REQUEST FOR PROPOSAL (RFP)

ASSIGNMENTS

from FIRMS on basis

Lumpsum - QCBS

Plotting and delivery of drawings as per the CMDA approval format, Obtaining Plan Approval / Clearances from various Departments for all the Existing Buildings, On-going and Proposed Constructions in the Main Campus of Anna University, Chennai-600 025.

REGISTRAR
Anna University
Chennai-600 025
LETTER OF INVITATION

Dear Sirs,

Sub:  Plotting and delivery of drawings as per the CMDA approval format, Obtaining Plan Approval / Clearances from various Departments for all the Existing Buildings, On-going and Proposed Constructions in the Main Campus of Anna University, Chennai-25 - Reg.

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1. You are hereby invited to submit Pre-qualification, Technical and Financial proposals for “Plotting and delivery of drawings as per the CMDA approval format, Obtaining Plan Approval / Clearances from various Departments for all the Existing Buildings, On-going and Proposed Constructions in the Main Campus of Anna University, Chennai-25” to be taken up by the Planning and development charges, Anna University, Chennai-600 025 managed by the Estate Officer, 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 obtaining Planning Permission Approval from CMDA, Building Permit from Greater Chennai Corporation, Fire department, EIA, Aviation, Traffic Dept if necessary and all other clearances from whatever Departments / Committees, as required and as mentioned in the Terms of Reference (ToR).

2.1 Client means The Registrar, Anna University, Chennai-600 025.

3. A Firm will be selected as per TNTT 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 1);
   - Pre-qualification Criteria (Annexure 2);
   - Supplementary information for firm, including a suggested format of curriculum vitae of key personnel (Annexure 3);
   - A Sample draft Agreement of Contract for this assignment to be carried out by the Firm. (Annexure 4); and
   - Bank Guarantee (Annexure 5);

5. A pre-proposal conference open to all prospective firms will be held on 10.06.2020 at 3.00 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.

Sign & Seal of the Firm
6. **THE SUBMISSION OF PROPOSALS:**

6.1 The proposals addressed to the Registrar, Anna University, Chennai-600 025., 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 proposal shall be submitted to Registrar, Anna University, Chennai-600 025, 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) of Rs.131500/- in the form of Demand Draft (DD) to be taken in the name of “Registrar, Anna University, Chennai-600 025”. 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 favor 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 initialed twice across the seal and should contain the detailed price offer for the firms services. You will provide a detailed breakdown of costs and fees in the format prescribed in Form 6: 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 29.06.2020 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.

Sign & Seal of the Firm
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 03.30 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 (as per Annexure 2).
   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 completed at least one assignment in similar nature with value not less than Rs.50 lakhs of the contract value in any one years of his / her / their total career.

2. The average turnover of the firm should not be less than 150% of the contract value in any five 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 5 (five) Financial Years. (2015-16, 2016-17, 2017-18, 2018-19 & 2019-20). Audited financials shall be submitted as proof in the last three financial years as per the format attached – Annexure - 2-D.

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.

Sign & Seal of the Firm
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. Each responsive proposal will be attributed a technical score (St).

(i) The quality of the methodology proposed (25 points); and

[Note to firm: The Registrar, Anna University will assess whether the proposed methodology is clear, responds to the ToRs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]

(ii) The qualifications of key staff proposed for the assignment (75 points).

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<tr>
<th>St.No.</th>
<th>Key Professionals</th>
<th>No.</th>
<th>Marks</th>
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<tbody>
<tr>
<td>1.</td>
<td>Urban Planner with MTP / M.Plan and with B.E. (Civil) or B.Arch. and with 10 years experience in obtaining Planning permissions</td>
<td>1</td>
<td>25</td>
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<tr>
<td>2.</td>
<td>Civil Engineers, each with 5 years experience with Site Supervising and CAD drawing - B.E. (Civil)</td>
<td>2</td>
<td>20</td>
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<tr>
<td>3.</td>
<td>Urban Planner with Post-Graduate Diploma in Town &amp; Country Planning with 5 years experience in drawing plans and obtaining Planning Permissions</td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td>4.</td>
<td>Diploma Civil Engineer with 5 years experience with Site Supervising and CAD drawing</td>
<td>4</td>
<td>15</td>
</tr>
<tr>
<td>5.</td>
<td>Surveyors with ITI Draughtman (qualification) and with 5 years experience</td>
<td>6</td>
<td>20</td>
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Curriculum vitae of senior personnel in each discipline for assessing the qualifications and experience of the personnel proposed to be deployed for the studies should be included with the proposal (in the format of the sample curriculum vitae). These personnel will be rated in accordance with:

(i) General qualifications - (30 points)

(ii) Adequacy for the project (suitability to perform the duties for this assignment. These include education and training, length of experience on fields similar to those required as per terms of reference, type of positions held, time spent with the firm etc) - (70 points)

Sign & Seal of the Firm
Quality and competence of the service shall be considered as the paramount requirement. Technical proposals scoring not less than 90% 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.

The Team Leader proposed shall be full time for this assignment.

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. The evaluation shall exclude taxes.

The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores of all the proposals will be computed as follows: \( S_f = 100 \times \frac{F_m}{F} \) (F - amount of financial proposal).

Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores using a weight of 75% for technical proposal and 25% for financial proposal.

\[ S = St \times 0.75 + Sf \times 0.25 \]

The Firm securing the highest score will be invited for negotiations.

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.

Sign & Seal of the Firm
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 staff months, 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 thereon.

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 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.

Sign & Seal of the Firm
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 ........ 2020, you will be expected to take-up / commence with the assignment in ............. 2020.

15. The successful Firm will be invited for signing agreement. The Firm is requested to furnish a performance security at the rate of 5% of the finalized agreement value 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 6 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.

16. 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.

17. 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.

Sign & Seal of the Firm
18. 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).

19. Please note that mobilization advance is not allowed in this contract.

20. It is estimated that about a minimum of 6 man-months for key experts of services will be required for the work and generally you should base your financial proposal on this figure. However, you should feel free to submit the proposal on the basis of man-months considered necessary by you to undertake the assignment.


22. 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.

23. The Registrar reserves the right to postpone / cancel this RFP at any point of time without assigning any reason, whatsoever.

24. 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.

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

26. SETTLEMENT OF DISPUTES

26.1 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.

26.2 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.

Sign & Seal of the Firm
27. 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 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

(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.

Sign & Seal of the Firm
(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. 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 firm: for Services satisfactorily performed prior to the effective date of termination

28. Force Majeure:

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<th>a.</th>
<th>Definition</th>
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<td>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 required hereunder.</td>
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Sign & Seal of the Firm
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<th>b. No Breach of Contract</th>
<th>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.</th>
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|   | c. Measures to be taken | 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.  

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.  

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.  

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:  

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.  

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. |
|   | Suspension | The Registrar, Anna University may, by written notice of suspension to the firm, suspend part or all payments to the firm hereunder 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. |

Sign & Seal of the Firm
29. 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).

30. 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.

31. Firms are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to site, and availability of data with Estate Office, Applicable Laws and regulations or any other matter considered relevant by them.

32. 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.

33. Anna University Chennai-25 reserves the right to make inquiries with any of the Registrar, Anna University listed by the Firms in their previous experience record.

34. W.H.A. ---- 5% of total value will be recovered in each & every part bill.

35. A.S.D. ---- 2% on agreement value after deduction of 1% E.M.D. Balance 1% of agreement value which exceeds more than Rs.50,000/- will be deducted in 3 equal investments.

36. After completion of work at the time of final bill, the contractor has to give W.H.A.@2.5% on T.V.W.D. in the form of F.D.R. / bank guarantee for one year and A.S.D. at 2% on agreement value for 6 months in the form of F.D.R. / bank guarantee. Also the contractor has to give Indemnity Bond in favour of Registrar, Anna University for 4 years.

37. M.W.G.W.F. ---- 1% of estimated value.

38. T.D.S. on G.S.T. ---- 2% of T.V.W.D. subject to bill value exceeds Rs.2,50,000/-

39. T.D.S. on I.T. ---- 1% for Individual; 2% for Contractor.

Sign & Seal of the Firm
40. 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, etc., shall be submitted as part of Cover 1, without any financials)

ii. Technical Proposal – Cover – 2
   All the pages of the above proposals (addendums / corrigendum issued, if any) 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

Note: The proposals shall be submitted in the Office of the Registrar, Anna University, Chennai-600 025.

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.

Sign & Seal of the Firm
TERMS OF REFERENCE (TOR)

Plotting and delivery of drawings as per the CMDA approval format, Obtaining Plan Approval / Clearances from various Departments for all the Existing Buildings, On-going and proposed Constructions in the Main Campus of Anna University

I. Introduction:

In the Main Campus of Anna University, measuring an area of 230 acres, buildings have been constructed for academic, research and administrative activities, apart from hostels for men and women students studying in the campus. It has been planned to prepare the as-on-site drawings of 180 buildings (Area Measuring 2,80,000 Sqm. approximately) in the campus and to obtain planning bodies’ permission. In this regard 249th Syndicate of Anna University approved the proposal of plotting and delivery of drawings as per the CMDA approved format for the buildings in the Main Campus, Anna University. The Registrar, Anna University with the assistance of Estate Office, would be inviting firms for carrying out the above task.

II. Objectives:

To prepare the Auto CAD drawings for the existing buildings and on-going constructions and to obtain approval from the Planning agencies, along with all the requisite clearances from various Departments / Committees.

III. Scope of Work:

a. Preparation of outer boundary of Anna University Main Campus using Field Measurement Book (FMB) sketches obtained from Survey and Land Records Department in AutoCAD drawing format.

b. Preparation of ON SITE MAP by conducting an on-field survey of boundary, Building footprints, Roads and sewage lines using Total Station and plotting the details collected in AutoCAD drawing format.

c. Preparation of Campus Site plan in AutoCAD drawing format as prescribed by CMDA, using the prepared outer boundary of Anna University Main Campus (compiled using Field Measurement Book sketches) and prepared ON SITE MAP consisting of boundary, existing buildings foot prints, proposed buildings and roads.

d. Also incorporating in the Site plan such as parking arrangements, rainwater harvesting, solar energy arrangements, drainage systems, culverts, OSR, main entrance gate, sewage treatment plants, water supply systems and other amenities required as prescribed by CMDA required to obtain Planning Permission from CMDA / Corporation of Chennai.
e. Plotting and delivery of drawings as per the CMDA / Corporation of Chennai approved format for the existing and proposed buildings in Anna University Main Campus. The rate quoted shall be inclusive of taking measurements, preparation of detailed plans, sections, elevations of buildings and submission of the collected data in AutoCAD 2007 dwg format. The firm / agency shall prepare an area statement for each building for onward submission to the CMDA.

f. All the drawings shall be duly signed by an authorized Licensed Surveyor / Architect firm as approved by the CMDA / Corporation of Chennai. In case of any corrections / modifications as suggested by CMDA / Corporation of Chennai while scrutiny of the application, the same shall be done by the selected firm / agency without any additional cost for submission of revised drawings.

g. The firm shall coordinate for approval and clearance from allied agencies such as Fire Fighting, Aviation, Traffic Dept., Environment and Forest Department, TNPCB, etc.,

h. The drawings and any other details required for approval from allied planning agencies shall be done by the selected firm/ Agency without any additional cost for submission of revised drawings.

i. Conversion of AUTOCAD drawings of the Site plan and Buildings drawings into ‘APPAS’ format as per the CMDA approved size / layout and as required for the Automated Planning Permission Application Scrutiny (APPAS) system. If any corrections / modifications suggested by CMDA / Corporation of Chennai, the same shall be done by the selected agency without any additional claim.

j. Sketching and colouring of all drawings required and other allied works required to obtain Planning Permission and Buildings approval from CMDA / Corporation of Chennai respectively.

k. The structural Soundness Certificate (structural stability certificate, geotechnical investigation report, if required) for the buildings as requested by the CMDA/ Planning Agencies shall be done by the selected firm/Agency.

l. The development charges, Scrutiny charges, Infra structural & Development charges, Metro Water charges, security Deposit, development fee / other fees as prescribed by CMDA, COC, Environment, etc. shall be provided by the Anna University.
IV. Data Input:
Available record would be provided and support for field measurements would be extended.

V. Review Committee:
A Review Committee will review the progress of work, review of reports, approval of reports and which comprises of the following officials:

1. Professor & Estate Officer, Anna University
2. Dean, CEG Campus, Anna University
3. Dean, SAP Campus, Anna University
4. Dean, A.C. Tech. Campus, Anna University
5. HOD, Civil Engineering
6. HOD, Architecture Department
7. Representative from PWD
8. Representative from CMDA
9. Representative from Greater Chennai Corporation

Apart from the above review committee, Registrar, Anna University will be reviewing the reports and provide its comments and suggestions, the same shall be included in the subsequent stages of the assignment.

VI. Key Professionals:

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Key Professionals</th>
<th>No.</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Urban Planner with MTP / M.Plan and with B.E. (Civil) or B.Arch. and with 10 years experience in obtaining Planning permissions</td>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>2.</td>
<td>Civil Engineers, each with 5 years experience with Site Supervising and CAD drawing - B.E. (Civil)</td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td>3.</td>
<td>Urban Planner with Post-Graduate Diploma in Town &amp; Country Planning with 5 years experience in drawing plans and obtaining Planning Permissions</td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td>4.</td>
<td>Diploma Civil Engineer with 5 years experience with Site Supervising and CAD drawing</td>
<td>4</td>
<td>20</td>
</tr>
<tr>
<td>5.</td>
<td>Surveyors with ---- (qualification)---- and with 5 years experience</td>
<td>5</td>
<td>20</td>
</tr>
</tbody>
</table>

* Curriculum Vitae of only the key professional will be evaluated.
VII. Output and Payment Schedule

<table>
<thead>
<tr>
<th>Stage</th>
<th>Stages / Share of work with reference the total work</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Work described in Scope of work as – a,b,c,d + Plotting and delivery of drawings measuring plinth area of 28,000 sqm</td>
<td>10 % After acceptance of Review Committee</td>
</tr>
<tr>
<td>2.</td>
<td>Plotting and delivery of drawings of buildings measuring plinth area of 1,26,000 sqm. Environmental &amp; Traffic Management approval</td>
<td>20 % After acceptance of Review Committee</td>
</tr>
<tr>
<td>3.</td>
<td>Plotting and delivery of drawings of buildings measuring plinth of 1,26,000 sqm and conversion to Appas format of stage 1 &amp; 2 drawings</td>
<td>20 % After acceptance of Review Committee</td>
</tr>
<tr>
<td>4.</td>
<td>Conversion of auto cad drawing into ‘Appas’ format as per CMDA requirements of drawings of buildings measuring 2,80,000 sq.m. and submit for CMDA / line departments for approval with reqd. Sketching and colouring. To liaisen with the planning agency and final approval for buildings measuring 2,80,000 sqm.</td>
<td>30 % After obtaining approval of CMDA</td>
</tr>
<tr>
<td>5.</td>
<td>On submission of 6 hard copies and soft copy in auto cad and PDF format with the final approval of Corporation of Chennai</td>
<td>20 %</td>
</tr>
</tbody>
</table>

The total duration of the assignment will be 6 months

Duration of the Work

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Stage of work</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>1st stage of work</td>
<td>30 Days</td>
</tr>
<tr>
<td>b.</td>
<td>2nd stage of work</td>
<td>30 Days after I review</td>
</tr>
<tr>
<td>c.</td>
<td>3rd stage of work</td>
<td>30 Days after II review</td>
</tr>
<tr>
<td>d.</td>
<td>4th stage of work</td>
<td>60 Days after III review</td>
</tr>
<tr>
<td>e.</td>
<td>Final stage of work</td>
<td>30 Days after CMDA approval</td>
</tr>
</tbody>
</table>
To
The Registrar
Anna University
Chennai-25

Subject: Plotting and delivery of drawings as per the CMDA approval format, Obtaining Plan Approval / Clearances from various Departments for all the Existing Buildings, On-going and Proposed Constructions in the Main Campus of 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.

Sign & Seal of the Firm
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.

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.

Sign & Seal of the Firm
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.

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…………../- (Rupees ……………………….only) 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.

Sign & Seal of the 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)

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

Ref. Date:

To

The Registrar
Anna University
Chennai-25.

Dear Sir,

Sub: Preparation of Plotting and delivery of drawings as per the CMDA approval format for the Building in Main Campus, Anna University, Chennai-600 025

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..........................................................

Sign & Seal of the Firm
POWER OF ATTORNEY

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr./Ms. (Name & residential address) who is presently employed with us and holding the position of ________________ as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Appointment of consultant for preparation

........................................................................................................ in response to the RFP floated by the Registrar, Anna University including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information / responses to the Registrar, Anna University, representing us in all matters before the Registrar, Anna University, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Registrar, Anna University in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Registrar, Anna University and, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

Sign & Seal of the Firm
IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE
EXECUTED THIS POWER OF ATTORNEY ON THIS...............DAY
OF...............2020
For
(Signature, name, designation and address)
Witnesses:
1.
2.
Notarized
Accepted
(Signature, name, designation and address of the Attorney)

Sign & Seal of the Firm

Notes:
1) The mode of execution of the Power of Attorney should be in accordance with
the procedure, if any, laid down by the applicable law and the charter documents
of the executant(s) and when it is so required the same should be under common
stamp affixed in accordance with the required procedure. Copy of such document
should be submitted along with the power of Attorney.

2) Also, wherever required, the Firm should submit for verification the extract of
the charter documents and documents such as a resolution/power of attorney in
favour of the Person executing this Power of Attorney for the delegation of power
hereunder on behalf of the Firm.

Sign & Seal of the Firm
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

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Financial Year</th>
<th>Annual Turnover (Rs. In lakh)</th>
<th>Net Worth</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2015-2016</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2016-2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2017-2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>2018-2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>2019-2020</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Statutory Auditor (Seal & Signature)

Name of Audit Firm:

Name of Partner:

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. In case of Consortium, each Consortium Member shall furnish in separate sheet.

Sign & Seal of the Firm
ELIGIBLE PROJECT EXPERIENCE OF THE FIRM
Eligible Project Experience of the Firm for Pre-qualification as defined in Clause 7.2. (a)

PROJECT IN THE LAST FIVE YEARS
(Following Tables shall be filled in by the Firm)

<table>
<thead>
<tr>
<th>S No</th>
<th>Name of Project</th>
<th>Completion Date</th>
<th>Eligible Assignment Name &amp; Brief Description of Deliverables</th>
<th>Name of Client, Address &amp; Contact No</th>
<th>Value of Contract (fee) Amount in INR.</th>
<th>Value of Project (Cost of the Project) Amount in INR.</th>
<th>Role of Firm in Eligible Assignments</th>
<th>Whether as Lead Firm or Minor Consortium Partner</th>
<th>Amount received for the assignment as on date</th>
<th>Award Letter/Agreement for ongoing &amp; completion certificate or related document for Complete assignments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

Completed

1
2
3
4
5

Ongoing

6
7
8
9

Seal / Name & Signature of Authorised Signatory

Sign & Seal of the Firm
SUPPLEMENTARY INFORMATION FOR FIRMS

Proposals

(1) Proposals should include the following information:

(a) **Technical Proposal**

(i) A description of the manner in which consultants would plan to execute the work. Work plan time schedule in Form F-3 and approach or methodology proposed for carrying out the required work.

(ii) The composition of the team of personnel which the consultant would propose to provide and the tasks which would be assigned to each team member in Form F-4.

(iii) Curriculum Vitae of the individual key staff members to be assigned to the work and of the team leader who would be responsible for supervision of the team. The curriculum vitae should follow the attached Format (F-5) duly signed by the concerned personnel.

(b) **Financial Proposals**

The financial proposals should include the Schedule of Price Bid in Form No.F-6 with cost break-up in Form 6-A. for the work program indicated in Form F-7.

(2) Two sets (Original + Duplicate) of Technical proposals (With Soft copy in Pen drive) and one original of Financial proposal should be submitted to Registrar, Anna University, Chennai-25.

(3) **Contract Negotiations**

The aim of the negotiation is to reach an agreement on all points with the firm and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Firm's proposal, costing (after negotiation of the unit rates, including the man month rates, tax liability and all cost, etc), the proposed work plan, staffing and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference, the staffing plan and the bar chart, which will indicate personnel, periods in the field and office, man-months, and reporting schedule. Based on these, adjustments necessary will be discussed and agreed. The Contract will be awarded after successful negotiations, with the selected Firm. If negotiations fail, the Registrar, Anna University will invite the Firms having obtained the second highest score to Contract negotiations and so on.

Sign & Seal of the Firm
(4) **Contracts with Team Members:** Firms are advised against making firm financial arrangements with prospective team members prior to negotiations.

(5) **Nomination of Experts**

Having selected a firm partly on the basis of an evaluation of personnel presented in the firm's proposal, Registrar, Anna University will negotiate a contract on the basis of the experts named in the proposal and, prior to contract negotiations, will require guarantees that these experts shall, in fact, be made available. As the expected date of mobilization is given in the letter inviting proposals, Registrar, Anna University will not consider substitution after contract negotiations, except in cases of unexpected delays on the starting date or incapacity of an expert for reasons of health or leaving the firm. The desire of a firm to use an expert on another project shall not be accepted for substitution of personnel.

(6) **Terms of Payment**

The mode of payments to be made in consideration of the work to be performed by the firm as per the Terms of Reference

**Note:** All payments shall be made on approval of the report and submission of pre-receipted invoices / bills by the firms in duplicate for respective stages payable by Registrar, Anna University.

(7) **Review:**

Review Team Committed by Anna University will review of the Submission.
Sir:

Firming services for .................................................................
of................................................................. - Regarding

I/We ______________________ firm/firms firm/organization herewith enclose Prequalification, Technical and Financial Proposal for selection of my/our firm as firm for ----- 

We underscore the importance of a free, fair and competitive procurement process that precludes fraudulent use. In this respect we have neither offered nor granted, directly or indirectly, any inadmissible advantages to any public servants or other persons in connection with our bid, nor will we offer or grant any such incentives or conditions in the present procurement process, or in the event that we are awarded the contract, in the subsequent execution of the contract.

We also underscore the importance of adhering to minimum social standards ("Core Labour Standards") in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the country of India.

We will inform our staff about their respective obligations and about their obligation to fulfill this declaration of undertaking and to obey the laws of the country of India.

Yours faithfully,

Signature: 

Full name 

Address: 

Email id: 

Phone no: (Authorized Representative) 

Sign & Seal of the Firm
FORM F-2

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING THE LAST 7 YEARS

1. Brief Description of the Firm:

2. Outline of recent experience on assignments of similar nature:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of assignment</th>
<th>Name of project</th>
<th>Owner or sponsoring authority</th>
<th>Cost of assignment</th>
<th>Date of commencement</th>
<th>Date of completion</th>
<th>Was assignment satisfactorily completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>2</td>
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<td>8</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Please attach relevant documents as proof (such as award letter, completion certificate, copy of concession agreement or award letter to bidder etc.)

Seal / Name & Signature of Authorised Signatory

Sign & Seal of the Firm
## FORM F-3

### WORK PLAN TIME SCHEDULE

#### A. Preparation of Drawing and planning Approval

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
</tr>
</thead>
</table>

#### B. Compilation and submission of approved Drawings

As indicated under ToR

---

Seal / Name & Signature of Authorised Signatory

Sign & Seal of the Firm
Composition of the Team Personnel and the task which would be assigned to each Team Member

1. A. Key / Technical / Managerial Staff

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Position</th>
<th>Name</th>
<th>Task assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>Team Leader</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>d)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Seal / Name & Signature of Authorised Signatory

Sign & Seal of the Firm
FORM F-5

FORMAT OF CURRICULUM VITAE (CV) FOR
PROPOSED KEY PROFESSIONAL STAFF

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm / Entity: Nationality:

Membership in Professional Societies:

__________________________________________________________

Detailed Tasks Assigned:

__________________________________________________________

Key Qualifications:

[Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff members on relevant previous assignments and give dates and locations. Use about half a page.]

__________________________________________________________

Sign & Seal of the Firm
Education:

[Summarize college/university and other specialized education of staff members, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

________________________________________________________________________

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in the last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

________________________________________________________________________

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

________________________________________________________________________

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Signature of staff member and authorized representative of the Firm

Date: ___________________________ Day/ Month/Year

Full name of staff member:__________________________________________________

Full name of the authorized representative:____________________________________

Sign & Seal of the Firm
Sub: Appointment of Consultant for ………………………………………

Having gone through the RFP and having fully understood the scope of work for the Project as set out in the ToR, we are pleased to quote the following Professional fees for the Assignment as per the specified scope of Work:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount in Rupees</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Remuneration</td>
<td></td>
</tr>
<tr>
<td>(2) Reimbursables</td>
<td></td>
</tr>
</tbody>
</table>

Total Base Cost of the Financial Proposal: A

GST ___ % : B

Grand Total (A+B)

Rs. ___________________/-

(Rupees in Words …………………………………………………………………………)

Sign & Seal of the Firm
Note:

1. The Financial Proposal is inclusive of all out-pocket expenses which may be incurred towards travel, accommodation, documentation and communication, etc. during the period of assignment.

2. In case of difference in amount quoted in figures and words, the value in words shall be considered for evaluation.

3. The breakup of expenses shall be provided by Firm as given in Form No. F6-A.

4. The Financial Proposal is inclusive of all taxes i.e. income tax, professional tax and education cess except GST (as applicable).

I / We understand you are not bound to accept any proposal you receive

Signature

Seal of Firm

Sign & Seal of the Firm
(Authorized representative)
## FORM NO.F 6-A
### COST ESTIMATE OF SERVICES

### I. Remuneration to Staff:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Key Professionals</th>
<th>Name</th>
<th>Rate</th>
<th>Man Months</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>(Amount in Rs)</td>
<td>(Amount in Rs)</td>
<td></td>
</tr>
<tr>
<td>Total - A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Support Staffs</th>
<th>Name</th>
<th>Rate</th>
<th>Man Months</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>(Amount in Rs)</td>
<td>(Amount in Rs)</td>
<td></td>
</tr>
<tr>
<td>Total - B</td>
<td></td>
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</table>

### II. Out-of-Pocket Expenses:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Total Cost</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Per Diem</td>
</tr>
<tr>
<td></td>
<td>Room</td>
</tr>
<tr>
<td></td>
<td>Subsistence</td>
</tr>
<tr>
<td></td>
<td>Total</td>
</tr>
<tr>
<td></td>
<td>Days</td>
</tr>
<tr>
<td></td>
<td>(Amount in Rs)</td>
</tr>
<tr>
<td>2</td>
<td>Air Fare</td>
</tr>
<tr>
<td>3</td>
<td>Lumpsum Miscellaneous Expenses</td>
</tr>
<tr>
<td></td>
<td>Total - C</td>
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</tbody>
</table>

### III. Other Expenses:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Total Cost</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Local conveyance</td>
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<tr>
<td></td>
<td>(Amount in Rs)</td>
</tr>
<tr>
<td>2</td>
<td>Printing cost</td>
</tr>
<tr>
<td>3</td>
<td>Misc. if any</td>
</tr>
<tr>
<td>4</td>
<td>Survey cost / exp</td>
</tr>
<tr>
<td></td>
<td>Total - D</td>
</tr>
</tbody>
</table>

Sign & Seal of the Firm
<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>Number of months</th>
</tr>
</thead>
</table>

Total

**REPORTS DUE / ACTIVITIES AND DURATION**

1.  
2.  
3.  
4.  
5.  

Field:

Full Time:  
Part Time:  

Reports Due:

Activities Duration:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Key Professionals</th>
<th>Name</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Support Staff</th>
<th>Name</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>Total</th>
</tr>
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</tr>
</tbody>
</table>

Sign & Seal of the Firm
PREPARATION OF DRAFT AGREEMENT OF CONTRACT FOR THIS ASSIGNMENTS

(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 of ……2020
by and between PDGF ('The Registrar, Anna University, Chennai-25') (hereinafter
will be referred as PDGF) 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 (Name of the Registrar Anna University) the above-mentioned
assignment specified in the attached Terms of Reference.

2. For administrative purposes (Name of responsible staff of the Registrar 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 (Name of the Registrar Anna University) 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 (Name of the Registrar Anna University) 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 Anna University Chennai-25 will pay to firm, within 45 days of receipt of invoice after approval of the report (either by review committee or letter of approval / acceptance from Commissioner of Revenue Administration & Disaster Management / Mitigation Department or from the O/o Commissioner of Disaster Management), 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 (Name of the Registrar Anna University) against any and all claims, demands, and/or judgments of any nature brought against the (Name of the Registrar Anna University) 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 LoI. 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.

Sign & Seal of the Firm
## 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 | A Party affected by an event of Force Majeure shall continue to perform its obligations. 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: 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 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. 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. |
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.
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

Sign & Seal of the Firm
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
Annex 5: Performance Guarantee
BANK GUARANTEE FOR PERFORMANCE SECURITY

To
The Registrar,
Anna University,
Chennai-600 025.

In consideration of the Registrar Anna University acting on behalf of the Government of Tamil Nadu (hereinafter referred as the “The Registrar Anna University”, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ……………….., having its office at ……………….. (hereinafter referred to as the “Firm” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Registrar’s Anna University Letter of Intent no. ……………dated ……………….. and the agreement to be executed for Rs. ……………….. (Rupees ………………..), (hereinafter referred to as the “Agreement”)

Firming Services for…………………………………………………
……………………………………………………………………………………………………
…………………………..

and the Firm having agreed to furnish a Bank Guarantee amounting to Rs. ……………….. (Rupees ………………..)to the Registrar Anna University for performance of the said Agreement. We, ……………….. (Hereinafter referred to as the “Bank”) at the request of the Firm do hereby undertake to pay to the Registrar Anna University an amount not exceeding Rs. ……………….. (Rupees ………………..) against any loss or damage caused to or suffered or would be caused to or suffered by the Registrar Anna University by reason of any breach by the said Firm of any of the terms or conditions contained in the said Agreement. We, (Indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this

Guarantee without any demur, merely on a demand from the Registrar Anna University stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Registrar Anna University by reason of breach by the said Firm of any of the terms or conditions contained in the said Agreement or by reason of the Firm’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ……………….. (Rupees ………………..).

Sign & Seal of the Firm
We, .................. (indicate the name of Bank) undertake to pay to the Registrar, Anna University any money so demanded notwithstanding any dispute or disputes raised by the Firm in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Firm shall have no claim against us for making such payment. We, .................. (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Registrar Anna University under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Registrar Anna University certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Firm and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

We, .................. (indicate the name of Bank) further agree with the Registrar Anna University that, the Registrar Anna University shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend the time of performance by the said Firm from time to time or to postpone for any time or from time to time any of the powers exercisable by the Registrar Anna University against the said Firm and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Firm or for any forbearance, act or omission on the part of the Registrar Anna University or any indulgence by the Registrar Anna University to the said Firm or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Firm(s). We, .................. (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Registrar Anna University in writing.

For the avoidance of doubt, the Bank’s liability under this Guarantee shall be restricted to Rs. *** * (Rupees *****) only. The Bank shall be liable to pay the said amount or any part thereof only if the Registrar Anna University serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 90 days after the date of this Guarantee)].

For ..................................................................................  
Name of Bank:  
Seal of the Bank:  
Dated, the ........ day of .........., 2020  

Sign & Seal of the Firm