form having ambiguous or insufficient information shall be rejected out rightly and no further correspondence shall be entertained.
3. The bids duly completed and signed should reach to the office of Dean of Research & Development, IIT Kanpur before the last date as per the details available in the advertisement.
4. IIT Kanpur man modify the requirements as it deems fit.
5. The applicant shall deposit Earnest Money Deposit in the form of a demand draft of Rs.1,00,000 (One Lac only), in favour of Director, IIT Kanpur payable at Kanpur.
6. The applicant shall furnish Bank Guarantee from the banker as per the term of agreement.
7. The Bid should include certified copies of:-
 - A. Memorandum & Articles of Association.
 - B. Certificate of Registrations (Service tax, PAN, ESI, EPF Registrations, Company Incorporation)
 - C. Certified copies of Audited Balance Sheets, Profit Loss accounts.
 - D. Board's resolution authorizing the person to sign & represent the Company for all practical & legal purposes.

**For Dean: Research & Development
Ground Floor, Faculty Building
Indian Institute Of Technology, Kanpur**

Synopsis of the guidelines laid down in Contract Labour Law and Statutory promulgations

- Principal employer to get his establishment registered under the Act and the Rules.
- The Company or Agency must get Licences.
- Obligation of Principal Employers to provide certain Amenities to Workers:
 - a) Provision of canteens
 - b) Rest Rooms
 - c) Drinking water facilities and other facilities
 - d) First-aid facilities
 - e) Crèches
- Obligations of Principal Employers regarding Payment of wages.
- Prohibition regarding employment of Female workers during certain hours.
- Duty to maintain prescribed registers and records.
- Obligation to display abstract of the Act and the Rules.
- Obligation to Display notices in English, Hindi and Local language.
- Obligation to submission of half yearly Returns to Licensing Officer.
- Obligation to issue Service certificate.
- Note of Caution.
- Liability of Principal Employer in certain cases.
- Penalty for Obstructions.
- Punishment for Contravention of Provisions regarding employment of Contract Labour.
- Punishment for other Offences.
- Effect of Laws and Agreements inconsistent with this Act.

