

**REQUEST FOR PROPOSAL (RFP)
from Experienced Caterers on basis - QCBS**

**Establishment, Operation, Maintenance and Comprehensive
Management of Veg. Restaurant / Non-Veg. Restaurant /
Chaat Shop / Aavin Parlour / Bakery / Fresh Fruit Juice Shop in the
Ground floor of Northern wing of Centre for Excellence Building in
CEG Campus, Anna University, Chennai-25**

**REGISTRAR
Anna University
Chennai-600 025**

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CHECKLIST FOR SUBMISSION OF TENDER
(This checklist duly filled and signed be enclosed with the tender form)

All the documents to be enclosed with the tender form should be numbered and signed.

1.	Name of the Tenderer	
2.	Father's Name	
3.	Address	
4.	Mobile Number	
5.	Details of Veg. Restaurant / Non- Veg. Restaurant / Chaat Shop / Aavin Parlour / Bakery / Fresh Fruit Juice Shop for which tender applied.	

Sl. No.	Documents	Yes/No/NA	Remarks				
	Cover 1						
1	Cover letter – Form A enclosed						
2	Proforma for deposit of EMD and document fee - Form B enclosed						
	a. Earnest money through Demand Draft (DD) drawn in favour of REGISTRAR, ANNA UNIVERSITY, CHENNAI-25 payable at SBI, ANNA UNIVERSITY, Chennai-25 <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">DD No. :</td> <td style="width: 50%;">Amount:</td> </tr> <tr> <td>Date of Issue:</td> <td></td> </tr> </table>	DD No. :	Amount:	Date of Issue:			
DD No. :	Amount:						
Date of Issue:							
	b. Document Fee- Rs.5,000/- each for Vegetarian Restaurant/ Non Vegetarian Restaurant, Rs.1500/- each for other shops (if downloaded from website) through Demand Draft (DD) drawn in favour of REGISTRAR, ANNA UNIVERSITY, CHENNAI-25 payable at SBI, ANNA UNIVERSITY, Chennai-25 <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">DD No. :</td> <td style="width: 50%;">Amount:</td> </tr> <tr> <td>Date of Issue:</td> <td></td> </tr> </table>	DD No. :	Amount:	Date of Issue:			
DD No. :	Amount:						
Date of Issue:							

3.	Proforma for affidavit blacklisting - Form C		
4.	Certificate for non-participation of near relative- Form D		
5.	Statement of legal capacity - Form E		
6.	Details of the firm - Form F with Self-attested copy of PAN No. and GST No. enclosed		
7.	Financial Qualification of firm- Form G		
	Cover 2		
8	Details of Current operations - Form H		
9	Similar operational experience of the firm - Form I		
10	Plan of operation of Veg. Restaurant, Non-Veg. Restaurant / shop at CEG Campus (If Allotted) - Form J		
	Cover 3		
11	Financial bid (Annexure II or Annexure III or Annexure IV)		
12	The tender dealing in food items should have license from the competent authority under prevention of Food Adulteration Act/Rules and FSSAI license. Self-attested copy of the same enclosed.		
13	Whether all the pages of the tender form are signed.		
14	Whether all the listed documents have been placed inside Envelope "A", "B" & "C" respectively and thereafter the three envelopes have been put inside the Master Envelope.		
15	Whether Checklist has been enclosed with the Tender form and placed in the Master Envelope.		
16	Miscellaneous.		



ANNA UNIVERSITY, CHENNAI-25

NOTICE INVITING TENDER

Date of Release of Tender: 18.06.2020

NAME OF WORK	:	Establishment, Operation, Maintenance and Comprehensive Management of Veg. Restaurant / Non- Veg. Restaurant / Chaat Shop / Aavin Parlour / Bakery / Fresh Fruit Juice Shop in the Ground floor of Northern wing of Centre for Excellence Building in CEG Campus, Anna University, Chennai-25
TENDER NOTIFICATION NO.		<u>3660/PP4/CEG Canteen/AU/2020</u>
VALIDITY OF THE TENDER	:	90 days from the date of opening of the tender.
EMD	:	
- Veg Restaurant		Rs.6,868/- (Rupees Six Thousand Eight Hundred and Sixty Eight only)
- Non Veg Restaurant		Rs.3,944/- (Rupees Three Thousand Nine Hundred and Forty Four only)
- Chaat Shop		Rs.660/- (Rupees Six Hundred and Sixty only)
- Aavin Parlour		Rs.430/- (Rupees Four Hundred and Thirty only)
- Juice shop		Rs.660/- (Rupees Six Hundred and Sixty only)
- Bakery		Rs.660/- (Rupees Six Hundred and Sixty only)
PRE-BID MEETING	:	01.07.2020 - 4.00 PM
LAST DATE FOR SUBMISSION OF TENDER DOCUMENTS	:	15.07.2020 up to 3.00 PM
ADDRESS FOR SUBMISSION OF TENDER	:	The Registrar, Chennai – 600 025.
DATE OF OPENING OF PRE-QUALIFICATION BID AND VENUE	:	15.07.2020 – 3.30 PM onwards, Conference Hall, O/o Registrar
DATE OF OPENING OF FINANCIAL BID	:	Will be intimated later to technically qualified tenderers.

LETTER OF INVITATION

Dear Sirs,

Sub: Establishment, Operation, Maintenance and Comprehensive Management of Veg. Restaurant / Non- Veg. Restaurant / Chaat Shop / Aavin Parlour / Bakery / Fresh Fruit Juice Shop in the Ground floor of Northern wing of Centre for Excellence Building in CEG Campus, Anna University, Chennai-25 - Reg.

1. You are hereby invited to submit Pre-qualification, Technical and Financial proposals for **“Establishment, Operation, Maintenance and Comprehensive Management of Veg. Restaurant / Non- Veg. Restaurant / Chaat Shop/ Aavin Parlour / Bakery/ Fresh Fruit Juice Shop in the Ground floor of Northern wing of Centre for Excellence Building in CEG Campus, Anna University, Chennai-25”** which could form the basis for future negotiations and ultimately a contract between your firm and the Registrar, Anna University, Chennai-600 025.
2. The purpose of this assignment is for identifying experienced caterers / firms to serve quality and hygienic food items in the available and assigned space **in the ground floor of Northern wing of Centre for Excellence CEG campus, Anna University Chennai-25** as mentioned in the Terms of Reference (ToR).
 - 2.1 Client means The Registrar, Anna University, Chennai-600 025.
3. Firms will be selected as per TINT Act under Quality and Cost Base Selection (QCBS) procedures described in this RFP and in accordance with the procurement guidelines of the TAMIL NADU TRANSPARENCY IN TENDERS ACT, 1998 and RULES 2000 as amended from time to time.
4. The following documents are enclosed to enable you to submit your proposal:
Terms of reference (TOR) (Annexure I);
Pre-qualification Criteria ;
Supplementary information for firm, personnel and
A Sample draft Agreement of Contract for this assignment to be carried out by the Firm. (Annexure V);
5. A pre-bid meeting open to all prospective firms will be held on 01.07.2020 at 4.00 P.M when the prospective firms will have an opportunity to obtain clarification regarding the scope of work, terms of reference, contract conditions and any other pertinent information.

The Clarification / Amendments if any in the Pre-bid meeting will be published only in the following web site: www.annauniv.edu/tender. Please ensure that advance intimation (Phone No.044 2235 7004 / 7901) regarding your visit is sent to enable them to make appropriate arrangements.

6. THE SUBMISSION OF PROPOSALS:

- 6.1 The proposals shall be submitted in three parts in three sealed covers, viz., Pre-qualification, Technical and Financial proposals and should follow the form given in the "Supplementary Information for Firms." The duly filled and signed tender documents shall be either sent to the Registrar, ANNA UNIVERSITY, Chennai-25 by speed/registered post or drop in the tender box kept in the Registrar Office so as **to reach on or before** 15.07.2020 by 3 PM. Phone No.044 2235 7004 / 7901.
- 6.2 The "Pre-qualification", "Technical" and "Financial" proposals must be submitted in three separate sealed envelopes (with respective marking in bold letters) following the formats / schedules given in the Pre-qualification for firms (Annexure-2), supplementary information for firms (Annexure-3). The first envelope marked "Pre-qualification criteria" in one separate cover, viz., Cover-1 must be sealed with sealing wax and initialed twice across the seal. This cover should contain the Earnest Money Deposit (EMD) for the amount and operation preferred (Detail in table below) in the form of Demand Draft (DD) to be taken in the name of "Registrar, Anna University, Chennai-600 025".

(Amount in Rs.)				
Operation Preferred	Carpet area (In Sq.ft.)	License fee per annum	Security Deposit (Refundable)	E.M.D.
Veg Restaurant	2081	686730	343365	6868
Non Veg Restaurant	1195	394350	197175	3944
Chaat Shop	200	66000	33000	660
Aavin Parlour	130	42900	21450	430
Fresh Juice Shop	200	66000	33000	660
Bakery	200	66000	33000	660

The EMD will be accepted in form of small savings script/ Kissan Vikas patras etc duly pledged in favour (or) Fixed Deposit Receipt/ Demand Draft issued by Nationalized (or) Scheduled Banks, drawn in favour of the Registrar, Anna University, Chennai-25. The EMD for the unsuccessful firms will be returned within 45 days of the date of completion of selection / tender process without interest.

- 6.3 The second envelope, viz., Cover-2 marked "Technical proposal for the captioned project" must also be sealed and initialed twice across the seal and should contain the information required in Annexure.

- 6.4 The first and second envelopes should not contain any cost information whatsoever. The third envelope viz., Cover-3 marked 'Financial Proposal for the captioned project' must also be sealed and initiated twice across the seal and should contain the detailed price offer for the firms services.

The sealed envelopes Cover 1, Cover 2 and Cover3 should all together be placed in a separate big sealed cover, which shall be clearly marked with the name of the assignment and submitted in the office on or before 15.07.2020 by 3.00 p.m.

If the cover of proposals is not marked with the name of the assignment indicating the bid submission date and time, the cover will not be opened and returned to the firm unopened treating as "Not Qualified".

Tender not accompanied by the required EMD in the requisite form as mentioned in the RFP / tender document shall be summarily rejected.

- 6.5 A Tenderer may apply for more than one shop by filling up Tender forms separately for each shop. In case any tenderer applies for more than one shop in one Tender Form, the tender so applied shall be rejected straightaway.

If qualified, only one shop is to be considered for allotment to a family which would include self, husband or wife, father, mother, son(s), daughter (s), father- in-law, mother-in-law, son-in-law(s), daughter-in-law(s), siblings. Members of same family would not be allowed to secure any other allotment of shops **through partnerships or any other means**.

6.5 OPENING OF PROPOSAL

The proposals (first envelope (cover 1) containing pre-qualification criteria only) will be opened by the Registrar, Anna University, Chennai-25 or his authorized representative in the presence of the Tenderers at 4:00 p.m. It may please be noted that the second envelope containing the technical proposal will not be opened until pre-qualification criteria is evaluated. The second cover, i.e. the Technical Bid will also be opened in the presence of the Tenderers, immediately after evaluating the Pre-qualification criteria. The detailed price offer will not be opened until technical evaluation has been completed, and the results of the Technical Evaluation approved and notified to all firms.

7. EVALUATION

- 7.1 A two-stage procedure will be adopted in evaluating the proposals:

- i) A pre-qualification of firms will be verified, which will be carried out prior to opening of technical proposal.
- ii) A technical evaluation of the pre-qualified firms, which will be carried out prior to opening any financial proposal;

7.2 Pre-qualification

Firms who have the following qualifications may submit the proposal along with necessary proof;

1. The tenderer should have satisfactorily operated business of similar nature at least at one location for more than five years (Copy of Firm Registration to be enclosed).
2. The annual turnover of the firm at any one location should not less than Rs.70.00 Lakhs for Veg restaurant, Rs.40.00 Lakhs for Non-Veg restaurant and Rs.7.00 Lakhs for chaat shop and Ice cream parlour in any one year of his / her / their total career.
3. The average total turnover of the firm should not be less than Rs.105.00 Lakhs for Veg restaurant, Rs.60.00 Lakhs for Non-Veg restaurant and Rs.10.50 Lakhs for chaat shop and Ice cream parlour in any three years of his / her / their total career.

The Firm must ensure that they submit the evidence of eligibility criteria on turnover & positive net worth as on 31st March 2020 in the form of audited financial statements signed by Chartered Accountant for the last 3 (three) Financial Years. (2017-18, 2018-19 & 2019-20). Audited financials shall be submitted as proof in the last three financial years as per the format attached

Covers without EMD will be treated as non-responsive and will be disqualified.

It should be noted that "Assignment along with the Client".

Only proposals of firms determined to be qualified will be considered for technical and financial evaluation. The technical and price envelopes of others will not be considered and returned unopened after completing the selection process.

7.3 TECHNICAL PROPOSAL

The Evaluation Committee appointed by the Registrar, Anna University will carry out its evaluation of qualified firms' technical proposal applying the evaluation criteria and point system specified below.

- a) The weightage for technical parameters (non-financial matters) : 40%
- b) Weightage for financial parameters : 60%

The proposal(s) with highest weighted combined score (quality and cost) shall be selected.

Maximum technical marks to be allotted by the evaluation committee would be 50. The tenderer has to score a minimum of 30 marks to be eligible for evaluation of financial bid. If none of the bidders have a technical evaluation score of 30 and more, then the financial bid of the bidder who has scored highest technical score among the participating bidders will be taken up for further consideration. The criteria for awarding the marks for technical evaluation is as under:

Sl. No.	Parameter	Marks
1.	Evaluation to analyze the capability/compatibility of the tenderer	15
2.	Technical report of the method of plan of operation (Form H)	15
3.	Quality evaluation by inspection term nominated by university	20
	TOTAL	50

Quality and competence of the service shall be considered as the paramount requirement. Technical proposals scoring not less than 60% of the total points will only be considered for financial evaluation. The price envelopes of others will not be considered and returned unopened after completing the selection process. The Registrar, Anna University shall notify the firms, results of the technical evaluation and invite those who have secured the minimum qualifying marks for opening of the financial proposals indicating the date and time.

7.4 FINANCIAL PROPOSAL

7.4.1 Opening:

The financial proposal shall be opened in the presence of the firms representatives who choose to attend. The name of the firm, the quality scores and the proposed prices shall be read out and recorded. The Registrar, Anna University shall prepare minutes of bid opening.

7.4.2 Evaluation:

The Evaluation Committee will determine if the financial proposals are complete in accordance with the ToR. The quoted price shall be corrected for arithmetical errors in accordance with Tender Transparency Rules 2000 and as amended there on.

The Evaluation Committee will determine if the financial proposals are complete and without computational errors.

Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula:

$$B = \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

where,

C = Evaluated Bid Price

C_{low} = the lowest of all Evaluated Bid Prices among responsive bids

T = the total Technical Score awarded to the Bid

T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive bids

X = Weightage for the Price bid (X = 0.6)

The tenderer with MAXIMUM number of the best Evaluated Bid Scores (B) among responsive bids shall be the most advantageous bid. In case of a tie, the tenderer with higher technical marks would be allotted the contract. Further, even after doing so if there is a tie then the committee will decide on the appropriate procedure to be adopted for determining the eligible tenderer for award of contract.

Final selection of the tenderer shall be based on the scoring system mentioned above. If the Tender Committee arrives at a decision that the rate quoted by any Bidder is too low with reference to the quality and quantity expected by the Anna University, the respective tenders are likely to be rejected from further consideration. The Tender Committee reserves the right to negotiate the prices quoted by the Bidders.

Note: The marks awarded for Tender Evaluation by the constituted committee shall be final and binding on the tenderers.

The recommendations of the committee constituted for this purpose will be forwarded to the competent authority for approval and the decision taken by the competent authority, thereby, approving the recommendations will be final and binding on the tenderer.

8. NEGOTIATIONS

- 8.1 Negotiations normally take a day. The aim is to reach agreement on all points and initiate a draft contract by the conclusion of Negotiations.
- 8.2 Negotiations will commence with a discussion of the technical proposal, the proposed methodology (work plan), costing, staffing and any suggestions the selected Firm may have made to improve the ToRs. Agreement must then be reached on the final ToRs, the staffing and operations, logistics and reporting.

- 8.3 Changes agreed upon will then be reflected in the draft contract, using proposed unit rates (after negotiation of the unit rates, including the man month rates, tax liability and all cost, etc).
- 8.4 The negotiations will be concluded with a review of the draft form of Contract. The Registrar and the Firms will finalize the contract to conclude negotiations.
- 8.5 The Contract will be awarded after successful negotiations, with the selected Firm as per the Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000 and as amended there on.

9. FRAUD AND CORRUPT PRACTICES

- 9.1 The Firm and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Registrar, Anna University shall be entitled to terminate this Agreement forthwith by a communication in writing to the Firm, without being liable in any manner whatsoever to the Firm, if it determines that the Firm has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Registrar, Anna University shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Registrar, Anna University towards, inter alia, the time, cost and effort of the Registrar, Anna University, without prejudice to the Registrar's, Anna University any other rights or remedies hereunder or in law.
- 10. Please note that the Anna University Chennai-25 is not bound to select any of the firms submitting proposals. Further, as quality is the principal selection criterion, the Anna University Chennai-25 does not bind itself in any way to select the firm offering the lowest price.
- 11. The selected firm shall not disclose any information / data to others without the written permission of the Anna University Chennai-25.
- 12. You are requested to hold your proposal valid for 90 days from the date of submission without changing the personnel proposed for the assignment and your proposed price. The Anna University Chennai-25 will make its best efforts to select a firm within this period.
- 13. Please note that the cost of preparing a proposal and of negotiating a contract including visits to Anna University Chennai-25, if any is not reimbursable as a direct cost of the assignment.
- 14. Assuming that the contract negotiation can be satisfactorily concluded in July 2020, you will be expected to take-up / commence with the assignment in August 2020.

15. The successful Firm will be invited for signing agreement. The tenderer is liable to pay the prescribed license fee upon allotment/occupation.
16. The Firm is requested to furnish a performance security in the form of Irrevocable Bank Guarantee from any one of the Nationalized / scheduled Bank in India taken in favour of the Registrar, Anna University valid for a period of 12 months or till the successful completion of the assignment and subject to extensions without any financial implications. The same will be released on successful completion of all the works satisfactorily. The validity of performance security will be extended according to the extension of contract period as per the agreement executed.

The Earnest Money Deposit of the successful Tenderer will be discharged when the Tenderer furnishes the required Performance Security and signs the Agreement.

17. The Earnest Money Deposit may be forfeited
 - (i) If the Firm withdraws the tender after Tender opening during the period of validity of the tender.
 - (ii) If the Firm withdraws the Tender after the issue of letter of acceptance of his Tender.
 - (iii) In the case of a successful Firm, if the Firm fails within the specified time limit to:
Furnish the required performance security or sign the Agreement
Accept the Letter of Intent
 - (iv) If the Firm has furnished incorrect information on qualification and experience.
18. The fees shall be quoted in Indian Rupees only. Please note that the remuneration which you receive from the contract will be subject to normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard if required.
19. Any entity which has been barred by the Central Government, any State Government, a statutory Independent or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate ("Associate" means a firm have common controlling shareholders or other ownership interest as that of the Firm).
20. All documents relating to the Bid and all communications in connection with the Bid shall be in English language. All the pages should be serially numbered and signed by the Firms.
21. The Registrar reserves the right to postpone / cancel this RFP at any point of time without assigning any reason, whatsoever.

22. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Chennai.

23. Please note that conditional bids are liable for rejection.

24. SETTLEMENT OF DISPUTES

24.1 Amicable Settlement the Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

24.2 Miscellaneous. In any arbitration proceeding hereunder:

(i) Proceedings shall, unless otherwise agreed by the Parties, be held in Chennai.

(ii) The English language shall be the official language for all purposes; and

(iii) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in a court of competent jurisdiction (Chennai), and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

25. This Contract may be terminated by either Party as per provisions set up below:

(A) By the Registrar, Anna university Chennai-25.

The Registrar, Anna University may terminate this Contract in case of the occurrence of any of the events specified in paragraphs

(a) Through (f) of this Clause. In such an occurrence the Registrar, Anna university shall give at least thirty (30) calendar days' written notice of termination to the firm in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

(a) If the firm fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

(b) If the firm becomes (or, if the firm consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) If the firm fails to comply with any final decision reached as a result of arbitration proceedings;
 - (d) If, as a result of Force Majeure, the firm is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
 - (e) If the Registrar, Anna University in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
 - (f) If the firm fails to confirm availability of sufficient manpower and infrastructure as required as per ToR. Furthermore, if the Registrar, Anna University determines that the firm has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Registrar, Anna University may, after giving fourteen (14) calendar days written notice to the firm, terminate the firm's employment under the Contract.
- (B) By the firm
- (a) If the Registrar, Anna University fails to pay any money due to the firm pursuant to this Contract and not subject to dispute within sixty (60) calendar days after receiving from the firm that such payment is overdue.
 - (b) If, as a result of Force Majeure, the firm is unable to perform a material portion of the Services for a period of not less than ninety (90) calendar days.
 - (c) If the Registrar, Anna University fails to comply with any final decision reached as a result of arbitration.
 - (d) If the Registrar, Anna University is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) days (or such longer period as the firm may have subsequently approved in writing) following the receipt by the Registrar, Anna University of the firm's notice specifying such breach.

c. Vacation/Termination of Allotment:

The license for the allotted premises will be initially awarded and valid for 12 calendar months, starting from the date of allotment. The tenderer will also remit security deposit and license fee for first six months in advance, within a period of 15 days from the date of allotment. The subsequent license fee will also be payable in advance for next six months on the due date to be mentioned in the allotment letter.

In case, the tenderer/allottee vacate/terminate his business in the allotted premises before the completion of 12 calendar months, then the Anna University will be at liberty to forfeit the security deposit and license fee paid in advance.

The Anna University/Licensor will be at liberty to terminate the license of the allotted premises and also forfeit security deposit and license fee paid in advance by giving 10 days' notice to the tenderer/allottee for any breach of the Terms & Conditions of the Tender Document/Agreement besides also on the following grounds:

- (a) Sale or storage of banned drugs/alcoholic material/items, narcotics and psychotropic substances within the Anna University Campus.
- (b) Sale of substandard goods/overcharging of price more than MRP or rates approved by the Anna University.
- (c) Indulgence in any illegal activity/occupation/illegal groupism or gathering/allowing anti-social elements to use the allotted premises for any other purpose, other than the purpose for which premises have been allotted.
- (d) Indulging in *Gherao*/blocking of any Anna University building/properties or officer/official and demonstration or taking out procession within the Anna University premises.

26. Force Majeure:

a.	Definition	<p>For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.</p> <p>Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-firms or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
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b.	No Breach of Contract	The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
c.	Measures to be taken	<p>A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the firm, upon instructions by the Registrar, Anna University, shall either:</p> <ul style="list-style-type: none"> a) Demobilize, in which case the firm shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Registrar, Anna University, in reactivating the Services; or b) Continue with the Services to the extent reasonably possible, in which case the firm shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. <p>In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 28.</p>
	Suspension	The Registrar, Anna University may, by written notice of suspension to the firm, suspend part or all payments to the firm here under if the firm fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the firm to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the firm of such notice of suspension.

27. Any entity which has been barred by the Central Government, any State Government, a statutory Independent or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate ("Associate" means a firm have common controlling shareholders or other ownership interest as that of the Firm).
28. The Firms shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiations, visits to Anna University, will Project site etc. ToR not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
29. Firms are encouraged to submit their respective Proposals after visiting the identified location and ascertaining for themselves the site conditions, location, surroundings, climate, access to site, and availability of data with Dean CEG & Estate Office, Applicable Laws and regulations or any other matter considered relevant by them.
30. Misrepresentation/ improper response by the Firm may lead to disqualification of the Firm. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Firm gets disqualified / rejected, then The Registrar reserves the right to consider the next best Firm or take any other measures as may be deemed fit in the sole discretion of the Registrar, Anna University, including annulment of the Selection Process.
31. Anna University Chennai-25 reserves the right to make inquiries with any of the listed by the Firms in their previous experience record.
32. Firms have to pay Licensee Fee every month as applicable
33. Firms have to pay Six months advance License Fee.
34. Firms have to pay Security deposit and additional security amount for Electricity supply.
35. Firms have to pay Maintenance and miscellaneous charges:
36. Firms have to pay GST, T.D.S, IT and other taxes as applicable

37. Test of responsiveness:

i.	Pre-qualification Proposal along with EMD	– Cover – 1
	(Signed and sealed copy of the RFP, Pre-proposal Minutes of the Meeting, Addendums issued, Forms 'A' to 'G' shall be submitted as part of Cover 1, without any financials)	
ii.	Technical Proposal	– Cover – 2
	Forms 'H' to 'J' shall be duly signed by the Firm's authorized representative as part of the Technical proposal, sealed and captioned as Cover-2.	
iii.	Financial bid	– Cover – 3
	– relevant Annexure I or II or III shall be duly signed by the Firm's authorized representative as part of the Financial proposal, sealed and captioned as Cover– 3	

Note: The proposals shall be submitted in the Office of the Registrar, Anna University, Chennai-600 025 or sent by Speed Post/ Registered Post to reach on or before 3.00 P.M. on 15.07.2020.

Yours faithfully,

Sign & Seal of the Firm

Enclosures:

1. Terms of Reference.
2. Supplementary Information to Firms.
3. Draft contract under which service will be performed.

TERMS OF REFERENCE (TOR)

Establishment, Operation, Maintenance and Comprehensive Management of Veg. Restaurant / Non- Veg. Restaurant / Chaat Shop / Aavin Parlour / Bakery / Fresh Fruit Juice Shop in the Ground floor of Northern wing of Centre for Excellence Building in CEG Campus, Anna University, Chennai-25

01 Introduction:

Sealed tenders are invited for allotment of Veg. Restaurant / Non- Veg. Restaurant / Chaat Shop / Aavin Parlour / Bakery / Fresh Fruit Juice Shop on license basis in the Ground floor of Northern wing of Centre for Excellence Building in CEG Campus, Anna University, Chennai-25. There is a specific requirement of Veg Restaurant / Chaat Shop / Ice Cream Parlour for catering to the campus populace numbering approximately 4000 including students, faculties, staff and their families. Following Veg Restaurant/ Chaat Shop/ Ice Cream Parlour are being offered on license basis. The Registrar, Anna University with the assistance of Estate Office, would be inviting firms for carrying out the above task.

02 Objectives:

To allot the earmarked spaces for operation of Veg. Restaurant / Non- Veg. Restaurant / Chaat Shop / Aavin Parlour / Bakery / Fresh Fruit Juice Shop on license basis in the Ground floor of Northern wing of Centre for Excellence Building in CEG Campus, Anna University, Chennai-25.

03 Scope of Work:

- a. To operate Veg. Restaurant / Non- Veg. Restaurant / Chaat Shop / Aavin Parlour / Bakery / Fresh Fruit Juice Shop on license basis and provide quality food to the visiting students, faculties, staff and their families.

04 Validity of Tender:

Validity of the present tender for allotment and re-allotment shall be for a period of 90 days from the date of opening of tender. The Earnest money will be forfeited in case an applicant withdraws his/her bid during this period.

In case the successful bidder/allottee does not occupy the allotted premises within 15 days from the date of allotment, Anna University will be at liberty to re-allot the Veg. Restaurant / Non- Veg. Restaurant / Chaat Shop / Aavin Parlour / Bakery / Fresh Fruit Juice Shop to the next highest successful bidder and the said re-allotment will be subject to the approval of the Competent Authority.

EMD of the first allottee shall be forfeited in that case.

- 05 Incomplete/ telegraphic/conditional tender or the tender without EMD is liable to be rejected.

06 Earnest Money Deposit:

Tender must be accompanied with Earnest Money Deposit (EMD) as given above in the Tender Notice in the form of DD in favour of Registrar, ANNA UNIVERSITY Chennai-25 payable at SBI, ANNA UNIVERSITY Chennai-25 having validity of at

least 3 months from the date of issue of Tender documents. The EMD amount will not carry any interest.

EMD amount of the successful bidder would be adjusted against the security deposit payable. In case the successful tenderer fails to remit the security deposit and the security deposit for electric supply within 15 days of issuance of Allotment letter, the EMD amount shall be forfeited and the allotment cancelled.

- 07 Tender must be submitted in 03 (Three) sealed envelopes, as per details given below:-

i.	Pre-qualification Proposal along with EMD	– Cover – 1
	(Signed and sealed copy of the RFP, Pre-proposal Minutes of the Meeting, Addendums issued, Forms 'A' to 'G' shall be submitted as part of Cover 1, without any financials)	
ii.	Technical Proposal	– Cover – 2
	Forms 'H' to 'J' shall be duly signed by the Firm's authorized representative as part of the Technical proposal, sealed and captioned as Cover-2.	
iii.	Financial bid	– Cover – 3
	– relevant Annexure II or III or IV shall be duly signed by the Firm's authorized representative as part of the Financial proposal, sealed and captioned as Cover– 3	

All the above 03 covers (**Cover – 1 , 2 & 3**) are required to be sealed in a **Master Envelope**. The tenderer should write Name, Postal Address, E-mail address & Phone Number on all the envelopes. **They should also mention details of the Shop on top of the envelope for which the application is being made.** Those who fail to follow this procedure may be disqualified to participate in the tender process.

All rates shall be written in the column meant for Price Bid properly. The tenderers to quote the rates in figures as well as in words (CAPITAL letters only), neatly. **If there is a discrepancy between words and figures, the amount in words shall prevail. Any cutting or over writing should be attested by the tenderer with date.** Tenders of firms received with prices quoted on variable basis will be rejected straightaway. Also, quotes qualified by vague and indefinite expressions such as "subject to prior confirmation", "subject to immediate acceptance etc., will be treated as vague offers and rejected.

- 08 **Pre-Qualifications Documents:** The following pre-qualification documents are to be submitted along with the tender form in the envelope to be marked **Cover 1** already explained above.
- Proforma for deposit of EMD and document fee – (Form B). Document fee of Rs 5000/- for applicants for Veg. Restaurant / Non-Veg. Restaurant and Rs.1500/- for applicants for Chaat Shop / Aavin Parlour / Bakery / Fresh Fruit Juice Shop.
 - Affidavit attested by a Magistrate 1st Class/Oath Commissioner/Notary Public to the effect that the individual/firm is not blacklisted by any Government Organization and that neither any criminal case nor any economic offence is pending before any Court of Law or Registered with Police - Form C

10 **Documents/payments to be submitted/deposited by the successful tenderer:**

- a) Documents/payments are to be submitted/deposited by the successful bidder within 15 days from the issue of Allotment Letter or before taking over possession of the premises, whichever is earlier. The possession of the premises will be handed over only after submission of the following documents:-
- i) License Deed on Non-Judicial Stamp Paper worth Rs. 100/-.
 - ii) Six months advance License Fee.
 - iii) Security deposit and additional security amount for Electricity supply.
 - iv) The shop dealing with Food items shall deposit a copy of **FSSAI License Certificate** issued to them or has to apply for the same within 15 days from the issue of Allotment Letter and submit a copy of the same to the Anna University.
 - v) **The licensee should deposit the receipt of having applied for Police Verification Report in respect of himself/herself and the employees, if any, to be engaged in the allotted premises within 15 days of taking over possession of the premises and must deposit the Police Verification Report within 03 months from the date of issue of the allotment letter.**

11 **Period of License:** The allotment would initially be made for a period of 12 calendar months from the date of allotment as per the terms and conditions of Tender Document. The allotment can be further extended on mutually agreed terms and conditions subject to satisfactory service, conduct and behaviour of the Licensee and the said extension will be solely at the discretion of Anna University. The licensee shall not be eligible for such an extension as a matter of right whatsoever, and decision of Anna University shall be final and binding on the licensee.

12 Anna University shall have the right without prejudice to terminate the license of any tenderer before expiry of 12 calendar months or any extended period by giving a notice of 10 days.

13 **Payment of license fee:** The licensee shall deposit to the licensor the license fee and other fixed allied charges (if any), for a period of six months in advance within 15 days from the issuance of Allotment Letter. The subsequent installments of license fee is also to be deposited in advance, as per the schedule to be mentioned vide separate letter issued by the Anna University. If the licensee fails to deposit the license fee in advance, the following penalty clause shall be invoked:

	Penalty
Within 1 st Fifteen days from due date	Rs. 250/-
16 Days to 30 Days from the due Date	Rs. 500/-
31 Days to 60 Days from the due Date	Rs. 1500/-
61 Days to 90 Days from the due Date	Rs. 2500/-

If the licensee fails to make the payment of dues within 90 days, then the license fee along with penalty (Rs. 2500/-) will be recovered from the Security Deposit.

The licensee will pay the license fee through Demand Draft drawn in favour of Registrar, ANNA UNIVERSITY Chennai-25/ Online transaction / payment directly to bank and produce a copy of receipt for reconciliation.

14 Payment of Electricity / Water charges:(Housekeeping/security common area)

Water will be provided for basic activities on the basis of metered consumption at the applicable rates. The licensee is required to pay electricity and water charges as fixed by the Anna University from time to time, with Accounts Department to Anna University account, as per the demand raised by the Estate Office of the Anna University. Electricity will be provided for the purpose of running the facilities (excluding decorative purposes) at prevailing rates in the Anna University. The licensee will be liable to deposit a certain amount as per the demand raised by Estate Office of Anna University, in advance towards Electricity supply/consumption. The said deposit will be payable by the licensee before taking possession of the allotted premises. Every effort must be exercised by the tenderer to minimize electricity and water usage and avoid unnecessary usage and wastage

15 Maintenance and miscellaneous charges:

The licensee /tenderer is liable to pay the maintenance and miscellaneous charges in respect of common area proportionate to the carpet area, as decided by ANNA UNIVERSITY COMMITTEE. These charges are subject to revision and are payable to Registrar account.

16 Security Deposit:

The licensee is liable to remit the security deposit amount upon issuance of Allotment letter as per the Terms & Conditions mentioned herein before. Failure to do so shall lead to cancellation of Allotment letter and forfeiture of EMD. The deposit shall not bear any interest.

The security deposit or remainder thereof, if not forfeited shall be refunded without any interest to the licensee after the expiry of license only after vacation of the premises and after adjusting dues, if any. In the event of breach or non-observance of any of the terms & conditions of this license, the deposit shall be forfeited either in full or part thereof.

17 Occupation of the premises:

- a) The allottee /tenderer will have to occupy the allotted premises within 15 days of issuance of the Allotment Letter, subject to the Terms & Conditions mentioned here in before in the Tender Document and Allotment Letter.

Failure to occupy the allotted premises within stipulated period of 15 days from the issuance of the Allotment Letter shall lead to cancellation of allotment and forfeiture of EMD and any other amount paid by the tenderer.

- b) The date of issuance of Allotment Letter will be taken as date of acceptance of Allotment Letter by the tenderer for all intents and purposes.
- c) The licensee shall use the premises solely for the purpose for which it has been licensed and for no other purpose and he/she shall not part with the premises/ sub-let the premises to any one directly or indirectly.

18 Specific Conditions:

- a) For the purpose of trade, the licensee at his own cost shall ensure display (size 3'x2') at conspicuous place, rates to be charged and discount to be offered by him to the customers and other relevant terms and conditions. The display should be installed after taking approval from the Estate Office of Anna University. The prices of the items shall not be more than the local market rate and shall be approved and reviewed by ANNA UNIVERSITY COMMITTEE periodically. The licensee/tenderer shall not charge in excess of the rates approved by ANNA UNIVERSITY COMMITTEE.
- b) The licensee shall ensure provision and sale of quality products and in no case substandard, spurious, spoiled, poor quality, damaged and articles beyond the expiry date etc., would be stocked or sold by the licensee. Breach of these conditions may also entail immediate suspension and cancellation of the license. The products shall conform to the rules & regulations and other laws of the land.
- c) In the event of breach or non-observance of any of the terms and conditions of this license, the security deposit shall be forfeited either in full or in part in addition to levy of fine as per Committee Recommendation by Registrar subject to periodic revision. This will be without prejudice to any other action.

19 License deed:

The licensee shall execute necessary license deed specifying the terms and conditions as mentioned herein, on a Non-judicial stamp paper worth Rs. 100/- at his own cost, within 15 days from the issue of Allotment Letter along with other documents/payments, failing which, penalty as mentioned above shall be imposed. **This tender will also form part of the license deed so executed.**

20 Sale of items:

- a) Product Pricing: The rates of items permitted for sale in the shops, shall not be higher than the rates as approved for the allotment and shall run the business in accordance with terms & conditions of the Tender Document. The Anna University Committee will have right to see the quality, market price and reasonability of the price of items at any point of time.
- b) No material for sale, display, equipment or furniture including the counter etc., shall be kept in the corridor/verandah/ open space etc., before the shop. Violation if any would invite a strict action. The material if any so displayed would be confiscated and fine upto Rs. 2500/- per violation shall be imposed. It would also entail termination of the license.

21 Upkeep and maintenance of premises:

- a) The licensee shall keep the premises in neat and clean condition and shall be liable to pay for the cost of making good any damage thereto caused by negligence or misuse of premises by the licensee and shall indemnify the licensor against any loss/damage/additions/alternations to the premises. The licensee will get the whitewash /paint done in the shop at his/her own costs from time to time as & when required.

- b) The licensee shall not store empty packing cases/baskets /goods/material etc., in the open spaces around the premises. The area in front of the said premises shall neither be encroached nor used for any purpose other than public passage. The licensee shall also not make any addition or alternation in or around the premises without the written consent from the Estate Office of the Anna University.
- c) The waste must be disposed-off and 100% cleared before closing of each business day and also cleared at regular intervals during the day. The licensee would provide dust free and mosquito/fly free environment. The licensor reserves the right to issue directions from time to time for proper sanitation and cleanliness of the premises, which would be binding on the licensee. The tenderer shall ensure proper hygiene and cleanliness any failure in this regard is liable for penalty. Repeated violations with regard to hygiene and cleanliness shall entail termination of contract.
- d) Non-compliance of any instructions issued in connection with the sale of products and maintenance of premises shall entail imposition of fine upto Rs. 2500/- per violation, by the licensor. Repeated violations shall lead to termination of the license.
- e) The licensee shall provide prompt and efficient service and shall appoint necessary staff (s) (with proper police verification) for the purpose and ensure that there is no mismanagement on his part or his staff. The licensee shall be fully responsible for the conduct and character of his/her staff(s). All violations would attract fine upto Rs. 2500/- per violation and any serious violation/repeated violation shall lead to termination of the license.
- f) The Licensee shall pay all the taxes/cess and any other amounts, which are levied by the Central/State Government from time to time. Non-payment of taxes or any other dues to the statutory authorities shall result in termination of license followed by vacation of premises.
- g) The licensee shall comply with all the rules and regulations of the Anna University. The license shall neither store nor trade in any psychotropic drugs/material, Liquor, *Bidi*, Cigarette, Pan Masala, tobacco products etc. The licensee shall ensure that his/her employees are courteous towards the customers. Any involvement on the part of the licensee or any of his employee, in any act of moral turpitude shall make the licensee liable for termination of the license.
- h) Neither the license nor any of the rights conferred there under shall be transferred or assigned to any other person, nor shall the premises or any part thereof be sublet directly or indirectly.

The tenderer shall submit documentary proof of the application filed for getting FSSAI license from the competent authority to the Anna University Committee, within 15 days from the date of taking possession of the allotted premises, if they do not possess a FSSAI license already. The tenderer shall furnish certified/attested copy of the FSSAI license to the ANNA UNIVERSITY COMMITTEE within 60 days from the date of taking possession of the allotted premises. If the tenderer anticipates delay in submission of FSSAI license, the tenderer shall inform in writing the reasons for non-submission of the certified/attested copy of the said certificate at least 10 days before expiry of the stipulated period of 60 days to the ANNA UNIVERSITY COMMITTEE. The Anna University Committee, if satisfied that the delay is due to valid reasons then it can further extend the stipulated period. If the tenderer fails to submit the FSSAI license within 60 days or in the extended period then his license is liable for termination along with forfeiture of security deposit. Termination on these grounds cannot be challenged and the Anna University Committee is at liberty to invite a fresh tender thereafter.

- i) The Licensee shall not employ any child labour(s) and shall not contravene any rules contained in the LABOUR EMPLOYMENT ACT, 1970 and other labour laws. The contract will be terminated with immediate effect if these laws are violated.
- j) The shop shall maintain a register with name, age and address of all their employees and submit the same to the Anna University Committee in a prescribed format after award of contract/license. The shop must report any changes in their list of employees to the Anna University Committee immediately following changes.
- k) The licensee shall not construct or make any structural/electrical alterations or install additional fittings inside the premises of the work place without prior approval from the Anna University.
- l) The tenderer shall promptly inform the competent authority if anyone from outside or inside the campus uses compulsion or coercion against them or in any way obstructs the functioning of the facility.
- m) The licensee shall carry out periodic cleaning of fixtures (including lights, fans, etc.). The maintenance of the tools and equipment provided by ANNA UNIVERSITY Chennai-25 shall be taken care of by the tenderer and returned in the same condition as received.
- n) The licensee shall be solely responsible for implementation of laws relating to labour, shops & establishment, minimum wages, ESI, EPF & Workmen Compensation Act etc.

The licensee shall be responsible for the payment of wages and allowances to his/her staff as per Minimum Wages Act in force and also wherever applicable shall pay all the statutory dues to persons employed by him/her.

The licensee shall be responsible to pay all the dues to the employee including the statutory dues payable under various labour laws. In the event of violation of any contractual or statutory obligations in respect of the personnel/labour, the licensee shall be responsible and liable for the same. In the event of any claim, action or suit is imposed against Anna University, the licensee shall be required to reimburse to the Anna University any payment made under such orders or judgments of any competent authority which it may be liable to pay as a Principal Employers and when such liability is determined.

Neither any employee of the licensee nor the licensee will claim any right of employment with Anna University. Further the licensee and his employees will not take out or participate in any type of procession/demonstration/Gherao of buildings/properties or officers / officials of the Anna University, in any manner whatsoever. In the event of such an incident happening, the University will be at liberty to initiate criminal and civil proceedings against such offender and also claim damages from the said offender. The tenderer shall also be debarred from any future tenders floated by the Anna University.

- o) The licensee would be required to make necessary fire safety arrangements in the shop and also install appropriate number of fire extinguishers in consultation with the Estate Office.

- p) Anna University will not be a party nor will help the Licensee in the event of a Government Agency or its official visiting their premises for inspection in connection with the discharge of his duties. Any dispute arising out of the same shall be the responsibility of the Licensee and the Government Agency.
- q) In the event of death of licensee, the license shall come to an end. However, the licensor may permit Legal Heir of the licensee to run the business on the same Terms & Conditions for the remaining period of license on execution of fresh deed of license by such Legal Heir.
- r) In case of breach of any of the terms and conditions of this license, the competent authority may revoke the license and forfeit the security deposit/EMD and the licensee shall thereupon forfeit all the rights thereunder, and shall remain liable for any sum then due, from him and also for any damage or loss which may be caused to the licensor by reason of such default or for making any alternative arrangement for running the said premises.
- s) The fine imposed for any breach/violation must be deposited within the stipulated period. If the tenderer fails to deposit the penalty or any other amount due, AU Committee can cancel the allotted premises and forfeit the security deposit and any other deposits lying with the Anna University and further the AU Committee shall be at liberty to re-allot the premises inviting fresh tender.
- t) The licensee shall permit access to AU Committee and any official authorized by Anna University Committee at all times for the purpose of inspecting the premises and the business being carried out.

22 Cleanliness and Sanitation:

The licensee shall fulfill the following responsibilities regarding cleanliness and sanitation:

- a) Hygiene and sanitation standards should strictly comply with FSSAI regulations and/or prevalent norms. Compliance to the hygiene standards will be checked periodically. Non-compliance to hygiene standards will be sufficient reason to terminate the contract.
- b) Keeping the premises and surroundings neat, clean and hygienic.
- c) Periodic fumigation as per laid down norms.

23 Business timings: The business hours for providing services shall be from 07.00 A.M. to 08.00 P.M, subject to revision by the competent authority, in this case the decision of Anna University Committee shall be binding.

24 Arbitration: Anna University Committee shall constitute a Dispute Redressal Committee (DRC) to resolve all the disputes. The DRC shall have to give decision on the claims of the tenderer or Anna University Committee within 60 days of receipt of reference. If no decision is given by DRC within this period then the claimant shall be at liberty to seek appointment of Arbitrator. In case, either the AU Committee or the tenderer is not satisfied with the decision of DRC, each can seek appointment of arbitrator. The tenderer shall be only entitled to invoke the arbitration clause after invoking the remedy available under the DRC. All unresolved disputes shall be

referred to Anna University Committee, who shall be the sole arbitrator and who may appoint his assignee to be the sole arbitrator between the parties. The place of arbitration between parties shall be at Chennai and applicable law shall be Arbitration and Reconciliation Act, 1996 or any amendment to the said law thereafter. The cost of arbitration shall be borne equally by both the parties.

25 Monitoring of Performance:

The licensee's performance will be monitored on a regular basis through the AU Committee. Meetings of the AU Committee, scheduled every month, should be attended by the Licensee and the Authorised Representative of the ANNA UNIVERSITY Chennai-25 facility, and not by any others. All recommendations made by the AU Committee shall be notified to the tenderer who must strictly comply with the same.

- 26 Near Relative:** The bidder should give a certificate that none of his/her near relative is working in ANNA UNIVERSITY Chennai-25. In case of proprietorship firm certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in the case of a limited company by all the directors of the company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred from further participation in any tender of ANNA UNIVERSITY Chennai-25. The format of the certificate is given as **Form D**.

The near relatives for this purpose are defined as:

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s), & son's wife (daughter in law), daughter(s) & daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law).

27 Gate Passes:

The shop shall arrange to obtain security passes from the Estate Office of ANNA UNIVERSITY Chennai-25 for all their employees and issue the same to them. No employee must stay in the premises of ANNA UNIVERSITY Chennai-25 after working hours. The shop must obtain the necessary written permission from the competent authority to enable overnight stay of their employees in the campus at times of exigencies. The facility cannot also be used for the accommodation of staff when they are not on duty.

28 Waste disposal:

Waste disposal is the responsibility of the licensee. All biodegradable and Non-biodegradable waste has to be segregated at source (by not mixing with biodegradable wastes) and handed over to Solid waste Management contractor appointed by University. No waste should be thrown out of the windows of the shop and in the surrounding premises nor should be fed to the animals. Non-compliance of waste disposal will invite penalty. Garbage and waste disposal should be strictly done as per the University norms. Fumigation for pest/rodent control should be done regularly every six months and whenever pest/rodents are sighted repeatedly.

29 Evaluation and Instructions:

The shop and their staff shall comply with all instructions and directions of the AU Committee functionaries given from time to time. In the event of any emergency, the staff of the tenderer shall comply with instructions given by the AU Committee (the format for the shop evaluation and the instruction sheet are given in **Form K**), without waiting for confirmation by the Licensee and if found violating the instructions, the shop will be penalized severely.

30 Indemnity Clause: The tenderer shall fully indemnify and hold harmless the other party, its affiliates and its respective officers, representatives, employees, students and other stakeholders from and against any claims, demands (including reasonable attorney's fees), legal proceedings, administrative inquiries, investigations and proceedings, damages, losses, settlements, fines, penalties, costs and expenses asserted against any of them as a result of any one or more than one of the following:

- a. Any breach of any provision of this agreement by or attributable to the indemnifying party; or
- b. Any breach of any law required to be complied with by indemnifying party; or
- c. Any claim against non-indemnifying party or its officers, representatives, employees, students and other stakeholders arising out of act or omission attributable to the indemnifying part.

The tenderer shall fully indemnify and keep indemnified ANNA UNIVERSITY Chennai-25 against any action, claim or proceeding relating to theft or willful/unforeseen damage of goods or equipments related to, by the users and other residents of the campus. ANNA UNIVERSITY Chennai-25 or its employees shall not be liable for claims or damages of any kind for injury to or death of any person, or damage or loss of property arising out of such injury, attributed directly or indirectly to the operations or performance of the tenderer.

31 Vacation of premises after expiry/ revocation of license:

- a) In case, the contract is terminated/license is revoked or it comes to an end by efflux of time, the contractor shall handover vacant possession of the licensed premises immediately. Failure to handover the vacant possession of the premises as aforesaid, would render the tenderer to pay a penalty as mentioned hereunder;

Up to 1 st week	Upto 2 nd week	Up to 3 rd week	Upto 4 th week	Beyond 4 th week
2000/-	4000/-	8000/-	12000/-	Rs. 2000/- per day

- b) After expiry of the license, the licensee cannot operate the shop, in any condition. In case Licensee fails to deposit the penal license fee as above, the licensor will be liberty to effect the same out of the security deposit/EMD/ License fee deposited in advance.

- c) ANNA UNIVERSITY Chennai-25 shall further be within its absolute rights to enter the premises and assume absolute possession of the premises licensed under this contract from the tenderer and same shall not be subject to challenge. All the goods belonging to the tenderer in such circumstances shall be deemed forfeited there from and may be sold or put to auction at the discretion of the Anna University. The University may, if it so desires, proceed against the tenderer in terms of provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 since the entire premises is governed by the provisions of the said Act in case of non-handing over its possession to the department as aforesaid.
 - d) All fixtures, furniture, etc., which are properties of ANNA UNIVERSITY Chennai-25 should be handed over to the University in good and tenable condition. The cost of repair charges incurred following mishandling and/or willful damage (except normal wear and tear) will be deducted from the security deposit.
 - e) The licensee shall deliver the vacant and peaceful possession of the premises in its original condition to the Estate Officer of the University after the expiry or revocation of the license.
 - f) AU Committee shall be at liberty to get back possession of the allotted premises by taking the assistance of Security/ University Administration/ Public Administration.
- 32 **Plastics:** Use and throwaway plastics such as plastic sheets used for food wrapping, spreading on dining table etc., plastic plates, plastic coated tea cups and plastic tumbler, water pouches and packets, plastic straw, plastic carry bag and plastic flags irrespective of thickness **are banned inside the ANNA UNIVERSITY Chennai-25 campus.**

Carry bags made from compostable plastics bearing a label “compostable” and conforming to the Indian Standard: IS or ISO 17088:2008 titled as Specifications for “Compostable Plastics” only can be used.

Use of Paper bags/plates/cups etc., is encouraged. Cloth bags may be made available for users at nominal charges.

33 **Suggestions/Complaint provision:**

A “Suggestions/complaint provision” must be displayed as per the guidelines of AU Committee, visible to all the customers, so that the customers may record comments about any item. A copy of the suggestion/complaint should be given to the customer after obtaining signature from the shop in-charge. The AU Committee shall have the right to check the arrangement at any time.

34 **Safety Standards:**

Safety standards should be maintained. Fire extinguishers, sand buckets, should be installed in accessible places and should be in working condition. List of emergency numbers should be displayed in a prominent place. First aid kit should be available to meet any emergencies.

35 Conduct of licensee/tenderer and his employees:

- a) Licensee or his employees shall not indulge in any kind of misbehavior with students, faculties and staff and other inmates of the campus. Further, shall not indulge in quarrels, fights and use any kind of lethal weapons or any objects to inflict injuries, inside the campus.
- b) Licensee or his employees shall not involve in unauthorized removal or theft of things/items from inside the ANNA UNIVERSITY Chennai-25 Campus.
- c) Licensee or his employees shall not remain in the ANNA UNIVERSITY Chennai-25 Campus beyond working hours without prior intimation to the AU Committee.
- d) Harming flora and fauna in the campus or feeding animals inside the campus is prohibited and any violation on this count shall entail termination of the contract.

36 Force Majeure:

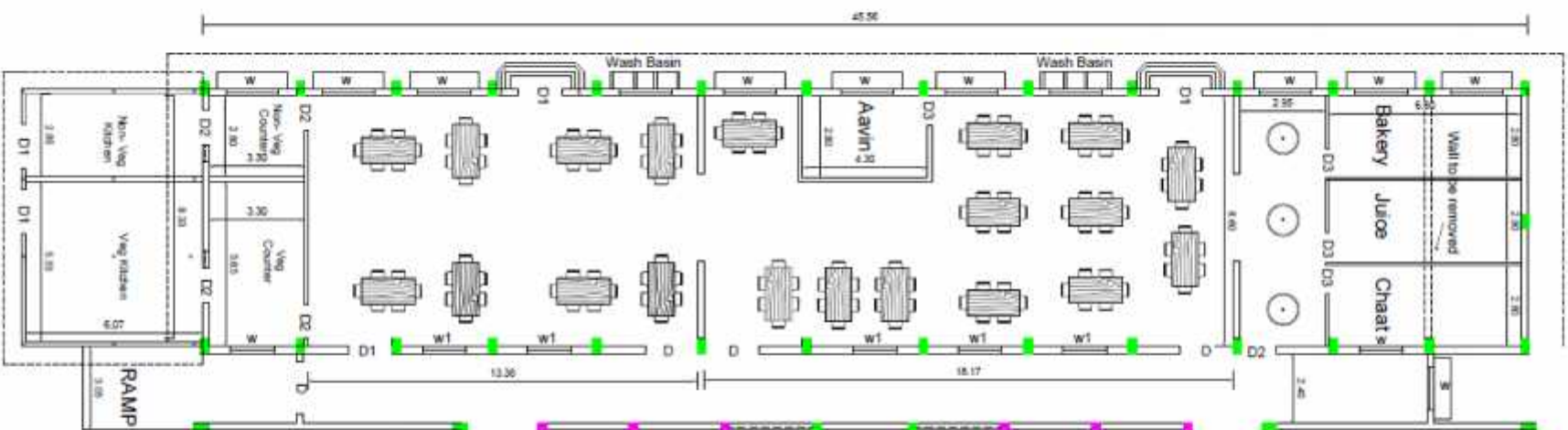
If at any time, during the continuance of the agreement/contract, the performance in whole or in part, by the Individual/firm, of any obligation specified in the agreement/contract, is prevented, restricted, delayed or interfered, by reason of war or hostility, act of the public enemy, civil commotion, sabotage, act of State or direction from statutory authority, explosion, epidemic, quarantine restriction, fire, floods, natural calamities or any act of GOD, (hereinafter referred to as event), the firm may be excused from performance of its obligation provided that notice of happenings of any such event is given by the firm to the department within **seven calendar days** from the date of occurrence thereof. Provided further that the obligations under the Agreement shall be resumed by the firm, as soon as practicable, after such event comes to an end or ceases to exist. The decision of department as to whether the obligations may be so resumed (and the time frame within which the obligations may be resumed) or not, shall be final and conclusive.

37 Termination of Contract:

- A. Either party may terminate the contract by giving 30 days' notice to the other party without assigning any reasons, whatsoever.
- B. The licensor/department shall be at liberty to terminate the license of the allotted premises and also forfeit security/caution deposit for any breach of the Terms and Conditions of the Tender Document/Agreement besides also on the following grounds:-
 - a) Sale or storage of banned drugs/alcoholic material/items, narcotics and psychotropic substances within the ANNA UNIVERSITY Chennai-25 Campus.
 - b) Sale of substandard goods/overcharging of price more than MRP or rates approved by the AU Committee.
 - c) Indulgence in any illegal activity/occupation/illegal groupism or gathering/allowing anti-social elements to use the allotted premises for any other purpose, other than the purpose for which premises have been allotted.
 - d) To indulge in *Gherao*/blocking of any ANNA UNIVERSITYM building/properties or officer/official and demonstration or taking out procession within the Anna University premises.

- C. The contract can be terminated in the case of any violations/breaches mentioned elsewhere in the Tender document also.
- 38 As per the licensee should have option for Point of Sale (PoS)/ Swipe Machine and other apps necessary for digital payment.
- 39 The individuals who are participating in the tender process cannot sign documents of other participating tenderers as a witness.
- 40 The Registrar, Anna University may modify or relax any of the terms and conditions.

Sign & Seal of the Firm



- DOORS AND WINDOWS**
- D - 1.80 M X 2.10 M
 - D1 - 1.50 M X 2.10 M
 - D2 - 1.20 M X 2.10 M
 - D3 - 0.90 M X 2.10 M
 - W - 1.80 M X 1.65 M
 - W1 - 1.50 M X 1.35 M

Canteen Dining, Service counters & Stall area in
Centre For Excellence Building

COVER LETTER
(On the letterhead of Firm)

To
The Registrar
Anna University
Chennai-25

Subject: **Establishment, Operation, Maintenance and Comprehensive Management of Veg. Restaurant / Non- Veg. Restaurant / Chaat Shop / Aavin Parlour / Bakery / Fresh Fruit Juice Shop in the Ground floor of Northern wing of Centre for Excellence Building in CEG Campus, Anna University, Chennai-25**

Dear Sir / Madam,

With reference to your RFP document dated, I/we, having examined the RFP and understood its contents, hereby submit our proposal

1. The pre-qualification, technical and financial proposals.
2. All information provided in the proposal and in the Appendices / Annexures is true and correct and all documents accompanying such proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the firm for the aforesaid Project.
4. I/ We shall make available to the Registrar, Anna University, Chennai-600 025 any additional information it may find necessary or required to supplement or authenticate the proposal.
5. I/ We acknowledge the right of Registrar, Anna University, Chennai-600 025 to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I / We certify that in the last 3 (three) years, we or any of our Associates or Consortium Member have neither failed to perform on any contract, as evidenced by the imposition of a penalty or a judicial pronouncement or arbitration award against the Firm, nor been expelled from any project or contract by any public Independent nor have had any contract terminated for breach on our part.

Sign & Seal of the Firm

7. I / We declare that:
- a. I / We have examined and have no reservations to the RFP Document, including any Addendum issued by Registrar, Anna University, Chennai-600 025.
 - b. I / We do not have any conflict of interest in accordance with Clauses as per the RFP document;
 - c. I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender issued by or any agreement entered into with Registrar, Anna University, Chennai-600 025 or any other public-sector enterprise or any government, Central or State;
 - d. I / We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I / We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Firm, without incurring any liability to the Firms in accordance with the RFP document.
9. I / We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the RFP document and are qualified to submit a proposal in accordance with the provisions of the RFP document.
10. I / We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Independent which could cast a doubt on our ability to undertake the Firm for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I / We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I / We further certify that no investigation by a regulatory Independent is pending either against us or against our Associates or against our MD / CEO or any of our Directors/ Managers/employees.

Sign & Seal of the Firm

13. I / We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate Registrar, Anna University, Chennai-600 025 of the same immediately.
14. I / We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Registrar, Anna University, Chennai-600 025 in connection with the selection of Firm or in connection with the Selection Process itself, in respect of the above mentioned Project.
15. The EMD (Bid Security) of Rs...../- (Rupeesonly) in the form of demand draft, in accordance with the RFP document.
16. I / We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Firm for the Project is not awarded to me/us or our proposal is not opened or rejected.
17. I / We agree to keep this offer valid for 90 days from the proposal Due Date specified in the RFP.
18. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.
19. I / We certify that we shall have no claim, right or title arising out of any documents or information provided to us by Registrar, Anna University, Chennai-600 025 or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Firm.
20. I / We, _____ (Firm's name/Lead Member of Consortium Name) herewith enclose the Financial Proposal as per Annexure for selection of my/our firm as Consultant.
21. I / We agree and undertake to abide by all the terms and conditions of the RFP document.
22. In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the of the Authorised signatory)

(Name and stamp of Firm)

(FORM B)

PROFORMA FOR DEPOSIT OF EMD AND DOCUMENT FEE

I/We accept all the terms and conditions mentioned in the tender document and hereby tender Earnest Money Deposit and document fee as per the following details:

Affix attested
latest Passport
size
Photograph
with date.

EMD details:

Demand Draft No.Date.....
For Rs.....
At scheduled Bank.....
Branch.....

Document Fee details (If downloaded from Website):

Demand Draft No.Date.....
For Rs.....
At scheduled Bank.....
Branch.....

Veg. Restaurant / Non- Veg. Restaurant / Chaat Shop / Aavin Parlour / Bakery /
Fresh Fruit Juice Shop in the Ground floor of Northern wing of Centre for Excellence
Building in CEG Campus, Anna University, Chennai-25.

Date: _____

Name in full (of tenderer) :
Date of Birth :
PAN Number :
Father/Husband's Name :

Address for correspondence :
Permanent Address :
Phone/Mobile No :
E-mail :

Signature of tenderer

(and seal if applicable)

(FORM C)

PROFORMA FOR AFFIDAVIT
ON NON – JUDICIAL STAMP PAPER OF RS. 100/-
(TO BE ATTESTED BY A MAGISTRATE IST CLASS/OATH
COMMISSIONER/ NOTARY PUBLIC)

IS/o.....
..... R/o police station District
..... Director / partner/ sole
proprietor (Strike out whichever is not applicable) of
(Firm or Company) do hereby declare and solemnly affirm: I. That deponent / Firm

.....
has not been blacklisted or declared insolvent by any of the Union or State
Government / Organization.

- II. That none of the individual / firm / Company blacklisted or any partners or
shareholder thereof has any connection directly or indirectly with or has any
subsistence interest in the deponent business / firm company.
- III. That neither deponent nor any of his /her partner has been involved / convicted
in any criminal case / economic offence nor any criminal case / economic
offence is pending against deponent or any deponent partner before any court
of law / Police.

Dated:.....

Deponent

.....

VERIFICATION

I do hereby solemnly declare and affirm that the above declaration is true and correct
to the best of my knowledge and belief and nothing has been concealed.

Deponent

.....

(FORM D)

CERTIFICATE FOR NON PARTICIPATION OF NEAR RELATIVE

I _____ Son of / W/o _____

R/o _____ hereby certify that none of my relative(s) as defined in tender condition 22 of tender document is/are employed in the four campuses (CEG, AC Tech., SAP & MIT) of ANNA UNIVERSITY or its ancillaries as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, the department shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

Signed _____

For and on behalf of the Bidder

Name (in Capital letters) _____

Position _____

Date _____

(FORM E)

STATEMENT OF LEGAL CAPACITY
(on the letter head of the Firm)

Ref.

Date:

To

The Registrar
Anna University
Chennai-25.

Dear Sir,

Sub: Establishment, Operation, Maintenance and Comprehensive Management of
Veg. Restaurant / Non- Veg. Restaurant / Chaat Shop / Aavin Parlour / Bakery /
Fresh Fruit Juice Shop in the Ground floor of Northern wing of Centre for Excellence
Building in CEG Campus, Anna University, Chennai-25.

We hereby confirm that we, the Firm, satisfy the terms and conditions laid down in the RFP document.

We have agreed that (insert individual's name) will act as our Authorised Representative and has been duly authorised to submit our Proposal. Further, the Authorised signatory is vested with the requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the Authorised signatory)

For and on behalf of.....

DETAILS OF THE FIRM
(To be submitted on Letterhead of the Firm)

1. (a) Name:
(b) Date of Incorporation / Commencement:
2. Brief Description of Company including details of its main line of Business
3. Shareholding of the Firm
4. List of Directors:
5. Details of Individual who will serve as the point of contact / communication to the Registrar, Anna University, Chennai-25:
 - a. Name:
 - b. Designation:
 - c. Company:
 - d. Address:
 - e. Telephone No:
 - f. Email Address:
 - g. Fax Number:
 - h. Mob No:
 - i. PAN No:(Attach Proof)
 - j. GST No:(Attach Proof)
6. Particular of Authorized Signatory of Firm:
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Telephone No.:
 - e) Mob. No :
 - f) Email Address:-
 - g) Fax No:

(Firm should submit Current Annual Report & attested copy of Certificate of Incorporation by Authorised Signatory)

Sign & Seal of the Firm

Financial Qualification of firm

Sl. No.	Financial Year	Total Annual Turnover (Rs. In lakh)	List of business contributing for the total Annual turnover	Annual Turnover of business at each location
1	2017-2018 [#]		1. 2. 3.	1. 2. 3.
2	2018-2019 [#]		1. 2. 3.	1. 2. 3.
3	2019-2020 [#]		1. 2. 3.	1. 2. 3.

[#]It can be for the last three years or for any three three years in his/ her/ their total career

Statutory Auditor (Seal & Signature)

Name of Audit Firm:

Name of Partner/ Owner:

Membership No:

Firm Registration No:

Contact No:

Address:

Note:

The firm shall attach copies of the Balance Sheets, financial statements certified chartered Accountant in practice with his registration no for each financial year. The Firm will submit Statutory Audit Report for each year reflecting annual turnover of Business for each year.

Sign & Seal of the Firm

Details of Current operations*(Use separate sheet for operation at each location/ Institution)*

Name of the Institution that awarded contract :

Period of operation : _____ to _____

No. of labours engaged : _____

Category of person employed	Male	Female
Cook		
Service		
Sales		

No. of customers visiting per day : _____

Average turnover per day : Rs. _____

List of items sold, quality and sale price including GST

SI NO:	Name of the item	Sale Price including GST	SI NO:	Name of the item	Sale Price including GST
1			11		
2			12		
3			13		
4			14		
5			15		
6			16		
7			17		
8			18		
9			19		
10			20		

Use additional sheets if necessary

Time of operation of the Veg Restaurant/_____ : _____ Am to _____ Pm

Seal / Name & Signature of Authorised Signatory

Sign & Seal of the Firm

SIMILAR OPERATIONAL EXPERIENCE OF THE FIRM**(FORM I)**

Similar Operational Experience in the last five years
(Following Tables shall be filled in by the Firm)

S N o	Name of the Institution / Location where operated	Period of Operat ion	Name of Contact person , Address & Contact No	Monthly Rent or license fee paid Amount in INR.	Average daily turnover including taxes/ GST Amount in INR.	Number of visitors per day	Number of employees engaged for the operation	Award Letter /Agreement for ongoing operation & Experience certificate or related document for previous operation
Operation in 2015-16								
1								
2								
3								
Operation in 2016-17								
1								
2								
3								
Operation in 2017-18								
1								
2								
3								

Operation in 2018-19								
1								
2								
3								
Operation in 2019-20								
1								
2								
3								

Seal / Name & Signature of Authorised Signatory

Sign & Seal of the Firm

Plan of operation of Veg. Restaurant, Non-Veg. Restaurant / shop at CEG Campus (If Allotted)*(If space is not sufficient – additional sheets may be used)*

Sl. No	Parameters		
01	No. of workers proposed to be hired by the bidder for running of shop		
02	Amount proposed to be invested	Rs..... Lakhs	
03	Facilities to be provided	Capacity	Numbers
	Refrigerator facilities Litres	
	Cooking like oven (LPG/ Electric/ Microwave)	
	Preparation facilities		
	Mixer Litres	
	Grinder Litres	
	Vessels		
	Dosa Plate' x	
	Steam Cooking		
	Water purifier Litres	
		
		
04	Brand of Raw materials for Cooking		
	Rice brand for idly (<i>Preferred IR 20 Shivaji or like</i>)		
	Rice brand for Meals (<i>Preferred Ponni Shivaji or like</i>)		
	Rice brand for Fried rice / Briyani (<i>Preferred Kichadi Samba or Basumati or like</i>)		
	Oil for frying – (<i>Preferred VVS Refined Groundnut Oil or like</i>)		
	Oil for cooking - (<i>Anandam Refined Gingeley Oil or like</i>)		
	Source of milk (<i>Preferred Aavin</i>)		
	Brand of Tea - (<i>Preferred Three Roses or like</i>)		
	Brand of Coffee – (<i>Preferred Filter Coffee Bru or like</i>)		
	Brand of Atta- (<i>Preferred Ashirwad Atta or like</i>)		
	Bread (<i>Preferred- Britannia/Modern/ Nilgiris or like</i>)		
	Cheese (<i>Amul/Britania/Milky mist or like</i>)		
	Water used for cooking (RO water)		
	Ice cream (<i>Amul/Kwality walls/Arun or like</i>)		
		
		
05	<i>Chicken (Suguna or approved) / Goat Mutton (approved) / Egg (SKM or approved)/ Fish (approved) – for Non Vegetarian Restaurants</i>		

Note: Applicants for Chaat Shop/ Aavin Parlour/ Bakery are requested to indicate details for SI No: 3 & 4 (the brand of raw materials that would be used / brand of products that would be sold). SI No : 5 applicable for Non veg restaurants/ Bakery

Shop Evaluation Form by inspection committee

Date :

Shop (Name & No.) :

Name of Evaluator :

Location:_____

Shop Evaluation Form**Evaluation scale 1 to 5 with 1 for worst and 5 for the best (weights in brackets)**

No.	Performance Parameter	Score				
	Net Score					
1.	Quality of service	1	2	3	4	5
2.	Availability of skilled workforce	1	2	3	4	5
3.	Availability of minimal required infrastructure	1	2	3	4	5
4	Courteousness/Hospitality of the staff	1	2	3	4	5
5.	Shop Cleanliness	1	2	3	4	5
6.	Availability of items/service	1	2	3	4	5

Comments/Observations

SIGNATURE OF EVALUATOR

Annexure – “II” FINANCIAL BID

TO BE SUBMITTED IN SEPARATE ENVELOPE

Veg Restaurant

S.No	Description of items	Rate in Figures and Words for the prescribed Quantity
1	Chappathi kuruma -2pcs	70gm
2	Chilligopi	/150grams
3	Chola pooari	100gm
4	Curd Cup	50ml
5	Curd vada / Sambar vada -2pcs	Each 60gm
6	Dhal fry	/150grams
7	Dhal vada-1pc	40gm
8	Ghee Roast	125gm
9	Gobi masala	/150grams
10	Gopi Manchurian (dry)	/150grams
11	Gopimanchurian gravy	/150grams
12	Idiyappam (3pcs) with kuruma	150 gms
13	Idly -2Pcs	Each 60gm
14	Kal dosa -2pc	150gm
15	Masal dosa	175gm
16	Masala Rava dosa	200gm
17	Medu vada -1Pc	50gm
18	Mini idly -7Pcs	150gm
19	Onion othappam	/175grams
20	Onion Rava dosa	130gm
21	Onion uthappam	110gm
22	Paneer butter masala	/150grams
23	Paneerparotta	/150grams (each)
24	Parota (2Nos) + Kuruma	90gm
25	Plain dosa	70gm
26	Plain naan	/150grams (each)
27	Plain roti	/150grams (each)
28	Pongal	175gm

29	Poori potato-2pc	120gm
30	Rava dosa	110gm
31	Rava kitchadi	175gm
32	Rava masala dosai	/175grams
33	Sambar idly	/175grams
34	Sambar vada -2pc	Each 60gm
35	Jeera rice	/250grams
36	Limited Meals-(White rice, Sambar, Rasam, Butter milk, Porial, Kootu, Appalam, Pickle)	Rice 300gm
37	Variety Rice –Sambar/Tomato/Lemon/Tamarind/ Malli/Pothina/Curd rice with side dish	200gm
38	Veg Biryani- Raitha	200gm
39	Veg Fried Rice	250gm
40	Black Tea	120ml
41	Boost	/120ml
42	Filter coffee	120ml
43	Ginger tea	/120ml
44	Green Tea	120ml
45	Herbal Tea	120ml
46	Horlicks/Boost/Bornvita	120ml
47	Lemon Tea	120ml
48	Milk	120ml
49	Special coffee	120ml
50	Special Tea	120ml
51	Sukku coffee	120ml
52	Tea	120ml
53	Bajji – Plantain/onion/potato/chilli	70gm
54	Bonda-Ulundu / Aloo-2pc	70gm
55	Coconut bholi	/per piece
56	Samosa	/per piece
57	Savories-Mixture,Karasav,Ribbon pakoda, Onion pakoda etc.,	40gm
58	Sundal	60gm
59	Sweet-laddu/gulapjamon/jangari/ badhusa/mysorepa	40gm(ex) 50gm
60	Drinking water (preferred Bisleri/Tata/Aquafina/Kinley)	/500ml

NOTE:

- The rates of items shall be submitted in the above format.
- The prices/rates quoted shall be indicated in words as well as figures.
- Prices/rates against all items should be quoted excluding taxes. **Taxes, if any, shall be indicated separately.**
- Tenderers should furnish samples of the items along with rates, if asked for. Samples submitted after tender opening shall not be accepted.
- Anna University Committee shall not be bound to accept the lowest quotation and tender could be awarded to any other firm or agency whose samples/items are found superior or are as per requirements. The decision of AU Committee shall be final in this regard.
- The tenderer should submit an analysis of rates if called upon to do so by the department.
- The rate quoted by the tenderer shall be applicable irrespective of the volume of sales.
- All Columns/Rows should be properly filled in case of any omission the bid is liable to be rejected.
- **Wherever applicable and if found necessary, the tenderer agrees to provide quantity against the item as approved by Anna University Committee.**
- Artificial colors/flavors cannot be used.
- The rates shall be approved by Anna University Committee. The tenderer agrees to provide service on approved rates.
- The rates stipulated during the award of the contract may be changed according to the mutual agreement after negotiations. The rates referenced to MRP shall change according to market variations.
- Any other items/facilities may be mentioned separately but the same will not be considered for financial evaluation.

TO BE SUBMITTED IN SEPARATE ENVELOPE**Non-Veg Restaurant**

SL.NO	Description of Items	Price (in Rs)
	Soup	
1	Chicken Soup	/200ml
2	Mutton Soup	/200ml
	Egg	
3	Omelette 2 eggs	/piece
4	Egg podimas 2 eggs	/cup
	All Time	
5	Bread omelette (2 bread + one egg)	/piece
6	Egg Dosa	/200 gms
	Rice	
7	Chicken fried rice	/200 gms
8	Egg fried rice	/200 gms
	Noodles	
9	Egg noodles	/200 gms
10	Chicken noodles	/200 gms
	Briyani	
11	Chicken Briyani	/250 gms
12	Mutton Briyani	/250 gms
13	Prawn Briyani	/250 gms
	Tiffen items	
13	Chappatti – 2 pieces (with Chicken/Mutton/ Egg Kurma)	/ 100 gms each
14	Idli - 2 pieces (with Chicken/ Mutton/ Egg Kurma)	/70 gms
15	Plain Dosa – 1 piece (with Chicken/ Mutton/Egg Kurma)	/175 gms
16	Parotta – 2 pieces (with Chicken/ Mutton/Egg Kurma)	/90 gms each
	Gravy items	
16	Chicken Gravy (Butter/ Chettinadu)	/ 200 gms
17	Mutton Gravy (Butter/ Chettinadu)	/ 200 gms
18	Fish Gravy	/ 200 gms
	Dry Items	
19	Chicken 65 boneless	/ 200 gms
20	Peper Chicken dry	/ 200 gms
21	Fish Fry	/ 100 gms
	Meals	
22	Non Veg meals – Rice(300grams), Non Veg Kulambu (chicken/ Mutton/ Fish), rasam, poriyal, buttermilk	
23	(curd extra)	/ 50 ml

NOTE:

- The rates of items shall be submitted in the above format.
- The prices/rates quoted shall be indicated in words as well as figures.
- Prices/rates against all items should be quoted excluding taxes. **Taxes, if any, shall be indicated separately.**
- Tenderers should furnish samples of the items along with rates, if asked for. Samples submitted after tender opening shall not be accepted.
- Registrar shall not be bound to accept the lowest quotation and tender could be awarded to any other firm or agency whose samples/items are found superior or are as per requirements. The decision of Anna University Committee shall be final in this regard.
- The tenderer should submit an analysis of rates if called upon to do so by the department.
- The rate quoted by the tenderer shall be applicable irrespective of the volume of sales.
- All Columns/Rows should be properly filled in case of any omission the bid is liable to be rejected.
- **Wherever applicable and if found necessary, the tenderer agrees to provide quantity against the item as approved by Anna University Committee.**
- The rates shall be approved by Anna University Committee. The tenderer agrees to provide service on approved rates.
- The rates stipulated during the award of the contract may be changed according to the mutual agreement after negotiations. The rates referenced to MRP shall change according to market variations.
- Sugar solution/syrup shall not be added to the beverages served.
- Artificial colors/flavors cannot be used.
- Any other items/facilities may be mentioned separately but the same will not be considered for financial evaluation.

Annexure – “IV” FINANCIAL BID

TO BE SUBMITTED IN SEPARATE ENVELOPE

Chaat Shop

Sl. No.	Description of items	Rate in Figures and Words for the prescribed Quantity
SNACKS		
01	Samosa	/per piece
02	Kachori	/per piece
03	Vadapav	/per piece
04	Cheese vadapav	/per piece
05	Panipoori (6)	/per plate
06	Sevpoori	/per plate
07	Bombay bhel	/per plate
08	Cheese bhel	/per plate
09	Corn bhel	/per plate
10	Masala poori	/per plate
11	Pavbhaji	/per plate
12	Cheese pavbhaji	/per plate
DAHI ITEMS		
13	Dahisevpoori	/per plate
14	Dahipapadichaot	/per plate
15	Dahialoochaot	/per plate
16	Dahi samosa chaot	/per plate
17	Dahikachorichaot	/per plate
18	Dahi bread chaot	/per plate
19	Mixed chaot	/per plate
CHANNA CHAAT		
20	Channa masala	/per plate
21	Channa samosa	/per plate
22	Channakachori	/per plate
23	Channa masala poori	/per plate
24	Masala cheese pori	/per plate
25	Bread channachaot	/per plate
MAGGI		
26	Maggi masala	/per plate
27	Maggi cheese veg	/per plate
28	Bread sandwich	/per plate

NOTE:

- The rates of items shall be submitted in the above format.
- The prices/rates quoted shall be indicated in words as well as figures.
- Prices/rates against all items should be quoted excluding taxes. **Taxes, if any, shall be indicated separately.**
- Tenderers should furnish samples of the items along with rates, if asked for. Samples submitted after tender opening shall not be accepted.
- AU Committee shall not be bound to accept the lowest quotation and tender could be awarded to any other firm or agency whose samples/items are found superior or are as per requirements. The decision of AU Committee shall be final in this regard.
- The tenderer should submit an analysis of rates if called upon to do so by the department.
- The rate quoted by the tenderer shall be applicable irrespective of the volume of sales.
- All Columns/Rows should be properly filled in case of any omission the bid is liable to be rejected.
- **Wherever applicable and if found necessary, the tenderer agrees to provide quantity against the item as approved by Anna University Committee.**
- The rates shall be approved by Anna University Committee. The tenderer agrees to provide service on approved rates.
- The rates stipulated during the award of the contract may be changed according to the mutual agreement after negotiations. The rates referenced to MRP shall change according to market variations.
- Any other items/facilities may be mentioned separately but the same will not be considered for financial evaluation.

TO BE SUBMITTED IN SEPARATE ENVELOPE
AAVIN PARLOUR ITEMS

SI No	Name of the item	Sale Price
1	Aavin long kulfi	/60 ML.
2	Badam (bowl/brick)	/500 ml
3	Badam (cup)	/100 ml
4	Ball ice cream	/125 ml
5	Ball-vannila	/125 ml
6	Black current blast	/125 ml
7	Black current blast	/250 ml
8	Butter scotch cup	/100 ml
9	Butter milk (tetra) .	/200 ml
10	Butter milk	/200 ml
11	Butter scotch (cup)	/100 ml
12	Cassata	/1000 ml
13	Cassata	/125 ml
14	Choco feast	/65 MI
15	Chocobar	/60 MI
16	Chocolate cup	/100 ml
17	Chocolate	/50 MI
18	Chocolate mania	/250 MI
19	Chocolate mania	/125 ml
20	Clascone - vanilla	/100 ml
21	Classic cone - chocolate	/100 ml
22	Classicone	/50 MI
23	Cola candy	/60 MI
24	cooking butter	/100 g
25	cooking butter	/200 g
26	cooking butter	/500 g
27	Creamy butter scotch	/125 ml
28	Creamy butter scotch	/250 ml

29	Curd (Ord) 200 ML.	/200 ml
30	Curd sachet 200 ML.	/200 ml
31	dates khoa	/100 g
32	dates khoa	/250 g
33	dates khoa	/500 g
34	Dry fruit delight	/50 ml
35	Dry fruit delight	/100 ml
36	Flavoured milk (tp)	/200 ml
37	FM pineapple (tp)	/200 ml
38	FM "N" rich (Bot)	/200 ml
39	Ghee (carton)	/500 ml
40	Ghee (jar)	/100 ml
41	Ghee (jar)	/200 ml
42	Ghee (jar)	/500 ml
43	Grape candy	/60 ml
44	Grape duet	/60 ml
45	Kulfibar	/70 ml
46	Lassi sachet	/200 ml
47	Long kulfi	/60 ml
48	Long Life GulabJamun	/125 g
49	Long Life GulabJamun	/250 g
50	lovely litchee	/125 ml
51	lovely litchee	/60 ml
52	Maavin (tp)	/200 ml
53	Mango (bowl/brick)	/500 ml
54	Mango	/50 ml
55	Mango candy	/60 ml
56	Mango core bar	/60 ml
57	Mango cup	/100 ml
58	Mango duet	/60 ml
59	Mango duet	/75 ml
60	Milk chocolate	/45 g
61	milk peda	/100 g

62	milk peda	/250 g
63	Milk shake (TP)	/100 ml
64	Mysorpa	/250 g
65	Mysorpa	/500 g
66	Nutties chocolate	/45 g
67	Ooty tea	/100 g
68	Orange candy	/60 ml
69	Paneer	/200 g
70	Pineapple cup	/100 ml
71	Pineapple duet	/75 ml
72	Pineapple duet	/60 ml
73	Pineapple	/50 ml
74	Pineapple candy	/60 ml
75	Pista	/500 ml
76	Pista	/50 ml
77	Pista cup	/100 ml
78	Pista passion	/125 ml
79	Pista passion	/250 ml
80	Pista (bowl/brick)	/500 ml
81	Probiotic Curd	/200 ml
82	Probiotic Lassi cup	/200 ml
83	Rasagulla	/100 g
84	Rasagulla	/200 g
85	Skim milk powder	/500 g
86	Softy cone	/50 ml
87	Special curd cup	/200 g
88	Strawberry (bowl/brick)	/500 ml
89	Strawberry	/50 ml
90	Strawberry candy	/60 ml
91	Strawberry cup	/100 ml

92	Strawberry melt	/250 ml
93	Strawberry melt	/125 ml
94	sugared khoa	/500 g
95	sugared khoa	/250 g
96	sugared khoa	/100 g
97	sugared khoa	/50 g
98	sugared khoa	/25 g
99	Table butter	/500 g
100	Table butter	/100 g
101	Tutifruity	/500 ml
102	Tutifruity	/50 ml
103	Tutifruity cup	/100 ml
104	Two in one bar	/60 ml
105	unsugared khoa	/500 g
106	Vannila (bowl/brick)	/500 ml
107	Vannila	/50 ml
108	Vannila cup	/100 ml
109	Vannila/pine apple	/500 ml
110	Yoghurt	/100 ml

NOTE:

- All products manufactured by M/s Aavin are only to be sold in the stall.
- The tentative list of the items to be sold with quantity are as above. The list and quantity may vary as supplied by M/s Aavin. The rates of items shall be submitted in the above format.
- The prices/rates quoted shall be indicated in words as well as figures.
- Prices/rates against all items should be quoted excluding taxes. **Taxes, if any, shall be indicated separately.**
- Tenderers should furnish samples of the items along with rates, if asked for. Samples submitted after tender opening shall not be accepted.

- AU Committee shall not be bound to accept the lowest quotation and tender could be awarded to any other firm or agency whose samples/items are found superior or are as per requirements. The decision of AU Committee shall be final in this regard.
- The tenderer should submit an analysis of rates if called upon to do so by the department.
- The rate quoted by the tenderer shall be applicable irrespective of the volume of sales.
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- The rates shall be approved by Anna University Committee. The tenderer agrees to provide service on approved rates.
- The rates stipulated during the award of the contract may be changed according to the mutual agreement after negotiations. The rates referenced to MRP shall change according to market variations.
- Any other items/facilities may be mentioned separately but the same will not be considered for financial evaluation.

TO BE SUBMITTED IN SEPARATE ENVELOPE**BAKERY ITEMS**

Sl. No.	Description of items	Price (In Rs.)
1.	Veg surprise	
2.	Paneer Delight	
3.	Corn Special	
4.	Chilli Cheese	
5.	Egg Blast	
6.	Chicken Tikka	
7.	BBQ Chicken	
8.	Chicken Pepperoni	
9.	Chicken Sausage	
FINGER FOODS		
10.	French Fries	
11.	Masala French Fries	
12.	Fries with Different Sauces	
13.	Chicken Nuggets	
14.	Chicken Strips	
15.	Fried Chicken	
PATTIES & ROLLS		
16.	Veg Puff	
17.	Egg Puff	
18.	Chicken Puff	
19.	Samosa	
20.	Paneer Puff	
21.	Egg Roll	
22.	Veg Pan Roll	
23.	Chicken Pan Roll	
BREADS		
24.	White Bread	
25.	Chilli Bread	
26.	Milk Bread	
27.	Wheat Bread	
BUNS		
28.	Bun	
29.	Cream Bun	
30.	Jam Bun	
31.	Baby Bun (6 nos)	
CAKE FINGERS		
32.	Vanilla Fingers	
33.	Piste Fingers	
34.	Butter Scotch Fingers	
35.	Chocolate Fingers	

Sl. No.	Description of items	Price (In Rs.)
COOKIES & BISCUITS		
36.	Milk Rusk	
37.	Butter Biscuit	
38.	Cream Biscuit	
39.	Cookies Cream	
40.	Cookies Container	
41.	Variety Cookies Container	
CELEBRATION CAKES		
42.	Black Forest (N) 500 gms	
43.	Black Forest (EL) 500 gms	
44.	Black Forest (N) 1Kg	
45.	Black Forest (EL) 1Kg	
46.	Chocolate Truffle (N) 500 gms	
47.	Chocolate Truffle (EL) 500 gms	
48.	Chocolate Truffle (N) 1Kg	
49.	Chocolate Truffle (EL) 1Kg	
50.	Fruit Flavor Cakes (N) 500 gms	
51.	Fruit Flavour Cakes (EL) 500 gms	
52.	Fruit Flavor Cakes (N) 1Kg	
53.	Fruit Flavor Cakes (EL) 1Kg	
54.	Shape Charges (per kg)	
FRESH CREAM PASTRIES		
55.	Lollypop	
56.	Black Forest Pudding	
57.	Choco Éclair	
58.	Black Forest Pastry	
59.	Strawberry Pastry	
60.	Mango Pastry	
61.	Pineapple Pastry	
62.	Butterscotch Pastry	
63.	White Forest Pastry (EL)	
64.	Fudge Brownie	
65.	Choco Pyramid	
66.	Choco Vanilla Rovel	
67.	Choco Truffle Pastry	
68.	Irish Coffee Pastry	
PIZZAS		
69.	Veg Pizza	
70.	Cheese Pizza	
71.	Paneer Pizza	
72.	Chicken Pizza	
SANDWICH		
73.	Veg Sandwich	
74.	Chicken Sandwich	
SNACKS		
75.	Namkeen	
76.	Namkeen Snacks Special	

Sl. No.	Description of items	Price (In Rs.)
77.	Potato Chips	
78.	Coconut Naan	
79.	Choco Donut	
80.	Coconut Ball	
81.	Milk Pudding	
82.	Cream Roll	
83.	Plum Ball	
84.	Cashew Tart	
85.	Apple Pie	
MUFFINS		
86.	Vanilla Muffins	
87.	Chocolate Muffins	
SPECIAL CAKES		
88.	Banana Cake	
89.	Queen Cake	
90.	Dates & Walnut Cake	
91.	Plum Cake	
92.	Honey Cake	
93.	Japanese Cake	
94.	American Eggless Brownie	
HOT BEVERAGES		
95.	Milk, Tea	
96.	Filter Coffee	

NOTE:

- The rates of items shall be submitted in the above format.
- The prices/rates quoted shall be indicated in words as well as figures.
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- Tenderers should furnish samples of the items along with rates, if asked for. Samples submitted after tender opening shall not be accepted.
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- The tenderer should submit an analysis of rates if called upon to do so by the department.
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- The rates shall be approved by Anna University Committee. The tenderer agrees to provide service on approved rates.
- The rates stipulated during the award of the contract may be changed according to the mutual agreement after negotiations. The rates referenced to MRP shall change according to market variations.
- Any other items/facilities may be mentioned separately but the same will not be considered for financial evaluation.

Annexure – “VII” FINANCIAL BID

TO BE SUBMITTED IN SEPARATE ENVELOPE

Fresh Fruit Juice Shop

Sl. No.	Description of items	Price (In Rs.)
1.	Grape	
2.	Pineapple	
3.	Cucumber	
4.	Orange	
5.	Carrot	
6.	Beetroot	
7.	Sweetlime	
8.	Watermelon	
9.	Tomato	
10.	Lime 'O' Honey	
11.	Lime Mint Cooler	
12.	Grape Urne	
13.	Pineapple Urne	
14.	Lime Ginger	
15.	Jaljeero Lime	
16.	Fresh Ume	
17.	Ilaichi Lime	
18.	Cucumber Lime Mint	
19.	Amla Honey	
20.	Jaljeero Soda	
21.	Lime Soda	
22.	Lime Mint Soda	
23.	Nannaori Soda	
24.	Green Mango	
25.	Banana Stem	
26.	Guava Mint	
27.	Strawberry with Orange	
28.	Kiwi Lemon	
29.	Mango with Guava	
FRESH FRUIT SALAD		
30.	Kiwi Salad	
31.	Pomegranate Seeds Pompi Salad (Pomegranate Pineapple)	
32.	Pineapple Salad	
33.	Mix Fruit Salad	
BEVERAGES		
34.	Iced Lemon	
35.	Lemon juice	
36.	Mojito	
37.	Plain Lassi Sal	
38.	Eggiess Brownie	

Sl. No.	Description of items	Price (In Rs.)
TENDER COCONUT MIX JUICE		
39.	Tender Chill	
40.	Tender Guava	
41.	Tender Milkshake	
42.	Tender Nannari Lime	
43.	Tender Strawberry	
44.	Tender Carrot	
45.	Tender Cooler	
46.	Tender Orange	
47.	Tender Kiwi	
48.	Tender Fig	
49.	Tender Mango	
50.	Tender Jackfruit	
51.	Tender Merlon	
52.	Tender Watermelon	
53.	Tender Dragon Fruit	
54.	Tender Apple	
55.	Tender Pomegranate	
56.	Tender Papaya	
57.	Tender Amla	
58.	Tender Pineapple Delite	
59.	Tender Nimbu Cooler (TW, Watermelon, Lemon, Ginger)	
60.	Tender Surprise (TW, Mint, Coconut Meat, Lemon)	
61.	Pineapple & Muskmelon (TW, Pineapple, Muskmelon)	
62.	Ginger Coconut Tender (Water, Ginger, Lemon)	
63.	Mango Sabja Cooler(Mango,Sabja, Orange, TW)	
HEALTHY & EXOTIC JUICE		
64.	Morning Energizer (Carrot, Apple, Ginger)	
65.	Detox (Apple, Ginger, Orange)	
66.	Skin Glow (Tomato, Lemon, Ginger, Carrot)	
67.	Vitamin Boom (Carrot, Pineapple, Orange)	
68.	Power Punch (Tomato Celery, Apple, Carrot)	
69.	Pain Reducer (Guava, Mango, Banana)	
70.	Power Booster (Carrot, Apple, Orange, Ginger)	
71.	Super Active (Celery, Beetroot, Apple, Carrot)	
72.	Kiwi Kooler (Kiwi, Pineapple, Orange, Ginger)	
73.	Red Head (Tomato, Pomegranate, Beetroot)	
74.	Mango Surprise (Mango, Kiwi, Carrot)	
75.	Spicy Orange (Orange, Ginger, Cantaloupe, Lemon)	
76.	Break Fast Pick Me (Carrot, Apple, Cantaloupe, Lemon)	
77.	Apple Cider (Orange)	
78.	Flosbery Floopy (Pineapple)	

Sl. No.	Description of items	Price (In Rs.)
79.	The Indian Cocktail (Six Fruits)	
80.	Melonade (Watermelon, Pineapple, Mint)	
81.	Water Fall (Orange, Apple, Water Melon)	
82.	Strawberry Cooler (Strawberry, Mint, Lemon)	
83.	Slim Trim (Apple, Pineapple, Watermelon)	
84.	Cucumber Cooler (Apple, Cucumber)	
85.	Mood Attack (Pineapple, Passion Fruit, Watermelon)	
86.	Juice Ginger Ale (Ginger, Cantaloupe, Strawberry, Orange)	
87.	Booster Shot (Orange, Lemon, Ginger)	
88.	Red Zinger (Beetroot, Lime, Ginger)	
89.	Weight Loss (Strawberry, Orange, Apple)	
90.	Kiwi with Apple (Kiwi, Apple)	
91.	Porno Cooler(Pomogranate,Watermelon,Mint,Lime)	
92.	Guava Melon (Guava, Banana, Watermelon)	
93.	Kiwi Melon (Kiwi, Watermelon, Lime)	
94.	Cold Solver (Carrot, Pineapple, Ginger, Garlic)	
95.	Watermelon Cooler (Watermelon, Lime)	

NOTE:

- The rates of items shall be submitted in the above format.
- The prices/rates quoted shall be indicated in words as well as figures.
- Prices/rates against all items should be quoted excluding taxes. **Taxes, if any, shall be indicated separately.**
- Tenderers should furnish samples of the items along with rates, if asked for. Samples submitted after tender opening shall not be accepted.
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- The rates shall be approved by Anna University Committee. The tenderer agrees to provide service on approved rates.
- The rates stipulated during the award of the contract may be changed according to the mutual agreement after negotiations. The rates referenced to MRP shall change according to market variations.
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Annexure – VIII

DRAFT AGREEMENT OF CONTRACT FOR THIS ASSIGNMENT **(TO BE CARRIED OUT BY FIRM)**

To be executed in Rs. 100/- Stamp Paper

Subject: Name of Assignment:

Name of Firm:

PAN No :

GST No:

This AGREEMENT ("Agreement") is executed at Chennai on this ___ day of2020 by The Registrar, Anna University, Chennai-25') (hereinafter will be referred as Registrar, AU) having their office at Sardar Patel Road, Anna University, Chennai – 600 025, and M/s., ('Firm') (Hereinafter will be referred as Firms) having their Office located at

1. Set out below are the terms and conditions under which (Name of Firm) has agreed to carry out for Registrar, AU the above-mentioned assignment specified in the attached Terms of Reference.
2. For administrative purposes (Name of responsible staff of the Anna University) has been assigned to administer the assignment and to provide [Name of Firm] with all relevant information needed to carry out the assignment. The services will be required in (Name of Project) for about _____ days/months, during the period from _____ to _____ .
3. The Registrar, AU may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such case, every effort will be made to give you, as early as possible, notice of any changes. In the event of termination, the (Name of Firms) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the [Name of Firm] will provide the Registrar, AU with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.
- 3a. The ownership of all the Reports, Bid documents other documents etc, prepared by the firms shall vest with the Anna University Chennai-25.
4. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Description of Services.
5. This Contract, its meaning and interpretation and the relation between the parties shall be governed by the laws of the Union of India

Sign & Seal of the Firm

6. This Contract will become effective upon confirmation of this letter on behalf of (Name of Firm) and will terminate on _____, or such other date as mutually agreed between the (Name of the Registrar Anna University) and the (Name of Firms).
7. Payments for the services will not exceed a total amount of Rs. _____.

The Registrar, AU will pay to firm, within 45 days of receipt of invoice after approval of the report by review committee which is as follows:

As per ToR

The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on [Name of Firms.]

8. The [Name of Firms] will be responsible for appropriate insurance coverage. In this regard, the [Name of Firms] shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Firms shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the [Name of Firms] or its staff. The [Name of Firms] shall provide the (Name of the Registrar Anna University) with certification thereof upon request. The risks and the coverage shall be as follows:
 - a. Third Party liability insurance with a minimum coverage of Value of assignment [cost of assignment quoted by the firm];
 - b. Professional liability insurance, with a minimum coverage of Value of assignment [cost of assignment quoted by the firm];
 - c. Employer's liability and workers' compensation insurance in respect of the
 - d. Personnel of the Firm and of any Sub-Firms, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
9. The [Name of Firms] shall indemnify and hold harmless the Registrar, AU against any and all claims, demands, and/or judgments of any nature brought against the Registrar, AU arising out of the services by the [Name of Firms] under this Contract. The obligation under this paragraph shall survive the termination of this Contract.
10. The Firm agrees that, during the term of this Contract and after its termination, the Firm and any entity affiliated with the Firm, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

Sign & Seal of the Firm

11. The Firm shall furnish a Bank Guarantee amounting to 5% of the negotiated firm's value in the form as per TT Act., within 21 days from the date of issue of Lol. The format of Bank Guarantee (specified at the end of the RFP) is enclosed in Annexure-5.

12. The Registrar Anna University shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Firm in the event of breach of the work assigned in the ToR or the finalized Agreement.

13. All final reports, plans, specifications, analysis and other documents or software submitted by the [Name of Firms] in the performance of the Services shall become and remain the property of the Registrar Anna University. The Firms may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Registrar Anna University.

14. The Firm undertakes to carry out the assignment in accordance with the highest standards of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Contract, will conduct themselves in a manner consistent herewith.

15. The Firm will not assign this Contract or sub-contract or any portion of it without the Registrar's Anna University prior written Consent.

16. The [Name of Firms] shall pay taxes, duties; fees, levies and other impositions levied under the Applicable law and the Registrar Anna University shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.

17. The [Name of Firms] also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract, shall be, for all time and for all purposes, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the (Name of the Registrar Anna University) written permission.

18. SETTLEMENT OF DISPUTES

18.1 Amicable Settlement the Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

18.2. Miscellaneous. In any arbitration proceeding hereunder:

(a) Proceedings shall, unless otherwise agreed by the Parties, be held in Chennai.

(b) The English language shall be the official language for all purposes; and

(c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in a court of competent jurisdiction (Chennai), and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

19. This Contract may be terminated by either Party as per provisions set up below:

(a) By the Registrar Anna University Chennai-25

The Registrar Anna University, Chennai-25 may terminate this Contract in case of the occurrence of any of the events specified in paragraphs

Sign & Seal of the Firm

- (b) Through (f) of this Clause. In such an occurrence the Registrar Anna University shall give at least thirty (30) calendar days' written notice of termination to the Firm in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f)
- (c) If the Firm becomes (or, if the Firm consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (d) the Firm fails to comply with any final decision reached as a result of arbitration proceedings;
- (e) If, as a result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (f) If the Firm, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (g) If the Firm fails to confirm availability of Key Experts as required as per ToR. Furthermore, if the Registrar Anna University determines that the Firm has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Registrar Anna University may, after giving fourteen (14) calendar days written notice to the Firm, terminate the Firm's employment under the Contract.

b. By the Firm

The Firm may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Registrar Anna University, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- a. If the Registrar Anna University fails to pay any money due to the Firm pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Firm that such payment is overdue.
- b. If, as a result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- c. If the Registrar Anna University fails to comply with any final decision reached as a result of arbitration.
- d. If the Registrar Anna University is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Firm may have subsequently approved in writing) following the receipt by the Registrar Anna University of the Firm's notice specifying such breach.

c. Cessation of Services:

Upon termination of this Contract by notice of either Party to the other, the Firm shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. Upon termination of this Contract, the Registrar Anna University shall make the payments to the Consultant: for Services satisfactorily performed prior to the effective date of termination

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20. Force Majeure:

a.	Definition	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-firms or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment
b.	No Breach of Contract	The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
c.	Measures to be Taken	<p>A Party affected by an event of Force Majeure shall continue to perform its obligations</p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Firm, upon instructions by the Registrar Anna University, shall either:</p> <p>Demobilize, in which case the firm shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or</p> <p>b) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.</p> <p>In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 19.</p>

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21. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to Adjudication / arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Chennai.

22. The jurisdiction of court will be at Chennai.

23. Conflict of Interests: The Firm shall hold the Registrar's Anna University interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

Firm Not to Benefit from Commissions, Discounts, etc.: The payment of the Firm shall constitute the Firm's only payment in connection with this Contract, the Firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Firm shall use its best efforts to ensure that the Experts and agents of them, similarly shall not receive any such additional payment.

Furthermore, if the Firm, as part of the Services, has the responsibility of advising the Registrar Anna University on the procurement of goods, works or services, the Firm shall comply with the TT Act, and shall at all times exercise such responsibility in the best interest of the Registrar Anna University.

Firm and Affiliates Not to Engage in Certain Activities: The Firm agrees that, during the term of this Contract and after its termination, the Firm and any entity affiliated with the Firm and any entity affiliated, shall be disqualified from providing goods, works or non-Firming services resulting from or directly related to the Firm's Services for the preparation or implementation of the project.

Prohibition of Conflicting Activities: The Firm shall not engage, and shall cause its Experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

Strict Duty to Disclose Conflicting Activities: The Firm has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their the Registrar Anna University, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to disqualification of the Firm or the termination of its Contract.

24. Confidentiality: Except with the prior written consent of the Registrar Anna University, the Firm and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Firm and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

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25. Accounting, Inspection and Auditing: The Firm shall keep accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs. The Firm shall permit, the Registrar Anna University /or persons appointed by the Registrar Anna University to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Registrar Anna University if requested by the Registrar Anna University.

PLACE:

DATE:

Signature of Authorized Representative on
behalf of firm

Signature & Name of the Registrar, Anna
University / Representative

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LIST OF ANNEXES TO CONTRACT

- Annex 1: Terms of Reference and Scope of Services
- Annex 2: Firms Personnel
- Annex 3: Firm's Reporting Obligations
- Annex 4: Breakdown of Contract price