

Tender Notification No.: 005/NITK-EMS/TXT-NB-LABEL/ 2023-24

Date:20-01-2023

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 2023-24 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. 2019-20, 2020-21 & 2021-22, for the Procurement of NCERT Text Books, Private Publisher's Text books and Customised Note Books with Labels in English for the Academic Year 2023-24 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 2023-24.
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 2023-24 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 30.01.2023, Monday 03:00 p.m 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.

George Kurian
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 2023-24.

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 2023-24-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 2023-24, at the rates given below:-

Sl. No	Title	Publisher	No. of copies
LKG			
1	My Best Friend (Numeracy)	Orient Blackswan	45
2	My Best Friend (Literacy)	Orient Blackswan	45
3	My Best Friend (General Awareness)	Orient Blackswan	45
4	Kannada Abhyas Pustika	Himanshu Publication	45
5	विकास रंगबिरंगी अ,आ,इ सामान्य ज्ञान	Navneet Semester	45
6	Colour Craze A	Firefly Plus	45
UKG			
1	My Best Friend (Numeracy)	Orient Blackswan	45
2	My Best Friend (Literacy)	Orient Blackswan	45
3	My Best Friend (General Awareness)	Orient Blackswan	45
4	Kannada Ratna Text book - UKG	New saraswath House	45

5	Hindi Varnamala	Happy Minds	45
6	Colour Craze B	Firefly Plus	45
I Standard			
1	Ferns NEP compliant Communicative English-1	Orient Blackswan	50
2	Rim Jim	NCERT	50
3	New Maths Time Book -1	Orient Blackswan	50
4	Hindi Shabd Lekhan	Navneet Grafalco	50
5	Environment world	Arrow Publication	50
6	Great Fun with Grammar	Macmillan	50
7	Kannada Ratna Text book - I	New saraswath House	50
8	Techno Apps-1	ICT Labs	50
II Standard			
1	Ferns NEP compliant Communicative English-2	Orient Blackswan	57
2	Rim Jim	NCERT	57
3	New Maths Time Book -2	Orient Blackswan	57
4	Environment world	Arrow Publication	57
5	Great Fun with Grammar	Macmillan	57
6	Techno Apps-2	ICT Labs	57
III Standard			
1	Ferns NEP compliant Communicative English-3	Orient Blackswan	48
2	Rim Jim	NCERT	48
3	New Maths Time Book -3	Orient Blackswan	48
4	EVS Looking around Us	NCERT	48
5	Great Fun with Grammar	Macmillan Publisher	48
6	Naveen Hindi Vyakaran The rachan -3	Goyal Brothers	48
7	Techno Apps-3	ICT Labs	48
IV Standard			
1	Ferns NEP compliant Communicative English-4	Orient Blackswan	58
2	Rim Jim	NCERT	58
3	New Maths Time Book -1	Orient Blackswan	58
4	EVS Looking around Us	NCERT	58
5	Great Fun with Grammar	Macmillan Publisher	58
6	Naveen Hindi Vyakaran The rachan -4	Goyal Brothers	58
7	Techno Apps-4	ICT Labs	58
V Standard			

1	Ferns NEP compliant Communicative English-5	Orient Blackswan	46
2	Rim Jim	NCERT	46
3	New Maths Time Book -5	Orient Blackswan	46
4	EVS Looking around Us	NCERT	46
5	Great Fun with Grammar	Macmillan Publisher	46
6	Naveen Hindi Vyakaran The rachan -5	Goyal Brothers	46
7	Techno Apps-1	ICT Labs	46
VI Standard			
1	Ferns NEP compliant Communicative English-6	Orient Blackswan	80
2	Ferns NEP compliant Communicative English-6 Literature Reader	Orient Blackswan	80
3	Vasant Bhag 1 - Hindi text book	NCERT	80
4	Bal Ram Katha - Hindi suppl. Reader	NCERT	80
5	ICERT Vasanth workbook	P P Publication	80
6	Mathematics	NCERT	80
7	Science	NCERT	80
8	Our pasts I - History	NCERT	80
9	Social and Political Life I - Civics	NCERT	80
10	The earth our habitat - Geography	NCERT	80
11	Sanskrit - Ruchira Part I (Pratham Bhagha)	NCERT	80
12	Workbook-Ruchira-1	Rachana Sagar	80
13	Great Fun with Grammar	Macmillan Publisher	80
14	Techno Apps-6	ICT Labs	80
VII Standard			
1	Ferns NEP compliant Communicative English-7	Orient Blackswan	104
2	Ferns NEP compliant Communicative English-7 Literature Reader	Orient Blackswan	104
3	Vasant Bhag 2 - Hindi text book	NCERT	26
4	Bal Mahabharath Katha - Hindi suppl reader	NCERT	26
5	Mathematics	NCERT	104
6	Science	NCERT	104
7	Our pasts II - History	NCERT	104
8	Social and Political Life II - Civics	NCERT	104
9	Our Environment - Geography	NCERT	104
10	Ruchira Part II (Dwitiya Bhagha) Sanskrit	NCERT	78
11	Work book - Ruchira 2	Rachana Sagar	78
12	Great Fun with Grammar	Macmillan Publisher	104
13	Techno Apps-7	ICT Labs	104
VIII Standard			
1	Honey dew - English Text book	NCERT	86
2	It so happened - English suppl reader	NCERT	86
3	Vasant Bhag 3- Hindi text book	NCERT	16
4	Bharath Ki Khoj - Hindi suppl reader	NCERT	16
5	Mathematics	NCERT	86
6	Science	NCERT	86
7	Our pasts III Part I - History	NCERT	86

8	Our pasts III Part II - History	NCERT	86
9	Social and Political Life III - Civics	NCERT	86
10	Resources & Development - Geography	NCERT	86
11	Sanskrit - Ruchira (Thritheeya Bhag Part III)	NCERT	70
12	Work book - Ruchira 3	Rachana Sagar	70
13	Great Fun with Grammar	Macmillan Publisher	86
14	Techno Apps-8	ICT Labs	86
IX Standard			
1	Moments - Suppl. Reader - English	NCERT	77
2	Beehive - English	NCERT	77
3	Words and Expression I - Work Book in English For Class 9	NCERT	77
4	Mathematics	NCERT	77
5	Science	NCERT	77
6	Sparsh I - Hindi text book B course	NCERT	24
7	Sanchayan I Hindi B - Hindi suppl reader	NCERT	24
8	India and Contemporary world I - History	NCERT	77
9	Contemporary India I - Geography	NCERT	77
10	Understanding Economics	NCERT	77
11	Democratic politics - I	NCERT	77
12	Abyasavan Bhava - Grammar Book Part I - Sanskrit	NCERT	53
13	Shemushi I Part Pratham Bhag - Sanskrit	NCERT	53
14	Techno Apps-9	ICT Labs	77
X Standard			
1	First Flight - English Text	NCERT	67
2	Footprints without feet - English Suppl. Reader	NCERT	67
3	Words and Expression II - Work Book in English For Class 10	NCERT	67
4	Mathematics	NCERT	67
5	Science	NCERT	67
6	Sparsh II B course Hindi B	NCERT	17
7	Sanchayan -2 Hindi B	NCERT	17
8	India and the Contemporary world II - History	NCERT	67
9	Contemporary India II - Geography	NCERT	67
10	Understanding economics development - Economics	NCERT	67
11	Democratic politics II	NCERT	67
12	Abyasavan Bhava - Grammar Book Part II - Sanskrit	NCERT	50
13	Shemushi II Part Dwitiyo Bhag - Sanskrit	NCERT	50
14	Techno Apps-10	ICT Labs	67

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		2166		
2	100 Pages Ruled		6000		
3	100 Pages Un ruled		259		
4	100 Pages 2 Line		1125		
5	100 Pages 3 Line		682		
6	100 Pages 4 Line		1469		
7	100 Pages 1" Square		135		
8	100 Pages 1/2" Square		679		
9	100 Pages Science Record		478		
10	50 Pages SUPW Record		155		
11	50 Pages Drawing Book		670		
12	50 Pages Graph Book		230		
13	Label (10 Labels Per Sheet)		1849		
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 GSMEco 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 2023-24 to N.I.T.K.-English Medium School

BETWEEN

N.I.T.K. ENGLISH MEDIUM SCHOOL

AND

Licence / contract holder

AS OF, 2023

Whereas the School had invited quotations (Tender Notification No. 005/ NITK-EMS/TXT-NB-LABEL/ 2023-24 date:19-01-2023) 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 2023-24 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 2023-24 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 of _____ in 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 2023-24 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 2023-24 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 2023 for Classes IX & X.
 - ii. Phase 2 : 2nd week of April 2023 for L.K.G to VIII
 - iii. Phase 3 : Last week of May 2023

- 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 2023-24 to N.I.T.K.-English Medium School, as per SCOPE OF WORK for a period from 1st March 2023 to 15th July 2023, 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 Tuckshop.

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.