

Indian Institute of Technology Kanpur

Health Centre

Tender Document

For

Providing and Manning the Services on Outsourced Mode for
Miscellaneous Jobs at the Health Centre of
Indian Institute of Technology Kanpur

By

Prof.-in-charge (Admin.)/Registrar, IIT Kanpur

Last Date for Submission of Bids

July 7, 2015 by 1500 Hrs in the Office of Prof.-in-charge
(Admin.)/Registrar, IIT Kanpur

Advertisement

Sealed Tenders on behalf of Director IIT Kanpur are invited by Professor-in-charge (Administration) from reputed Companies/Agencies for providing and Manning the Services on outsourced mode for Miscellaneous Jobs at Institute's Health Centre in the prescribed Tender Form which may be downloaded from IIT Kanpur website www.iitk.ac.in/iwd/tenderhall.htm, <http://www.iitk.ac.in/hc/tender> & www.tenderhome.com. The Bids shall be received latest by 15:00 hrs of July 7, 2015 in the Office of Prof.-in-charge (Admin.)/Registrar, IIT Kanpur and shall be opened on the same day by the committee at 16:00 hrs.

No. HC/2015-16/220

dated 11.06.2015

Prof- in-charge (Administration)
Indian Institute of Technology
Kanpur

Appendix-1

Indian Institute of Technology Kanpur Health Centre

Notice No. HC/2015-16/220 dated 11.06.2015

Indian Institute of Technology Kanpur (hereinafter referred to as the Institute) incorporated as a body corporate established by the Parliament, is an Institute of National Importance declared as such under the Institutes of Technology Act, 1961. The Institute is engaged in imparting education and research of highest standards in the area of Technology and Science and to cater to and taking care of the health and wellness of its employees, has established a Health Centre within its premises and wherein different medical services are rendered.

However, the Institute is desirous for providing certain paramedical and other services in the areas/units of pharmacy, dressing, reception, support office, physiotherapy, Hostel Medical Dispensary (HMD), sanitation and that relating to the wards and indoor patients at its Health Centre on outsourced mode including the manning thereof, for which bids are hereby invited from interested parties having adequate experience in providing the above-mentioned services in the related areas/ fields backed by sufficient bench strength of competent, educated and qualified personnel.

The Tender document can be downloaded from the Institute website www.iitk.ac.in/iwd/tenderhall.htm, <http://www.iitk.ac.in/hc/tender> & www.tenderhome.com

The Tender document comprises of the Notice (Appendix-1), Guidelines for Bidding (Appendix-2), Draft Agreement (Appendix-3) and the two Annexure. The bidders are advised to thoroughly go through all the contents of the Tender Documents before submitting their bids.

Appendix-2

Guidelines for Tender/Bidding

1. General

- a) The scope of work and the terms and conditions of the contract are enumerated in detail in **Appendix-3** of this Tender document.
- b) Since the services to be rendered/provided under this contract relate to the well-being of patients, the bidders must note that whosoever the persons, the successful bidder is supposed to deploy for rendering the services, must be the persons who sincerely crave and aspire to serve for the noble cause.

2. Technical cum Financial Bids

- a) The bids must be submitted duly completed in all respects in a sealed envelope duly inscribed in capital letters "Technical cum Financial Bid for providing Paramedical & other Services at the Health Centre" and should be addressed to the Professor-in-charge, Administration, IIT Kanpur. The bids shall be received either by post or through any other mode, latest by 1500 Hrs. of July 7, 2015. Any bids received beyond this time and date shall not be considered under any circumstances, whatsoever and would be summarily rejected. The bids shall be opened on the same date at 1600 hrs. in the presence of the committee approved for the purpose by the competent authority of the Institute. However, the authorized/competent representatives of the bidding firms, if any, may also be present at the above occasion.
- b) The bids must be submitted along with the payment of Rs. 1,00,000/- (Rupees One Lac only) towards the Earnest Money Deposit (EMD) through bank draft from any scheduled bank payable at Kanpur in favour of Registrar, IIT Kanpur. Any bid not accompanied with the same shall be rejected.
- c) The bid shall remain valid till its acceptance or non-acceptance but not beyond 60 days from the date of its submission and no withdrawal of any bid shall be permissible. The party submitting the bid and depositing the EMD shall be deemed to have

undertaken to keep the bid open for acceptance for the entire period as above

- d) The EMD shall also be liable for forfeiture in case of withdrawal of any bid by any party in breach of the terms and conditions of the bid document.
- e) The EMD of unsuccessful bidders shall be refunded 30 days after finalization of contract, on written request made by the bidder concerned in this behalf. However, the EMD of successful bidder shall remain with the Institute till the submission of FDR towards security deposit by the successful bidder after award of the contract. The EMD shall be liable to be forfeited and award of the contract shall be liable for cancellation if the successful bidder fails to deposit the requisite security money within the period as stipulated in the terms and conditions of contract, i.e., Appendix-3.

3. Eligibility Criteria

- a) The bidder must be a Company/Firm registered with the Registrar of Companies/Registrar of Firms and Societies under the relevant Act.
- b) The bidder must have an experience of minimum Five years in the relevant area for providing similar services in reputed organizations. Details of working in five top organizations should be furnished in Annexure-B along with the bid.
- c) The bidder must be registered under the Income Tax Act and also under the Service Tax Act, if applicable.
- d) The bidder must have its own Code Numbers from the Employees Provident Fund and Misc. Provisions Act, 1952 and Employees Insurance Act, 1948. However, the successful bidder shall compulsorily have to seek registration and Code Nos. within a reasonable time after award of the contract, from the Kanpur offices of the EPF and ESI departments where the EPF/ESI contributions of the employees and the firm shall have to be deposited. The award of the contract to the successful bidder shall be liable for termination/cancellation if it fails to obtain the said Code Numbers from Kanpur offices of the respective departments.

4. Documents to be submitted along with the Bid

The bidder must attach the copies of following documents along with its bid. Any bid not accompanied by any of such documents would be liable for rejection:

- a) Income Tax Registration Certificate/PAN No.
- b) Firm/Company Registration Certificate.
- c) Service Tax Registration Certificate/No., if any.
- d) EPF and ESI Registration Certificates/Code Nos.
- e) TIN No., if any.
- f) Other Statutory Registrations/Licenses, if any.
- g) Bank Solvency Certificate.
- h) Details of top five Assignments in Annexure-B.
- i) Gross turnover and profit for the last three financial years (from 2011-12 and onwards). Audited balance sheet and profit and loss accounts for respective years must be attached.
- j) Authority/Resolution in favour of the person signing the bid on behalf of the bidding firm.
- k) Bank Draft of Rs One Lac towards EMD.
- l) Other documents, if any, as provided elsewhere in the Tender document.

The bidder should submit the self attested copies of the above documents (other than the Bank Draft).

5. Other Instructions

- a) The bid document should be complete in all respects and each and every page of the same along with all attachments should be signed by the competent person signing on behalf of the bidder.
- b) Cuttings, if any, should be avoided. However, if the same is unavoidable, it should be duly attested and signed.
- c) The bid should not be ambiguous nor contain insufficient information. The party submitting the bid shall not be allowed to make additions/ alterations in the bid paper and therefore any such additions/ alterations shall be at the parties own risk and render the bid liable for rejection. Conditional bids shall not be entertained.

- d) If the space for any information to be provided in the bid against any column(s) is found to be insufficient, the same may be provided in a separate sheet duly attached with the bid.
- e) The successful bidder, to whom acceptance of its bid has been finally communicated, shall furnish in its name and own cost a non-judicial stamp paper of Rs.100/- for signing of the agreement.
- f) These guidelines and letter of acceptance of the bid shall invariably form the part of the agreement to be signed by the successful party.

6. Institute's discretion to reject the Bids

The Institute reserves the right to accept or reject any bid without assigning any reasons thereof. The bid which do not fulfill any of the above conditions or incomplete or misleading in any respects shall be liable to be rejected.

7. Institute's discretion to negotiate the rates offered in the bid.

The Institute shall have absolute discretion to negotiate the rates offered in the bid if the same in its opinion are excessive or inappropriate.

Terms and Conditions of the Contract

1. Contracting of Multi-purpose Paramedics Services

This contract is solely for providing the paramedical and other services in the areas/units of pharmacy, dressing, reception, support office, physiotherapy, Hostel Medical Dispensary (HMD), store, sanitation and that relating to the wards and indoor patients including the manning thereof in adequate numbers at the Health Centre of the Institute as per terms and subject to such conditions as are enumerated hereunder in this Agreement.

2. Scope and Coverage of Work

A. The description of the working timings and the scope of work in different areas/units of the Health Centre as perceived is broadly as under;

i. The Health Centre works 24 hrs × 07 days a week and round the year and further, the daily working is carried out in three shifts, i.e, from **0800 Hrs to 1400 Hrs, 1400 Hrs to 2000 Hrs and 2000 Hrs to 0800 Hrs respectively**. However, the manpower requirement is minimal during Holidays, Saturday evenings, Sundays and in the night shifts when only the emergency services are provided.

ii. A tentative number of the manpower to be deployed in various areas/units is given in the enclosed 'Annexure-A', however, the exact number may vary so far, the pharmacy unit, dressing unit, and the indoor units are concerned, as per requirement of the Health Centre for performing the jobs assigned by the In-charge Health Centre or the persons authorized by him/her in this behalf (hereinafter referred to as "**his nominee**").

B. The scope of work in different units/ areas of the Health Centre shall be as are described hereafter. However, the persons deployed in different units/areas shall perform the work as are assigned to them by or as per the instructions/guidance of the Medical Officers or In-charge, Health Centre or his nominee:

- i. **The Pharmacy unit:** Dispensing the medicines, maintenance of stocks and inventories on the software provided by automation and checking of bills. However, the persons deployed in the pharmacy may also be required to work elsewhere in other units/areas of the Health Centre and to perform such other related works as may be assigned from time to time.
- ii. **The Dressing room:** To attend to the patients dressings, to perform work relating to the requirements of the male patients admitted indoor on the instructions of the Sisters posted on duty in the Indoor unit, to perform minor stitching, opening of stitches, auto-cleaning of dressing material, applying POP plasters and to ensure neatness and cleanliness of the Dressing unit during the duty hours as per medical norms. The dresser will report to the In-charge Health Centre or his nominee and shall work under his/her guidance and discharge the duties assigned by him/her to his/her satisfaction.
- iii. **The Indoor unit:** To attend to the referred patients of OPD/IPD, to administer injections, to provide treatment as directed by the Medical Officers and to complete all other assigned work.
- iv. **Reception and Hostel Medical Dispensary (HMD):** To facilitate the registration of patient sand ambulance services, to handle medical booklets, to distribute the medical reports and upkeep of records thereof and to assist the Medical Officers as required.
- v. **Support Office:** To maintain necessary records, to act as backup support and to do other works as may be assigned by the superiors from time to time.
- vi. **Stores:** The scope of work for Stores is clerical in nature and has to be performed to the satisfaction of the In-charge HC or his nominee. The person assigned this work by the contractor will be rotated as per the requirements of the system in place at the Health Centre. If, required, they shall have to work in shifts.
- vii. **Hostel Medical Dispensary (HMD):** To assist the medical officers and do all other such works like dispensing etc. as may be instructed/assigned by the In-charge, Health Centre or his nominee or superiors form time to time.

- viii. **The Physiotherapy unit:** To assist the physiotherapist(s) and to perform as per his directions/guidance.
 - ix. **Sanitation:** To maintain the Health Centre premises and the indoor rooms, wards and toilets etc. all the time in neat and clean and hygienic conditions as per the instructions/guidance of Health Centre Authorities.
- C. The Contractor shall also ensure the following:
- i. Only such persons, who are men of integrity and possess the desire preferably to serve the sick, shall be provided for working in the Health Centre.
 - ii. Persons to be deputed at the Health Centre must be well qualified and possess adequate experience and education meeting the requirements of Medical Profession. Such persons may be required to produce the certificates of their requisite qualification, education and experience
 - iii. Clearance/approval from the In-charge Health Centre shall be a must/pre-requisite for any person before his/her deployment and joining at the Health Centre
 - iv. The persons so deployed shall carry out the assigned work diligently and honestly and shall report any problems, they encounter in discharging their duties, to the In-charge Health Centre or his nominee. In no case, they shall act suo-motto or on their own. They shall be expected to be well conversant with the rules and regulations of the Institute and the Health Centre soon after their joining the duties at the Health Centre. They are also expected to be computer savvy and competent to handle all the apparatus and equipment available with the Health Centre in connection with the job.
 - v. Due to the very nature of work, the persons may be under stress, as such, they would be expected never to argue with the patients or superiors and in any case of misbehavior etc. of the patients or their accompanying people, shall report about the same to the In-charge Health Centre or his nominee, for remedy.
 - vi. All the persons posted at the Health Centre should be literate, with good habits in regard to cleanliness and hygiene.
 - vii. The persons deputed for performing the work relating to the Indoor unit and dressing unit shall compulsorily

wear white uniform. All other staff shall also wear the uniforms as decided by the In-charge Health Centre. All uniforms shall be provided to the staff concern in sufficient numbers by the contractor at his own cost and the staff shall not be charged any sums, whatsoever, in this regard. The staff while on duty, shall invariably wear the uniforms which must always be neat and tidy.

- viii. Tools required for performing the job like dressing materials, injections, etc. shall be provided by the Health Centre. However, consumables like pen etc. shall have to be provided by the Contractor.

3. Deployment of Personnel

- i. The Contractor shall have the absolute right in regard to the engagement, appointment of any person as its employee/worker and to disengage, transfer, suspend, remove, terminate, retrench, dismiss any such employee and to supervise, control and manage their affairs or to take other disciplinary action etc. against them. The Contractor's staff shall in no case be deemed to be the Institute staff for any purposes nor they shall have any rights/claims for continuity or absorption in the Institute in any manner, whatsoever.
- ii. The Contractor shall be responsible to allot the duties of its every person deployed at the Health Centre in consultation with and guidance of the In-charge Health Centre or his nominee and which shall be performed by its staff to the satisfaction of the Medical Officers/ In-charge, Health Centre or his nominee, as the case may be.
- iii. The workers of the contractor shall report to the contractor who shall be responsible to daily register their attendance and to submit a copy of the attendance to In-charge, Health Centre.
- iv. The Contractor shall arrange the duties of his staff in a manner so that each of its staff gets one day off every week and the staff deployed in the 2000 Hrs. to 800 Hrs. shift render duties for eight Hrs. within a spread over of twelve Hrs.
- v. The Contractor shall make all efforts to ensure deployment of workers in sufficient numbers in each shift. If the manpower is found short for any reasons, the Contractor shall have to re-distribute the work among the reporting staff so that the services are maintained continuously and in normal way.

However, if the contractor fails in this regards or services are disturbed and do not remain smooth due to the same, the contractor would be liable to be penalized in the manner, the Institute deems appropriate.

- vi. No person below the age of 18 (eighteen) years shall be deployed on the work.
- vii. The Contractor shall pay to its employees the wages for the month by seventh of the following month without fail irrespective of whether his payments have been made by the Institute or not. The payment of wages shall be made only by A/c Payee Cheque or through direct credit to the respective bank accounts of the concerned employees/workmen and through no other mode, whatsoever.
- viii. The Contractor shall from time to time furnish a complete list of employees, along with their passport size photographs and their residential addresses with proofs, to the Security Officer of the Institute with an undertaking of their good character and antecedents.
- ix. The value of work shall be inclusive of wages and salary of the workers and the supervisor(s). Nothing extra shall be payable in addition to the monthly value of the contract except:
 - (a) The difference caused due to upward revision in minimum wages payable to the workers, subsequent to the date of agreement and which is paid by the Contractor its workers. The same shall be reimbursed by the Institute on production of claim documents along with his share of admissible Profit and overheads.
 - (b) The contribution towards the share of EPF and ESI deposited by the Contractor shall be reimbursed on production of genuine proof of its deposit with the concerned authorities. However, administrative expenses deposited by the Contractor shall not be reimbursed and the same shall be borne by the Contractor.
 - (c) The Service Tax applicable and paid by the Contractor shall be reimbursed on production of receipt of genuine deposit of the same in the office of competent authorities.

4. Discipline

- i. The Contractor shall ensure that its employees adhere to the discipline, decorum and norms of the Institute and follow the instructions and directions etc. of their superiors/Institute authorities/security personnel. The Institute shall be entitled to search the workers/contractor agents and/or their vehicles inside its premises and while entering or going out of the premises.
- ii. Consuming liquor within the Institute campus is strictly prohibited. Violation of this rule by the employees of the Contractor shall render them liable for prosecution as per law and automatically disqualify them from being deployed on the work.
- iii. The contractor shall be bound to remove/withdraw/transfer any of its workers/employees deployed at the Health Centre from the work/duty/ being deployed and restrain such workmen from entering into the premises of the Health Centre/Institute who in the opinion of the In-charge Health Centre/Institute are deemed to be.
 - a) Guilty of any misconduct or to be incompetent or insufficiently qualified or negligent in performance of their duties, or
 - b) Not desirable to continue rendering the duties at the Health Centre or to be deployed in any of the work for administrative reasons.
 - c) Indulge in theft or any illegal/irregular activities and misconduct etc.
- iv. Any person, so removed from the work, shall not be redeployed in the Health Centre/Institute and shall immediately be replaced at the expense of the Contractor by a qualified and competent substitute. The Institute shall further all the time reserve the right to allow or deny entry to any of contractor employees into the premises of the Institute
- v. The contractor shall be responsible for proper behavior of all the staff employed on the work and shall exercise a proper degree of control over them.
- vi. The contractor shall be bound to prohibit and prevent any employee(s) from trespassing/ acting in any way which may be detrimental or prejudicial to the interests of the campus community and/or Institute.

- vii. The Contractor under the guidance of the In-charge, Health Centre shall at its own cost issue identity cards to its staff deputed for rendering the said services, and which shall be produced by them whenever asked for by the Institute authorities.

5. Security Deposit

- i. Within 15 days of the award of the contract, the Contractor shall have to furnish a security deposit amounting to 10% (duly rounded off) of total value of the work, i.e., Rs. _____ (Rupees _____ only) in the form of FDR in favour of Director, IIT Kanpur and which should be valid for entire period of contract and which shall remain with the Institute till three months after the expiry of the contract and shall be refunded on written request submitted by the contractor in this behalf.
- ii. However, if the term of the contract is extended for any further duration, the contractor shall furnish a fresh security deposit in the form of FDR in favour of Director, IIT Kanpur valid for such extended period and further its value should not be less than 10% (suitably rounded off) of total value of the contract for the said extended period. It is clearly understood in this regard that the FDR submitted towards security deposit for initial period of contract shall be refunded only after a fresh FDR as aforesaid for the extended period of contract has been furnished.
- iii. If the contractor fails to submit the security deposit FDR as above, the EMD shall be liable to be forfeited and award of the contract shall be liable to be cancelled.
- iv. Any sums or dues recoverable from the contractor on any account, whatsoever, shall be adjusted from the said security amount before its refund.

6. Statutory and Other Compliances

- i. The Contractor shall comply with all labour laws and keep the Institute absolutely indemnified, immune and absolved in respect thereof.
- ii. The Institute is registered under the provisions of the Contract Labour (Regulation and Abolition) Act, 1976, from the office of the Regional Labour Commissioner (Central) Kanpur and accordingly, the contractor shall also within a reasonable time, obtain the license from the aforesaid office

under the provisions of the said Act and submit a copy of the license to the In-charge, Health Centre.

- iii. It is a must that the Contractor shall obtain within a reasonable time, its own code number under the Employees Provident Fund and Misc. Provisions Act, 1952 and Employees State Insurance Act, 1948 from Kanpur offices of the concerned department after award of the contract. Their registration under above Acts from the offices of other places shall not be entertained.
- iv. The contractor shall deposit the EPF and ESI contributions towards the share of self as well of the employees at the Kanpur offices of the respective departments within the stipulated time and the genuine documents of such deposits along-with the copy of the challan and return shall be submitted to the Institute for payment.
- v. The Contractor shall not pay to any of its employees deployed on the work, wages which are less than the minimum wages along with the dearness allowance declared from time to time and which are prescribed by the Central Labour Department Kanpur or are in-force in the Health Centre/Institute.
- vi. The Contractor shall in carrying out the contract, be responsible for strict compliance of all the statutory provisions of different labour laws and other enactments, Statutes, Rules, Regulations and Orders of the Competent Authorities including the Acts like the Employees Compensation Act, 1923, Payment of Wages Act, 1936; Payment of Bonus Act, 1965, EPF and 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.
- vii. The Contractor shall be solely responsible in regard to payment of wages, the service conditions and terms & conditions of employment etc. of its employees and further, he be liable for maintaining all requisite records, submission of time bound returns and display of notices etc as provided in various enactments. The In-charge Health Centre/Institute authorities shall be entitled to inspect all such records at any time.
- viii. The contractor shall ensure that its employees comply with the safety and security regulations of the Institute.

- ix. It is deemed that the Contractor has expressly understood that he/she is fully responsible to ascertain and understand the applicability of various Acts, and shall take necessary action to comply with the requirements of Laws.
- x. The Contractor, in overall perspective and spirit of this Agreement, shall be wholly responsible for ensuring the performance as enumerated above to the satisfaction of the Institute authority and In-charge Health Centre or his nominee. This contract shall have to be executed under overall control and supervision of the In-charge Health Centre or his nominee in close liaison with the Monitoring Committee constituted for the purpose.

7. Indemnity

- i. The Institute shall stand absolutely indemnified, immune and absolved in respect of all damages, claims, penalty, compensation, financial and other liabilities, whatsoever, if the Institute is put to any as such which are caused due to;
 - a) any accident or injury to any employee(s) of the contractor in course of the performance of the contract.
 - b) non-compliance/non-fulfillment of any of the obligations, statutory or otherwise, for which the contractor is liable.
 - c) non-fulfillment of the obligations under various Acts and Statutes or the issues concerning the service related matters or non-payment of wages/minimum wages, gratuity, bonus etc., of its workmen whether during their deployment at the Health Centre or after expiry of the contract.
 - d) Any penalties, payments for lapses, defaults and liabilities on part of the Contractor and for which the Institute is subjected or made to pay for.
- ii. And in case, the Institute is forced to pay any cost of any nature on account of Contractor's liabilities as above, the same shall be paid back by the contractor to the Institute within 15 days after receipt of the notice in this behalf failing which, it shall be recovered from the payments due to the Contractor or from his security deposit or through other lawful mode as is deemed appropriate by the Institute.

- iii. However, if any shortfall is caused in the Security money deposited by the contractor, for any reason(s) as above or otherwise or as provided elsewhere in this document, the same shall be made good within 15 days of the receipt of the notice issued by the Institute in this behalf.
- iv. The Contractor in particular and without prejudice to the said generality, shall be wholly liable for all consequent claims or actions for damages or injury, whatsoever, in this regard. The decision of the Institute on any matter, arising under this **clause**, shall be binding in finality, on the Contractor.

8. Other Obligations of the Contractor

- i. The Contractor shall, at its own expense, make good the losses or damages to the property of the Institute caused/having arisen by the acts of commission or omission, negligence or otherwise, of its personnel and of self while providing the services at the Institute.
- ii. If any theft or loss of any items of the Institute occurs during the period of this Agreement, the Contractor shall be liable for the same and shall make good the loss.
- iii. In the event of failure of the Contractor in providing the services or part thereof, as mentioned in this Agreement for any reasons, whatsoever, the Institute shall be entitled to procure services from other sources and the Contractor shall be liable to pay forthwith to the Institute the difference of payments made to such other sources, and also the damages at double the rate of payment for the period of failure in providing the services or part thereof.

9. Bills and Payments

- i. The amount payable for the above work, shall not exceed Rs. _____ (Rupees _____ only) per month. This cost includes the present prevailing minimum wages notified by the Central Labour Department, Kanpur, administrative charges of the contractor towards EPF/ESI, amounts of bonus and gratuity payable, if any, to its employees and the cost of uniforms and other consumables. The cost also includes the salary/wages payable to its managerial/supervisory staff, who may be deployed to

supervise and control the performance and work of subordinate staff.

- ii. In case of indoor Nursing work, the wage rate shall not exceed Rs._____ per day which has been fixed as wages for performing the said work.
- iii. The contractor shall be paid his share of admissible profit and overheads along with other due payments.
- iv. Payment due to the Contractor under the contract shall be made by the Institute by A/c payee cheque under acknowledgement. The Contractor shall present the bill duly pre-receipted on proper revenue stamp latest by the first week of every month.
- v. The Contractor shall furnish to the In-charge Health Centre or his nominee bill in respect of the monthly charges for providing services under the contract. All efforts shall be made by the Institute to make the payment within 10 working days of submission of bills, however the payment to the worker should be made by contractor by 7th of every month failing which a penalty of Rs. 1,000/- per day may be imposed.
- vi. In-charge Health Centre or his nominee shall endorse the following certificate on the monthly bills, before recommending it for payment.

“Certified that the contract during the period of the bill has been carried out as per the scope, terms & conditions of the contract and to entire satisfaction of the user”

- vii. The Contractor shall submit the bill along with the proof of having paid due wages to all workmen engaged on the work along with the payments of ESI and EPF contributions towards the share of both the parties i.e the employees and the Contractor for the preceding month. However if at any stage, it is detected that the contractor has not deposited the shares of contributions of self and of the employees towards EPF/ESI, the contractor shall be liable to be penalized by the Institute in the manner, it deems appropriate and further the security deposit may also be absolutely forfeited.
- viii. The Contractor shall under its signature and seal certify the genuineness of payment of wages as well as all other payments including those of EPF/ ESI contributions.

- ix. Payment of the final bill shall be made to the Contractor as far as possible, within 30 days from the expiry/termination of the contract, provided, it is accompanied with the wage register for the entire period of contract, duly authenticated by the Contractor as well as the controlling officer or his nominee.

10. Term of the Contract

- i. The contract shall be drawn initially for a period of 24 (twenty four) months starting from to, without any escalation in rates of material and shall come to an end on the expiry of the last day of the Agreement. The Contractor shall initially be on probation for a period of 3 (three) months. The contract shall be extended only on successful completion of the probation period.
- ii. The contract shall be extendable further for a period of one year or longer period, on same terms and conditions subject to the satisfactory performance of the services given by the contractor.
- iii. The Institute reserves the right to appoint another agency for providing the services as are provided in this contract from the date of termination of contract without any liability, whatsoever.

11. Penalty

If the Contractor fails to commence the work on any day due to any reasons, whatsoever, a penalty @of the monthly contract value, for per day of default, shall be deducted from the monthly bill. However, if the services are disrupted for two consecutive days, the contract may at sole discretion of the Institute be rescind without any notice. Simultaneously, the security deposit shall also be liable to be absolutely forfeited.

12. Assignment

This Agreement is executed on the basis of personal representation made by Mr.....the representative of M/s.....Any assignment of this Agreement, in part or whole, to any third party without prior written consent of the Institute, shall be ground for forthwith termination of the Agreement.

13. Interpretation

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

14. Termination

- i. Either party can terminate this Agreement by giving one month's written notice to the other without assigning any reasons, whatsoever and without payment of any compensation, thereof. However, the Institute shall give only 24 hours' notice for termination of this Agreement to the Contractor when there is any major default (which shall be determined by the Institute at its discretion) in compliance of the terms and conditions of this Agreement or the Contractor has failed to comply with its statutory obligations. In that event, the Contractor will move out of the premises of the Institute with his men and material if any. This discretion of termination of this Agreement by the Institute will be exercised judiciously, since the Contractor is rendering the essential and public utility services.
- ii. If the Contractor does not commence any work in the manner described in the contract document or if at any time in the opinion of In-charge, Health Centre;
 - (a) fails to carry out the work in conformity with the contract document, or
 - (b) substantially suspends the work without authority from the Institute, or
 - (c) fails to carry out and execute the work to the satisfaction of the Institute, or
 - (d) commits or permits breach of any other kind, or observes or persists in any of the above mentioned breaches of the contract, after notice in writing having been given by the Institute to the Contractor requiring such breach to be remedied, or
 - (e) The Contractor abandons the work.
 - (f) Then, the Institute shall have the power to enter upon the premises, take possession thereof, to rescind the contract and to carry on with the work by the Contractor's workmen and the supervisor, as the Institute in its absolute discretion may think proper, without making any payment to the Contractor.
- iii. This Agreement may be terminated forthwith if either party becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.

- iv. This Agreement can further be terminated by the Institute in terms of the stipulation provided elsewhere in this Agreement.

15. Consequences of Termination

Either party's liabilities for any charges, payments or expenses due to the other party which may have accrued prior to the termination date, shall not be extinguished by such termination, and such amounts (if not otherwise due on an earlier date), shall become immediately due and payable on the termination date.

16. Survival

Any obligation under this Agreement which either expressly or by their nature is to continue after termination or expiration of this agreement, shall survive and remain in effect.

17. Force Majeure

- i. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean, acts of god, war, revolt, riot, fire, flood and acts and regulation of the Government of India or any of its authorized agencies.
- ii. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7 (seven) day of the alleged beginning and ending thereof giving full particulars and satisfactory proof.
- iii. The time for performance of relative obligations suspended by the force majeure shall be extended by the period for which the cause lasts or condoned by the Institute without any penalty.
- iv. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the opinion of cancelling the Contract in whole or in part thereof at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances. For the period of force majeure, no amount shall be payable to the Service Provider.

18. Arbitration

Except as otherwise provided anywhere in this Agreement, if any dispute, difference, question of disagreement or matter, whatsoever, before or after completion or abandonment of work,

hereafter arises between the parties, as to the meaning, operation or effect of the Contract or out of or relating to the contract or breach thereof, the same shall be referred to a Sole Arbitrator to be appointed by the Dy. Director of the Institute at the time of dispute.

- i. If the arbitrator, to whom the matter is originally referred, dies or refuses to act or resigns for any reason from the position of arbitration, it shall be lawful for the Dy. Director of the Institute to appoint another person to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by its predecessor, provided both the parties consent to this effect, failing which, the arbitrator shall be entitled to proceed de-novo.
- ii. It is a term of the contract that the party invoking the arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.
- iii. It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.
- iv. The venue of the arbitration shall be at Kanpur.
- v. Subject as aforesaid, the provisions of the Arbitration and Conciliation Act. 1996 and any statutory modifications or re-enactment thereof and rules made there-under and for the time being in force, shall apply to the arbitration proceedings under this clause.

19. Jurisdiction:

The Contract shall be governed by and constructed according to the laws in force in India. The Service Provider shall hereby submit to the jurisdiction of the courts situated at Kanpur for the purpose of actions and proceedings arising out of the Contract and the courts at Kanpur only, shall have the sole jurisdiction to here and decide such actions and proceedings.

**IN WITNESS WHEREOF THE PARTIES HERETO AS ABOVE SAID HAVE
HEREUNTO SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY,
MONTH AND YEAR FIRST WRITTEN ABOVE IN THE PRESENCE OF THE
FOLLOWING WITNESSES:**

On behalf of the Institute

On behalf of the contractor

Name:

Name

Designation:

Designation

Seal

Seal

Witness:

Witness:

1.

1.

2.

2.

Annexure-A

Sl. No.	Area/Unit	Category	Tentative number of workman to be deployed
1.	Pharmacy	Highly-skilled	02
2.	Dressing Unit	Highly-skilled	01
3.	Indoor Unit	1, Highly-skilled & 3, Un-skilled	04
4.	Reception Desk	3, Skilled & 5, Semi-skilled	08
5.	Support Office	Un-skilled	01
6.	Store	1, Skilled & 1, Semi-skilled	02
7.	Hostel Medical Dispensary (HMD)	Semi-skilled	02
8.	Physiotherapy	Semi-skilled	01
9.	Sanitation	1, Semi-skilled & 7, Un-skilled	08

Annexure-B

Top five assignments during last five years

Sl. No.	Name of Organization with full address	Period of contract	Depts./ areas/units assigned	Total persons deployed	Annual value of contract
1.					
2.					
3.					
4.					
5.					