

**APPLICATION FORM FOR RUNNING CANTEENS IN
PONDICHERRY UNIVERSITY**

To

The Registrar,
Pondicherry University,
Puducherry

Madam,

Sub: Tender for running canteens in Pondicherry University campus

With reference to the Tender Notification No. _____/ 2021 dated _____ regarding Establishment, Operation of Canteens in Pondicherry University campus, I hereby submit the Tender in the prescribed format. I have read all the terms and conditions of allotment annexed with the Tender Document thoroughly and understand its contents.

Further, I hereby agree to abide by the terms and conditions stipulated by Pondicherry University, from time to time during the operation of my business on awarding the License for the same.

Thanking you,

Yours faithfully,

Signature of the applicant

Full Name.....

Correspondence Address.....

.....

.....

Mobile No.

E- mail:.....

Date:



PONDICHERRY UNIVERSITY

TENDER DOCUMENT

Date of Release of Tender: 23.02.2021

| | | |
|--|---|---|
| NAME OF WORK | : | Running canteens in Pondicherry University (4 nos.) |
| VALIDITY OF THE TENDER | : | 90 days from the date of opening of the tender. |
| EMD | : | Rs.5,000/- (Rupees Five Thousand only) |
| TENDER DOCUMENT FEE | : | Rs.525/- (Rupees five hundred and twenty five only) |
| PRE-BID MEETING | : | 03.03.2021 |
| LAST DATE FOR SUBMISSION OF TENDER DOCUMENTS | : | 16.03.2021 up to 3.00 PM |
| ADDRESS FOR SUBMISSION OF TENDER | : | The Registrar, Pondicherry University, Puducherry |
| DATE OF OPENING OF TENDER AND VENUE | : | 16.03.2021 – 3.30 PM onwards, O/o Registrar |

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 | |

| Sl. No. | Documents | Yes/No/NA | Remarks | | | | | | |
|----------------|--|-----------|---------|----------------|--|--|--|--|--|
| 1. | EMD through Demand Draft (DD) drawn in favour of Finance Officer, Pondicherry University, Puducherry payable at Indian Bank, Pondicherry University. <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 50%;">DD No. :</td> <td>Amount:</td> </tr> <tr> <td>Date of Issue:</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table> | DD No. : | Amount: | Date of Issue: | | | | | |
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| 2. | Tender Document fee through Demand Draft (DD) drawn in favour of Finance Officer, Pondicherry University, Puducherry payable at Indian Bank, Pondicherry University. <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 50%;">DD.NO:</td> <td>Amount:</td> </tr> <tr> <td>Date of Issue:</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table> | DD.NO: | Amount: | Date of Issue: | | | | | |
| DD.NO: | Amount: | | | | | | | | |
| Date of Issue: | | | | | | | | | |
| | | | | | | | | | |
| 3. | Copies of experience certificate enclosed | | | | | | | | |
| 4. | Copies of Educational and Professional qualifications attached. | | | | | | | | |
| 5. | Copies of previous three years Income Tax Returns enclosed i.e. Financial years, 2017-18 , 2018-19 & 2019-2020 | | | | | | | | |
| 6. | Self-attested Residence proof along with copy of <i>Aadhaar</i> card enclosed. | | | | | | | | |
| 7. | Self-attested photocopy of proof of proprietorship or partnership deed etc., enclosed | | | | | | | | |

DATE:

SIGNATURE OF THE TENDERER

| | | | |
|-----|--|--|--|
| 8. | Self-attested photocopy of authority letter to negotiate and sign the tender and license deed on behalf of the Firm enclosed. | | |
| 09. | Self-attested passport size photograph (s) pasted on the tender form | | |
| 10. | 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. | | |
| 11. | Self-attested copy of PAN No. and GST No. enclosed. | | |
| 12. | No. Employees working in the organization and their EPF details | | |
| 13. | Whether all the pages of the tender form are signed. | | |
| 14. | Miscellaneous. | | |

DATE:

SIGNATURE OF THE TENDERER

NOTICE INVITING TENDER (NIT)

Sealed tenders are invited for running canteens in Pondicherry University, Puducherry-605014.

- 01 The tender form can be downloaded from the Pondicherry University website.
- 02 The Pondicherry University authorities reserves the right to accept/reject any or all the tenders without assigning any reason thereof.
- 03 The duly filled and signed tender documents shall be either sent to the Registrar, Pondicherry University, Puducherry-14 by speed/registered post or drop in the tender box kept in the Administrative building so as **to reach on or before 16.03.2021 by 3 PM.**
- 04 Tenders will be opened as per the schedule mentioned above.
- 05 The tenderer is liable to pay the rent upon allotment/occupation.
- 06 The tenderer shall be an Indian Citizen.
- 07 Tender received after **3 PM on 16.03.2021** will be straightaway rejected and the Pondicherry University will not be responsible for delay in delivery including postal delay.
- 08 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 within 15 days of issuance of Allotment letter, the EMD amount shall be forfeited and the allotment cancelled.

09 Vacation/Termination of Allotment:

The permission 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 rent for first six months in advance, within a period of 15 days from the date of allotment. The subsequent rent 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 Pondicherry University will be at liberty to forfeit the security deposit and rent paid in advance.

The Pondicherry University will be at liberty to terminate the license of the allotted premises and also forfeit security deposit and rent 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:

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TERMS & CONDITIONS

01 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, Pondicherry University will be at liberty to re-allot the canteen 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.

02 Incomplete/ telegraphic/conditional tender or the tender without EMD & Tender Document fee is liable to be rejected.

03 Earnest Money Deposit & Tender Document fee

Tender must be accompanied with Earnest Money Deposit (EMD) & Tender Document fee separately as given above in the Tender Notice in the form of DD in favour of Finance officer, Pondicherry University Puducherry payable at Indian Bank, Pondicherry University Puducherry 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 fixed by the PU. In case the successful tenderer fails to remit the security deposit within 15 days of issuance of Allotment letter, the EMD amount shall be forfeited and the allotment cancelled.

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04 Tender must be submitted in as per details given below:-

| | |
|-------------|--|
| Cover 01 | The Tender Form duly signed on every page along with all the required documents in Envelope and the Earnest Money Deposit. (EMD), Tender document fee in the form of Demand Draft in favour of Finance Officer, Pondicherry University payable at Indian Bank, Pondicherry University Puducherry |
|-------------|--|

The tenderer should write Name, Postal Address, E-mail address & Phone Number on the envelope. Those who fail to follow this procedure may be disqualified to participate in the tender process.

05 Pre-Qualifications Documents: The following pre-qualification documents are to be submitted along with the tender form in the envelope to be marked **Envelope “Tender for running canteens in PU campus”**.

- a) A self-attested copy of **only one** of the following documents along with Aadhaar Card:
- | | |
|--------------------|---|
| i) Passport | ii) Voter Identity Card |
| iii) Ration Card | iv) Water/Electricity bill (latest) |
| v) Driving License | vi) Telephone Bill. (BSNL Latest Bill of Land Line) |
| vii) PAN Card | |

Self-attested photocopy of the Ownership Document of existing business/ Partnership Deed in the case of a Firm is required to be attached. An attested copy of Registration Certificate of partnership Firm issued by the Registering Authority along with declaration regarding continuity of partnership/Firm should be attached with the Tender Document.

- b) In case of Firm, self-attested photocopy of authority to negotiate and sign tender and license deed on behalf of the Firm should also be attached.
- c) Self-attested Passport size photograph(s) to be pasted on the Tender Form.
- d) Copies of Experience Certificates along with previous three years Income Tax Returns of individual or firm are required to be attached with the Tender Document.
- e) Self-attested photocopy of highest academic and Professional qualification.
- f) EMD Amount

06 Acceptance of tender:

- a) The authority for acceptance of the tender documents will rest with the competent authority of the Pondicherry University, who does not bind itself to accept the lowest or any other tender, nor does it undertake to assign reasons for its decision in this matter.
- b) All the tender documents submitted by a tenderer shall become property

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of the Pondicherry University, and Pondicherry University shall have no obligation to return the same to the tenderer.

- c) Canvassing in any form is strictly prohibited and tender submitted by the tenderer who resorts to canvassing is liable for rejection.
- d) **If the tenderer deliberately gives wrong information or conceals any information/facts in the tender or uses any fraudulent means for acceptance of the tender, then the Pondicherry University reserves the right to reject the tender at any stage of execution without any financial liability and initiate legal action against such tenderer as it deems fit.**

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

- e) 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 Rent.
 - iii) Security deposit as fixed by PU.
 - iv) The shop dealing with Food items shall display 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 Pondicherry University.

07 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 behavior of the Licensee and the said extension will be solely at the discretion of Pondicherry University. The licensee shall not be eligible for such an extension as a matter of right whatsoever, and decision of Pondicherry University shall be final and binding on the licensee.

08 Pondicherry 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.

10 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 Pondicherry University from time to time. Electricity will be provided for the purpose of running the facilities (excluding decorative purposes) at prevailing rates in the Pondicherry University.. Every effort must be exercised by the tenderer to minimize electricity and water usage and avoid unnecessary usage and wastage.

11 Security Deposit:

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The licensee is liable to remit the security deposit amount as fixed by the PU 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 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.

12 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.

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.

- b) 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.

13 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 Pondicherry University. The prices of the items shall not be more than the local market rate and shall be approved and reviewed by Pondicherry University periodically. The licensee/tenderer shall not charge in excess of the rates approved by Pondicherry 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 subject to periodic revision. This will be without prejudice to any other action.

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14 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.**

15 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 Pondicherry University Committee will have right to see the quality, market price and reasonability of the price of items at any point of time.

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.

16 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 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.
- 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 Pondicherry 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 (with proper police verification) for the purpose and

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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. 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) 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 Pondicherry 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 Pondicherry 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 Pondicherry University committee. The Pondicherry 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 Pondicherry University committee is at liberty to invite a fresh tender thereafter.

- h) 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.
- i) The shop shall maintain a register with name, age and address of all their employees and submit the same to the Pondicherry University committee in a prescribed format after award of contract/license. The shop must report any changes in their list of employees to the Pondicherry University Committee immediately following changes.
- j) 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 Pondicherry University.
- k) The tenderer shall promptly inform the competent authority if anyone from outside or inside the campus uses compulsion or coercion against

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them or in any way obstructs the functioning of the facility.

The licensee shall carry out periodic cleaning of fixtures (including lights, fans, etc.). The maintenance of the tools and equipment provided by Pondicherry University shall be taken care of by the tenderer and returned in the same condition as received.

- l) 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 Pondicherry University, the licensee shall be required to reimburse to the Pondicherry 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 Pondicherry 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 Pondicherry 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 Pondicherry University.

- m) 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.
- n) Pondicherry 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.
- o) 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.

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- p) 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.
- q) 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, PU Committee can cancel the allotted premises and forfeit the security deposit and any other deposits lying with the Pondicherry University and further the PU Committee shall be at liberty to re-allot the premises inviting fresh tender.
- r) The licensee shall permit access to PU Committee and any official authorized by Pondicherry University Committee at all times for the purpose of inspecting the premises and the business being carried out.

18 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.

19 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 Pondicherry University Committee.

20 Monitoring of Performance:

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

21 Gate Passes:

The shop shall arrange to obtain security passes from the Security Section of Pondicherry University for all their employees and issue the same to them. No employee must stay in the premises of Pondicherry University 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.

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22 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.

Evaluation and Instructions:

The shop and their staff shall comply with all instructions and directions of the PU 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 PU Committee (without waiting for confirmation by the Licensee and if found violating the instructions, the shop will be penalized severely.

23 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 Pondicherry University 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. Pondicherry University 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.

24 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

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premises as aforesaid, would render the tenderer to pay a penalty as mentioned hereunder;

| Up to 1 st week | Up to 2 nd week | Up to 3 rd week | Up to 4 th week | Beyond 4 th week |
|----------------------------|----------------------------|----------------------------|----------------------------|-------------------------------------|
| 2000/- | 4000/- | 8000/- | 12000/- | Rs12000+ (Rs. 2000/- per day) |

- b) After expiry of the license, the licensee cannot operate the canteen, 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) Pondicherry University 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 Pondicherry 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 Pondicherry University 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) PU Committee shall be at liberty to get back possession of the allotted premises by taking the assistance of Security/ University Administration/ Public Administration.

25 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 Pondicherry University 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 made available for users at nominal charges.

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26 Suggestions/Complaint provision:

A "Suggestions/complaint provision" must be displayed as per the guidelines of PU 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 PU Committee shall have the right to check the arrangement at any time.

27 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.

28 Conduct of licensee/tenderer and his employees:

- a) Licensee or his employees shall not indulge in any kind of misbehavior with residents of the hostel zone 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 Pondicherry Campus.
- c) Licensee or his employees shall not remain in the Pondicherry University Campus beyond working hours without prior intimation.
- 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.

29 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.

SIGNATURE OF THE TENDERER

30 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 Pondicherry University, Puducherry
 - b) Sale of substandard goods/overcharging of price more than MRP or rates approved by the PU 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 Pondicherry University building/properties or officer/official and demonstration or taking out procession within the Pondicherry University premises.
 - C The contract can be terminated in the case of any violations/breaches mentioned elsewhere in the Tender document also.
- 31** As per the licensee should have option for Point of Sale (PoS)/ Swipe Machine and other apps necessary for digital payment.
- 32** The individuals who are participating in the tender process cannot sign documents of other participating tenderers as a witness.
- 33** The Registrar, Pondicherry University may modify or relax any of the terms and conditions