

Tender Notification No.: 004/NITK-EMS/TXT-NB-LABEL/ 2022-23

Date:02-02-2022

Request for Tender

Name of the Work: Procurement of NCERT Text Books, Private Publisher's Text books and Customized Note Books with Labels in English for the Academic Year 2022-23 to NITK-English Medium School.

1. Sealed quotations are invited from interested, registered, licensed, experienced and reputed companies/firms/suppliers/distributors/ dealers, having an annual minimum turnover of Rs.20 lakh in each of the previous three financial years i.e. 2018-19, 2019-20 & 2020-21, for the Procurement of NCERT Text Books, Private Publisher's Text books and Customised Note Books with Labels in English for the Academic Year 2022-23 to N.I.T.K. English Medium School.
2. The Tender document can be downloaded from **www.ems.nitk.ac.in**.
3. The EMD (Earnest Money Deposit) is Rs. 500/- (Rupees Five Hundred Only) in the name of "The Secretary,N.I.T.K. English Medium School" payable at "State Bank of India, Surathkal Branch". The Demand Draft must be issued by a Scheduled Bank. The EMD would be refunded/returned to unsuccessful bidders and the EMD of successful bidder would be released after the submission of Security Deposit Demand Draft and signing of the Contract agreement.
4. The bidder **must** submit the following documents along with the price bids:
Copies of the Balance sheets for the last three financial years to establish the turnover of the bidder.
Copies of Documents pertaining for such services provided in the Government /Reputed private Schools.
GST registration Certificate(mandatory)and
ESI &EPF registration Certificates (optional)
Copy of PAN Card.
All the above listed documents should be self-attested and rubber stamped by the bidder.
5. The bidders shall quote the rates for establishing a Tuck Shop in the premises of the NITK English Medium School for the direct supply to the students - the required NCERT Text Books, Private Text Books and Customised Note Books with Labels in English for the Academic Year 2022-23.
6. The required quantity of NCERT Text books, Private Publisher's Text books and Customised Note Books with Labels in English (LKG to Class X) for students and teacher are provided in **Annexure**.
7. The quotation should be sealed and superscripted "Procurement of NCERT Text Books, Private Publisher's Text books and Customised Note Books with Labels in English for the Academic Year 2022-23 to N.I.T.K.-English Medium School." and should be addressed to the "**The Principal , N.I.T.K. English Medium School, P.O - Srinivasnagar, Mangalore, Dakshina Kannada, Karnataka, PIN : 575 025.**"
8. The sealed quotation should be dropped in the "**Tender Box**" placed in the Principal's chamber, N.I.T.K. English Medium School, Mangalore.
9. The quotation received after the last date and beyond the prescribed time would not be opened and would be summarily rejected. Quotations have not quoted for NCERT Textbook, Private Text books and Customized Note books with Labels and having the incomplete information are also liable to be rejected.
10. The Principal, N.I.T.K. English Medium School, Srinivasnagar reserves the **right to accept or reject and also reserves the Right to cancel the Tender at any time, without assigning any reason thereof and without giving any compensation**. The decision of The Principal, N.I.T.K. English Medium School, Srinivasnagar, Surathkal in this regard shall be final and binding on all.
11. **The last date for submission of Tender is 14.02.2022; Monday 03:00 noon and the quotations would be opened on the same day at 03:30 p.m. in the principal's chamber.**
12. The bidders or their representatives with authorized letter shall be present during the tender opening process.
13. The Successful bidder will have to furnish a Demand Draft issued by a Scheduled Bank for an amount of 5% of the contract value as a Security Deposit in the name of "The Secretary, N.I.T.K. English Medium School" payable at State Bank of India, Surathkal Branch. No claim shall be made against "The Principal or the Secretary or the Management of N.I.T.K. English Medium School" in respect of interest, if any on the Performance Security deposit amount.
14. The successful bidder is responsible to enter into an agreement with N.I.T.K. English Medium School, before executing the contract.

Asha Srinivas
Principal

ANNEXURE

For establishing a Tuck Shop in the premises of the N.I.T.K.-English Medium School for the direct supply to the students-the required NCERT Text books, Private Publisher's Text books , and Customised Note Books with Labels in English for the Academic Year 2022-23.

PRICE BID

From:

(Complete Address of the bidder with Phone/Fax & Mobile No.)

To,
The Principal
N.I.T.K. ENGLISH MEDIUM
SCHOOL P.O-Srinivasnagar,
Surathkal Mangalore, Dakshina
Kannada
PIN: 575 025

Dear Sir/Madam,

Sub : For establishing a Tuck Shop in the premises of the N.I.T.K.-English Medium School for the direct supply to the students-the required NCERT Text books, Private Publisher's Text books and Customised Notebooks with Labels in English from Kinder Garten (LKG & UKG) to Class X for the Academic Year 2022-23-reg

I / We offer to stock, distribute and establish a Tuck Shop in the premises of the N.I.T.K.-English Medium School for the direct supply to the students – the required NCERT Text books, Private Publisher's Text books and Customised Notebooks with Labels in English from Kinder Garten (LKG & UKG) to Class X as per the specifications and quantity mentioned by the N.I.T.K. English Medium School, for the academic year 2022-23, at the rates given below:-

Sl. No	Title	Publisher	No. of copies
LKG-35			
1	Spark Semester Series, Jr KG	Jeevandeep	35
2	Spark Semester Series, Jr KG	Jeevandeep	35
3	विकास रंगबिरंगी अ ,आ, इ सामान्य ज्ञान	Navneet Semester	35
4	Colour Craze A	Firefly Plus	35
UKG-38			
1	Spark Semester Series, Sr KG	Jeevandeep	38
2	Spark Semester Series, Sr KG	Jeevandeep	38
3	Hindi Varnamala	Happy Minds	38
4	Colour Craze B	Firefly Plus	38

I Standard-30			
1	Marigold -English	NCERT	30
2	Rim Jim	NCERT	30
3	New Maths Time Book -1	Orient Blackswan	30
4	Hindi Shabd Lekhan	Navneet Grafalco	30
5	Environment world	Arrow Publication	30
6	Great Fun with Grammar	Macmillan	30
7	Kannada Pada Maale	Vasanth Publication	30
8	Better Living (A Book on Moral & Values)	Jeevandeep	30
9	Techno Apps-1	ICT Tabs	30
II Standard-45			
1	Marigold - English	NCERT	45
2	Rim Jim	NCERT	45
3	New Maths Time Book -2	Orient Blackswan	45
4	Environment world	Arrow Publication	45
5	Great Fun with Grammar	Macmillan	45
6	kannada kagunita(0)	Ladder Publication	45
7	Better Living (A Book on Moral & Values)	Jeevandeep	45
8	Techno Apps-2	ICT Tabs	45
III Standard-55			
1	Marigold -English	NCERT	55
2	Rim Jim	NCERT	55
3	New Maths Time Book -3	Orient Blackswan	55
4	EVS Looking around Us	NCERT	55
5	Great Fun with Grammar	Macmillan Publisher	55
6	Naveen Hindi Vyakaran The rachan -3	Goyal Brothers	55
7	Better Living (A Book on Moral & Values)	Jeevandeep	55
8	Techno Apps-3	ICT Tabs	55
IV Standard-44			
1	Marigold - English	NCERT	44
2	Rim Jim	NCERT	44
3	New Maths Time Book -1	Orient Blackswan	44
4	EVS Looking around Us	NCERT	44
5	Great Fun with Grammar	Macmillan Publisher	44
6	Naveen Hindi Vyakaran The rachan -4	Goyal Brothers	44
7	Better Living (A Book on Moral & Values)	Jeevandeep	44
8	Techno Apps-4	ICT Tabs	44

V Standard-77

1	Marigold - English	NCERT	77
2	Rim Jim	NCERT	77
3	New Maths Time Book -5	Orient Blackswan	77
4	EVS Looking around Us	NCERT	77
5	Great Fun with Grammar	Macmillan Publisher	77
6	Naveen Hindi Vyakaran The rachan -5	Goyal Brothers	77
7	Better Living (A Book on Moral & Values)	Jeevandeep	77
8	Techno Apps-1	ICT Tabs	77

VI Standard -112

1	Honey Suckle - English Text Book	NCERT	112
2	A pact with the Sun – English Suppl. reader	NCERT	112
3	Vasant Bhag 1 - Hindi text book	NCERT	82
4	Bal Ram Katha - Hindi suppl. Reader	NCERT	82
5	Mathematics	NCERT	112
6	Science	NCERT	112
7	Our pasts I - History	NCERT	112
8	Social and Political Life I - Civics	NCERT	112
9	The earth our habitat - Geography	NCERT	112
10	Sanskrit - Ruchira Part I (Prathamo Bhagha)	NCERT	30
11	Workbook-Ruchira-1	Rachana Sagar	30
12	Great Fun with Grammar	Macmillan Publisher	112
13	Better Living (A Book on Moral & Values)	Jeevandeep	112
14	Techno Apps-6	ICT Tabs	112

VII Standard-90

1	Honey comb - English text book	NCERT	90
2	An alien Hand – English Suppl reader	NCERT	90
3	Vasant Bhag 2 - Hindi text book	NCERT	74
4	Bal Mahabharath Katha - Hindi suppl reader	NCERT	74
5	Mathematics	NCERT	90
6	Science	NCERT	90
7	Our pasts II - History	NCERT	90
8	Social and Political Life II - Civics	NCERT	90
9	Our Environment - Geography	NCERT	90
10	Ruchira Part II (Dwithiyo Bhagha) Sanskrit	NCERT	16
11	Work book - Ruchira 2	Rachana Sagar	16
12	Great Fun with Grammar	Macmillan Publisher	90

13	Better Living (A Book on Moral & Values)	Jeevandeep	90
14	Techno Apps-7	ICT Tabs	90
VIII Standard-81			
1	Honey dew - English Text book	NCERT	81
2	It so happened - English suppl reader	NCERT	81
3	Vasant Bhag 3- Hindi text book	NCERT	52
4	Bharath Ki Khoj - Hindi suppl reader	NCERT	52
5	Mathematics	NCERT	81
6	Science	NCERT	81
7	Our pasts III Part I - History	NCERT	81
8	Social and Political Life III - Civics	NCERT	81
9	Resources & Development - Geography	NCERT	81
10	Sanskrit - Ruchira (Thritheeya Bhag Part III)	NCERT	29
11	Work book - Ruchira 3	Rachana Sagar	29
12	Great Fun with Grammar	Macmillan Publisher	81
13	Better Living (A Book on Moral & Values)	Jeevandeep	81
14	Techno Apps-8	ICT Tabs	81
IX Standard-68			
1	Moments - Suppl. Reader - English	NCERT	68
2	Beehive - English	NCERT	68
3	Words and Expression I - Work Book in English For Class 9	NCERT	68
4	Mathematics	NCERT	68
5	Science	NCERT	68
6	Sparsh I - Hindi text book B course	NCERT	47
7	Sanchayan I Hindi B - Hindi suppl reader	NCERT	47
8	India and Contemporary world I - History	NCERT	68
9	Contemporary India I - Geography	NCERT	68
10	Understanding Economics	NCERT	68
11	Democratic politics - I	NCERT	68
12	Abyasavan Bhava - Grammar Book Part I - Sanskrit	NCERT	21
13	Shemushi I Part Prathamam Bhag - Sanskrit	NCERT	21
14	Techno Apps-9	ICT Tabs	68
X Standard-79			
1	First Flight - English Text	NCERT	79
2	Footprints without feet - English Suppl. Reader	NCERT	79
3	Words and Expression II - Work Book in English For Class 10	NCERT	79

4	Mathematics	NCERT	79
5	Science	NCERT	79
6	Sparsh II B course Hindi B	NCERT	56
7	Sanchayan -2 Hindi B	NCERT	56
8	India and the Contemporary world II - History	NCERT	79
9	Contemporary India II - Geography	NCERT	79
10	Understanding economics development - Economics	NCERT	79
11	Democratic politics II	NCERT	79
13	Abyasavan Bhava - Grammar Book Part II - Sanskrit	NCERT	23
14	Shemushi II Part Dwithiyo Bhag - Sanskrit	NCERT	23
15	Techno Apps-10	ICT Tabs	79

Teacher Copies of the following books to be supplied at free of cost

Class			Teachers Copy
VI	Mathematics	NCERT	2
VII	Mathematics	NCERT	2
VIII	Social and Political Life III - Civics	NCERT	2
VIII	Bharath Ki Khoj - Hindi suppl reader	NCERT	2
VIII	Resources & Development - Geography	NCERT	2
IX	India and Contemporary world I - History	NCERT	2
IX	Abyasavan Bhava - Grammar Book Part I - Sanskrit	NCERT	1
IX	Shemushi I Part Prathamo Bhag - Sanskrit	NCERT	1
IX	Words and Expression I - Work Book in English For Class 9	NCERT	2
X	Words and Expression II - Work Book in English For Class 10	NCERT	1
X	Abyasavan Bhava - Grammar Book Part II - Sanskrit	NCERT	1
X	Shemushi II Part Dwithiyo Bhag - Sanskrit	NCERT	1
All the Classes	All the Private Books	Private	2

Sl.No	Title of NOTE BOOKS	Uniform rate Offered For each Rs.	Required Qty.	TOTAL (T = U x R)	
		U	R	In figures Rs.	In words
1	200 Pages Ruled		1382		
2	100 Pages Ruled		6000		
3	100 Pages Un ruled		251		
4	100 Pages 2 Line		631		
5	100 Pages 3 Line		775		
6	100 Pages 4 Line		1197		
7	100 Pages 1" Square		73		
8	100 Pages 1/2" Square		565		
9	100 Pages Science Record		509		
10	50 Pages SUPW Record		681		
11	50 Pages Drawing Book		228		
12	50 Pages Graph Book		130		
13	Label (10 Labels Per Sheet)		1184		
TOTAL CONTRACT VALUE					

1. The above quoted rate is the rate on all items stocked and distributed as per this tender and no extra charges such as GST, Labour Charges, Transportation charges, etc., would be applied on the quoted amount mentioned above, i.e., the quoted rate is inclusive of all charges (Packaging, labour, transportation etc.), GST etc.
2. I/We undertake to keep the above quoted rate of discount, rate per copy and Total Contract Value on all items stocked and distributed as per this tender, which would be valid for the entire duration of this contract/extension of contract.

Signature

Name.....

Rubber Stamp

SPECIFICATIONS

		Dimensions /size/description	Quality Of Paper	Cover/print	Binding Quality:
1	All Note books	King size	60 GSM Eco Friendly Paper shall be of A - Grade from reputed mills, made out of Virgin Pulp and shall not contain any recycled pulp or mechanical pulp not exceeding 20%.	280 gsm Flex Board, Multi Colour Printing with Lamination. The name of the school, school Logo and other matters given by the school should be printed on the cover pages (first and last pages)	The Binding process shall be executed by center pinning/stapled Binding shall ensure good appearance, proper Cutting, proper Cover adhesion, good Page strength, no Adhesive running in, no Chip out at the head etc.
2	Drawing book - 60 pages, Unruled	215mm X 280mm,			
3	Graph book - 50pages, ruling Sqr - 1 mm/ SL	King size			
4	Science Record, 100 pages, Hard cover, Single Line/Blank	King size			
5	50 pages SUPW Record	220mmX275mm			
6	Label (10 labels per sheet)	Sheet Size: 190mmX250mm	Crystal Clear Gloss Weatherproof (Laser) Durable, tear resistant and weatherproof	The name of the school, school Logo and other matters given by the school should be printed with Blue ink on white glossy sheet	High quality weather proof Self-Adhesive

NOTE: Bidders shall obtain samples of customized Note books and Labels before undertaking the contract work.

AGREEMENT OF LICENCE/CONTRACT

TO UNDERTAKE

Procurement of NCERT Text Books, Private Publisher's Text books and Customised Note Books with Labels in English
for the
Academic Year 2022-23 to N.I.T.K.-English Medium School

BETWEEN

N.I.T.K. ENGLISH MEDIUM

SCHOOL AND

Licence / contract

holder AS OF, 2022

Whereas the School had invited quotations (Tender Notification No. 004/ NITK-EMS/TXT-NB-LABEL/ 2022-23 date:02-02-2022) from the interested and eligible agencies/company/firm/dealers for Procurement of NCERT Text Books, Private Publisher's Text books and Customised Note Books with Labels in English for the Academic Year 2022-23 to NITK-English Medium School, for the use and benefit of the students of the school.

Whereas among several bidders, who had applied for the tender, after negotiations with the short listed parties, the school found that the quotation of Sri..... s/o
aged..... years, residing at..... as
most reasonable and acceptable and decided to grant the permission to him for undertaking the Procurement of NCERT Text Books, Private Publisher's Text books and Customised Note Books with Labels in English for the Academic Year 2022-23 to NITK-English Medium School, on the agreed terms and conditions.

This Licence/Contract agreement is made at N.I.T.K. ENGLISH MEDIUM SCHOOL and entered into as of this
.....day ofin the year..... by and between :

Which constitute the "Licence /Contract holder", which expression shall unless it is repugnant to the context or meaning thereof shall deem to mean and include its successors and assigns of the **ONE PART**.

AND

The Principal, N.I.T.K. ENGLISH MEDIUM SCHOOL, hereafter referred to as "N.I.T.K.-EMS", which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its successors and assigns of the **OTHER PART**.

NOW, THEREFORE, IT IS HEREBY AGREED between the Parties as follows:

SCOPE OF WORK.

- 1) N.I.T.K. English Medium School intends to procure NCERT Text Books, Private Publisher's Text books and Customised Note Books with Labels in English for the Academic Year 2022-23 from the successful bidder and promote the establishing a Tuck Shop in the premises of the NITK English Medium School for the direct supply to the students – the required NCERT Textbooks, Private publisher's text book, customized note books with labels in English for the academic year 2022-23 for the facility to the students in the school premises.
- 2) NCERT Text Books, Private Publisher's Text books and Customised Note Books with Labels in English (ANNEXURE) are required to be supplied and distributed well in time to the students before the commencement of the academic year.
- 3) The NCERT Text Books, Private Publisher's Text books are to be supplied by the successful bidder as mentioned in the annexure.
- 4) The NCERT Text Books, Private Publisher's Text books and Customised Note Books with Labels in English shall be as per the requirements and instructions of the Principal with supply and distribution in three phases in 15 days,.
 - i. Phase 1 : On or before 10 March 2022 for Classes IX & X.
 - ii. Phase 2 : 2nd week of April 2022 for L.K.G to VIII
 - iii. Phase 3 : Last week of May 2022
- 5) It is the responsibility of the successful bidder to take back the unsold NCERT and Private Publisher's Text books at his own cost.

Article1: Effective Date

The School hereby agrees to grant the permission to Sri.....Proprietor of M/s..... to undertake the Procurement of NCERT Text Books, Private Publisher's Text books and Customised Note Books with Labels in English for the Academic Year 2022-23 to N.I.T.K.-English Medium School, as per SCOPE OF WORK for a period from 1st March 2022 to 15th July 2022, on Licence/contract basis, from the date of signing this Licence agreement or until otherwise terminated as provided for in this Licence/contract .

Article 1A: General Provisions

DEFINITIONS & INTERPRETATIONS

- a) **“Licence/contract”** shall mean this Agreement and all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this Agreement.
- b) **“Successful bidder”** means eligible agency/company/firm/dealer operating inside the N.I.T.K. ENGLISH MEDIUM SCHOOL, which is authorized by N.I.T.K. ENGLISH MEDIUM SCHOOL under this agreement on contract/licence basis and where the NCERT Text books are stocked and distributed to the students of N.I.T.K. ENGLISH MEDIUM SCHOOL
- c) **“Licence/Contract holder”** means the successful bidder recognized by N.I.T.K. ENGLISH MEDIUM SCHOOL to establish the tuck shop.
- d) **“Deployed persons”** means the manpower provided by the Licence/Contract holder.
- e) **“Tuck shop”** means a temporary shop of the successful bidder's agency/company/firm, established at N.I.T.K. ENGLISH MEDIUM SCHOOL.
- f) **“Counter sale”** means sale of NCERT Text books, Private Text books, Customised Note books with Labels at the Tuck Shop.
- g) **“School”** means N.I.T.K. ENGLISH MEDIUM SCHOOL(N.I.T.K.-EMS)and shall deem to mean and include its successors and assignees.
- h) **“NCERT”** means The National Council of Educational Research and Training (NCERT) , an autonomous organisation set up in 1961 by the Government of India.
- i) **“NCERT Text Books”** means Text books prescribed by NCERT for academic curriculum of the school.
- j) **“Beneficiaries”** means the N.I.T.K. ENGLISH MEDIUM SCHOOL Students
- k) **“Principal ”** means head of the School
- l) **“Quoted Rate”** means the rates quoted agreed by the Licence/Contract holder.
- m) **“Party”** shall mean either the Institute or the Licence/Contract holder and “Parties” shall mean both the School and the Licence/Contract holder.
- n) **“President”** mean the head of the School Management Committee /Trust..
- o) **“Secretary”** means the Secretary of N.I.T.K. ENGLISH MEDIUM SCHOOL.

Article 2: Stock and Distribution of NCERT Textbooks, Private Text books, Customised Note books with labels

The Licence / Contract warrants that he/she has all the required facilities / licences / certificates etc.,for undertaking the Procurement of NCERT Text books and facilitating Tuck Shop counter sale in the school premises at N.I.T.K. ENGLISH MEDIUM SCHOOL.

- a. The Licence / Contract Holder shall stock NCERT Text books as required at the established Tuck shop and distribute by counter sale the same to the Beneficiaries as per the requirements of N.I.T.K. ENGLISH MEDIUM SCHOOL.
- b. The Tuck shop will function during the working hours/days as that of the N.I.T.K. ENGLISH MEDIUM SCHOOL's

working hours/days and as per the requirements of N.I.T.K. ENGLISH MEDIUM SCHOOL

The Licence / Contract holder shall have his own qualified, well mannered, experienced staff at the Tuck shop. The payment of salary, EPF, ESI, bonus etc., to the deployed persons is to be borne by the Licence/Contract holder. The Licence / Contract holder would utilize the Outlet provided in the N.I.T.K. ENGLISH MEDIUM SCHOOL for establishing the Tuck shop and take full responsibility of the same during its activities.

It is the sole responsibility of the Licence/Contract holder to maintain the structure of the Tuck shop outlet in the N.I.T.K.ENGLISH MEDIUM SCHOOL and any alteration or modification (Civil / Electrical), if necessary, is to get the prior approval of the Principal ,N.I.T.K. ENGLISH MEDIUM SCHOOL.

The Licence/Contract Holder agrees to offer..... % Discount on MRP of NCERT Text books and the total contract value is The same should be offered to the students without adding any extra charges like GST, transport charges, package charges etc. The discount offered shall be valid throughout the period of contract.

The Licence/Contract holder agrees to undertake the scope of work at the quoted rates for the entire duration of the contract/extension of contract.

The Possession of the Premises (Tuck shop Outlet) granted to the Licence/contract Holder shall continue with the N.I.T.K ENGLISH MEDIUM SCHOOL and the Licence/Contract shall be given only to stock NCERT Text books and distribute by counter sale the same to the Beneficiaries

Article 3: Quality of Services.

The Licence/Contract holder will treat the Beneficiaries in a courteous manner and according to good social practices.

The Licence/Contract Holder shall follow the standard procedures for Stocking/supply and distribution of the NCERT , Private Text books and customized notes books with labels, and as directed by the Principal, N.I.T.K. ENGLISH MEDIUM SCHOOL.

The Licence / Contract holder shall follow the Covid-19 protocols laid by the Govt. of India and Govt. of Karnataka.

Article 4: Payment Terms and conditions / Billing

The Licence/Contract Holder has paid a sum of Rs. (Rupees Only) as Performance Security deposit amount at interest free deposit (vide DD receipt No.Dated:) to the school which is refundable to the Licence/Contract Holder on the expiry of the period of this Licence/Contract agreement, after deducting any dues / all the dues or otherwise.

The amount of Performance Security shall be liable to be forfeited, if the NCERT Text books are not as per the indent of the Principal ,N.I.T.K ENGLISH MEDIUM SCHOOL or not conforming to quality,quality or syllabus.

The Performance Security is also liable to be forfeited if the Successful bidder:

1. Fails to adhere to the terms and conditions of the contract,
2. Stocks/Distribute any sub-standard, pirated/fake / duplicate NCERT Text books.
3. Delayed supplies.
4. Over Charges.

The Licence/Contract Holder shall issue Tax invoices /bills as per the Government Specifications to the Students of the N.I.T.K. ENGLISH MEDIUM SCHOOL. The bills shall contain: the name of NCERT Text Book, Quantity, Rate, GST (if any), Discount offered and total amount. **The total amount shall not cross beyond the amount calculated, after applying the quoted discount on MRP of the Text books.**

The Licence/Contract Holder shall collect the payment of purchases through cash / PoS machines (Card Swipe machine) at the Tuck Shop.

Article 5: Limitations of liability and indemnity

The Licence/Contract holder is responsible for all commissions and omissions in executing its scope of work and will also be responsible for all legal consequences that may arise, The N.I.T.K ENGLISH MEDIUM SCHOOL/the principal/the secretary or any authority of the school will not be held responsible for the outcome and should any legal complications arise and is called upon to answer, the Licence/Contract holder should defend the same at their cost.

The Licence/Contract holder admits and agrees that if any claim arises out of alleged deficiency in its activities/service on their part or on the part of their deployed persons or agents, then it will be the duty of the Licence/Contract holder to answer such claim. In the unlikely event of the N.I.T.K. ENGLISH MEDIUM SCHOOL/the principal/the secretary or any authority of the school being proceeded against for such cause of action and any liability was imposed on them, only by virtue of its relationship with the Licence/Contract holder, and then the Licence/Contract holder will step in and meet such liability on their own.

Notwithstanding anything to the contrary in this Agreement, neither Party will be liable by reason of failure or delay in the performance of its duties and obligations under this Agreement if such failure or delay is caused by:, acts of Nature (Natural disaster), accidents, Strikes, lock-outs, embargoes, war, riots civil commotion, any orders of Governmental, Quasi-Governmental or local authorities, or any other similar cause beyond its control and without its fault or negligence.

Article 6: Confidentiality

- 6.1 The Licence/Contract holder undertake to protect the secrecy of all the data of Beneficiaries and this office and trade or business secrets of and will not share the same with any unauthorized person for any reason whatsoever within or without any consideration.

Article 7: Termination

- 7.1 Any deficiency in service by the Licence/Contract holder will be looked into by the technical committee of the N.I.T.K. ENGLISH MEDIUM SCHOOL and if anything is found wanting, such successful bidders will be de-listed and the decision of the committee will be final.

Article 8: DUTIES AND RESPONSIBILITIES OF LICNCE/CONTRACT HOLDER

It shall be the duty and responsibility of the Licence/Contract holder , at all times, to obtain, maintain and sustain the valid recognition and high quality and standard of its activities/services and to have all statutory / mandatory licenses/registrations/Certificates, permits or approvals of the concerned authorities under or as per the existing laws.

The Licence/Contract holder shall personally run the Tuck shop at the N.I.T.K. ENGLISH MEDIUM

SCHOOL as per the contract agreement and should not sublet or assign or transfer, pledge or sub-contract to any individual/agency/firm/dealer/shop etc.,

Article 9: ARBITRATION

If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Institute and Licence/Contract holder upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration to the Arbitrator. The Arbitrator's award is the final and Conclusive.

The Arbitrator would be the President of the N.I.T.K. ENGLISH MEDIUM SCHOOL

Article 10: Miscellaneous

Authorized signatory / representative of the Licence/Contract holder shall attend the periodic meetings held by the Principal / Establishment of the School, required in connection with improvement of working conditions.

The Licence / Contract holder shall not make any commercial publicity projecting the name of the School.

Nothing under this Agreement shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principal and Agent between the N.I.T.K ENGLISH MEDIUM SCHOOL and the Licence/Contract holder.

The Licence/Contract holder shall not represent or hold itself out as agent of the School.

The Licence/Contract holder shall notify the School of any material change in their status and their shareholdings or that of any Guarantor of the Licence/Contract holder in particular where such change would have an impact on the performance of obligation under this Agreement.

Should the Licence/Contract holder get wound up or partnership is dissolved, the School shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the Licence/Contract holder or their heirs and legal representatives from the liability in respect of the services provided by the Licence/Contract holder during the period when the Agreement was in force.

The Licence/Contract holder shall have its own approved PoS machines, network connectivity (Wi-Fi), letter pad, rubber stamp seal, stationeries etc.

The Licence/Contract Holder shall abide by the instructions, rules and regulations of N.I.T.K. ENGLISH MEDIUM SCHOOL in all matters.

If the successful bidder doesn't adhere to the terms and conditions of the contract, then a penalty of Rs.100 per day, for each such default as decided by the N.I.T.K. ENGLISH MEDIUM SCHOOL AUTHORITIES, which would be accounted and deducted from the Security Deposit amount.

Article 11. NOTICES

The Both the parties, i.e. the Licence/Contract Holder as well as the School shall give a 15 DAYS notice in case of Termination in the middle of the contract period.

Any notice given by one party to the other pursuant to this Agreement shall be sent to other party in writing by registered

post or by facsimile and confirmed by original copy by post to the other Party's address as below:

1. **School : The Principal, N.I.T.K. ENGLISH MEDIUM SCHOOL, Srinivasnagar(P.O), Surathkal, Mangalore, PIN: 575 025.**
2. **Licence/Contract holder:**

Witness thereof, this agreement was executed by or on behalf of the parties the ... day of Month in the year 2020-22.

Signed by :Principal (with seal)

In the Presence of (Witnesses with Name & Seal) 1.

Signed by: For and on behalf of Licence/Contract holder (with seal)

In the presence of (Witnesses with Name & Seal) 1.

